



City of Woodland Park

City Council

January 4, 2024 at 6:30 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Acknowledgment and thank you to the Election Judges for the December 12, 2023, Special Municipal Election.
(Presenter Deputy City Manager Leclercq)
 - B. Appointments to the Board of Review and Planning Commission. (A)
(Presenter Deputy City Manager Leclercq)
 - C. Historic Preservation Committee 2023 Poster. (A)
(Presenter Planning Director Schminke)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of Special Meeting Minutes from December 1, 2023. (A)
(Presenter Deputy City Manager Leclercq)
 - B. Approval of the November 2023 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter City Manager Vassalotti)
 - C. Approval ORDINANCE NO. 1470, SERIES 2024 on initial posting - A request by Pikes Peak Taco, Mexican Restaurant, Inc. (Applicant) to consider Ordinance No. 1470, Series 2024, an Ordinance Granting a Conditional Use Permit with a Site Plan Review for the Purpose of Allowing a Drive-Thru Restaurant and Associated Site Improvements Along with a Common Driveway Off Highway 24 with a Legal Description of Lot 3, Brecken Heights (19569 E. US 24) in the Community Commercial (CC) Zone and set the Public Hearing for January 18, 2024. (QJ) (Presenter Senior Planner, CJ Gates)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
(Public Comment may be heard)
8. **ORDINANCES ON INITIAL POSTING**
(Public comment may be heard)
9. **PUBLIC HEARINGS**
(Public comment may be heard)

- A.** Approve Kings Crown Subdivision Preliminary Plat - A Request by Terrence and Fadile OMalley for a Preliminary Plat to plat 11.3 acres into one lot in the Suburban Residential (SR) zone, to be known as Kings Crown Subdivision. The subject property is located east of the intersection of Ponderosa Way and Kings Crown Road, in Sections 19 and 30, T12S, R68W of the 6th P.M. (lying in the center of Paradise Estates Filing #3 and #4 – Paradise Ranch Addition). (QJ)
(Presenter City Planner Gates)
- B.** Approval of Ordinance No. 1467, Series 2023, an Ordinance of the City Council for the City of Woodland Park, Colorado approving the Development Agreement Between the City of Woodland Park and the pathway to the Rockies Council, Boy Scouts of America for the development of the Glen aspen Reservoir Project. (QJ)
(Presenter Utilities Director Kip Wiley)
- C.** Approval of Ordinance No. 1468, Series 2024, an Ordinance of the City Council for the City of Woodland Park, Colorado Approving the Purchase of Avenger Open Space Property and Authorizing the Mayor to sign the Contract to Buy and Sell Real Estate. (QJ)
(Presenter Parks and Recreation Director Keating)

10. NEW BUSINESS

(Public comment may be heard)

- A.** Approve Resolution No. 911, Series 2024, a Resolution Levying General Property Taxes for the Year of 2023, to Help Defray the Cost of Government for the City of Woodland Park, Colorado, for the 2024 Budget Year. (A)
(Presenter City Manager Vassalotti)

11. REPORTS

(Public comment not necessary)

- A.** Mayor's Report
- B.** Council Reports
- C.** City Attorney's Report
- D.** City Manager's Report

12. ADJOURNMENT

Key to agenda abbreviations:

(A) Administrative- matters involving day-to-day decisions such as approving contracts, hiring staff and the procurement of goods and services. Administrative actions generally do not require formal actions by the elected body.

(L)Legislative- typically in the policy arena; legislative matters affect large areas and large groups of people, such as enacting dog regulations or amending the City code. Legislative action generally involves motions, resolutions and ordinances.

(QJ)Quasi-Judicial- apply general rules to a specific interest, such as zoning change affecting a single piece of property, or a special use permit. Quasi-Judicial actions generally involve adjudication, sometimes in writing, but not a resolution or ordinance. Decision for Quasi-Judicial proceedings are made exclusively based upon the testimony presented on the record. Ex-parte communication (communication outside the official hearing) between elected officials and citizens is not permitted on Quasi-Judicial



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: January 4, 2024

SUBJECT: Appointments to the Board of Review and Planning Commission. (A)
(Presenter Deputy City Manager Leclercq)

BACKGROUND: Board of Review:

As the Council will recall, there is currently an opening on the Board of Review for an Alternate Position. The City Clerk's Office received an application from Martine Vogel interested in applying for this position. This term will expire in January 2027. Ms. Vogel's application will be sent to the Council under a separate attachment. Ms. Vogel has been contacted and is planning to attend the January 4, 2024, City Council Meeting.

Planning Commission:

The Planning Commission currently has two vacancies. The City Clerk's Office received an application from Donald Hoying interested in applying for one of these positions. The terms for the two vacant positions expire in January 2026. Mr. Hoying's application will be sent to the Council under a separate attachment. Mr. Hoying has been contacted, and we are hoping he will be able to attend the January 4, 2024, City Council Meeting.

RECOMMENDATION:

ATTACHMENTS: None



City of Woodland Park

December 1, 2023 at 9:00 AM

MINUTES

1. **CALL TO ORDER AND ROLL CALL - upstairs conference room**

Mayor LaBarre called the Special Meeting to order at 9:00 AM with the following individuals present:

Mayor LaBarre, Mayor Pro-tem Case, Councilmember Nakai, Councilmember Neal, Councilmember Connors, Councilmember Zuluaga and Councilmember Harvey.

The following staff members were present: Deputy City Manager Leclercq and City Attorney Williams.

2. **Executive Session No. 1 - Pursuant to C.R.S. Section 24-6-402(40)(e) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators related to the hiring of a new City Manager.**

A motion was made to go into Executive Session by Mayor Pro-tem Case and seconded by Councilmember Nakai. Motion carried 7-0.

Mayor LaBarre called Executive Session No. 1 to order at 9:04 AM pursuant to CRS Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations; developing a strategy for negotiations; and instructing negotiators related to the hiring of a new City Manager.

The following individuals were present for the Executive Session: Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Harvey, Councilmember Neal, Councilmember Nakai, Councilmember Zuluaga, Deputy City Manager Leclercq and City Attorney Williams.

The Executive Session concluded at 10:34 AM.

3. **Session No. 2 - Pursuant to C. R. S. Section 24-6-402(4)(f)(i) for discussion of a personnel matter, specifically the interview of City Manager finalist Aaron Vassalotti.**

A motion was made to go into Executive Session No. 2 by Mayor Pro-tem Case and seconded by Councilmember Nakai. Motion carried 7-0.

Mayor LaBarre called Executive Session No. 2 to order at 10: 50 AM pursuant to CRS Section 24-6-402 (4)(f)(i) for discussion of a personnel matter, specifically the interview of City Manager finalist Aaron Vassalotti.

The following individuals were present for the Executive Session: Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Harvey, Councilmember Neal, Councilmember Nakai, Councilmember Zuluaga, Deputy City Manager Leclercq, City Attorney Williams, lrd recruiter Drew Gorgi and finalist Aaron Vassalotti.

Drew Gorgi left the room at 10:57 AM.

The Executive Session concluded at 11:29 AM.

4. Executive Session No. 3 - Pursuant to C. R. S. Section 402(4)(e) - negotiations of employment contract with City Manager finalist Aaron Vassalotti.

A motion was made by Mayor Pro-tem Case to go into Executive Session and seconded by Councilmember Nakai. Motion carried 7-0.

Mayor LaBarre called Executive Session No. 3 to order at 11:35 AM pursuant to CRS Section 402(4)(e) negotiations of employment contract with City Manager finalist Aaron Vassalotti.

The following individuals were present for the Executive Session: Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Harvey, Councilmember Neal, Councilmember Nakai, Councilmember Zuluaga, Deputy City Manager Leclercq, City Attorney Williams and finalist Aaron Vassalotti.

The Executive Session concluded at 11:54 AM.

5. Special Meeting

- A.**
1. Vote to appoint City Manager Finalist Aaron Vassalotti.
 2. Approval of City Manager's Contract.

Mayor LaBarre called the Special Council Meeting to order at 12:16 PM.

The following motion was made: to appoint Aaron Vassalotti as the City Manager for the City of Woodland Park. Zuluaga/Case. Motion carried 7-0.

The following motion was made: to approve a contract for City Manager Vassalotti. (Details are provided in the City Manager's contract upon request). Connors/Nakai. Motion carried 7-0.

Interim City Manager Vassalotti thanked the City Council for the unanimous approval and all of their support. Vassalotti will be appointed at the December 7, 2023, City Council Meeting.

6. ADJOURNMENT

Mayor LaBarre adjourned the Council Meeting at 12:23 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2023

Hilary LaBarre, Mayor



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: January 4, 2024

SUBJECT: Approval of the November 2023 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter City Manager Vassalotti)

BACKGROUND: Approval of the November 2023 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

RECOMMENDATION: Approval of the November 2023 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

ATTACHMENTS: 1. Statement of Expenditures-November 2023



City of Woodland Park

Staff Report for City Council

Meeting Date: January 4th, 2024

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
5B	Finance	Aaron Vassalotti City Manager

ITEM:

November 2023 Statement of Expenditures

BACKGROUND:

The City Council receives and approves the Statement of Expenditures for each month.

DISCUSSION:

Please review the following and attached check registers in support of the Statement of Expenditures.

Summary

November 2023	
Accounts Payable Checks	2,144,330.39
Payroll Checks	496,146.02
US Bank Wire-CWRPDA	44,669.34
Zion Wire-General Obligation	569,543.75
CEBT	91,770.34
Vectra Visa credit card EFT	25,334.93
Total	3,371,794.77

The Elected Officials expenditures for November 2023 are attached as a separate report.

STAFF RECOMMENDATION:

Approve November 2023 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
117647	CHK	A	ADAH MARIE VANDERMEER OFFICIAL - P&R	5544 10312023	1	56.00 56.00	0.00 0.00	56.00 56.00	11/02/2023		44999
117648	CHK	A	AIRGAS USA, LLC SUPPLIES - FLEET	338 9143173469	1	263.28 263.28	0.00 0.00	263.28 263.28	11/02/2023		44999
117649	CHK	A	BASELINE ENGINEERING CORPORATI 09/23 PROF. SVC UPCC FIRE MAIN	5408 29452	1	3,347.25 3,347.25	0.00 0.00	3,347.25 3,347.25	11/02/2023		44999
117650	CHK	A	CHAD MILDBRANDT BARTENDING - UPCC	5159 10302023	1	287.00 287.00	0.00 0.00	287.00 287.00	11/02/2023		44999
117651	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FLEET UNIFORMS - FLEET UNIFORMS - FLEET UNIFORMS - FLEET	4977 4169879608 4170584569 4171293185 4172001692	4	656.95 192.55 168.36 148.02 148.02	0.00 0.00 0.00 0.00 0.00	656.95 192.55 168.36 148.02 148.02	11/02/2023		44999
117652	CHK	A	COLUMBIA CONSULTING, LTD CITY MANAGER RECRUITMENT CITY MANAGER RECRUITMENT	5534 2 3	2	15,000.00 7,500.00 7,500.00	0.00 0.00 0.00	15,000.00 7,500.00 7,500.00	11/02/2023		44999
117653	CHK	A	CORE & MAIN LP METER SETTER - F/S	4980 T767267	1	1,757.05 1,757.05	0.00 0.00	1,757.05 1,757.05	11/02/2023		44999
117654	CHK	A	DALE WINTERS OFFICIAL - P&R	5500 10312023	1	108.00 108.00	0.00 0.00	108.00 108.00	11/02/2023		44999
117655	CHK	A	DYCHES, STANLEY LEE JR. OFFICIAL - P&R	4932 10312023	1	119.00 119.00	0.00 0.00	119.00 119.00	11/02/2023		44999
117656	CHK	A	ELECTION SYSTEMS & SOFTWARE, L MACHINE SET UP-LANGUAGE BALLOT LAYOUT-MACHINES BALLOT SET UP-MACHINES	4396 CD2070091 CD2070322 CD2070323	3	1,494.07 472.00 41.95 980.12	0.00 0.00 0.00 0.00	1,494.07 472.00 41.95 980.12	11/02/2023		44999
117657	CHK	A	ERIC DONALDSON OFFICIAL - P&R	5545 10312023	1	220.00 220.00	0.00 0.00	220.00 220.00	11/02/2023		44999
117658	CHK	A	GRAINGER INC. VALVE-WWTP PARTS - WWTP BOOTS - WWTP EQUIP - WWTP PRESSURE SWITCH	282 9873089594 9873577929 9876154924 9881557301 9883189160	5	1,093.21 243.11 77.90 90.68 468.45 213.07	0.00 0.00 0.00 0.00 0.00 0.00	1,093.21 243.11 77.90 90.68 468.45 213.07	11/02/2023		44999
117659	CHK	A	HARBOR FREIGHT TOOLS HYDRAULIC PIPE BENDER	2298 1027415	1	139.99 139.99	0.00 0.00	139.99 139.99	11/02/2023		44999
117660	CHK	A	HOLMAN REPAIR - F&G	4630 2010819	1	399.00 399.00	0.00 0.00	399.00 399.00	11/02/2023		44999
117661	CHK	A	IAN M LEHTINEN OFFICIAL	5546 10312023	1	252.00 252.00	0.00 0.00	252.00 252.00	11/02/2023		44999
117662	CHK	A	JACK'S TIRE & OIL MANAGEMENT C	5215	1	1,959.28	0.00	1,959.28	11/02/2023		44999

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			TIRES	23-0466517-088		1,959.28	0.00	1,959.28			
117663	CHK	A	KRISTYN S. ARSENEAU	5452	2	590.00	0.00	590.00	11/02/2023		44999
			TRAINING REIMBURSEMENT	10252023		295.00	0.00	295.00			
			TRAINING REIMBURSEMENT	10252023A		295.00	0.00	295.00			
117664	CHK	A	KS STATEBANK	5217	1	377.98	0.00	377.98	11/02/2023		44999
			KYOCERA COPIER - WAC	57341-11-2023		377.98	0.00	377.98			
117665	CHK	A	KUBWATER RESOURCES INC	4643	1	5,652.00	0.00	5,652.00	11/02/2023		44999
			COMPOST - WWTP	12084		5,652.00	0.00	5,652.00			
117666	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	2	214.48	0.00	214.48	11/02/2023		44999
			PARTS #20 F/S	P103115879:01		214.48	0.00	75.07			
			PARTS #20 F/S	P103115879:01		214.48	0.00	139.41			
117667	CHK	A	MELISSA ABSHER	5539	1	80.00	0.00	80.00	11/02/2023		44999
			OFFICIAL - P&R	10312023		80.00	0.00	80.00			
117668	CHK	A	MELODY KLEMA	77	1	55.00	0.00	55.00	11/02/2023		44999
			BARTENDING - UPCC	10302023		55.00	0.00	55.00			
117669	CHK	A	BILL KEES	1	1	736.64	0.00	736.64	11/02/2023		44999
			TRAING REIMBURSEMENT	10302023		736.64	0.00	736.64			
117670	CHK	A	BILL KEES	1	1	150.00	0.00	150.00	11/02/2023		44999
			CERTIFICATION REIMBURSEMENT	10302023A		150.00	0.00	150.00			
117671	CHK	A	STEVE WALSH	1	1	105.93	0.00	105.93	11/02/2023		44999
			UNIFORM REIMBURSEMENT	10302023B		105.93	0.00	105.93			
117672	CHK	A	JOY & RODERICK KAGY	1	1	69.95	0.00	69.95	11/02/2023		44999
			UTILITY REFUND	154.02		69.95	0.00	69.95			
117673	CHK	A	JASON HUGHES	1	3	20.24	0.00	20.24	11/02/2023		44999
			UTILITY REFUND	2021.06		20.24	0.00	6.11			
			UTILITY REFUND	2021.06		20.24	0.00	0.35			
			UTILITY REFUND	2021.06		20.24	0.00	13.78			
117674	CHK	A	RACHEL FLORY	1	1	43.63	0.00	43.63	11/02/2023		44999
			UTILITY DEPOSIT REFUND	2872.09		43.63	0.00	43.63			
117675	CHK	A	KATTIE & NIKOLAS LANG	1	1	46.62	0.00	46.62	11/02/2023		44999
			UTILITY REFUND	3439.11		46.62	0.00	46.62			
117676	CHK	A	ROBERT A CRAIG	1	3	71.63	0.00	71.63	11/02/2023		44999
			UTILITY REFUND	4264.11		71.63	0.00	1.79			
			UTILITY REFUND	4264.11		71.63	0.00	36.86			
			UTILITY REFUND	4264.11		71.63	0.00	32.98			
117677	CHK	A	PATRICK SMITH	1	1	6.36	0.00	6.36	11/02/2023		44999
			UTILITY REFUND	4815.05		6.36	0.00	6.36			
117678	CHK	A	GAVIN & DEANNA MCHENRY	1	1	131.26	0.00	131.26	11/02/2023		44999
			UTILITY REFUND	5258.03		131.26	0.00	131.26			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
117679	CHK	A	MISSION COMMUNICATIONS,LLC	4748	1	1,402.20	0.00	1,402.20	11/02/2023		44999
			ANNUAL SERVICE	1081153		1,402.20	0.00	1,402.20			
117680	CHK	A	PIKES PEAK TELEVISION, INC	4663	1	1,000.00	0.00	1,000.00	11/02/2023		44999
			09/23 WEATHER CAMERA	636981-9		1,000.00	0.00	1,000.00			
117681	CHK	A	PIPESTONE EQUIPMENT, LLC	5127	1	1,103.93	0.00	1,103.93	11/02/2023		44999
			SUPPLIES - WTP	14713		1,103.93	0.00	1,103.93			
117682	CHK	A	POINTS CONSULTING LLC	5497	2	10,460.00	0.00	10,460.00	11/02/2023		44999
			HOUSING NEEDS ASSESSMENT	INV-0324		5,820.50	0.00	5,820.50			
			HOUSING NEEDS ASSESSMENT	INV-0333		4,639.50	0.00	4,639.50			
117683	CHK	A	RE/SPEC INC.	4817	2	7,916.25	0.00	7,916.25	11/02/2023		44999
			GENERAL ENGINEERING	INV-0923-502		1,037.50	0.00	1,037.50			
			DISINFECTION - PHASE 2	INV-0923-504		6,878.75	0.00	6,878.75			
117684	CHK	A	RH BORDEN AND COMPANY LLC	5521	1	27,245.82	0.00	27,245.82	11/02/2023		44999
			MANHOLE INSPEC.& ASSESSMENT	1476		27,245.82	0.00	27,245.82			
117685	CHK	A	RICHARD WESTON	5523	1	60.00	0.00	60.00	11/02/2023		44999
			OFFICIAL - P&R	10312023		60.00	0.00	60.00			
117686	CHK	A	SCHMIDT CONSTRUCTION	559	1	821.10	0.00	821.10	11/02/2023		44999
			ASPHALT - STREETS	2842469		821.10	0.00	821.10			
117687	CHK	A	SGS ACCUTEST INC.	4859	2	623.00	0.00	623.00	11/02/2023		44999
			1/23 WATER QUALITY TEST	52160150594		410.00	0.00	410.00			
			09/23 WATER QUALITY TEST	52160150671		213.00	0.00	213.00			
117688	CHK	A	SMARTSIGHTS	5088	1	800.00	0.00	800.00	11/02/2023		44999
			2024 RENEWAL	2392166528		800.00	0.00	800.00			
117689	CHK	A	STANDARD INSURANCE COMPANY	1091	1	2,330.84	0.00	2,330.84	11/02/2023		44999
			11/23 STD & LTD	10172023		2,330.84	0.00	2,330.84			
117690	CHK	A	TELLER COUNTY	1512	1	73,226.00	0.00	73,226.00	11/02/2023		44999
			2022 ANIMAL CONTROL CONTRACT	01122023		73,226.00	0.00	73,226.00			
117691	CHK	A	THE CREATIVE CONSORTIUM	4916	1	283.77	0.00	283.77	11/02/2023		44999
			REPAIR - PD	8760		283.77	0.00	283.77			
117692	CHK	A	TIMBER LINE ELEC/CONTROL CORP	1145	1	230.00	0.00	230.00	11/02/2023		44999
			REMOTE SUPPORT	8302		230.00	0.00	230.00			
117693	CHK	A	UBEO BUSINESS SERVICES	5490	1	107.80	0.00	107.80	11/02/2023		44999
			11823 FORMAT PRINTER	4293461		107.80	0.00	107.80			
117694	CHK	A	USA BLUEBOOK	5471	1	195.70	0.00	195.70	11/02/2023		44999
			SUPPLIES - WWTP	INV00156517		195.70	0.00	195.70			
117695	CHK	A	VERO BROADBAND,LLC	5423	1	2,365.81	0.00	2,365.81	11/02/2023		44999
			08/223 CHARGES	08012023A		2,365.81	0.00	2,365.81			
117696	CHK	A	VWR INTERNATIONAL, INC.	983	1	376.14	0.00	376.14	11/02/2023		44999
			SUPPLIES - WWTP	8814221173		376.14	0.00	376.14			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
117697	CHK	A	WAGNER EQUIPMENT CO.	666	2	233.31	0.00	233.31	11/02/2023		44999
			PARTS	P39C0400197		157.41	0.00	157.41			
			PARTS	P39C0400198		75.90	0.00	75.90			
117698	CHK	A	WILSON WILLIAMS LLP	5287	1	12,085.69	0.00	12,085.69	11/02/2023		44999
			10/23 LEGAL FEES	307		12,085.69	0.00	12,085.69			
117699	CHK	A	XEROX BUSINESS SOLUTIONS SOUTH	5336	1	1,638.34	0.00	1,638.34	11/02/2023		44999
			07/23-08/23 CHARGES	IN4557434		1,638.34	0.00	1,638.34			
125	EFT	A	WEX BANK	5187	1	15,175.01	0.00	15,175.01	11/07/2023	HP	45049
			Oct 2023 Wex Bill	92945133		15,175.01	0.00	15,175.01			
117703	CHK	A	ACA SECURITY, INC	4212	1	330.00	0.00	330.00	11/09/2023		45025
			QUARTERLY MONITORING	20261A		330.00	0.00	330.00			
117704	CHK	A	BADGER METER INC	4278	1	2,629.95	0.00	2,629.95	11/09/2023		45025
			CELLULAR LTE UNIT	80141739		2,629.95	0.00	2,629.95			
117705	CHK	A	BARNARD STRUCTURES, INC	5396	1	2,500.00	0.00	2,500.00	11/09/2023		45025
			PIPING - REPLACE	750		2,500.00	0.00	2,500.00			
117706	CHK	A	BIRCHAM'S	75	1	647.49	0.00	647.49	11/09/2023		45025
			10/23 CHARGES	364228		647.49	0.00	647.49			
117707	CHK	A	BLACK HILLS ENERGY	4035	4	6,635.33	0.00	6,635.33	11/09/2023		45025
			10/2023 CHARGES	10232023		6,635.33	0.00	663.99			
			10/2023 CHARGES	10232023		6,635.33	0.00	1,684.09			
			10/2023 CHARGES	10232023		6,635.33	0.00	4,089.69			
			10/2023 CHARGES	10232023		6,635.33	0.00	197.56			
117708	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	11/09/2023		45025
			ACCT. SUPPORT SERVICES	11032023		840.00	0.00	840.00			
117709	CHK	A	BSN SPORT SUPPLY GROUP INC.	3468	1	80.50	0.00	80.50	11/09/2023		45025
			REF SHIRTS	923386114		80.50	0.00	80.50			
117710	CHK	A	CAPITAL ONE, N.A.	5298	1	155.58	0.00	155.58	11/09/2023		45025
			10/2023 CHARGES	10192023		155.58	0.00	155.58			
117711	CHK	A	CENTURYLINK	4342	2	424.64	0.00	424.64	11/09/2023		45025
			10/2023 CHARGES	10252023		424.64	0.00	147.70			
			10/2023 CHARGES	10252023		424.64	0.00	276.94			
117712	CHK	A	CHAD MILDBRANDT	5159	1	37.00	0.00	37.00	11/09/2023		45025
			BARTENDING - UPCC	11062023		37.00	0.00	37.00			
117713	CHK	A	CINTAS CORPORATION NO 2	4977	1	170.36	0.00	170.36	11/09/2023		45025
			UNIFORMS - FLEET	4172692720		170.36	0.00	170.36			
117714	CHK	A	COLORADO ANALYTICAL LAB	4028	2	1,289.40	0.00	1,289.40	11/09/2023		45025
			LAB SERVICES - WWTP	230912066		652.20	0.00	652.20			
			LAB SERVICES - WWTP	230912069		637.20	0.00	637.20			
117715	CHK	A	CORE & MAIN LP	4980	2	2,686.44	0.00	2,686.44	11/09/2023		45025
			STOCK SUPPLIES - F/S	T527643		1,941.72	0.00	1,941.72			

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			STOCK SUPPLIES	T662690		744.72	0.00	744.72			
117716	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	42,870.73	0.00	42,870.73	11/09/2023		45025
			10/2023 CHARGES	11012023		42,870.73	0.00	12,328.46			
			10/2023 CHARGES	11012023		42,870.73	0.00	6,932.03			
			10/2023 CHARGES	11012023		42,870.73	0.00	11,318.81			
			10/2023 CHARGES	11012023		42,870.73	0.00	12,291.43			
117717	CHK	A	CREATIVE CONCEPTS OF AMERICA	2676	1	9,136.40	0.00	9,136.40	11/09/2023		45025
			STAFF CLOTHING	3045		9,136.40	0.00	9,136.40			
117718	CHK	A	DAVE HALTER	5424	2	2,149.50	0.00	2,149.50	11/09/2023		45025
			MEMORIAL PARK REPAIR	10042023A		972.00	0.00	972.00			
			WINTERIZE SPRINKLER SYSTEM	10252023		1,177.50	0.00	1,177.50			
117719	CHK	A	DEEP ROCK	5263	1	138.87	0.00	138.87	11/09/2023		45025
			WATER COOLER SERVICE	21072370102823		138.87	0.00	138.87			
117720	CHK	A	DYLAN MILDBRANDT	5312	1	65.00	0.00	65.00	11/09/2023		45025
			BARTENDING - UPCC	11062023		65.00	0.00	65.00			
117721	CHK	A	EL PASO CTY PUBLIC HEALTH LABO	241	1	252.00	0.00	252.00	11/09/2023		45025
			10/23 BACTERIOLOGICAL	EHS202112571		252.00	0.00	252.00			
117722	CHK	A	ELECTRIC SERVICE OF COLORADO L	4369	1	247.91	0.00	247.91	11/09/2023		45025
			POND RECEPTACLES	7169		247.91	0.00	247.91			
117723	CHK	A	ENDRESS & HAUSER INC	5083	1	2,898.49	0.00	2,898.49	11/09/2023		45025
			SUPPLIES - WWTP	6002486250		2,898.49	0.00	2,898.49			
117724	CHK	A	ENGER, JANE	3876	1	92.50	0.00	92.50	11/09/2023		45025
			INSTRUCTOR - P&R	11022023		92.50	0.00	92.50			
117725	CHK	A	FOXWORTH - GALBRAITH LUMBER CO	96	4	582.33	0.00	582.33	11/09/2023		45025
			10/2023 CHARGES	10312023		582.33	0.00	106.62			
			10/2023 CHARGES	10312023		582.33	0.00	117.34			
			10/2023 CHARGES	10312023		582.33	0.00	63.18			
			10/2023 CHARGES	10312023		582.33	0.00	295.19			
117726	CHK	A	GALLS, LLC	5221	1	79.70	0.00	79.70	11/09/2023		45025
			UNIFORM - PANTS	026059586		79.70	0.00	79.70			
117727	CHK	A	GAZETTE, THE	276	1	83.83	0.00	83.83	11/09/2023		45025
			10/23 LEGAL NOTICE	10312023		83.83	0.00	83.83			
117728	CHK	A	GOTO COMMUNICATIONS, INC.	5410	1	2,575.32	0.00	2,575.32	11/09/2023		45025
			11/23 CHARGES	IN7102408138		2,575.32	0.00	2,575.32			
117729	CHK	A	GOVOS	5349	1	2,120.50	0.00	2,120.50	11/09/2023		45025
			11/23 MUNIREVS	INV-3493		2,120.50	0.00	2,120.50			
117730	CHK	A	GRAINGER INC.	282	2	338.61	0.00	338.61	11/09/2023		45025
			VALVES - F&G	9877810961		285.45	0.00	285.45			
			WARNING FLAGS - F&G	9878293365		53.16	0.00	53.16			
117731	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	7,577.14	0.00	7,577.14	11/09/2023		45025

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			11/23 CLEANING	3522		7,577.14	0.00	7,577.14			
117732	CHK	A	KS STATEBANK	5217	1	377.98	0.00	377.98	11/09/2023		45025
			KYOCERA COPIER - WAC	57341-12-2023		377.98	0.00	377.98			
117733	CHK	A	MACDOUGALL & WOLDRIDGE, PC	1228	1	112.50	0.00	112.50	11/09/2023		45025
			PROFESSIONAL FEE	162760		112.50	0.00	112.50			
117734	CHK	A	MARY MOODEY	5480	1	48.00	0.00	48.00	11/09/2023		45025
			BARTENDING - UPCC	11062023		48.00	0.00	48.00			
117735	CHK	A	MEDICINE FOR BUSINESS AND INDU	5476	1	90.00	0.00	90.00	11/09/2023		45025
			DRUG SCREEN	801782		90.00	0.00	90.00			
117736	CHK	A	KADIN DAVIS	1	1	150.00	0.00	150.00	11/09/2023		45025
			WATER DIST. CLASS 1 TEST	10012023		150.00	0.00	150.00			
117737	CHK	A	SUSAN KENNEDY	1	1	75.00	0.00	75.00	11/09/2023		45025
			BACKDROP FOR MIDLAND PAVILION	11032023		75.00	0.00	75.00			
117738	CHK	A	SAM DUNBAR	1	1	237.00	0.00	237.00	11/09/2023		45025
			TRAINING REIMBURSEMENT	11072023		237.00	0.00	237.00			
117739	CHK	A	JASON HUGHES	1	1	65.00	0.00	65.00	11/09/2023		45025
			UTILITY REFUND	2021.06A		65.00	0.00	65.00			
117740	CHK	A	WILLIAM GREINER	1	1	38.92	0.00	38.92	11/09/2023		45025
			UTILITY REFUND	3004.03		38.92	0.00	38.92			
117741	CHK	A	NALCO CHEMICAL COMPANY	457	2	16,635.89	0.00	16,635.89	11/09/2023		45025
			Chemicals-WTP	6602273939		15,597.87	0.00	15,597.87			
			CHEMICALS - WTP	6602273939A		1,038.02	0.00	1,038.02			
117742	CHK	A	NORTHERN SAFETY & INDUSTRIAL CO	2417	2	562.28	0.00	562.28	11/09/2023		45025
			SAFETY ITEMS - F&G	905797461		257.90	0.00	257.90			
			JACKETS - STREETS	905803233		304.38	0.00	304.38			
117743	CHK	A	PERKINS MOTOR CITY DODGE	2354	1	207.50	0.00	207.50	11/09/2023		45025
			#40 REPAIR	609263		207.50	0.00	207.50			
117744	CHK	A	PITNEY BOWES GLOBAL FINANCIAL	2479	1	90.00	0.00	90.00	11/09/2023		45025
			11/23 POSTAGE METER LEASE	3318242376		90.00	0.00	90.00			
117745	CHK	A	PRIORITY RESEARCH	4392	1	69.30	0.00	69.30	11/09/2023		45025
			BACKGROUND CHECKS	1113016		69.30	0.00	69.30			
117746	CHK	A	RICHARD WESTON	5523	1	60.00	0.00	60.00	11/09/2023		45025
			OFFICIAL - P&R	11022023		60.00	0.00	60.00			
117747	CHK	A	SCHMIDT CONSTRUCTION	559	1	408.48	0.00	408.48	11/09/2023		45025
			ASPHJALT - ST	2843682		408.48	0.00	408.48			
117748	CHK	A	SEACHANGE PRINT INNOVATIONS	5216	1	3,968.72	0.00	3,968.72	11/09/2023		45025
			2023 PARTIAL DEPOSIT	INV021232		3,968.72	0.00	3,968.72			
117749	CHK	A	SGS ACCUTEST INC.	4859	1	383.75	0.00	383.75	11/09/2023		45025

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			09/23 WATER QUALITY TEST	52160150907		383.75	0.00	383.75			
117750	CHK	A	SPRUCE NETWORKS, LLC	5437	1	346.50	0.00	346.50	11/09/2023		45025
			Network Engineering Support	1012		346.50	0.00	346.50			
117751	CHK	A	STERICYCLE, INC	5526	1	121.28	0.00	121.28	11/09/2023		45025
			SHREDDING SERVICES	8005251588		121.28	0.00	121.28			
117752	CHK	A	TDS BROADBAND LLC	5335	3	1,564.41	0.00	1,564.41	11/09/2023		45025
			11/23 CHARGES	10252023		92.45	0.00	92.45			
			11/23 CHARGES	10252023A		833.18	0.00	833.18			
			11/23 CHARGES	10252023B		638.78	0.00	638.78			
117753	CHK	A	TELLER CNTY PUBLIC HEALTH	2293	1	238.00	0.00	238.00	11/09/2023		45025
			IMMUNIZATIONS	10052023		238.00	0.00	238.00			
117754	CHK	A	TELLER COUNTY WASTE	4158	4	869.75	0.00	869.75	11/09/2023		45025
			11/23 TRASH CHARGES	10052023		869.75	0.00	88.75			
			11/23 TRASH CHARGES	10052023		869.75	0.00	579.00			
			11/23 TRASH CHARGES	10052023		869.75	0.00	163.00			
			11/23 TRASH CHARGES	10052023		869.75	0.00	39.00			
117755	CHK	A	THE LOCK SHOP	2431	1	815.00	0.00	815.00	11/09/2023		45025
			SERVICE CALL - MEMORIAL PARK	#INV-002180		815.00	0.00	815.00			
117756	CHK	A	TRACTOR SUPPLY COMPANY	4753	1	727.88	0.00	727.88	11/09/2023		45025
			10/2023 CHARGES	10302023		727.88	0.00	727.88			
117757	CHK	A	US POSTAL SERVICE	516	2	3,000.00	0.00	3,000.00	11/09/2023		45025
			UT BILL POSTAGE-PERMIT 24	11032023		3,000.00	0.00	1,950.00			
			UT BILL POSTAGE-PERMIT 24	11032023		3,000.00	0.00	1,050.00			
117758	CHK	A	UTE PASS HISTORICAL SOCIETY	3055	1	100.00	0.00	100.00	11/09/2023		45025
			DONATION	10132023		100.00	0.00	100.00			
117759	CHK	A	WHISLER INDUSTRIAL SUPPLY	682	1	368.12	0.00	368.12	11/09/2023		45025
			PARTS - WWTP	2447146		368.12	0.00	368.12			
117760	CHK	A	XEROX BUSINESS SOLUTIONS SOUTH	5336	1	1,638.34	0.00	1,638.34	11/09/2023		45025
			10/23-11/23 CHARGES	IN4738564		1,638.34	0.00	1,638.34			
127	EFT	A	VECTRA BANK COLORADO	4705	4	25,334.93	0.00	25,334.93	11/15/2023	HP	45107
			Oct 2023 Visa Bill	10312023		25,334.93	0.00	173.83-			
			Oct 2023 Visa Bill	10312023		25,334.93	0.00	17,756.78			
			Oct 2023 Visa Bill	10312023		25,334.93	0.00	7,711.76			
			Oct 2023 Visa Bill	10312023		25,334.93	0.00	40.22			
117761	CHK	A	A-ONE CHIPSEAL	4296	1	195,751.67	0.00	195,751.67	11/16/2023		45036
			CHIPSEAL PROJECT #3	13184-03		195,751.67	0.00	195,751.67			
117762	CHK	A	ALLIE OSSINGER	5542	1	141.00	0.00	141.00	11/16/2023		45036
			BARTENDING - UPCC	11082023		141.00	0.00	141.00			
117763	CHK	A	ASMUS LAW FIRM PC	5518	1	600.00	0.00	600.00	11/16/2023		45036
			LEGAL SVCS	8438		600.00	0.00	600.00			

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117764	CHK	A	BASELINE ENGINEERING CORPORATI	5408	2	1,767.50	0.00	1,767.50	11/16/2023		45036
			Fire line design UPCC&ADA	29606		873.50	0.00	873.50			
			Rdwy Improvements&Public Art	29607		894.00	0.00	894.00			
117765	CHK	A	CASELLE INC	2356	2	513.00	0.00	513.00	11/16/2023		45036
			12/23 CONTRACT	128394		513.00	0.00	179.55			
			12/23 CONTRACT	128394		513.00	0.00	333.45			
117766	CHK	A	CHAD MILDBRANDT	5159	1	74.50	0.00	74.50	11/16/2023		45036
			BARTENDING - UPCC	11122023		74.50	0.00	74.50			
117767	CHK	A	CINTAS CORPORATION NO 2	4977	1	146.17	0.00	146.17	11/16/2023		45036
			UNIFORM - FLEET	4173432649		146.17	0.00	146.17			
117768	CHK	A	CML COLORADO MUNICIPAL LEAGUE	172	1	6,774.00	0.00	6,774.00	11/16/2023		45036
			2024 MEMBERSHIP	3620-2024		6,774.00	0.00	6,774.00			
117769	CHK	A	CODE 3 CHRISTMAS LIGHTS LTD	5536	2	44,849.00	0.00	44,849.00	11/16/2023		45036
			Christmas Lights Hwy 24	373		42,839.00	0.00	42,839.00			
			CITY CHRISTMAS LIGHTING	373A		2,010.00	0.00	2,010.00			
117770	CHK	A	DAVID A. LANGLEY ARCHITECTS	3720	1	4,280.00	0.00	4,280.00	11/16/2023		45036
			City Hall Facade Design	22-22-2358		4,280.00	0.00	4,280.00			
117771	CHK	A	DYLAN MILDBRANDT	5312	2	217.50	0.00	217.50	11/16/2023		45036
			BARTENDING - UPCC	11082023		146.00	0.00	146.00			
			BARTENDING - UPCC	11122023		71.50	0.00	71.50			
117772	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	182.50	0.00	182.50	11/16/2023		45036
			BACKGROUND CHECKS	0000484223		182.50	0.00	182.50			
117773	CHK	A	EVERBANK, N.A.	5541	1	594.00	0.00	594.00	11/16/2023		45036
			11/23 CONTRACT	9767726		594.00	0.00	594.00			
117774	CHK	A	GRAINGER INC.	282	2	757.95	0.00	757.95	11/16/2023		45036
			PUMP - WWTP	9887238260		640.65	0.00	640.65			
			METER - WWTP	9897001930		117.30	0.00	117.30			
117775	CHK	A	HACH COMPANY	291	1	991.00	0.00	991.00	11/16/2023		45036
			LAB SUPPLIES	13781060		991.00	0.00	991.00			
117776	CHK	A	HOME DEPOT CREDIT SERVICES	1758	2	456.17	0.00	456.17	11/16/2023		45036
			10/23 CHARGES	10292023		456.17	0.00	159.66			
			10/23 CHARGES	10292023		456.17	0.00	296.51			
117777	CHK	A	JR ENGINEERING LTD	353	1	3,122.90	0.00	3,122.90	11/16/2023		45036
			Hwy 24 Flashin Beacon- P A	83213		3,122.90	0.00	3,122.90			
117778	CHK	A	KENYON, P JORDAN PH.D.	4333	1	600.00	0.00	600.00	11/16/2023		45036
			PRE-EMPLOYMENT TESTING	2510-12		600.00	0.00	600.00			
117779	CHK	A	KROGER-KING SOOPERS CUST CHGS	145	1	70.96	0.00	70.96	11/16/2023		45036
			11/2023 CHARGES	11072023		70.96	0.00	70.96			
117780	CHK	A	LEXIS NEXIS ACCURINT	3379	1	44.00	0.00	44.00	11/16/2023		45036
			INTERNET SEARCHES	1209360-20231031		44.00	0.00	44.00			

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117781	CHK	A	LIGHTING, ACCESSORY & WARNING	4770	2	8,096.07	0.00	8,096.07	11/16/2023		45036
			Vehicle laptop stand retrofit	23353		4,754.21	0.00	4,754.21			
			VEHICLE EQUIP RETRFIT INSTALL	23584		3,341.86	0.00	3,341.86			
117782	CHK	A	MARY MOODEY	5480	1	51.00	0.00	51.00	11/16/2023		45036
			BARTENDING - UPCC	11142023		51.00	0.00	51.00			
117783	CHK	A	MEDICINE FOR BUSINESS AND INDU	5476	1	65.00	0.00	65.00	11/16/2023		45036
			RUG SCREEN - BURRIS	803867		65.00	0.00	65.00			
117784	CHK	A	LINDA ALLRED	1	1	316.85	0.00	316.85	11/16/2023		45036
			CONFERENCE REIMBURSEMENT	11082023		316.85	0.00	316.85			
117785	CHK	A	NICHOLE SAUER	1	1	31.44	0.00	31.44	11/16/2023		45036
			MILEAGE REIMBURSEMENT	11092023		31.44	0.00	31.44			
117786	CHK	A	PAMELA CUNINGHAM	1	1	91.63	0.00	91.63	11/16/2023		45036
			UTILITY REFUND	1463.04		91.63	0.00	91.63			
117787	CHK	A	COMPLETE WINDOW CARE	1	1	634.02	0.00	634.02	11/16/2023		45036
			REIMBURSEMENT	18648		634.02	0.00	634.02			
117788	CHK	A	LINDSEY TYSLAND	1	1	86.85	0.00	86.85	11/16/2023		45036
			UTILITY REFUND	6204.01		86.85	0.00	86.85			
117789	CHK	A	KIMBERLY WEILERT	1	1	45.00	0.00	45.00	11/16/2023		45036
			REFUND - P&R	62457933		45.00	0.00	45.00			
117790	CHK	A	KIMBERLY WEILERT	1	1	45.00	0.00	45.00	11/16/2023		45036
			REFUND - P&R	62457967		45.00	0.00	45.00			
117791	CHK	A	GAIL BRICKNER	1	1	40.00	0.00	40.00	11/16/2023		45036
			REFUND - P&R	62459546		40.00	0.00	40.00			
117792	CHK	A	NAPA AUTO PARTS	2048	2	1,387.63	0.00	1,387.63	11/16/2023		45036
			10/2023 CHARGES	10312023		1,387.63	0.00	207.14			
			10/2023 CHARGES	10312023		1,387.63	0.00	1,180.49			
117793	CHK	A	O'REILLY AUTOMOTIVE STORES, IN	4531	1	40.78	0.00	40.78	11/16/2023		45036
			10/23 CHARGES	10282023		40.78	0.00	40.78			
117794	CHK	A	OLGOONIK ENTERPRISES, LLC	5522	3	676,312.50	0.00	676,312.50	11/16/2023		45036
			OnCall Asphalt&Concrete TO1	1		659,083.25	0.00	659,083.25			
			PARKING LOT & STREET REPAIRS	1A		12,009.25	0.00	12,009.25			
			OnCall Asphalt & Concrete TO2	1B		5,220.00	0.00	5,220.00			
117795	CHK	A	PAVEMENT REPAIR & SUPPLIES INC	3202	1	1,290.00	0.00	1,290.00	11/16/2023		45036
			PERMA PATCH	2023-911A		1,290.00	0.00	1,290.00			
117796	CHK	A	PIKES PEAK TELEVISION, INC	4663	1	1,000.00	0.00	1,000.00	11/16/2023		45036
			10/23 WEATHER	636981-10		1,000.00	0.00	1,000.00			
117797	CHK	A	RE/SPEC INC.	4817	2	5,900.70	0.00	5,900.70	11/16/2023		45036
			08/23 GENERAL ENGINEERING	INV-0823-1343		350.00	0.00	350.00			
			DISINFECTON	INV-0823-1346		5,550.70	0.00	5,550.70			

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117798	CHK	A	RED BARON CAR WASH	4191	2	484.38	0.00	484.38	11/16/2023		45036
			10/23 CHARGES	2338		484.38	0.00	20.00			
			10/23 CHARGES	2338		484.38	0.00	464.38			
117799	CHK	A	TELLER COUNTY WASTE	4158	1	970.00	0.00	970.00	11/16/2023		45036
			12/23 PORTABLE RESTROOMS	57137		970.00	0.00	970.00			
117800	CHK	A	TRANSWEST TRUCK TRAILER RV	5253	1	91.11	0.00	91.11	11/16/2023		45036
			THERMOSTAT	008P202101		91.11	0.00	91.11			
117801	CHK	A	VELOCITY CONSTRUCTORS, INC.	4203	1	166,246.20	0.00	166,246.20	11/16/2023		45036
			D.O.V.E 3R Booster Station	9		166,246.20	0.00	166,246.20			
117802	CHK	A	VERIZON	3856	2	757.89	0.00	757.89	11/16/2023		45036
			10/2023 CHARGES	9947828114		757.89	0.00	706.51			
			10/2023 CHARGES	9947828114		757.89	0.00	51.38			
117803	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	168.29	0.00	168.29	11/16/2023		45036
			DEER DISPOSAL	0006374-2517-4		168.29	0.00	168.29			
117804	CHK	A	WAXIE SANITARY SUPPLY	4189	1	1,295.16	0.00	1,295.16	11/16/2023		45036
			CUSTODIAL SUPPLIES - F&G	82097717		1,295.16	0.00	1,295.16			
117805	CHK	A	WESTERN ENTERPRISES	5426	1	2,496.00	0.00	2,496.00	11/16/2023		45036
			DECEMBER 2 FIREWORKS	11072023		2,496.00	0.00	2,496.00			
117806	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	716.07	0.00	716.07	11/16/2023		45036
			09/23-10/23 WELLFIELD	10242023		716.07	0.00	716.07			
117807	CHK	A	WEX HEALTH INC	5283	1	83.00	0.00	83.00	11/16/2023		45036
			10/23 FSA	0001831121-IN		83.00	0.00	83.00			
117808	CHK	A	WILSON & COMPANY, INC.	5212	2	7,531.00	0.00	7,531.00	11/16/2023		45036
			10/7-11/3 PROFESSIONAL SVCS.	120999		2,008.00	0.00	2,008.00			
			10/23-11/03 PROF. SERVICES	121000		5,523.00	0.00	5,523.00			
117809	CHK	A	WOODLAND HARDWARE & RENTAL	2739	4	2,074.41	0.00	2,074.41	11/16/2023		45036
			10/23 CHARGES	10312023		2,074.41	0.00	251.31			
			10/23 CHARGES	10312023		2,074.41	0.00	427.59			
			10/23 CHARGES	10312023		2,074.41	0.00	1,357.29			
			10/23 CHARGES	10312023		2,074.41	0.00	38.22			
117810	CHK	A	WOODLAND PARK SCHOOL DIST RE-2	1262	2	560,513.77	0.00	560,513.77	11/16/2023		45036
			08/23 SALES TAX	11142023		274,090.21	0.00	274,090.21			
			09/23 SALES TAX	11142023A		286,423.56	0.00	286,423.56			
117811	CHK	A	XEROX BUSINESS SOLUTIONS SOUTH	5336	1	1,638.34	0.00	1,638.34	11/16/2023		45036
			11/23-12/23 CHARGES	IN4752620		1,638.34	0.00	1,638.34			
117814	CHK	A	AIS SPECIALTY PRODUCTS, INC	3074	1	230.00	0.00	230.00	11/30/2023		45057
			SILICONE SPRAY	PSI531047		230.00	0.00	230.00			
117815	CHK	A	ALPINE BUICK GMC SOUTH INC	5474	1	618.96	0.00	618.96	11/30/2023		45057
			REPAIR	6130383/1		618.96	0.00	618.96			
117816	CHK	A	AMERICAN RED CROSS	857	1	882.00	0.00	882.00	11/30/2023		45057

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			LIFEGUARD CLASS	22626057		882.00	0.00	882.00			
117817	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	11/30/2023		45057
			ACCT. SUPPORT SERVICES	11172023		840.00	0.00	840.00			
117818	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	3	667.85	0.00	667.85	11/30/2023		45057
			UNIFORM - SHELTON	23-12592		228.95	0.00	228.95			
			UNIFORM - SOCZEK	23-12593		108.30	0.00	108.30			
			UNIFORM - DERRINGTON	23-12624		330.60	0.00	330.60			
117819	CHK	A	CAMPIL USA, INC	3668	1	306.24	0.00	306.24	11/30/2023		45057
			SUPPLIES - WWTP	30427695		306.24	0.00	306.24			
117820	CHK	A	CHAD MILDBRANDT	5159	1	121.50	0.00	121.50	11/30/2023		45057
			BARTENDING - UPCC	11202023		121.50	0.00	121.50			
117821	CHK	A	CINTAS CORPORATION NO 2	4977	1	146.17	0.00	146.17	11/30/2023		45057
			UNIFORMS - FLEET	4174043597		146.17	0.00	146.17			
117822	CHK	A	CITY OF COLORADO SPRINGS	1916	1	450.00	0.00	450.00	11/30/2023		45057
			TRAINING - K. JOHNSON	PD16581		450.00	0.00	450.00			
117823	CHK	A	CIVICPLUS	5189	1	3,980.53	0.00	3,980.53	11/30/2023		45057
			ACCT. ACTIVATION/2024 SETUP	280857		3,980.53	0.00	3,980.53			
117824	CHK	A	COLORADO ANALYTICAL LAB	4028	2	253.00	0.00	253.00	11/30/2023		45057
			LAB SERVICES - WWTP	231107025		134.00	0.00	134.00			
			LAB SERVICES - WWTP	231107028		119.00	0.00	119.00			
117825	CHK	A	CORE & MAIN LP	4980	2	5,734.62	0.00	5,734.62	11/30/2023		45057
			SUPPLIES - F/S	T903813		3,476.76	0.00	3,476.76			
			SUPPLIES - F/S	T946300		2,257.86	0.00	2,257.86			
117826	CHK	A	CREATIVE CONCEPTS OF AMERICA	2676	2	902.50	0.00	902.50	11/30/2023		45057
			CITY LOGO STICKERS	3051		326.50	0.00	326.50			
			PW & UTILITIES HATS	3052		576.00	0.00	576.00			
117827	CHK	A	DALE WINTERS	5500	1	104.00	0.00	104.00	11/30/2023		45057
			OFFICIAL - P&R	11282023		104.00	0.00	104.00			
117828	CHK	A	DEEP ROCK	5263	1	191.34	0.00	191.34	11/30/2023		45057
			WATER COOLER SERVICE	21072370112523		191.34	0.00	191.34			
117829	CHK	A	DOCUMART COPIES & PRINTING	3252	4	280.00	0.00	280.00	11/30/2023		45057
			BUSINESS CARDS - WPPD	375392		85.00	0.00	85.00			
			BUSINESS CARDS	375673		65.00	0.00	65.00			
			BUSINESS CARDS	375694		65.00	0.00	65.00			
			BUSINESS CARDS	375709		65.00	0.00	65.00			
117830	CHK	A	ERIC DONALDSON	5545	1	190.00	0.00	190.00	11/30/2023		45057
			OFFICIAL - P&R	11282023		190.00	0.00	190.00			
117831	CHK	A	FARIS MACHINERY CO.	1712	1	1,297.37	0.00	1,297.37	11/30/2023		45057
			EQUIPMENT - ST	A17186		1,297.37	0.00	1,297.37			
117832	CHK	A	GALLS, LLC	5221	6	213.16	0.00	213.16	11/30/2023		45057

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			UNIFORM - WPPD	026059589		93.68	0.00	93.68			
			UNIFORM - WPPD	026059598		75.54	0.00	75.54			
			UNIFORM - WPPD	026059619		75.12	0.00	75.12			
			PANTS	026059635		75.60	0.00	75.60			
			UNIFORM - WPPD	026068882		302.12	0.00	302.12			
			CREDIT	026069515		408.90-	0.00	408.90-			
117833	CHK	A	GOLDSTAR PRODUCTS, INC	4502	1	1,906.40	0.00	1,906.40	11/30/2023		45057
			GREEN FIRE - F&G	0078392-IN		1,906.40	0.00	1,906.40			
117834	CHK	A	GOVOS	5349	1	2,120.00	0.00	2,120.00	11/30/2023		45057
			12/23 MUNIREVS	INV-3643		2,120.00	0.00	2,120.00			
117835	CHK	A	GRAINGER INC.	282	4	935.88	0.00	935.88	11/30/2023		45057
			CONNECTORS	9895386697		394.68	0.00	394.68			
			DATA CABLE - WTP	9896301463		445.12	0.00	445.12			
			SUPPLIES - WWTP	9903285717		53.80	0.00	53.80			
			SUPPLIES - WWTP	9906784781		42.28	0.00	42.28			
117836	CHK	A	HOLMAN	4630	1	1,056.00	0.00	1,056.00	11/30/2023		45057
			CUTTING EDGE KIT - ST	2013407		1,056.00	0.00	1,056.00			
117837	CHK	A	INTERSTATE CHEMICAL CO, INC.	2387	1	15,109.00	0.00	15,109.00	11/30/2023		45057
			SODA ASH - WTP	557137		15,109.00	0.00	15,109.00			
117838	CHK	A	JOHN BREITENSTEIN	5540	1	208.00	0.00	208.00	11/30/2023		45057
			OFFICIAL - P&R	11282023		208.00	0.00	208.00			
117839	CHK	A	JUDD'S GLASS & MIRROR	5340	1	1,761.00	0.00	1,761.00	11/30/2023		45057
			Cracked Window Replacement	96791A		1,761.00	0.00	1,761.00			
117840	CHK	A	KIMLEY-HORN AND ASSOCIATES, INC	5164	1	5,000.00	0.00	5,000.00	11/30/2023		45057
			Amendment 2. Hwy 67 Widening	096883003-1023		5,000.00	0.00	5,000.00			
117841	CHK	A	MEBULBS	3794	1	704.22	0.00	704.22	11/30/2023		45057
			LED FIXTURE	44045334-01		704.22	0.00	704.22			
117842	CHK	A	MELODY KLEMA	77	2	111.35	0.00	111.35	11/30/2023		45057
			BARTENDING - UPCC	11282023		89.70	0.00	89.70			
			REIMBURSEMENT	11282023A		21.65	0.00	21.65			
117843	CHK	A	MICHOW COX & MCASKIN	5404	1	405.00	0.00	405.00	11/30/2023		45057
			LEGAL EXPENSE	WPDDA.OCT2023.001		405.00	0.00	405.00			
117844	CHK	A	KAREN KOVICH	1	1	400.00	0.00	400.00	11/30/2023		45057
			ARTIST FOR NYE	11162023		400.00	0.00	400.00			
117845	CHK	A	ELLIANET ENAMORADO	1	1	17.69	0.00	17.69	11/30/2023		45057
			MILEAGE REIMBURSEMENT	11202023		17.69	0.00	17.69			
117846	CHK	A	SAM DUNBAR	1	1	158.00	0.00	158.00	11/30/2023		45057
			TRAINING REIMBURSEMENT	11212023		158.00	0.00	158.00			
117847	CHK	A	DAVID KEATHLEY	1	1	71.64	0.00	71.64	11/30/2023		45057
			CLOTHING REIMBURSEMENT	11272023		71.64	0.00	71.64			

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117848	CHK	A	STEVE VARNER	1	1	228.81	0.00	228.81	11/30/2023		45057
			CLOTHING REIMBURSEMENT	11272023A		228.81	0.00	228.81			
117849	CHK	A	KEN BUSH	1	3	1,738.67	0.00	1,738.67	11/30/2023		45057
			UTILITY REFUND	3035.04		1,738.67	0.00	216.83			
			UTILITY REFUND	3035.04		1,738.67	0.00	690.62			
			UTILITY REFUND	3035.04		1,738.67	0.00	831.22			
117850	CHK	A	DAYBREAK AN ADULT DAY PROGRAM	1	1	45.00	0.00	45.00	11/30/2023		45057
			UTILITY REFUND	3668.07		45.00	0.00	45.00			
117851	CHK	A	DAYBREAK AN ADULT DAY PROGRAM	1	1	16.05	0.00	16.05	11/30/2023		45057
			UTILITY DEPOSIT REFUND	3668.07A		16.05	0.00	16.05			
117852	CHK	A	LAUREN ALLEN	1	1	11.18	0.00	11.18	11/30/2023		45057
			UTILITY REFUND	3802.12		11.18	0.00	11.18			
117853	CHK	A	WISHING STAR FARM	1	1	500.00	0.00	500.00	11/30/2023		45057
			PETTING ZOO	555		500.00	0.00	500.00			
117854	CHK	A	THOMAS DAPOLITO	1	1	28.95	0.00	28.95	11/30/2023		45057
			UTILITY REFUND	622.19		28.95	0.00	28.95			
117855	CHK	A	NORTHERN SAFETY & INDUSTRIAL CO	2417	1	101.40	0.00	101.40	11/30/2023		45057
			JACKET - ST	905844424		101.40	0.00	101.40			
117856	CHK	A	OCCUPATIONAL HEALTH CENTERS OF	5300	1	494.00	0.00	494.00	11/30/2023		45057
			PRE-EMPLOYMENT TESTING	16968333		494.00	0.00	494.00			
117857	CHK	A	OVERHEAD DOOR CORPORATION	5126	1	3,294.00	0.00	3,294.00	11/30/2023		45057
			GARAGE DOOR-P&R	20090493		3,294.00	0.00	3,294.00			
117858	CHK	A	PHIL LONG FORD	504	1	191.20	0.00	191.20	11/30/2023		45057
			MIRROR #5	971179		191.20	0.00	191.20			
117859	CHK	A	PLANT ENGINEERING CONSULTANTS,	5391	3	5,730.00	0.00	5,730.00	11/30/2023		45057
			Front End Specs for HVAC UPCC	15496		764.00	0.00	764.00			
			Front End Specs for HVAC UPCC	15551		3,438.00	0.00	3,438.00			
			Front End Specs for HVAC UPCC	15645		1,528.00	0.00	1,528.00			
117860	CHK	A	RAMPART SUPPLY, INC.	528	1	1,947.03	0.00	1,947.03	11/30/2023		45057
			MOTOR - WWTP	S5826531.001		1,947.03	0.00	1,947.03			
117861	CHK	A	RAMPART SURVEYS, LLC	1501	1	200.00	0.00	200.00	11/30/2023		45057
			SURVEY EXPENSE PROPERTY CLOSE	5708A		200.00	0.00	200.00			
117862	CHK	A	RE/SPEC INC.	4817	2	14,192.53	0.00	14,192.53	11/30/2023		45057
			GENERAL ENGINEERING	INV-1023-1534		3,635.00	0.00	3,635.00			
			DISINFECTION PHASE 2	INV-1023-1536		10,557.53	0.00	10,557.53			
117863	CHK	A	REBECCA ALLEN	5329	3	600.00	0.00	600.00	11/30/2023		45057
			10/2023 ADMIN EXPENSE	515		200.00	0.00	200.00			
			11/2023 ADMIN EXPENSE	518		200.00	0.00	200.00			
			12/2023 ADMIN EXPENSE	522		200.00	0.00	200.00			
117864	CHK	A	REES SCIENTIFIC LLC	5496	1	3,448.17	0.00	3,448.17	11/30/2023		45057

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			Evidence Room Alarm System	95837		3,448.17	0.00	3,448.17			
117865	CHK	A	SGS ACCUTEST INC.	4859	1	378.75	0.00	378.75	11/30/2023		45057
			10/23 WATER QUALITY TEST	52160151225		378.75	0.00	378.75			
117866	CHK	A	SLATERCOM LIGHTING SOLUTIONS	5547	1	1,584.00	0.00	1,584.00	11/30/2023		45057
			LED PACLIGHTS	8485		1,584.00	0.00	1,584.00			
117867	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	259.61	0.00	259.61	11/30/2023		45057
			EVENT EXPENSE	S0152269		259.61	0.00	259.61			
117868	CHK	A	STANDARD INSURANCE COMPANY	1091	1	2,362.60	0.00	2,362.60	11/30/2023		45057
			12/23 STD & LTD	11162023		2,362.60	0.00	2,362.60			
117869	CHK	A	T-MOBILE	5494	4	4,128.88	0.00	4,128.88	11/30/2023		45057
			10/2023 CHARGES	10212023		4,128.88	0.00	185.09			
			10/2023 CHARGES	10212023		4,128.88	0.00	176.22			
			10/2023 CHARGES	10212023		4,128.88	0.00	3,453.71			
			10/2023 CHARGES	10212023		4,128.88	0.00	313.86			
117870	CHK	A	TDS BROADBAND LLC	5335	1	89.95	0.00	89.95	11/30/2023		45057
			12/23 CHARGES	11062023		89.95	0.00	89.95			
117871	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	2	3,493.48	0.00	3,493.48	11/30/2023		45057
			CHEMICALS - WAC	INS-13980		2,149.73	0.00	2,149.73			
			CHEMICALS - WAC	INS-14055		1,343.75	0.00	1,343.75			
117872	CHK	A	THE FURNACE GUY, INC	5449	1	2,042.00	0.00	2,042.00	11/30/2023		45057
			BOILER SERVICE	317206		2,042.00	0.00	2,042.00			
117873	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	269.61	0.00	269.61	11/30/2023		45057
			UTILITY LOCATES	223101572		269.61	0.00	175.24			
			UTILITY LOCATES	223101572		269.61	0.00	94.37			
117874	CHK	A	VERO BROADBAND, LLC	5423	1	2,365.81	0.00	2,365.81	11/30/2023		45057
			11/2023 CHARGES	11.01.2023		2,365.81	0.00	2,365.81			
117875	CHK	A	WAGNER EQUIPMENT CO.	666	2	414.09	0.00	414.09	11/30/2023		45057
			PARTS - ST	P39C0401226		382.83	0.00	382.83			
			100-332-4410	P39C0401544		31.26	0.00	31.26			
117876	CHK	A	WATCHPOINT SURVEILLANCE INC.	5498	1	408.00	0.00	408.00	11/30/2023		45057
			REPLACEMENT CAMERA	3761		408.00	0.00	408.00			
117877	CHK	A	WAXIE SANITARY SUPPLY	4189	2	234.73	0.00	234.73	11/30/2023		45057
			CUSTODIAL SUPPLIES - WAC	82067864		155.63	0.00	155.63			
			CUSTODIAL SUPPLIES	82114051		79.10	0.00	79.10			
117878	CHK	A	WOODLAND PARK HIGH SCHOOL	1102	1	200.00	0.00	200.00	11/30/2023		45057
			CULINARY ARTS-COOKIES	11282023		200.00	0.00	200.00			
REGISTER TOTALS			Checks: 229 Voids: 0		323	2,144,330.39	0.00	2,144,330.39			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
19175	Lifeguard	1	426.32	43.62	382.70	11/3/2023
19176	Lifeguard	1	347.50	34.58	312.92	11/3/2023
19177	Lifeguard	1	453.96	46.73	407.23	11/3/2023
19178	Maint. Worker I - PBG	1	1,888.00	532.57	1,355.43	11/3/2023
19179	Lifeguard	1	265.11	24.28	240.83	11/17/2023
19180	Lifeguard	1	354.67	35.13	319.54	11/17/2023
19181	Maint. Worker I - PBG	1	1,888.00	532.56	1,355.44	11/17/2023
19182	WTO A	1	1,204.80	637.33	567.47	11/17/2023
53662	Fleet Mechanic I	1	2,282.40	655.44	1,626.96	11/3/2023
53663	Lifeguard	1	102.38	7.84	94.54	11/3/2023
53664	Police Officer II	1	4,248.25	1,078.34	3,169.91	11/3/2023
53665	Fitness Instructor	1	52.78	4.04	48.74	11/3/2023
53666	Lieutenant	1	3,463.32	859.39	2,603.93	11/3/2023
53667	Sergeant	1	3,618.30	782.33	2,835.97	11/3/2023
53668	Police Officer I	1	2,711.19	705.29	2,005.90	11/3/2023
53669	Help Desk Technician	1	1,712.00	403.35	1,308.65	11/3/2023
53670	Lifeguard	1	542.59	58.49	484.10	11/3/2023
53671	Dispatcher I	1	1,959.00	512.44	1,446.56	11/3/2023
53672	WTO	1	1,652.80	389.76	1,263.04	11/3/2023
53673	Utility Billing Techni	1	2,112.00	704.46	1,407.54	11/3/2023
53674	Planner	1	2,868.74	911.79	1,956.95	11/3/2023
53675	Grant Analyst	1	2,680.92	446.70	2,234.22	11/3/2023
53676	Crew Chief-Streets	1	2,886.98	780.82	2,106.16	11/3/2023
53677	Water Fitness Instruct	1	642.08	69.40	572.68	11/3/2023
53678	Support Servcs Coord	1	1,972.95	318.34	1,654.61	11/3/2023
53679	Dispatcher	1	1,928.49	378.74	1,549.75	11/3/2023
53680	MUNICIPAL COURT CLERK	1	1,868.93	409.55	1,459.38	11/3/2023
53681	MWI	1	1,518.40	368.64	1,149.76	11/3/2023
53682	Police Officer II	1	3,001.56	562.81	2,438.75	11/3/2023
53683	Sergeant	1	4,418.19	1,949.71	2,468.48	11/3/2023
53684	MWI	1	1,762.92	401.79	1,361.13	11/3/2023
53685	Pool Attendant	1	2,303.25	773.22	1,530.03	11/3/2023
53686	MWII - Field Services	1	1,839.20	438.94	1,400.26	11/3/2023
53687	Chief of Police	1	4,988.80	1,326.17	3,662.63	11/3/2023
53688	Police Officer II	1	2,806.22	576.45	2,229.77	11/3/2023
53689	Lifeguard	1	450.45	46.45	404.00	11/3/2023
53690	PT Snow Plowing	1	1,737.57	261.15	1,476.42	11/3/2023
53691	Police Officer I	1	2,475.95	589.78	1,886.17	11/3/2023
53692	Accounting Manager	1	3,672.00	1,257.28	2,414.72	11/3/2023
53693	MWI	1	1,450.40	400.34	1,050.06	11/3/2023
53694	Sales Tax Accountant	1	2,170.14	368.54	1,801.60	11/3/2023
53695	Lifeguard	1	20.48	1.57	18.91	11/3/2023
53696	Lifeguard	1	189.87	15.52	174.35	11/3/2023
53697	Lifeguard	1	125.39	9.60	115.79	11/3/2023
53698	Lifeguard	1	609.03	73.22	535.81	11/3/2023
53699	PT Snow Plowing	1	1,369.96	230.26	1,139.70	11/3/2023
53700	Police Officer I	1	2,808.07	778.69	2,029.38	11/3/2023
53701	Lifeguard	1	682.50	89.20	593.30	11/3/2023
53702	Senior Planner	1	3,360.00	989.25	2,370.75	11/3/2023
53703	Lifeguard	1	214.99	18.44	196.55	11/3/2023
53704	MW I	1	1,614.08	595.08	1,019.00	11/3/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
53705	Lifeguard	1	472.42	49.14	423.28	11/3/2023
53706	Lifeguard	1	716.63	97.22	619.41	11/3/2023
53707	Dispatcher I	1	1,939.08	734.63	1,204.45	11/3/2023
53708	Communications Coordinator	1	2,552.13	694.07	1,858.06	11/3/2023
53709	Finance Admin. Asst./C	1	1,980.01	653.57	1,326.44	11/3/2023
53710	Police Officer II	1	2,691.04	735.35	1,955.69	11/3/2023
53711	Dispatcher II	1	2,050.16	482.50	1,567.66	11/3/2023
53712	HR Manager	1	3,585.55	1,286.68	2,298.87	11/3/2023
53713	Police Officer II	1	2,782.77	528.11	2,254.66	11/3/2023
53714	Lifeguard	1	135.38	10.36	125.02	11/3/2023
53715	MWI	1	1,625.18	348.17	1,277.01	11/3/2023
53716	Parks and Rec Director	1	4,535.20	1,587.95	2,947.25	11/3/2023
53717	WWTO	1	1,637.11	555.08	1,082.03	11/3/2023
53718	MWII - Field Services	1	888.68	173.56	715.12	11/3/2023
53719	Lifeguard	1	293.48	27.45	266.03	11/3/2023
53720	Lifeguard	1	708.66	95.82	612.84	11/3/2023
53721	Lead Lifeguard	1	1,021.14	204.96	816.18	11/3/2023
53722	Event Center Coordinat	1	2,000.00	522.80	1,477.20	11/3/2023
53723	Lifeguard	1	324.19	31.80	292.39	11/3/2023
53724	Associate Project Manager	1	2,884.80	1,130.60	1,754.20	11/3/2023
53725	Maintenance Worker II - Stree	1	2,065.60	426.46	1,639.14	11/3/2023
53726	Assistant Aquatics Manager	1	1,923.20	463.15	1,460.05	11/3/2023
53727	DCM - City Clerk	1	5,488.80	2,740.36	2,748.44	11/3/2023
53728	Lifeguard	1	129.68	9.92	119.76	11/3/2023
53729	Lifeguard	1	229.28	19.54	209.74	11/3/2023
53730	Dispatcher II	1	2,366.88	647.96	1,718.92	11/3/2023
53731	WWTO	1	1,827.47	607.60	1,219.87	11/3/2023
53732	MWI	1	1,484.68	229.64	1,255.04	11/3/2023
53733	Police Officer III	1	2,847.06	677.01	2,170.05	11/3/2023
53734	WWTO B	1	2,588.27	563.01	2,025.26	11/3/2023
53735	Presiding Municipal Co	1	1,870.99	329.57	1,541.42	11/3/2023
53736	P&R Sports Site Supv	1	591.98	56.29	535.69	11/3/2023
53737	Lifeguard	1	348.08	34.62	313.46	11/3/2023
53738	UPCC-ASSISTANT	1	622.32	112.92	509.40	11/3/2023
53739	Lifeguard	1	363.40	28.80	334.60	11/3/2023
53740	Sports Site Supervisor	1	1,972.95	395.57	1,577.38	11/3/2023
53741	Program Coordinator	1	2,120.00	438.09	1,681.91	11/3/2023
53742	Victims Advocate Coord	1	2,780.15	1,293.13	1,487.02	11/3/2023
53743	Lifeguard	1	163.80	12.54	151.26	11/3/2023
53744	Fleet Mechanic I	1	2,205.60	671.98	1,533.62	11/3/2023
53745	MWII Streets	1	1,823.25	315.00	1,508.25	11/3/2023
53746	PT Victim Advocate	1	720.00	97.81	622.19	11/3/2023
53747	Superintendent	1	3,709.60	1,304.38	2,405.22	11/3/2023
53748	Lifeguard	1	138.56	10.60	127.96	11/3/2023
53749	Lifeguard	1	522.75	87.07	435.68	11/3/2023
53750	Lifeguard	1	175.54	13.44	162.10	11/3/2023
53751	Lieutenant	1	3,636.49	1,685.38	1,951.11	11/3/2023
53752	Dispatcher	1	1,743.04	635.86	1,107.18	11/3/2023
53753	CMO Admin Assist	1	2,080.60	417.73	1,662.87	11/3/2023
53754	Planning Director	1	4,573.87	2,307.45	2,266.42	11/3/2023
53755	Public Works Director	1	5,525.28	1,607.79	3,917.49	11/3/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
53756	Dispatcher I	1	1,918.04	565.86	1,352.18	11/3/2023
53757	Systems Admin	1	2,524.28	552.31	1,971.97	11/3/2023
53758	MWII Streets	1	1,956.00	542.88	1,413.12	11/3/2023
53759	PT Meter Reader	1	599.04	71.45	527.59	11/3/2023
53760	Utilities Supervisor	1	2,981.22	1,173.20	1,808.02	11/3/2023
53761	MWIII Streets	1	2,155.77	528.76	1,627.01	11/3/2023
53762	Permit Technician	1	641.00	194.21	446.79	11/3/2023
53763	MW II	1	2,923.44	1,082.98	1,840.46	11/3/2023
53764	GSI Tech	1	2,170.14	524.83	1,645.31	11/3/2023
53765	Fitness Instructor	1	46.12	3.53	42.59	11/3/2023
53766	Lead Lifeguard	1	782.33	128.34	653.99	11/3/2023
53767	WWTP Chief Operator	1	3,538.38	1,410.28	2,128.10	11/3/2023
53768	Lifeguard	1	41.91	3.21	38.70	11/3/2023
53769	Fleet Crew Chief	1	2,868.74	986.51	1,882.23	11/3/2023
53770	Police Officer I	1	2,207.12	548.50	1,658.62	11/3/2023
53771	Lifeguard	1	724.68	98.64	626.04	11/3/2023
53772	Lifeguard	1	344.66	34.37	310.29	11/3/2023
53773	Dispatch Supervisor	1	2,998.53	938.20	2,060.33	11/3/2023
53774	Sergeant	1	868.62	437.92	430.70	11/3/2023
53775	Police Officer I	1	2,269.89	308.09	1,961.80	11/3/2023
53776	Crew Chief - PBG	1	3,037.08	869.80	2,167.28	11/3/2023
53777	Administrative Services Direct	1	6,354.40	2,027.65	4,326.75	11/3/2023
53778	Police Officer II	1	3,284.66	863.40	2,421.26	11/3/2023
53779	Sergeant	1	4,851.23	1,419.00	3,432.23	11/3/2023
53780	PT Meter Reader	1	769.60	114.87	654.73	11/3/2023
53781	Zoning/Code Compliance	1	2,090.82	711.92	1,378.90	11/3/2023
53782	Aquatic Manager	1	3,179.19	986.82	2,192.37	11/3/2023
53783	WTP CHIEF OPERATOR	1	4,364.74	2,035.14	2,329.60	11/3/2023
53784	Utilities Director	1	5,527.82	2,529.53	2,998.29	11/3/2023
53785	Lifeguard	1	225.70	19.27	206.43	11/3/2023
53786	Lifeguard	1	42.99	3.28	39.71	11/3/2023
53787	Sports Site Coordinator	1	496.64	51.99	444.65	11/3/2023
53788	Front Desk Representative	1	348.48	26.65	321.83	11/3/2023
53789	Fleet Mechanic I	1	2,282.40	655.44	1,626.96	11/17/2023
53790	Lifeguard	1	44.36	3.39	40.97	11/17/2023
53791	Fitness Instructor	1	31.67	2.43	29.24	11/17/2023
53792	Lieutenant	1	3,463.32	859.39	2,603.93	11/17/2023
53793	Sergeant	1	3,561.17	741.47	2,819.70	11/17/2023
53794	Police Officer I	1	2,711.19	705.29	2,005.90	11/17/2023
53795	Help Desk Technician	1	1,712.00	403.35	1,308.65	11/17/2023
53796	Lifeguard	1	228.64	19.49	209.15	11/17/2023
53797	Dispatcher I	1	2,216.15	585.99	1,630.16	11/17/2023
53798	WTO	1	1,652.80	389.76	1,263.04	11/17/2023
53799	Utility Billing Techni	1	2,112.00	704.45	1,407.55	11/17/2023
53800	Planner	1	2,868.74	911.77	1,956.97	11/17/2023
53801	Grant Analyst	1	2,505.92	418.27	2,087.65	11/17/2023
53802	Crew Chief-Streets	1	3,360.83	942.32	2,418.51	11/17/2023
53803	Water Fitness Instruct	1	538.12	49.17	488.95	11/17/2023
53804	Support Servcs Coord	1	1,797.95	295.44	1,502.51	11/17/2023
53805	Dispatcher	1	1,753.49	339.85	1,413.64	11/17/2023
53806	MUNICIPAL COURT CLERK	1	1,798.07	392.64	1,405.43	11/17/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
53807	MWI	1	1,518.40	368.64	1,149.76	11/17/2023
53808	Police Officer II	1	2,682.83	505.95	2,176.88	11/17/2023
53809	Sergeant	1	3,732.57	1,758.92	1,973.65	11/17/2023
53810	MWI	1	1,380.80	309.69	1,071.11	11/17/2023
53811	Pool Attendant	1	2,447.20	795.85	1,651.35	11/17/2023
53812	MWII - Field Services	1	1,839.20	438.94	1,400.26	11/17/2023
53813	Chief of Police	1	4,988.80	1,326.16	3,662.64	11/17/2023
53814	Police Officer II	1	2,678.20	553.22	2,124.98	11/17/2023
53815	Lifeguard	1	443.63	45.94	397.69	11/17/2023
53816	PT Snow Plowing	1	545.12	50.70	494.42	11/17/2023
53817	Police Officer I	1	2,775.23	672.29	2,102.94	11/17/2023
53818	Accounting Manager	1	3,672.00	1,257.28	2,414.72	11/17/2023
53819	MWI	1	1,450.40	400.34	1,050.06	11/17/2023
53820	Sales Tax Accountant	1	1,995.14	326.46	1,668.68	11/17/2023
53821	Lifeguard	1	17.91	1.37	16.54	11/17/2023
53822	Lifeguard	1	268.69	24.55	244.14	11/17/2023
53823	Lifeguard	1	426.32	43.62	382.70	11/17/2023
53824	PT Snow Plowing	1	1,369.96	230.26	1,139.70	11/17/2023
53825	Police Officer I	1	3,125.66	847.32	2,278.34	11/17/2023
53826	Lifeguard	1	552.83	61.29	491.54	11/17/2023
53827	Senior Planner	1	3,360.00	989.26	2,370.74	11/17/2023
53828	Lifeguard	1	331.01	32.32	298.69	11/17/2023
53829	MW I	1	1,614.08	595.09	1,018.99	11/17/2023
53830	Lifeguard	1	21.75	1.66	20.09	11/17/2023
53831	Dispatcher I	1	1,985.80	734.35	1,251.45	11/17/2023
53832	Communications Coordinator	1	2,552.13	694.07	1,858.06	11/17/2023
53833	Finance Admin. Asst./C	1	1,980.01	653.56	1,326.45	11/17/2023
53834	Police Officer II	1	2,391.04	682.45	1,708.59	11/17/2023
53835	Dispatcher II	1	2,050.16	482.49	1,567.67	11/17/2023
53836	HR Manager	1	3,585.55	1,286.68	2,298.87	11/17/2023
53837	Police Officer II	1	3,385.26	605.89	2,779.37	11/17/2023
53838	Lifeguard	1	142.50	10.90	131.60	11/17/2023
53839	MWI	1	1,558.96	333.48	1,225.48	11/17/2023
53840	Parks and Rec Director	1	4,535.20	1,587.95	2,947.25	11/17/2023
53841	WWTO	1	1,718.40	577.07	1,141.33	11/17/2023
53842	MWII - Field Services	1	1,669.42	391.12	1,278.30	11/17/2023
53843	Lifeguard	1	447.04	46.20	400.84	11/17/2023
53844	Lifeguard	1	533.40	56.87	476.53	11/17/2023
53845	Lead Lifeguard	1	732.92	136.32	596.60	11/17/2023
53846	Event Center Coordinat	1	2,000.00	522.79	1,477.21	11/17/2023
53847	Lifeguard	1	225.23	19.22	206.01	11/17/2023
53848	Associate Project Manager	1	2,902.83	1,135.92	1,766.91	11/17/2023
53849	Maintenance Worker II - Stree	1	2,065.60	426.47	1,639.13	11/17/2023
53850	Assistant Aquatics Manager	1	1,923.20	463.15	1,460.05	11/17/2023
53851	DCM - City Clerk	1	5,488.80	2,740.38	2,748.42	11/17/2023
53852	Lifeguard	1	17.06	1.31	15.75	11/17/2023
53853	Lifeguard	1	218.53	18.72	199.81	11/17/2023
53854	Dispatcher II	1	2,164.00	584.66	1,579.34	11/17/2023
53855	WWTO	1	1,827.47	607.60	1,219.87	11/17/2023
53856	MWI	1	1,381.12	217.71	1,163.41	11/17/2023
53857	Police Officer III	1	2,847.06	677.01	2,170.05	11/17/2023

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Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
53858	WWTO B	1	2,684.80	586.97	2,097.83	11/17/2023
53859	Presiding Municipal Co	1	1,785.95	308.87	1,477.08	11/17/2023
53860	Lifeguard	1	349.20	34.72	314.48	11/17/2023
53861	P&R Sports Site Supv	1	293.80	22.48	271.32	11/17/2023
53862	Lifeguard	1	228.64	19.50	209.14	11/17/2023
53863	UPCC-ASSISTANT	1	654.74	120.63	534.11	11/17/2023
53864	Lifeguard	1	386.12	31.54	354.58	11/17/2023
53865	Sports Site Supervisor	1	1,797.95	357.68	1,440.27	11/17/2023
53866	Program Coordinator	1	2,120.00	790.54	1,329.46	11/17/2023
53867	Victims Advocate Coord	1	2,780.15	1,293.12	1,487.03	11/17/2023
53868	Lifeguard	1	238.88	21.27	217.61	11/17/2023
53869	Fleet Mechanic I	1	2,205.60	671.98	1,533.62	11/17/2023
53870	MWII Streets	1	1,905.89	337.87	1,568.02	11/17/2023
53871	PT Victim Advocate	1	684.00	89.46	594.54	11/17/2023
53872	Superintendent	1	3,709.60	1,304.39	2,405.21	11/17/2023
53873	Lifeguard	1	139.72	10.69	129.03	11/17/2023
53874	Lifeguard	1	994.50	198.73	795.77	11/17/2023
53875	Lieutenant	1	3,636.49	1,685.37	1,951.12	11/17/2023
53876	Dispatcher	1	2,167.95	780.84	1,387.11	11/17/2023
53877	CMO Admin Assist	1	1,905.60	396.34	1,509.26	11/17/2023
53878	Planning Director	1	4,573.87	2,307.44	2,266.43	11/17/2023
53879	Public Works Director	1	5,525.28	1,607.78	3,917.50	11/17/2023
53880	Dispatcher I	1	2,418.53	682.00	1,736.53	11/17/2023
53881	Systems Admin	1	2,524.28	552.33	1,971.95	11/17/2023
53882	MWII Streets	1	2,004.00	558.02	1,445.98	11/17/2023
53883	PT Meter Reader	1	645.84	81.72	564.12	11/17/2023
53884	Utilities Supervisor	1	2,981.22	1,173.21	1,808.01	11/17/2023
53885	MWIII Streets	1	2,096.80	514.18	1,582.62	11/17/2023
53886	Permit Technician	1	1,294.82	338.62	956.20	11/17/2023
53887	MW II	1	3,033.06	1,124.77	1,908.29	11/17/2023
53888	GSI Tech	1	1,995.14	483.45	1,511.69	11/17/2023
53889	Lead Lifeguard	1	638.21	95.91	542.30	11/17/2023
53890	WWTP Chief Operator	1	3,803.76	1,443.43	2,360.33	11/17/2023
53891	Lifeguard	1	60.90	4.66	56.24	11/17/2023
53892	Fleet Crew Chief	1	2,868.74	986.50	1,882.24	11/17/2023
53893	Police Officer I	1	2,244.53	522.31	1,722.22	11/17/2023
53894	Lifeguard	1	653.40	83.05	570.35	11/17/2023
53895	Lifeguard	1	341.25	33.11	308.14	11/17/2023
53896	Dispatch Supervisor	1	3,148.45	980.25	2,168.20	11/17/2023
53897	Sergeant	1	1,629.79	620.99	1,008.80	11/17/2023
53898	Police Officer I	1	2,169.71	290.62	1,879.09	11/17/2023
53899	Crew Chief - PBG	1	2,862.08	827.42	2,034.66	11/17/2023
53900	Administrative Services Direct	1	6,354.40	2,027.66	4,326.74	11/17/2023
53901	Police Officer II	1	3,173.68	816.07	2,357.61	11/17/2023
53902	Sergeant	1	4,963.94	1,451.43	3,512.51	11/17/2023
53903	PT Meter Reader	1	1,115.92	161.42	954.50	11/17/2023
53904	Zoning/Code Compliance	1	2,090.82	711.92	1,378.90	11/17/2023
53905	Aquatic Manager	1	3,095.86	963.77	2,132.09	11/17/2023
53906	WTP CHIEF OPERATOR	1	4,594.74	2,110.25	2,484.49	11/17/2023
53907	Utilities Director	1	5,527.82	2,529.51	2,998.31	11/17/2023
53908	Lifeguard	1	114.64	8.77	105.87	11/17/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
53909	Sports Site Coordinator	1	100.88	7.72	93.16	11/17/2023
53910	Front Desk Representative	1	304.92	23.33	281.59	11/17/2023
Totals			496,146.02	144,407.27	351,738.75	



City of Woodland Park Staff Report for City Council

Meeting Date: January 4th, 2024

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
Interoffice Memorandum	Finance	Aaron Vassalotti City Manager

ITEM:

Monthly Report of Mayor and Council Expenses

The following is a summary of the Council and Mayor Expenses for November 2023.

November 2023

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Economic Development	\$15,000.00	\$0.00	\$15,000.00	\$0.00	100%
Miscellaneous expenses	\$17,950.00	\$0.00	\$55.00	\$17,895.00	0%
Training/Travel	\$10,000.00	\$0.00	\$11,156.27	-\$1,156.27	112%
Supplies	\$150.00	\$0.00	\$94.36	\$55.64	63%
Meetings/Mileage/Meals	\$3,000.00	\$82.90	\$2,619.51	\$380.49	87%
Special Projects	\$500.00	\$0.00	\$0.00	\$500.00	0%
Total	\$46,600.00	\$82.90	\$28,925.14	\$17,674.86	62%



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: CJ Gates, Senior Planner

DATE: January 4, 2024

SUBJECT: Approval ORDINANCE NO. 1470, SERIES 2024 on initial posting - A request by Pikes Peak Taco, Mexican Restaurant, Inc. (Applicant) to consider Ordinance No. 1470, Series 2024, an Ordinance Granting a Conditional Use Permit with a Site Plan Review for the Purpose of Allowing a Drive-Thru Restaurant and Associated Site Improvements Along with a Common Driveway Off Highway 24 with a Legal Description of Lot 3, Brecken Heights (19569 E. US 24) in the Community Commercial (CC) Zone and set the Public Hearing for January 18, 2024. (QJ) (Presenter Senior Planner, CJ Gates)

BACKGROUND: This is the first of a two-step process to adopt an ordinance. The purpose of this first step is to announce the item that will be heard and set the date for the public hearing.

This is a request for a Conditional Use Permit (CUP and Site Plan Review to allow for the establishment of a "Drive-Thru Restaurant" within the Community Commercial (CC) zone. Pikes Peak Taco Mexican Restaurant, Inc. (applicant) and Morales Enterprises, LLC (property owner) are applying for a conditional use permit and site plan review in order to construct a 1,650 square-foot drive-thru Mexican restaurant with associated site improvements on the subject property with access to the property from Highway 24. The primary function of the proposed building is to function as a drive-thru restaurant but it will also include four tables for indoor seating, and outside the building it is proposed to have a seating area which includes three umbrella-style tables.

RECOMMENDATION: Approve on initial posting Ordinance No. 1470, Series 2024, an Ordinance granting a Conditional Use Permit with a Site Plan Review for the purpose of allowing a drive-thru restaurant and associated site improvements along with a common driveway off Highway 24 with a legal description of Lot 3, Brecken Heights (19569 E. US 24) in the Community Commercial (CC) Zone and set the Public Hearing for January 18, 2024.

ATTACHMENTS: 1. Ordinance No. 1470 - Pikes Peak Taco CUP and SPR

CITY OF WOODLAND PARK ORDINANCE NO. 1470, SERIES 2024

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT WITH A SITE PLAN REVIEW FOR THE PURPOSE OF ALLOWING A DRIVE-THRU RESTAURANT AND ASSOCIATED SITE IMPROVEMENTS ALONG WITH A COMMON DRIVEWAY OFF HIGHWAY 24 WITH A LEGAL DESCRIPTION OF LOT 3, BRECKEN HEIGHTS (19569 E. US 24) IN THE COMMUNITY COMMERCIAL (CC) ZONE

WHEREAS, the City of Woodland Park has received a request for a Conditional Use Permit with Site Plan Review for the purpose of allowing for drive-thru restaurant and associated site improvements along with a common lot $\frac{3}{4}$ driveway off Highway 24 with a legal description of Lot 3, Brecken Heights (19569 E. US 24) in the Community Commercial (CC) zone District; and

WHEREAS, an application to establish said conditional use has been accepted and considered pursuant to Municipal Code Chapter 18.57; and

WHEREAS, pursuant to Municipal Code Sections 18.57.050 and 18.72.060 and Charter Sections 7.6 and 15.7.b.1, a notice of the public hearings was published, a sign was posted, letters were mailed to adjacent property owners; and

WHEREAS, the Woodland Park Planning Commission considered the request on December 14, 2023 and recommended approval based on evidence contained in the staff report and presented at public hearing; and

WHEREAS, City Council considered the request, the Planning Commission recommendation, the staff recommendation, and after holding a public hearing on January 18, 2023, hereby finds that based on evidence contained in the staff report and presented at the public hearing, the request meets the standards for granting a Conditional Use Permit; and

NOW, THEREFORE, THE CITY OF WOODLAND PARK, COLORADO, ORDAINS:

Section 1. Approval. The Conditional Use Permit for the purpose of allowing a drive-thru restaurant and associated site improvements along with a common driveway off highway 24 with a legal description of Lot 3, Brecken Heights (19569 E. US 24) is hereby approved subject to the following conditions:

1. Prior to the issuance of a building permit, the applicant shall submit for and receive approval of a:
 - a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 - b. Infrastructure Zoning Development Permit
 - c. ZDP's and Building Permits for all new construction, including:

- i. All Civil/Construction drawings
 - ii. Final Drainage Report
 - iii. Final Landscaping Plan
 - iv. Final Site Plan
 - v. Final Floor Plans and Elevations
 - vi. Final Grading, Sediment and Erosion Control Plan (with BMP's)
 - vii. Final Utility Plan (water, sewer, power, etc.)
 - viii. Final Photometric Plan
 - ix. CO Stormwater Permit/Stormwater Management Plan
2. A final updated site plan, resolving all issues identified on the redlined plans must be approved by the City before any Zoning Development Permit (ZDP) will be issued.
 3. All development impact fees must be paid prior to any ZDP issuance including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
 4. The applicant shall amend the proposed building façade to better harmonize with the Woodland Park “mountain western” aesthetic.
 5. The applicant must submit for and gain approval of an Access Permit from CDOT.
 6. The applicant must applicant must satisfy all requirements and gain approval from CORE Electric prior to final site plan approval.
 7. The applicant must gain approval from the Northeast Teller Fire Protection District (NETCFPD) prior to final site plan approval.
 8. Suitable access, easement, and maintenance agreements, approved by the City, including identification of at least four parking spaces for pedestrians accessing Lot 2 with appropriate signage, must be executed and recorded.

Section 2. Recitals. The recitals contained in this Ordinance constitute the findings of City Council and are incorporated herein by reference.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING
PUBLIC HEARING THIS ____ DAY OF _____, 2024.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: CJ Gates, Senior Planner

DATE: January 4, 2024

SUBJECT: Approve Kings Crown Subdivision Preliminary Plat - A Request by Terrence and Fadile OMalley for a Preliminary Plat to plat 11.3 acres into one lot in the Suburban Residential (SR) zone, to be known as Kings Crown Subdivision. The subject property is located east of the intersection of Ponderosa Way and Kings Crown Road, in Sections 19 and 30, T12S, R68W of the 6th P.M. (lying in the center of Paradise Estates Filing #3 and #4 – Paradise Ranch Addition). (QJ)
(Presenter City Planner Gates)

BACKGROUND: See attached detailed report.

RECOMMENDATION: Approve the Kings Crown Preliminary Plat to plat 11.3 acres into one lot.

ATTACHMENTS:

1. 1. Kings Crown Prelim Plat - CC Staff Report
2. 2. PC Minutes 11.09.2023 - Signed
3. 3. Kings Crown Sub. Prel. Plat - Application for Routing
4. 4. kings crown - Preliminary Plat - (Slope Analysis)-23246 PP



City Council Staff Report Public Hearing January 4, 2023

Agenda Item

9A

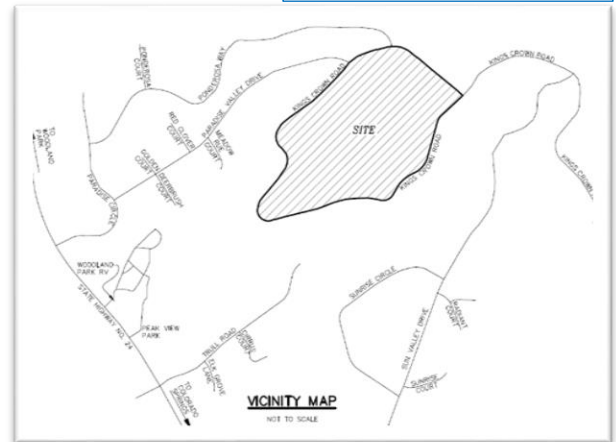
Department

Planning

Presenter

C.J. Gates
Senior Planner

Figure 1: Vicinity Map



AGENDA ITEM 9A

SUB2023-06: Kings Crown Preliminary Plat: A request by Terrence and Fadile OMalley (Applicants and Property Owners) for a Preliminary Plat to plat 11.3 acres into one lot. The subject property is located east of the intersection of Ponderosa Way and Kings Crown Road, in Sections 19 and 30, T12S, R68W of the 6th P.M. (lying in the center of Paradise Estates Filing #3 and #4 – Paradise Ranch Addition), in the Suburban Residential (SR) zone. (Q)

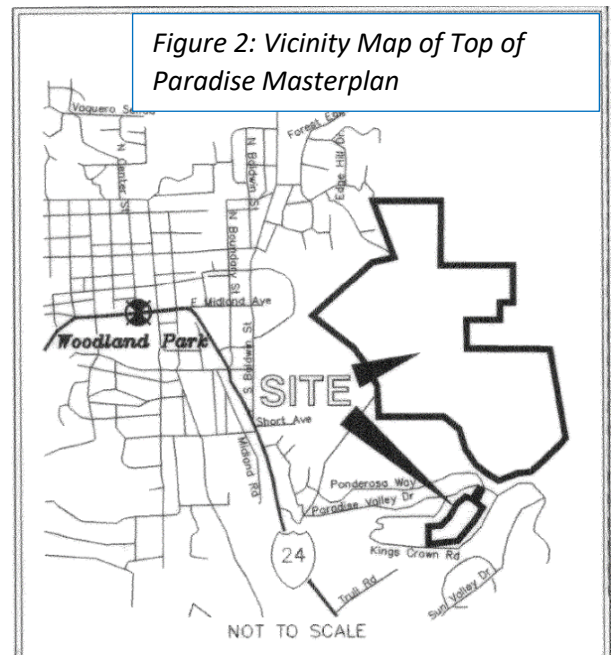
BACKGROUND

The subject property is located within the Top of Paradise Master Plan. In 2005, City Council approved the Amended Top of Paradise Master Plan encompassing 197.7 acres showing 175 lots and allowing up to a total of 190 lots in the SR zone. As seen on Figure 2, the Master Plan encompasses several subdivisions including Forest Edge Park Fourth addition, Forest Edge Park First Filing, Thunderbird Estates, and Paradise Estates Filing 1, 2, 3, 8, 9, 10 and Haven at Paradise.

Other subdivisions located within the Amended Top of Paradise Master Plan area that have received Final Plat approvals include:

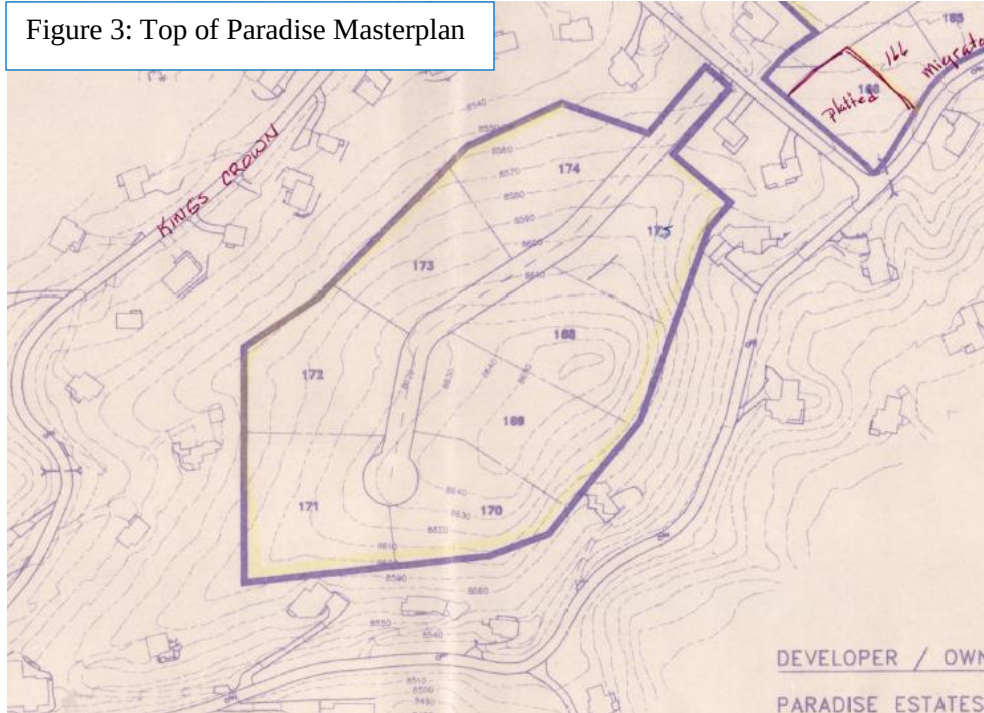
- 2006, Paradise of Colorado Filing 1 Final plat with 4 residential lots;
- 2008, the Paradise of Colorado Filing No. 2 Final Plat with 29 residential lots on 25.22 acres;
- 2017, Paradise of Colorado Filing No. 3 Final Plat with 3 residential lots;
- 2018, Paradise of Colorado Filing No. 4 containing 19.27 acres with 22 single-family residences and dedication of new streets (Locklin Way and a small portion of Thunder Ridge Drive); and
- 2019, the Highlands in Paradise Final Plat with 9 lots along Highland Court on 7.07 acres.

Figure 2: Vicinity Map of Top of Paradise Masterplan



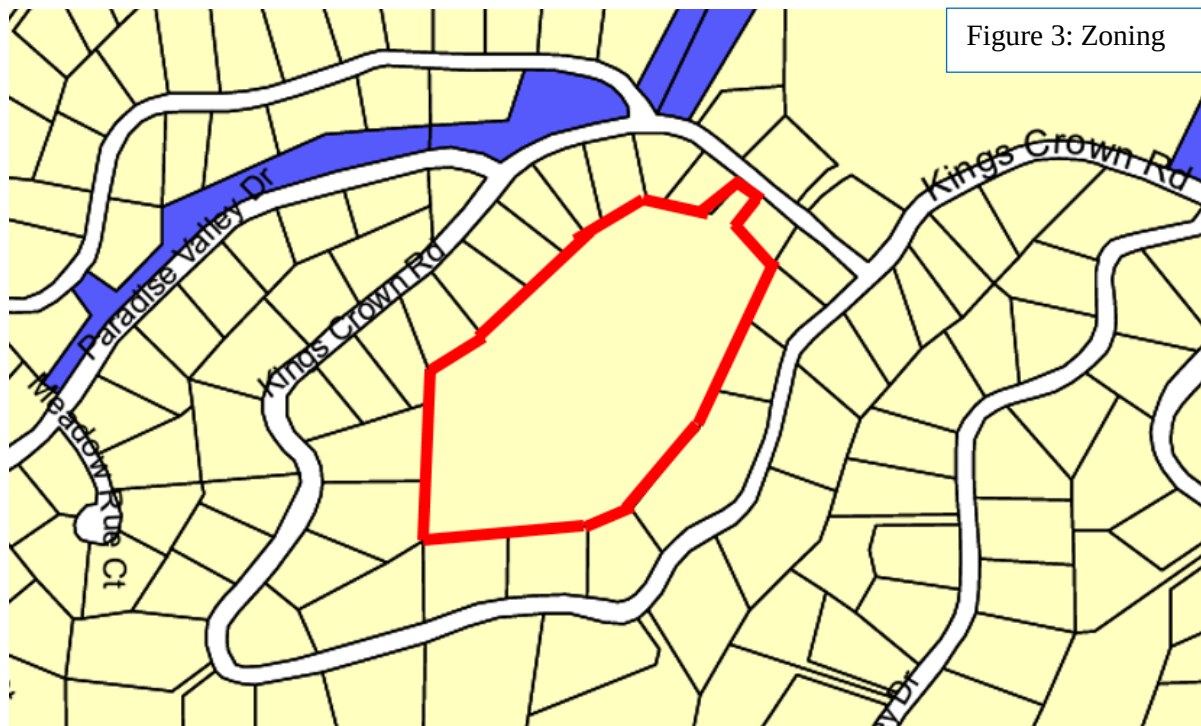
As seen on Figure 3 below, the subject property was originally planned for a total of 8 residential lots per the approved 2005 Masterplan. The 11 acre parcel was never platted and still remains as one metes and bounds property. The applicants have recently purchased this property and applied for a Preliminary Plat for one residential lot.

Figure 3: Top of Paradise Masterplan



SITE AND SURROUNDING PROPERTIES

Per the zoning map on Figure 4, the subject property which is outlined in red is zoned Suburban Residential (SR) and is bordered by other SR zoned land. The subject property is bordered by Paradise Estates Filings 1, 3 and 4.



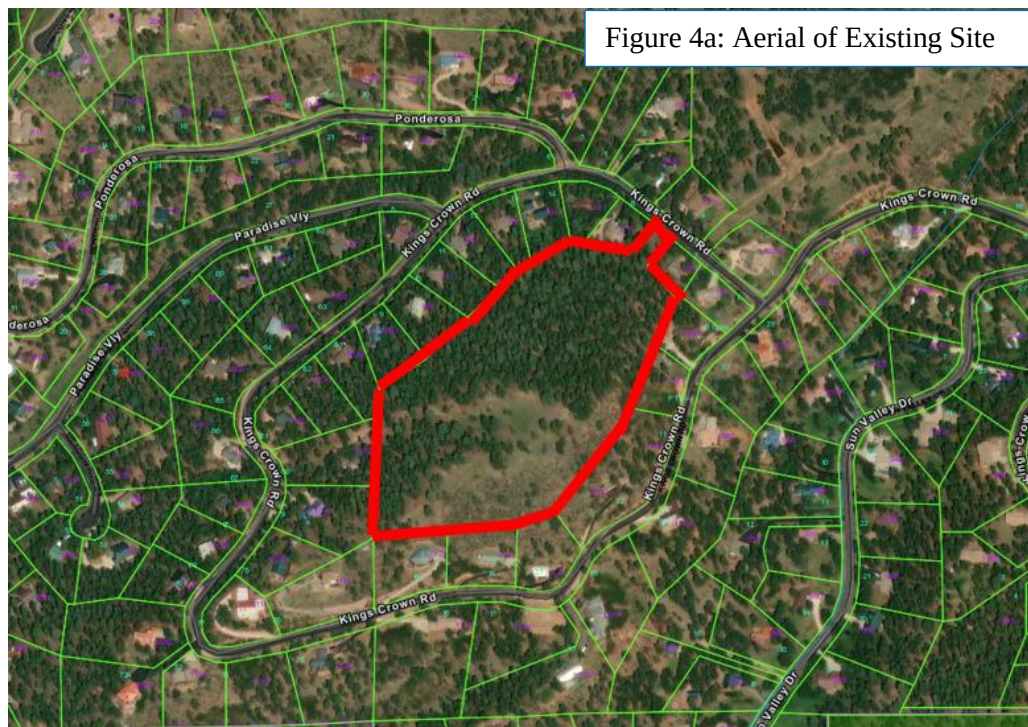
City of Woodland Park - Zoning Map

<u>Residential</u>	<u>Commercial</u>	<u>Other Zones</u>
 Suburban Residential (SR)	 Central Business District (CBD)	 Public / Semi-Public Land (P/SPL)
 Urban Residential (UR)	 Neighborhood Commercial (NC)	 Planned Unit Development (PUD)
 Multi-Family Residential Suburban (MFS)	 Community Commercial	 Agricultural (AG)
 Multi-Family Residential Urban (MFU)	 Service Commercial (SC)	 City Limits
 Mobile Home Park (MHP)	 Heavy Service Commercial Light Industrial	

The uses and zone districts for the area immediately surrounding the subject property are as follows:

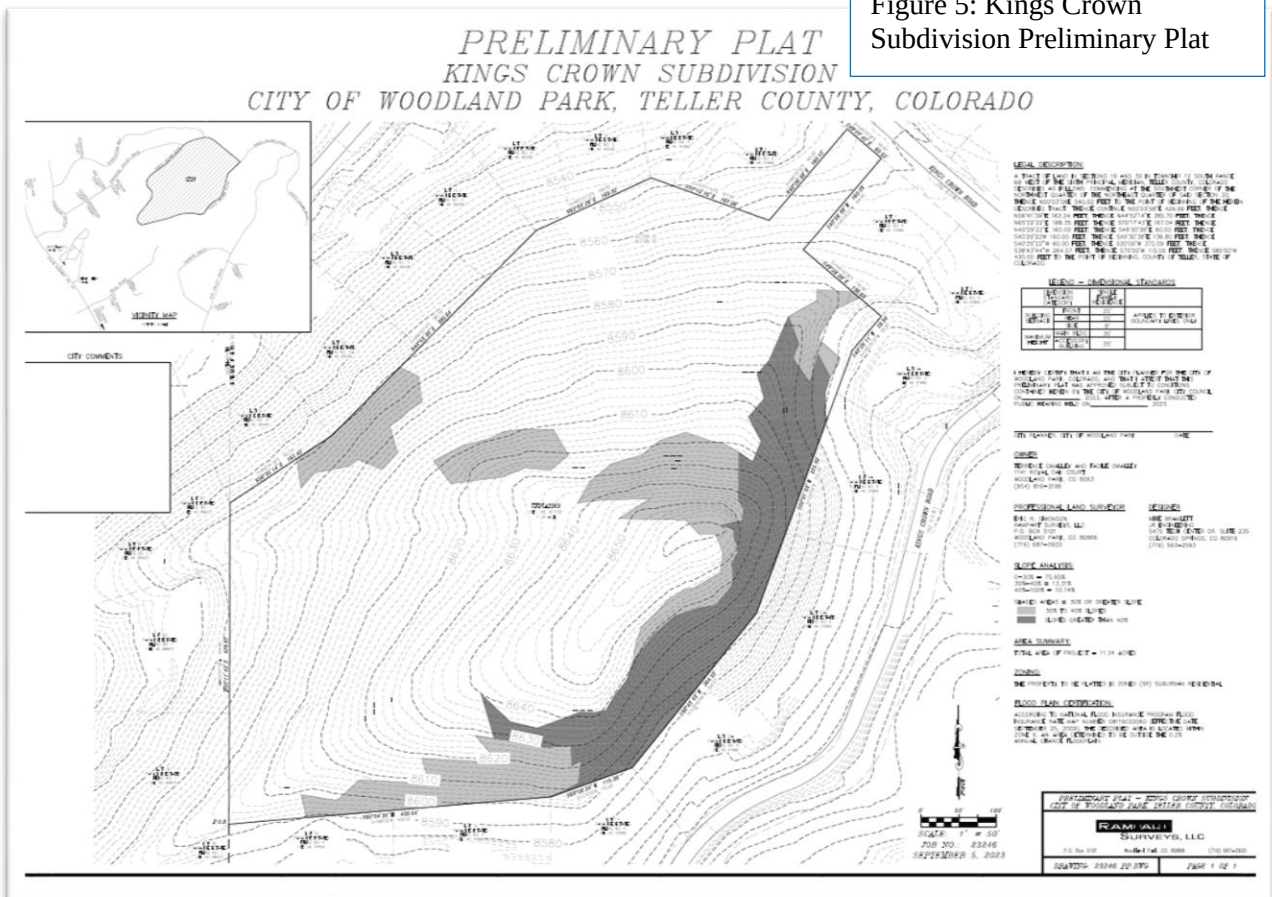
USE		ZONE
North	Paradise Estates Filing 3 & 4 – Single Family Homes	SR
South	Paradise Estates Filing 1 & 4 – Single Family Homes	SR
East	Paradise Estates Filing 1 & 3 – Single Family Homes	SR
West	Paradise Estates Filing 4 – Single Family Homes	SR

Figure 4a is an aerial photo of the subject property and Figure 4b is a Google street view looking southwest into the property from Kings Crown Rd.



As stated, the applicants are requesting preliminary plat approval for a one lot subdivision. The applicants must go through this process due to Woodland Park code stating that a parcel must be a part of an official subdivision prior to receiving building permit. The applicants plan on submitting for a final plat once the preliminary plat is approved by City Council. Figure 5 below is the Preliminary Plat submittal which outlines the property lines of the one lot subdivision labeled Kings Crown Subdivision.

Figure 5: Kings Crown
Subdivision Preliminary Plat



ANALYSIS OF PRELIMINARY PLAT AND FINDINGS

This Preliminary Plat application was reviewed under Title 17 Subdivisions of the City of Woodland Park Municipal Code. In italics below are the relevant plat and design standards applicable to this Preliminary Plat application followed by a staff analysis. A full copy of the Preliminary Plat is attached to this Staff Report as part of the application.

Chapter 17.20 Preliminary Plat. The subdivision regulations contain platting standards for all types of subdivisions. The platting standards contain specifications relating to the form and content of the Preliminary Plat.

§17.20.010 Preparation process. *After the subdivider has received written comments from the city planner, a preliminary plat shall be prepared by a surveyor, architect, professional planner or professional engineer for presentation to the planning commission. The preliminary plat shall be processed as follows: Twenty-five blueline copies and one reproducible copy of the preliminary plat shall be presented to the city planner along with the required supplemental material at least twenty days prior to a regular planning commission meeting. If the plat is in compliance with these regulations, the city planner will furnish the following agencies with a copy for their review and comments; all public utilities companies, the school district, Teller County, and the State Highway Department (where a subdivision borders on a state highway). The city planner may delay a preliminary plat for one regularly scheduled planning commission meeting if further processing is required.*

Complies. The Preliminary Plat was discussed during several pre-application conferences with the applicant, applicant's engineer and City Staff prior to submittal of the application. The applicants decided to create only one lot with the 11.3 acres rather than 8 lots as planned on the Master Plan. The application was distributed to appropriate agencies for their review and comment.

§17.20.060 Design and drawing. *The Preliminary Plat shall be prepared as follows;*

- A. The design should be in accordance with the subdivider's plans for actual development and therefore, should be a true representation of the subdivision which may eventually be recorded.*
- B. The drawing shall be made at a scale of one-inch equals one hundred feet. A map of twenty-four (24) inches by thirty-six (36) inches is required. If more than one page then an index page shall be provided.*

Complies. The Preliminary Plat is a true representation of the subdivision as the applicant intends to record it in a final plat. The Plan does not include a utility plan due to the fact that utilities are already available in Kings Crown Road and, other than service lines to the proposed lot, the applicant is not proposing any new utility lines to be constructed.

§17.20.070 Information (A through Q).

Complies. This section is long list of technical information required to be contained on the Preliminary Plat which must be prepared by a licensed professional land surveyor. All criteria from this section has been reviewed by staff. The Preliminary Plat is determined acceptable at this time. Rampart Surveys, LLC is the Colorado licensed professional Land Surveyor.

§17.20.080 Supplemental Material. *The preliminary plat shall be accompanied by the following supplemental material:*

- A. A letter of intent addressed to the city council and planning commission containing the following:*

1. *A brief description of the tract, i.e. general location, physical features of the land, total acreage;*
2. *Existing and proposed zoning;*
3. *Proposed number of building sites and typical lot size;*
4. *Proposed structures;*
5. *A statement detailing how and when the subdivider proposes to provide and install all required sewers, water mains, pavement, sidewalks, drainage ways, trails and other utilities, i.e., electric, gas, telephone, as required;*
6. *Any proposed variances from the subdivision regulations;*
7. *Any additional information deemed necessary by the city staff;*
8. *Signature of the subdivider;*
9. *A written proposal explaining the subdivider's intent with regards to the dedication of parks, recreation areas, and open spaces and/or parks capital fees of land, the location within the tract or the amount of fees required for approval. (Continued)*

Complies. The letter of intent was submitted containing the necessary information required above.

- B. *Master Plan.*** *When the preliminary plat covers only a part of the developer's contiguous holdings, twenty-five blueline copies and one reproducible copy of a proposed master plan for development of said contiguous holdings shall be furnished. A master plan need only be submitted with the first preliminary plat submitted for the area and shall be processed along with the first preliminary plat, if not previously processed.*

Not applicable. The Master Plan for this area was approved by City Council in 2005. No changes are proposed to other portions of the approved Master Plan.

- C. *One copy of the accurate names and mailing addresses of the owners of all immediately adjoining land as their names appear on the tax records of the municipality or county. Also to be included are the names, mailing addresses and phone numbers of individuals or firms to whom notice of public hearings and billings for required fees (recording plats, public notices, sign postings, etc.) are to be sent.***

Complies. Submitted with the application.

- D. *If evidence of a geological hazard is presented by the City at the sketch plan stage, the subdivider shall present geologic hazard information.***

Complies. A preliminary geotechnical investigation was performed on this property and a report was generated in June of 2023. It was found that No geological hazard is present.

- E. *One reproducible copy and two blueline copies of a twenty-four-inch by thirty-six-inch plat or plats showing the following 1 through 4 items [preliminary engineering for utilities and streets].***

Not applicable. The information within this code provision is not needed due to the fact that the applicant is not proposing any new public water and sewer systems and new streets. The future single family home will be served by service lines from existing infrastructure in Kings Crown Road.

F. *Applications for any proposed variances from the subdivision regulations. A petition for annexation where applicable. A PUD or other zoning change application where applicable.*

Not applicable. No variances are proposed.

G. *One copy of a preliminary utilities report as described in the city engineering specifications (if required).*

Not applicable. The Plan does not include a utility plan at this time due to the fact that the applicant is not proposing any new utility lines to be constructed. The one single family residence that is planned to be built will be served with service lines from existing utility lines located on Kings Crown Road.

H. *A letter from the surveyor of the plat stating the total area of lots by zone, the area of streets and alleys, and the area of proposed park sites or open spaces and other lands to be dedicated to the city.*

Not applicable. All open space requirements have been met with the previous developments within the Top of Paradise Master Plan. No open space was included in the original eight-lot subdivision of this parcel. The applicant is not required to dedicate any land for park sites or open space.

I. *Completed checklist of Teller County School District RE-2.*

Not applicable.

J. *Building envelopes and a driveway plan shall be submitted for all hillside lots showing the lot area from the street to the minimum building setback line at a scale of at least one inch equals one hundred feet, and showing a driveway location which conforms to city engineering specifications.*

Not applicable. This proposed single lot is of sufficient size so that identifying a building site is not an issue. The building envelope and a driveway plan will be submitted by the applicant at time a Single Family Residence Zoning Development Permit is requested. This process is handled administratively through the Planning Department. The applicant will also have to receive building permit from the Pikes Peak Regional Building Department.

REFERRALS AND NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no public comment on the proposal.

Applications were referred to City departments including the City Attorney, the City Manager, the City Clerk, Utilities, Public Works, Police Department, Planning and Building and external agencies including Northeast Teller County Fire Protection District, Black Hills Energy, Core Electric, Colorado Department of Transportation, Century Link/Lumen, and TDS Telecom.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing on November 9, 2023 (minutes attached). After consideration of the staff report and comments made at the public hearing, the Planning Commission unanimously recommended City Council approve the Kings Crown Preliminary Plat to plat 11.3 acres into one lot.

ATTACHMENTS

- A. November 9, 2023 Planning Commission Minutes
- B. Applicant Application
- C. Kings Crown Preliminary Plat Exhibit

WOODLAND PARK PLANNING COMMISSION
MEETING MINUTES for November 9, 2023
Council Chambers, 220 W. South Avenue, Woodland Park

This meeting was a hybrid meeting with in-person and virtual attendance. The Zoom meeting link is in the calendar on the City website front page. Public input is very important to the Planning Commission. Comments were encouraged in writing in advance of the meeting to be submitted by mail to the Planning Department at PO Box 9007, Woodland Park, CO, 80866 or email to kschminke@city-woodlandpark.org.

1. CALL TO ORDER & ROLL:

Due to technical difficulties, Chair Ken Hartsfield called the meeting to order at 6:42 pm.

Present	Chair Ken Hartsfield
Present	Vice-Chair Lee Brown
Present	Commissioner Don Dezellem
Present	Commissioner George Jones
Present	Commissioner Kenneth Kennedy
Present	Commissioner Larry Larsen
Present	Commissioner Shawn Nielsen
Present	Commissioner Koal Middleton
Staff Present:	Planning Director Karen Schminke
	Senior Planner C.J. Gates

2. PLEDGE OF ALLEGIANCE

- 3. APPROVE MINUTES:** Commissioner Brown requested that Chair Hartsfield's first name be included in the roll call. With that note, Commissioner Brown moved and Commissioner Middleton seconded approving the October 12, 2023 Planning Commission Meeting Minutes.

YES: All.

NO: None.

Motion PASSES 8 – 0.

4. PUBLIC HEARINGS

As an introduction to this portion of the agenda, Chair Hartsfield noted that agenda item 4.B. SUB2023-05: Woodland Station Filing No. 2 Preliminary Plat, is postponed to a later date. Director Schminke stated that once a date is set, the item will be renoticed.

Chair Hartsfield then introduced agenda item 4.A:

- A. SUB2023-06: Kings Crown Preliminary Plat:** A request by Terrence and Fadile OMalley (Applicants and Property Owners) for a Preliminary Plat to plat 11.3 acres into one lot. The subject property is located east of the intersection of Ponderosa Way and Kings Crown Road, in Sections 19 and 30, T12S, R68W of the 6th P.M. (lying in the center of Paradise Estates Filing #3 and #4 – Paradise Ranch Addition), in the Suburban Residential (SR) zone. (QJ)

Vice Chair Brown asked to make a statement. He stated he had been contacted by a neighbor who wanted to talk about this hearing item, but Mr. Brown directed them to bring their concerns to this hearing. He wanted to use this as an opportunity, on behalf of the Planning Department and Planning Commission, to remind everyone that if any citizens have questions or comments on any public hearing items, the way to have comments heard is to write to the planning department or better yet, come to the meetings with comments or questions. Planning Commissioners cannot discuss any matters outside of the meeting.

Senior Planner Gates began his presentation of the application by reviewing the staff report, including the site location, access to the subject property from Kings Crown Road, zoning of Suburban Residential (SR), and the history of the original master plan for the area. The subject property was originally planned to be subdivided into eight lots, but the applicants would like to plat it as one lot. The Code requires any parcel to be platted before development or issuance of building permit. Staff reviewed Municipal Code 17.20 Preliminary Plat when reviewing this application, and noted that the application has met the standards therein. The application was referred to all the required City and outside agencies. The City Utilities Department commented that they were in support of the application. Public notice requirements were met, and no public comments were received during the review process.

Staff concluded the presentation with the recommendation **that the Planning Commission recommend to City Council:**

Approval of the Kings Crown Preliminary Plat to plat 11.3 acres into one lot subject to the following conditions:

1. Subject to recording a final plat for the subdivision.
2. Prior to any construction on the subject property, the applicant must submit for and gain approval of a Single Family Residence Zoning Development Permit through the City of Woodland Park Planning Department and a building permit through Pikes Peak Regional Building Department.

Planning Commissioners clarified with staff that this is considered a major subdivision because since a preliminary plat has not been established yet, the applicant has to go through the preliminary and final plat process. Other areas in the Top of Paradise Master Plan are also not yet platted but are owned by other parties. Any future changes in the remaining master plan, including density, would require a stand-alone application for an amendment to the preliminary plat. The Parks and Recreation Advisory Board will review this case at final plat. While the parcel has a steep hillside along the southeast edge, much of the land is flat enough to develop. Since only one lot is proposed instead of eight, enough water taps have been allocated. Land dedication and fees in lieu requirements have already been met through other phases of development.

Vice-Chair Brown stated that he does not believe that the two conditions of approval are necessary in this specific application due to the fact that the applicants must go through the Final Plat process in order to construct a single-family residence on the subject property. The rest of the Planning Commissioners agreed.

Craig Nelson, the applicants' representative, introduced himself. The applicants planned on being present, but are currently unavailable due to a car accident this afternoon. He added that this was originally part of Will Brown's master planned development for eight lots and is subject to the Metropolitan District for the area. The applicants would like to plat it as one lot and build their forever home.

Chair Hartsfield opened the Public Comment.

Julie Jabaay, 1151 Kings Crown Road, raised concerns about erosion, especially in the steep areas, managing the build-out, and location of the proposed house site because her property is at the bottom of this property's hillside.

With no one else wishing to speak, Chair Hartsfield closed the Public Comment, and Mr. Nelson showed the location of the access off of Kings Crown Road, the driveway, and the single family residence. He added there will be much less drainage and erosion for one lot instead of the originally proposed eight lots, and that the SFR is being professionally

designed, engineered and constructed. Director Schminke added that the house is proposed on a flat spot, pulled back from the steepest hillside.

Planning Commissioners then verified with staff the driveway slope maximum is 17%, that the build is on a relatively flat part of the lot, the drainage and grading plans must be approved by the City Engineer and must meet city engineering requirements at time of grading and zoning development permits, the applicant proposed the subdivision name, and the impacts should be less since the proposed number of lots is decreased from eight to one.

MOTION: Vice-Chair Brown moved, and Commissioner Nielsen seconded, to adopt the staff recommendation that the Planning Commission recommend to City Council: Approval of the Kings Crown Preliminary Plat to plat 11.3 acres into one lot.

YES: Brown, Dezelle, Jones, Kennedy, Larsen, Nielsen, Hartsfield.

NO: None.

Abstain: Middleton

Motion carries 7 – 0.

City Council is currently scheduled the hear this item on January 4, 2024 at 6:30 p.m.

B. SUB2023-05: Woodland Station Filing No. 2 Preliminary Plat: A request by TAVA House Properties LLC (Applicant and Property Owner) for a Preliminary Plat to plat 6.63 acres into one lot and two tracts. The subject property is located west of Woodland Hardware in Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. (QJ)

As noted earlier in the meeting, this item will be renoticed for a future date.

5. **REPORTS:** Director Schminke will email the STR Ordinance which City Council has placed on the ballot for a special election in December. She thanked the Commissioners for their kindness and grace during the evening's technical difficulties. Due to the Thanksgiving holiday, the next Planning Commission meeting is December 14, 2023, which will be the last meeting of the year.

6. **ADJOURN:** The meeting was adjourned at 7:11 p.m.

Approved this 14th day of DECEMBER 2023 by


Ken Hartsfield, Chair

City of Woodland Park

Print
Record



Planning Department Routing/Comment Form

ID	Project Name	Kings Crown Sub. - Prel. Plat		Project # EXT/Case #:	SUB2023-0
Permit Number	202309292	Site Address Number	TBD	PO Box	
Date Received:	9/27/2023	Site Address Name	Kings Crown Rd.	Mailing Address #	1141
Project Type	SUB	Lot Number		Block #	
Project Type Number	5	Subdivision	30-12-68 PT N2NE4	Filing	
Project Classification	Preliminary Plat	Applicant Business Name			
Residential or Commercial	Residential	App First Name	Terrence & Fadile	App Last Name	O'Malley
ZDP Required	☒	Public Review Required	☐	Lead Staff Person	CJ Gates
Board of Adjustment Date		Date Routed	9/28/2023		
Planning Commission Date		Comments Due Back to Planning	10/12/2023		
City Council (1st Reading)		Comments Rec'd	☐	Filed in Area:	
City Council (Public Hearing)				Senior Planner	

Comments Received

City Manager	☐	Building Dept	☐
City Clerk	☐	Fire District	☒
City Attorney	☐	Re-2	☐
Utilities Department	☒	URS	☐
City Engineer	☒	IREA	☐
City Inspector	☒	Black Hills	☐
Finance Department	☐	CDOT	☐
Planning Director	☒	CenturyLink	☐
City Planner	☒	TDS Telecom	☐
Police	☐	Other:	☐
Parks & Rec	☒		
Economic Development	☐		

Important Information

Administrator
Routing Instructions:

Planning Application Entry Form

[Print Record](#)[Go To Development Fees Receipt Form](#)

ID

Permit Number 202309292

Project # EXT/Case # SUB2023-06

Public Hearing Required ☒

Date Received 9/27/2023

Date Routed 9/28/2023

Date Initial Permit Approved

*Date Permit Paid

Open Permit Comments

*NOTE: If Non-profit enter Date Approved in Date Permit Paid field for report

Project Type SUB

Project Type Number 5

Project Classification Preliminary Plat

Non-Profit, Residential or Commercial Residential

Date CO Requested

Temp CO Auth Approved

Date Temp CO Expires

NOTE: Above Field required only for SInS and TUPs

Project Name Kings Crown Sub. - Prel. Plat

Site Address Number TBD

Site Address Name Kings Crown Rd.

Lot Number

Block Number

Subdivision 30-12-68 PT N2NE4

Filing #

Applicant Business Name

App First Name Terrence & Fadile

App Last Name O'Malley

App Phone Number 954-816-3196

PO Box

Mailing Address Street # 1141

Mailing Address Street Name Royal Oak Ct.

City Woodland Park

State CO

Zip Code 80863

Owner First Name Terrence & Fadile

Owner Last Name O'Malley

Zone Class SR

Applicant Project Value \$0.00

UTILITIES SECTION

Tap Allocation Date

Allocation Exp Date

Water Tap #

Sewer Tap #

Tap Paid Date

Tap Exp Date

Taps Refunded ☐

Inside/Outside User

Meter Installed ☐

Filed in Area

Senior Planner



2023 GENERAL APPLICATION

(Revised 1/1/2023)

received
9/27/2023

Project # 202309292

Case # SUB2023-06

Fee(s): See City of Woodland Park

Fees Sheet (Plus publication/recording fees, as applicable)

Type of Application (Check one or more as applicable)

- | | | |
|---|---|--|
| ☐ Site Plan Review Permitted Use | ☐ Special Use Permit | ☒ Preliminary Plat |
| ☐ Site Plan Review Conditional Use | ☐ Planned Unit Development (PUD) | ☐ Exemption Plat |
| ☐ Conditional Use Permit | ☐ PUD Amendment | ☐ Final Plat |
| ☐ Zoning Change | ☐ Appeal | ☐ Townhouse Plat |
| ☐ Extension of Development | ☐ Variance | ☐ Condominium Plat |

1. Applicant Information

- a. Applicant Name TERRENCE + FADILE O'MALLEY
- b. Project Coordinator ☐ Property Owner ☒
- c. Mailing Address 1141 ROYAL OAK COURT, WOODLAND PARK, CO, 80863
- d. E-mail Address TERRY O'MALLEY75@GMAIL.COM
- e. Phone Numbers Home _____ Work _____ Mobile 954-816-3196

2. Property Owner Information (if different from above)

- a. Name SAME Project Contact? Yes ☒ No ☐
- b. Mailing Address _____
- c. E-mail Address _____
- d. Phone Numbers Home _____ Work _____ Mobile _____

3. Site Information

- a. Site Address TBD; KINGS CROWN RD., TELLER COUNTY TAX A/C: R0023264
- b. Lot _____ Block _____ Subdivision _____
- c. Property Zoning SUBURBAN RESIDENTIAL Lot Size 11.3 Acres ☒ Square Feet ☐

4. Is the property subject to covenants? Yes ☐ No ☒ If yes, then submit copy of covenants and current contact for HOA. It is the responsibility of the landowner to submit HOA approval with this application.

5. Project Information

- a. Project Name KINGS CROWN
- b. Brief Description of Project/Request SINGLE FAMILY HOME

Project Narrative (On a separate sheet provide additional project details and how the proposal complies with the applicable code requirements, which can be found in Section 8 of this application.)

5. Consultant Information (if applicable)

a. Architect

- i. Project Contact DAVID LANGLEY
- ii. Firm Name LANGLEY ARCHITECTS
- iii. Physical Address 350 W. HENRIETTA AVE., WOODLAND PARK, CO. 80863
- iv. Mailing Address SAME
- v. E-mail Address DAVID@DAVIDLANGLEY.COM
- vi. Phone Numbers: Business 719-687-3415 Mobile 719-330-7199

b. Engineer

- i. Project Contact MIKE BRAMLETT
- ii. Firm Name IR ENGINEERING, LLC
- iii. Physical Address 5475 TECH CENTER DRIVE, SUITE 235, COL. SPRINGS, CO, 80919
- iv. Mailing Address SAME
- v. E-mail Address MBRAMLETT@IRENGINEERING.COM
- vi. Phone Numbers: Business 719-593-2593 Mobile 719-659-7679

c. Planner

- i. Project Contact _____
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

d. Surveyor

- i. Project Contact ERIC SIMONSON
- ii. Firm Name RAMPART SURVEYS, LLC
- iii. Physical Address 1050 TAMARAC PARKWAY, WOODLAND PARK, CO, 80863
- iv. Mailing Address P.O. BOX 5101, WOODLAND PARK, CO, 80866
- v. E-mail Address ERIC@RAMPARTLS.COM
- vi. Phone Numbers: Business 719-687-0920 Mobile _____

e. Other (specify role) CONSULTANT

- i. Project Contact CRAIG NELSON
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address CNELSON@BLUWOLF.COM
- vi. Phone Numbers: Business _____ Mobile 847-323-2438

6. Submittal Requirements

The following items must be included at time of submittal (in addition to items on the submittal checklists) or the application will not be processed (additional copies may be requested).

Type of Application	24" x 36" Plan Set	11" x 17" Plan Set	Adobe Acrobat Portable Document Format (.pdf) electronic Plan Set on a flash drive	Warranty Deed or Title Policy	List of adjoining property owners within 150'	Copies of reports (narrative, traffic study, drainage, etc.)
All Types	1	1	1	1	1	1

7. Applicable Code Sections

The following are the applicable code sections by type of application and are for assisting applicants in completing the required project narrative. The City of Woodland Park's Municipal Code can be found at www.city-woodlandpark.org/Charter&Code. Subdivision requirements are in Title 17 and Zoning is in Title 18 of the Municipal Code.

Type of Application	Applicable Code Sections
Site Plan Review Permitted Use	Chapters 18.34, 18.33 and 18.39
Site Plan Review Conditional Use	Chapters 18.34, 18.57, 18.33 and 18.39
Conditional Use Permit	Chapter 18.57 plus applicable site plan regulations
Zoning Change	There are no specific standards, but the applicant should provide supporting argument for a zoning change, including how it complies with the Comprehensive Plan
Special Use Permit	Chapter 18.61 plus applicable site plan regulations
Planned Unit Development	Chapters 18.30, 18.33, 18.39, Sections 17.20.070, and 17.20.080
Appeal	Chapter 18.54
Variance	Chapter 18.60
Preliminary Plat	Chapter 17.20 plus applicable subdivision sections
Exemption Plat	Section 17.52.030 plus applicable subdivision sections
Final Plat	Chapter 17.24 plus applicable subdivision sections
Townhouse Plat	Chapter 17.32 plus applicable subdivision sections
Condominium Plat	Chapter 17.32 plus applicable subdivision sections

8. Certification of Ownership

I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.

→ Tenn O'Malley 9/25/23
Owner Date
→ Tenn 9/25/23
Owner Date

9. Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

I certify that I understand that the proposed development is in accordance with all provisions of the City of Woodland Park's Municipal Code and other applicable regulations.

→ Tenn O'Malley / Tenn 9/25/23
Applicant Date

City Use Only

1. Submission Sept. 27, 20 23 taken by CJ Gates
Fee Received Sept. 27, 20 23 taken by CJ Gates
2. Application is deemed complete – OR – deemed incomplete and returned to applicant to complete on 9/27/23.
3. Public Hearing Notice
Published _____, 20____
Posted _____, 20____
Adjacent Property Notification _____, 20____.
4. Planning Commission Public Hearing Nov 9, 20 23.
Board of Adjustment Public Hearing (when applicable) _____, 20____.
5. City Council First Reading of Ordinance (if applicable) _____, 20____.
City Council Public Hearing _____, 20____.
Notes _____

6. Letter of Approval/Denial to applicant sent _____, 20____.
7. Additional Information

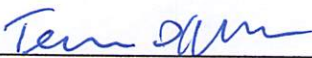
To: The City of Woodland Park - City Council & Planning Commission
From: Terrence & Fe OMalley
Date: August 16, 2023
Re: Letter of Intent – Preliminary Plat Application

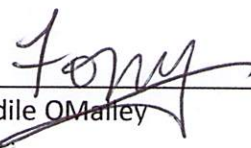
By way of introduction, our names are Terrence & Fadile OMalley and we recently moved to Woodland Park from South Carolina.

1. We purchased a vacant, unplatted 11.3 acre tract of land commonly referred to as the "Top of Kings Crown". The Teller County Property Tax Account Number is: R0023264. The property is within the Paradise of Colorado Metro District and it is part of the Master Plan of Top of Paradise.
2. The site is currently zoned Suburban Residential. No zoning change is requested.
3. We are not subdividing the property into the eight lots contemplated in the Master Plan. Instead, we are platting for only one lot on the entire 11.3 acres on which our house will be built.
4. Our intention is to build one single family house to serve as our permanent residence. We expect our house to be approximately 4,000 square feet, with main level living space, a walkout with guest bedrooms, and an attached four car garage. A driveway will be built to meet Woodland Park City requirements and Fire Code requirements.
5. As for utilities, service lines will be constructed and tapped into the mains located on Kings Crown Rd. We do not expect to need a fire hydrant on the property.
6. No variances from the Subdivision Regulations are requested.
7. We assembled an excellent team of local professionals: Langley Architecture, JR Engineering, Rampart Surveys, Andre Leclercq of Alec Builders, and Craig Nelson in an advisory capacity. We are confident that this team will work closely with the City's Planners to ensure that all City requirements are met and things go smoothly.
8. It is our understanding that any parks, recreation and open space requirements have already been satisfied in the Top of Paradise by the initial developer.

We love this community and intend to be productive members of Woodland Park for many years. Please inform us if there is any additional information you might require. Thank you for your consideration.

Sincerely,


Terrence OMalley


Fadile OMalley

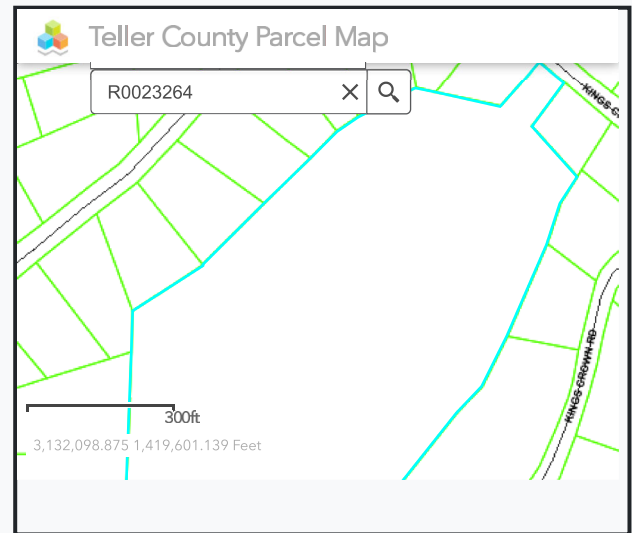
Teller County Property Records

Property Record

Acct No:R0023264



Map



[Full Screen Map](#) [Vacant Land Sales Map](#) [Comps Worksheet](#)

Ownership

Account No	R0023264
Parcel Id	6431.301000070
Notice of Value	PDF of 2023 Notice of Value
Actual	\$138,887
Assessed	\$38,750
Acct Type	Vacant Land
Owner Name	OMALLEY, TERENCE & FADILE
Mailing Address	1141 ROYAL OAK CT WOODLAND PARK, CO 808639023

Location

Physical Address	
School Dist	RE-2
Acres	11.300000
Map No.	6431
Tax Dist	64
Area	WP CENTRAL AREA
Brief Legal	30-12-68 PT N2NE4 (PARADISE RANCH ADD) - LYING IN CENTER OF PARADISE EST FILNG #3 & #4

Brief Legal Description is not intended for use on legal documents

Zoning

Land Attributes

Land Type	Abst Code	Acres
Vacant	0540	11.30

Building Information (provided by Assessor)

Transfers (provided by Assessor)

Sale Date	Reception No	Deed Type	Sale Price
03/01/1994	417752	Warranty Deed	\$711,500
06/16/2023	LS-000130	Survey	\$0
07/27/2023	760474	Warranty Deed	\$950,000

Building Permits

Date	Permit No.	Description	Permit Issued By
------	------------	-------------	------------------

Property Tax History (provided by Treasurer)

Delinquent taxes are not shown on this website.

[Tax detail on Treasurers Web Site \(Note: Select Public User Login Button if prompted\).](#)

[Tax Payment Web site](#)

Authority	Mil Levy	Amount
TELLER COUNTY	14.64	\$270.10
RE-2 SCHOOL DIST	27.924	\$515.19
CITY OF WOODLAND PARK	15.75	\$290.59
NE TELLER COUNTY FIRE	14.718	\$271.55
RAMPART LIBRARY	4.119	\$76.00
PARADISE OF CO METROPOLIT	25	\$461.25
UTE PASS REGIONAL HEALTH	3.99	\$73.62
TOTAL	106.1410	\$1,958.30

Tax Year	Tax Amount
2022	\$1,958.30
2021	\$1,950.82
2020	\$1,946.92
2019	\$1,936.92
2018	\$1,268.38

About

The contributing Teller County Offices keep the information shown on this web site as current and as accurate as possible

Disclaimer

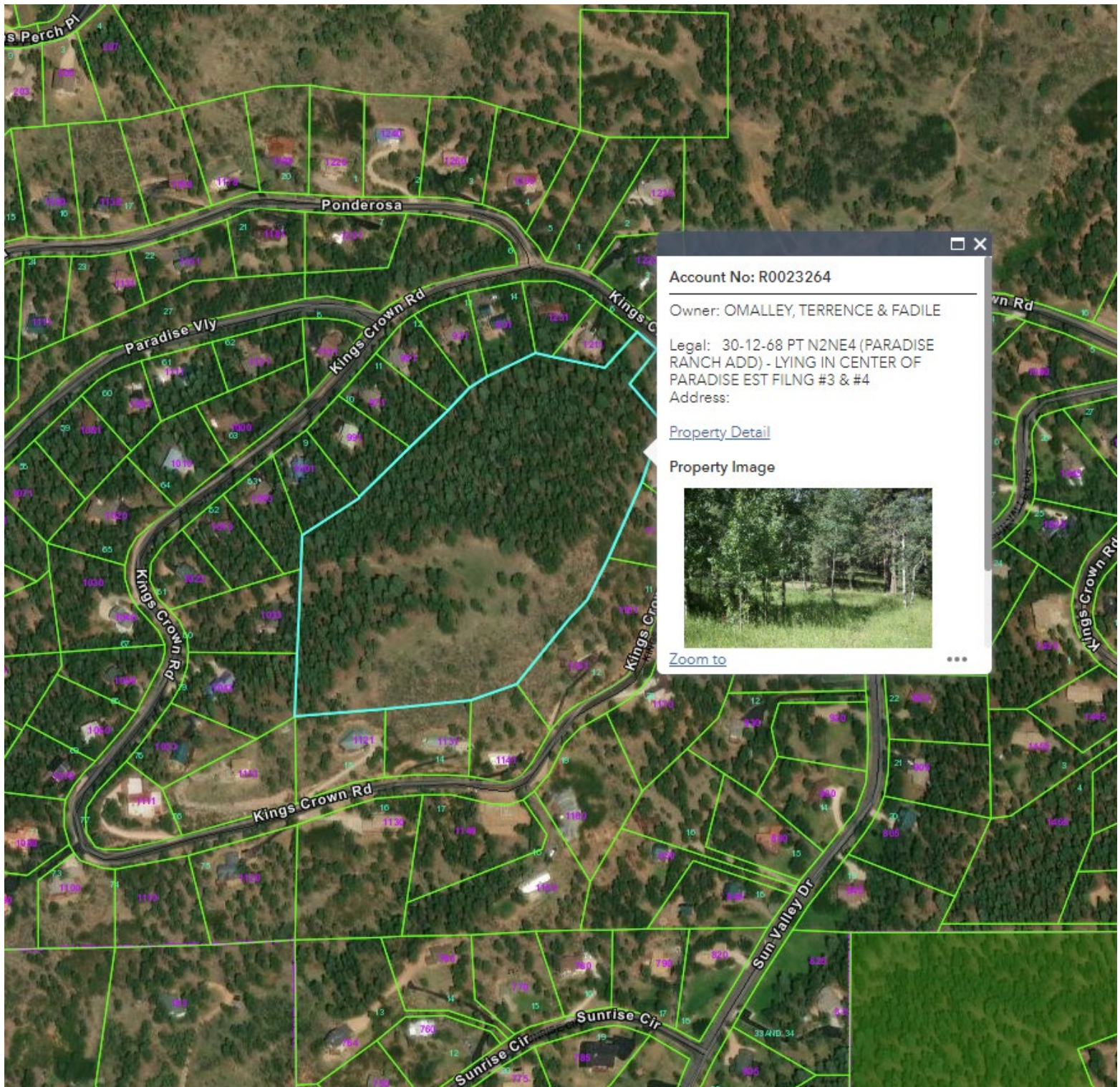
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Contributors

Assessor
Treasurer
Clerk and Recorder
Community Development
Services Division (CDSO)

[Mail comments or suggestions to web developer](#)

Teller County Information Technology © 2022



Account No: R0023264

Owner: OMALLEY, TERRENCE & FADILE

Legal: 30-12-68 PT N2NE4 (PARADISE RANCH ADD) - LYING IN CENTER OF PARADISE EST FILNG #3 & #4
Address:

[Property Detail](#)

Property Image



[Zoom to](#)

AMENDED MASTER PLAN OF TOP OF PARADISE IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

APPROVALS:

THIS MASTER PLAN HAS BEEN APPROVED WITH RESPECT TO CONCEPT BY THE WOODLAND PARK CITY COUNCIL, THIS 4 DAY OF August, 2005.

MAYOR, WOODLAND PARK CITY COUNCIL

DATE

FOR THE CITY PLANNING COMMISSION,

DATE

NOTICE:

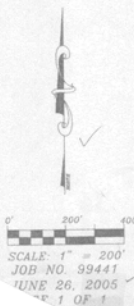
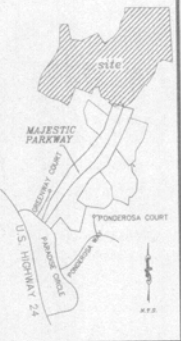
APPROVAL OF THIS MASTER PLAN WITH RESPECT TO CONCEPT DOES NOT PRE-SUPPOSE THE APPROVAL OF ANY PRELIMINARY OR FINAL PLATS FOR THIS PARCEL. CITY APPROVAL CONSTITUTES AN ACKNOWLEDGEMENT THAT GENERALLY THIS PLAN CONFORMS TO THE CITY'S COMPREHENSIVE PLAN FOR THIS AREA. CITY COUNCIL'S MASTER PLAN APPROVAL SHALL EXPIRE FIVE YEARS FROM THE DATE OF APPROVAL. APPROVAL MAY BE REVIEWED AND AMENDMENTS TO THIS MASTER PLAN SHALL BE ACCOMPLISHED BY RE-APPLICATION TO THE CITY PLANNING COMMISSION AND COUNCIL.

CITY COMMENTS

Original Approval on Aug. 4, 2005
and valid through Aug. 4, 2010
Approval was extended to Aug. 4, 2015
by City Council on Aug. 5, 2010

"conservation area"

VICINITY MAP



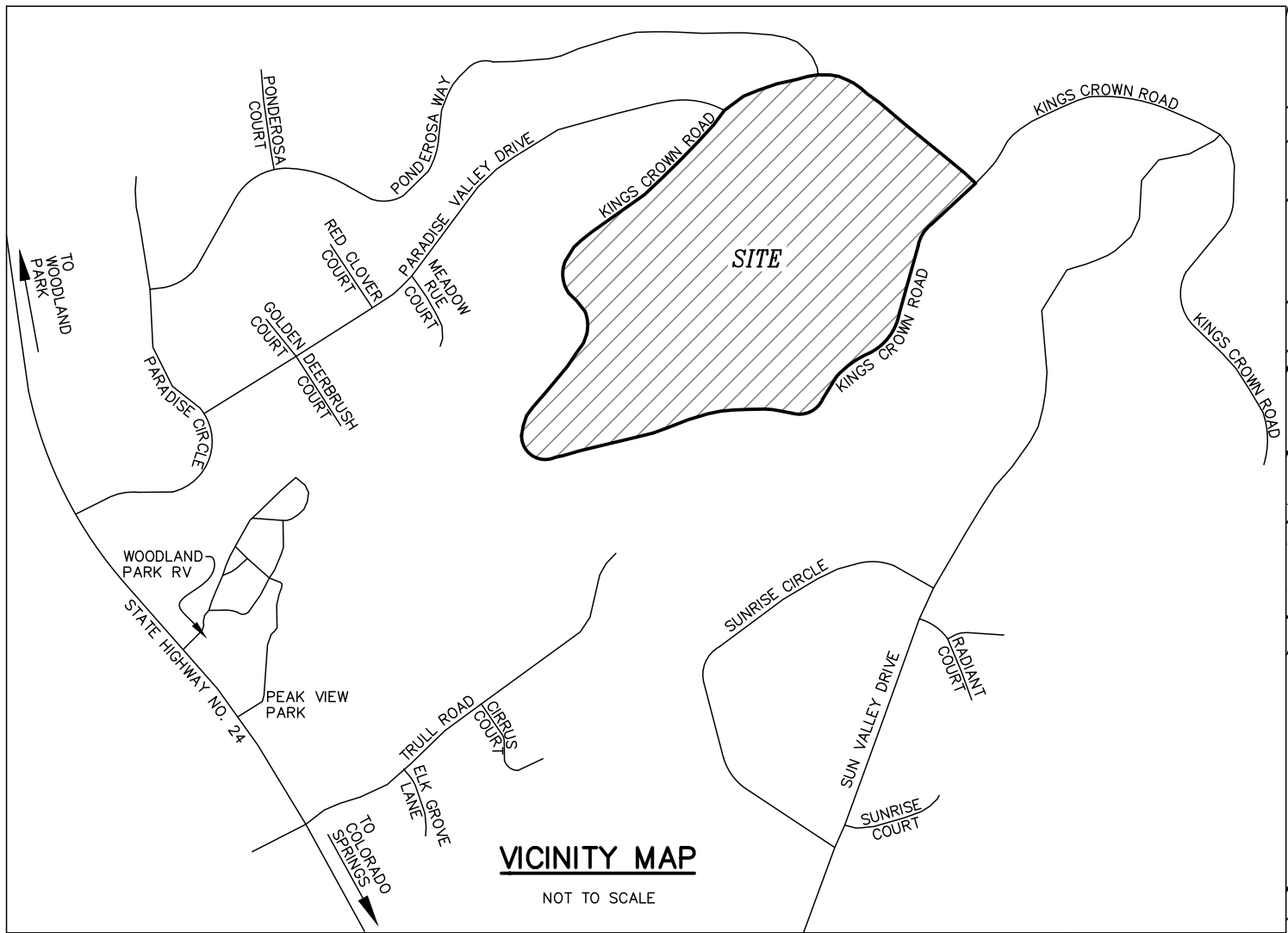
DEVELOPER / OWNER:

PARADISE ESTATES, INC.
P.O. BOX 9027
WOODLAND PARK, COLORADO 80866
719-687-9296



1623 SOUTH TEJON STREET
COLORADO SPRINGS, COLORADO
719-630-0559

PRELIMINARY PLAT
KINGS CROWN SUBDIVISION
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



CITY COMMENTS



LEGAL DESCRIPTION:

A TRACT OF LAND IN SECTIONS 19 AND 30 IN TOWNSHIP 12 SOUTH RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TELLER COUNTY, COLORADO DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE N00°03'58"E 540.02 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUE N00°03'58"E 429.99 FEET; THENCE N56°41'39"E 162.24 FEET, THENCE N44°52'14"E 385.70 FEET, THENCE N65°22'22"E 188.35 FEET, THENCE S70°17'43"E 167.04 FEET; THENCE N40°29'22"E 160.00 FEET; THENCE S49°30'38"E 60.00 FEET; THENCE S40°29'22"W 160.00 FEET; THENCE S49°30'38"E 136.80 FEET; THENCE S40°29'22"W 60.00 FEET; THENCE S20°00'W 372.09 FEET; THENCE S38°43'44"W 264.57 FEET; THENCE S70°00'W 115.00 FEET; THENCE S85°00'W 430.00 FEET TO THE POINT OF BEGINNING, COUNTY OF TELLER, STATE OF COLORADO.

LEGEND - DIMENSIONAL STANDARDS

DIMENSION STANDARD CATEGORY	SINGLE FAMILY RESIDENCE	
BUILDING SETBACK	FRONT	25'
	REAR	25'
	SIDE	8'
MAXIMUM HEIGHT	MAIN BLDG.	30'
	ACCESSORY BUILDING	20'
		APPLIES TO EXTERIOR BOUNDARY LINES ONLY

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS PRELIMINARY PLAT WAS APPROVED SUBJECT TO CONDITIONS CONTAINED HEREIN BY THE CITY OF WOODLAND PARK CITY COUNCIL ON 2023, AFTER A PROPERLY CONDUCTED PUBLIC HEARING HELD ON 2023.

CITY PLANNER, CITY OF WOODLAND PARK DATE

OWNER

TERRENCE OMALLEY AND FADILE OMALLEY
1141 ROYAL OAK COURT
WOODLAND PARK, CO 8063
(954) 816-3196

PROFESSIONAL LAND SURVEYOR

ERIC R. SIMONSON
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

DESIGNER

MIKE BRAMLETT
JR ENGINEERING
5475 TECH CENTER DR. SUITE 235
COLORADO SPRINGS, CO 80919
(719) 593-2593

SLOPE ANALYSIS:

0-30% = 75.95%
30-40% = 13.31%
40-100% = 10.74%

SHADED AREAS = 30% OR GREATER SLOPE
30% TO 40% SLOPES
SLOPES GREATER THAN 40%

AREA SUMMARY:

TOTAL AREA OF PROJECT = 11.34 ACRES

ZONING:

THE PROPERTY TO BE PLATTED IS ZONED (SR) SUBURBAN RESIDENTIAL

FLOOD PLAIN CERTIFICATION:

ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 0819C0206D (EFFECTIVE DATE SEPTEMBER 25, 2009), THE DESCRIBED AREA IS LOCATED WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PRELIMINARY PLAT - KINGS CROWN SUBDIVISION
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 23246 PP.DWG

PAGE 1 OF 1

**PRELIMINARY GEOTECHNICAL INVESTIGATION
KINGS CROWN PROPERTY
KINGS CROWN ROAD
WOODLAND PARK, COLORADO**

Prepared for:

TERRY OMALLEY
1141 Royal Oak Court
Woodland Park, Colorado 80863

Project No. CS19701-115-R1

June 21, 2023



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FIG. 1 – LOCATIONS OF EXPLORATORY BORINGS

FIG. 2 – SUMMARY LOGS OF EXPLORATORY BORINGS

FIG. 3 – GRADATION TEST RESULTS

FIG. 4 – GRADATION TEST RESULTS

TABLE 1 – SUMMARY OF LABORATORY TESTING

APPENDIX A – GUIDELINE SITE GRADING SPECIFICATIONS



SCOPE

This report presents the results of our Preliminary Geotechnical Investigation for the 11.3-acre Kings Crown Property in southeastern Woodland Park, Colorado (Fig. 1). The purpose of our investigation was to provide a preliminary indication of soil conditions for your due diligence assessment and planning. This report contains descriptions of subsurface conditions encountered in our exploratory borings and discussions of construction as influenced by geotechnical considerations. The scope was described in our Proposal and Service Agreement (CS-23-0087) dated May 24, 2023. Evaluation of the property for the presence of potentially hazardous materials (Environmental Site Assessment) was not included in our scope.

This report was prepared from data developed during field exploration, laboratory testing, engineering analysis, and experience with similar conditions. The information contained in this report was prepared for the exclusive use of Terry OMalley and is intended for planning purposes only. Additional investigations will be required to develop foundation and pavement design recommendations. A summary of our conclusions and recommendations follows. You should review the entire document.

SUMMARY

1. Strata encountered in our exploratory borings consisted of about 3 to 5.5 feet of silty, gravelly sand with occasional cobbles and boulders underlain by medium hard to very hard conglomeratic sandstone bedrock. Both borings met practical drilling refusal in sandstone at depths of 20 feet. Similar materials were observed in multiple cuts made into the hillside for driveway and residence construction along Kings Crown Road.
2. Groundwater was not encountered during drilling to depths of up to 20 feet. Groundwater is not expected to influence the proposed construction. Water levels may fluctuate seasonally, and develop or



rise in response to development, precipitation and landscape irrigation.

3. We believe spread footings underlain by natural material or new, moisture conditioned, and densely compacted fill will be appropriate. In the unlikely event expansive materials are encountered at the time of a design-level investigation, sub-excavation of expansive materials may be appropriate.
4. The primary geotechnical concerns that will influence site development and building performance are the presence of near surface hard bedrock and avoidance of steep slopes. These concerns can be mitigated with proper planning, engineering, design, and construction. We believe there are no geologic or geotechnical constraints at this site that would preclude development.
5. Surface drainage should be designed, constructed, and maintained to provide rapid removal of surface runoff away from the proposed residences. Conservative irrigation practices should be followed to avoid excessive wetting.
6. If roads will be gravel-surfaced, a minimum of 10 inches of aggregate base course or asphalt millings meeting CDOT Class 5 or 6 Specification can provide reliable all-weather access but will require periodic maintenance. If asphalt pavement is being considered, a pavement section of 5 inches of asphalt over a prepared subgrade can be preliminarily assumed for planning purposes for residential streets.

SITE CONDITIONS

The 11.3-acre Kings Crown Property is located on the southeast side of Woodland Park, Colorado (Fig. 1). The parcel lies within Section 30, Township 12 South, Range 68 West and is historically vacant land that was part of the Paradise Ranch dude ranch. The parcel is surrounded by single-family houses that are accessed directly from Kings Crown Road. The topographically highest part of the property is ridge that runs northeast to southwest with a broad, gently northwest sloping surface at an elevation of roughly 8,620 feet above mean sea level (msl). The northwest side of the property is densely populated with native pine trees. The southeast side of the ridge is a steep slope (roughly 40 percent) down towards Sun Valley Drive. A walking path that has been cleared to a width



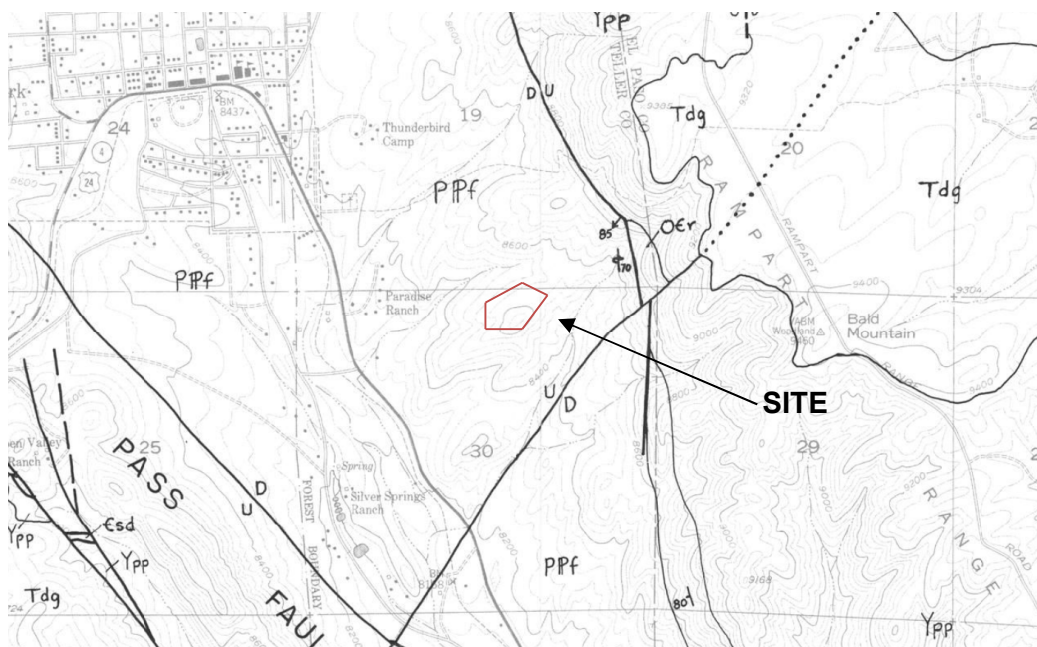
that allows small vehicle traffic is present to allow access to the top of the ridge from Kings Crown Road to the northeast.

PROPOSED DEVELOPMENT

A preliminary lot layout was provided for this investigation. Seven single-family residential lots are shown, three of which have been selected as possible build sites. The seven lots will be accessed by a single improved roadway. The roads and driveways may be gravel-surfaced or paved and will have buried utilities. Earthwork grading will be mostly limited to that required for access and construction. The lots will be left in a near-natural condition.

SITE GEOLOGY

The Reconnaissance Geologic Map of the Woodland Park Quadrangle by Reinhard A. Wobus and Glenn R. Scott, 1977 covers the project area. An excerpt is shown below. The site is underlain at shallow depth by the Fountain Formation (Map Symbol PPf), comprised of conglomeratic, arkosic sandstone. The surficial material is described as an arkosic-clast, loamy colluvium consisting of clayey, silty sand with cobbles and boulders. The conditions found in our borings confirm the existing mapping.



Excerpt showing the Kings Crown property, from Reconnaissance Geologic Map of the Woodland Park Quadrangle, United States Geological Survey, by Reihard A. Wobus and Glenn R. Scott, 1977

Seismicity

Based on available mapping, multiple inactive faults are present in the area. According to the USGS, Colorado's Front Range and eastern plains are considered low seismic hazard zones. The earthquake hazard exhibits higher risk in western Colorado compared to other parts of the state. The Denver Metropolitan area has experienced earthquakes within the past 100 years, shown to be related to deep drilling, liquid injection, and oil/gas extraction. Naturally occurring earthquakes along faults due to tectonic shifts are rare in this area.

The soil and bedrock at this site are not expected to respond unusually to seismic activity. The 2021 International Building Code (Section 16.13.2.2) defers the estimation of Seismic Site Classification to ASCE 7-22, a structural engineering publication. Updates from the previous versions of ASCE 7 include (1) incorporation of additional Site Classifications BC, CD, and DE, (2) removal of tabulated blow-count and shear-strength correlations to shear wave velocity, and (3) requires the engineer to reduce shear wave velocity values by a factor of 1.3



when empirically estimated or not directly measured. The table below summarizes ASCE 7-22 Site Classification Criteria.

ASCE 7-22 SITE CLASSIFICATION CRITERIA

Seismic Site Class	$\bar{v}_s$, Calculated Using Measured or Estimated Shear Wave Velocity Profile (ft/s)
A. Hard Rock	>5,000
B. Medium Hard Rock	>3,000 to 5,000
BC. Soft Rock	>2,100 to 3,000
C. Very Dense Sand or Hard Clay	>1,450 to 2,100
CD. Dense Sand or Very Stiff Clay	>1,000 to 1,450
D. Medium Dense Sand or Stiff Clay	>700 to 1,000
DE. Loose Sand or Medium Stiff Clay	>500 to 700
E. Very Loose Sand or Soft Clay	≥500
F. Soils requiring Site Response Analysis	See Section 20.2.1

Based on the results of our investigation, the reduced, empirically estimated average shear wave velocity values for the upper 100 feet range between 1481 and 1546 feet per second. We judge a Seismic Site Classification of C. The field penetration test results along with the empirical estimates imply that shear-wave velocity seismic tests to directly measure $\bar{v}_s$ could likely result in a better Seismic Site Classification. The subsurface conditions indicate low susceptibility to liquefaction from a materials and groundwater perspective.

INVESTIGATION

Subsurface conditions were investigated by drilling two exploratory borings at the approximate locations shown on Fig. 1. Five borings were originally planned however, the top of the site was not accessible due to unseasonably high precipitation and a very short investigation period. The boring locations were determined based on proposed building envelopes and access. We contacted the Utility Notification Center of Colorado to clear boring locations for conflicts with buried utilities. The borings were advanced to depths of 20 feet where practical auger drilling refusal was encountered using 4-inch diameter, continuous-flight auger and a truck-mounted drill rig. Our field representative observed drilling, logged the soils encountered in the borings, and obtained samples.



Graphical logs of the borings, including results of field penetration resistance tests and some laboratory test data, are presented on Figure 2.

Soil and bedrock samples were returned to our laboratory where they were examined, and tests were assigned. Laboratory tests included moisture content and dry density, Atterberg Limits, particle-size analysis (gradation and passing No. 200 sieve), and water-soluble sulfate content. Results of the gradation tests are presented in Figures 3 and 4 and the test results are summarized in Table 1.

SUBSURFACE CONDITIONS

Strata encountered in our exploratory borings consisted of about 3 to 5.5 feet of silty, gravelly sand with occasional cobbles and boulders underlain by medium hard to very hard conglomeratic sandstone bedrock. Both borings met practical drilling refusal in sandstone at depths of 20 feet. Similar materials were observed in multiple cuts made into the hillside for driveway and residence construction along Kings Crown Road. Some pertinent engineering characteristics of the soils and bedrock are described in more detail in the following paragraphs.

Natural Sand

Medium dense silty sand with gravels, cobbles, and boulders was encountered in both of our borings at the ground surface. One sample of the silty sand contained 33 percent silt and clay-sized material (passing the No. 200 sieve). We judge the sand to be non-expansive. One sample of the sand contained less than 0.1 percent water-soluble sulfates. The silty sand contained gravels and cobbles and occasional boulders that are not reflected in our samples.



Bedrock

Silty to clayey, conglomeratic sandstone bedrock was encountered in both borings beneath the surficial material. The bedrock was medium hard to very hard. Both borings encountered drilling refusal at depths of 20 feet. Four samples of sandstone contained 24 to 45 percent silt and clay-sized particles (passing the No. 200 sieve). The fines content of the samples may be higher than the in-situ values due to the material being ground and broken down during the drilling and sampling. The sandstone is likely non-expansive or has a low swell potential. Three samples of the sandstone had Liquid Limits of 19 to 31 and Plasticity Indices of 5 to 11.

Groundwater

Groundwater was not encountered during drilling to depths of up to 20 feet. Groundwater is not expected to influence the proposed construction. Water levels may fluctuate seasonally, and develop or rise in response to development, precipitation and landscape irrigation.

SITE DEVELOPMENT CONSIDERATIONS

The primary geotechnical concern that will influence site development and building performance is the presence of hard bedrock and avoidance of steep slopes. These concerns can be mitigated with proper planning, engineering, design and construction. We believe there are no geologic or geotechnical constraints at this site that would preclude development. The following sections provide site development recommendations.

Excavation

We believe most of the soil and bedrock penetrated by our exploratory borings can be excavated with typical heavy-duty equipment. Cobbles and



boulders may cause difficulties when grading. Excavations into hard bedrock may require rock buckets and rock teeth. We recommend the owner and the contractor become familiar with applicable local, state and federal safety regulations, including the current Occupational Safety and Health Administration (OSHA) Excavation and Trench Safety Standards. Based on our investigation and OSHA standards, we anticipate the sand will classify as Type C soil and the bedrock as Type A based on OSHA Standards governing excavations published in 29 CFR, Part 1926. Type A and C soil require maximum slope inclinations of 0.75H:1V and 1.5H: 1V, respectively for temporary excavations in dry conditions. Saturated soils may require flatter slopes or bracing. Excavation slopes specified by OSHA are dependent upon soil types and groundwater conditions encountered. The contractor's "competent person" should identify the soils encountered in the excavations and refer to OSHA standards to determine appropriate slopes. Stockpiles of soils and equipment should not be placed within a horizontal distance equal to one-half the excavation depth, from the edge of the excavation. A professional engineer should design excavations deeper than 20 feet.

Site Grading

Site grading will be required to establish level building pads and roads. Road construction is expected to require more in-depth site grading.

Vegetation, topsoil, and organic materials should be removed from the ground surface of areas to be filled. Soft or loose soils, if encountered, should be stabilized, or removed to expose stable material prior to placement of fill.

The properties of the fill will affect the performance of foundations, slabs-on-grade, and pavements. The onsite materials are generally suitable for use as grading fill, and excavation backfill, provided they are free of debris, vegetation/organics, and other deleterious materials. If imported fill is necessary, it should ideally consist of granular material with 100 percent passing the 2-inch



sieve, less than 35 percent material passing the No. 200 sieve, and exhibit relatively low plasticity. Samples of the proposed fill should be evaluated by our office prior to stockpiling on site.

The ground surface in areas to receive fill should be scarified deeply, moisture conditioned and compacted to a high density to establish a stable subgrade for fill placement. Granular materials placed as site grading fill should be moisture conditioned to within 2 percent of optimum and compacted to at least 95 percent of modified Proctor dry density (ASTM D 1557). Detailed recommendations for moisture conditioning, placement, and compaction of grading fill are set forth in Appendix A. Placement and compaction of the grading fill should be periodically observed and tested by our representative during construction.

Buried Utilities

Utility trench excavation can likely be accomplished using heavy-duty track hoes. Water and sewer lines are usually constructed beneath paved roads. Compaction of trench backfill can have a significant effect on the life and serviceability of pavements. We recommend trench backfill be moisture conditioned and compacted in accordance with the recommendations set forth in Appendix A. The placement and compaction of trench fill and backfill should be observed and tested by our firm during construction.

FOUNDATION AND FLOOR SYSTEM CONCEPTS

The following discussions are preliminary and are not intended for design or construction. Once planning for each residence has established the layout and elevations of the structure, design-level geotechnical investigations should be performed on a lot-specific basis.



Our investigation indicates non-expansive to low expansive sand and sandstone soils are present at the anticipated foundation depths. We expect spread footing foundations will likely be appropriate for the proposed single-family structures. We estimate maximum allowable bearing pressures of about 3,000 psf will be appropriate.

We expect slab-on-grade basement floors and garage floors will be appropriate for the proposed residences. Based on the results of this investigation, we expect the lots will have a low risk of poor slab-on-grade performance. Structural floors should be used in non-basement, finished living areas. A structural floor is supported by the foundation system. Design and construction issues associated with structural floors include ventilation and lateral loads. Where structurally supported floors are installed in basements or over a crawlspace, the required air space depends on the materials used to construct the floor and the potential expansion of the underlying materials.

PAVEMENTS

Pavement subgrade conditions are anticipated to consist of natural sand and sandstone or newly placed grading fill. These soils classify as an A-2-6 material and exhibit excellent to good pavement support characteristics. If roads will be gravel-surfaced, a minimum of 10 inches of aggregate base course or asphalt millings meeting CDOT Class 5 or 6 Specification can provide reliable all-weather access but will require periodic maintenance. If asphalt pavement is being considered, a pavement section of 5 inches of asphalt over a prepared subgrade can be preliminarily assumed for planning purposes for residential streets.

SUBSURFACE DRAINAGE

Surface water can penetrate relatively permeable backfill soils located adjacent to residences and collect at the bottom of relatively impermeable



foundation excavations, causing wet or moist conditions after construction. Foundation walls and grade beams should be designed to resist lateral earth pressures. Foundation drains should be constructed around the lowest excavation levels of basement and/or crawlspace areas. Foundation drains should drain to a positive gravity outlet or be connected to a sump pit where water can be removed by pumping if an underdrain is not provided.

SURFACE DRAINAGE

The performance of improvements will be influenced by surface drainage. When developing an overall drainage scheme, consideration should be given to drainage off of paved surfaces and away from each structure. The ground surface around the residences should be sloped to provide positive drainage away from the foundations. We recommend a slope of at least 10 percent for the first 10 feet surrounding each residence, where practical. Where possible, drainage swales should slope at least 2 percent. More slope is desirable. Variation from these criteria is acceptable in some areas. Roof downspouts and other water collection systems should discharge well beyond the limits of all backfill around structures.

Proper control of surface runoff is also important to control the erosion of surface soils. Sheet flow should not be directed over unprotected slopes. Water should not be allowed to pond at the crest of slopes. Permanent slopes should be prepared in such a way to reduce erosion.

Attention should be paid to compact the soils behind curb and gutter adjacent to streets and in utility trenches during the development. If surface drainage between preliminary development and construction phases is neglected, performance of the roadways, flatwork and foundations may be poor.



CONCRETE

Concrete in contact with soil can be subject to sulfate attack. We measured the water-soluble sulfate concentration in one sample at less than 0.1 percent. As indicated in our tests and ACI 332-20, the sulfate exposure class is *Not Applicable* or *RS0*.

SULFATE EXPOSURE CLASSES PER ACI 332-20

Exposure Classes		Water-Soluble Sulfate (SO ₄) in Soil ^A (%)
Not Applicable	RS0	< 0.10
Moderate	RS1	0.10 to 0.20
Severe	RS2	0.20 to 2.00
Very Severe	RS3	> 2.00

A) Percent sulfate by mass in soil determined by ASTM C1580

For this level of sulfate concentration, ACI 332-20 *Code Requirements for Residential Concrete* indicates there are no cement type requirements for sulfate resistance as indicated in the table below.



CONCRETE DESIGN REQUIREMENTS FOR SULFATE EXPOSURE PER ACI 332-20

Exposure Class	Maximum Water/Cement Ratio	Minimum Compressive Strength ^A (psi)	Cementitious Material Types ^B			Calcium Chloride Admixtures
			ASTM C150/C150M	ASTM C595/C595M	ASTM C1157/C1157M	
RS0	N/A	2500	No Type Restrictions	No Type Restrictions	No Type Restrictions	No Restrictions
RS1	0.50	2500	II	Type with (MS) Designation	MS	No Restrictions
RS2	0.45	3000	V ^C	Type with (HS) Designation	HS	Not Permitted
RS3	0.45	3000	V + Pozzolan or Slag Cement ^D	Type with (HS) Designation plus Pozzolan or Slag Cement ^E	HS + Pozzolan or Slag Cement ^E	Not Permitted

- A) Concrete compressive strength specified shall be based on 28-day tests per ASTM C39/C39M
- B) Alternate combinations of cementitious materials of those listed in ACI 332-20 Table 5.4.2 shall be permitted when tested for sulfate resistance meeting the criteria in section 5.5.
- C) Other available types of cement such as Type III or Type I are permitted in Exposure Classes RS1 or RS2 if the C3A contents are less than 8 or 5 percent, respectively.
- D) The amount of the specific source of pozzolan or slag to be used shall not be less than the amount that has been determined by service record to improve sulfate resistance when used in concrete containing Type V cement. Alternatively, the amount of the specific source of the pozzolan or slag to be used shall not be less than the amount tested in accordance with ASTM C1012/C1012M and meeting the criteria in section 5.5.1 of ACI 332-20.
- E) Water-soluble chloride ion content that is contributed from the ingredients including water aggregates, cementitious materials, and admixtures shall be determined on the concrete mixture ASTM C1218/C1218M between 29 and 42 days.

Superficial damage may occur to the exposed surfaces of highly permeable concrete, even though sulfate levels are relatively low. To control this risk and to resist freeze-thaw deterioration, the water-to-cementitious materials ratio should not exceed 0.50 for concrete in contact with soils that are likely to stay moist due to surface drainage or high-water tables. Concrete should have a total air content of 6 percent $\pm$ 1.5 percent. We advocate damp-proofing of all foundation walls and grade beams in contact with the subsoils (including the inside and outside faces of garage and crawl space grade beams).



CONSTRUCTION OBSERVATIONS

This report has been prepared for the exclusive use of Terry OMalley for due diligence assessment and planning for the project. The information, conclusions, and recommendations presented herein are based upon consideration of many factors including, but not limited to, the type of structures proposed, the geologic setting, and the subsurface conditions we encountered. The conclusions and recommendations contained in the report are not valid for use by others. Standards of practice evolve in the area of geotechnical engineering. The recommendations provided are appropriate for about three years. If the site is not developed within about three years, we should be contacted to determine if we should update this report.

We recommend that CTL | Thompson, Inc. provide construction observation services to allow us the opportunity to verify whether soil conditions are consistent with those found during this investigation. If others perform these observations, they must accept responsibility to judge whether the recommendations in this report remain appropriate.

GEOTECHNICAL RISK

The concept of risk is an important aspect with any geotechnical evaluation primarily because the methods used to develop geotechnical recommendations do not comprise an exact science. We never have complete knowledge of subsurface conditions. Our analysis must be tempered with engineering judgment and experience. Therefore, the recommendations presented in any geotechnical evaluation should not be considered risk-free. Our recommendations represent our judgment of those measures that are necessary to increase the chances that the structures will perform satisfactorily. It is critical that all recommendations in this report are followed during construction.



LIMITATIONS

Our borings were drilled at the lower portion of the site to provide a general picture of subsurface conditions for preliminary assessment and planning purposes. The five borings planned for the investigation were reduced to two due to weather related access limitations of the truck-mounted drill rig. Variations in the subsoil conditions not indicated by our borings are possible.

We believe this investigation was conducted with that level of skill and care ordinarily used by geotechnical engineers practicing in this area at this time. No warranty, express or implied, is made.

If we can be of further service in discussing the contents of this report or in the analysis of the influence of subsoil conditions on design of the structures, please call.

CTL|THOMPSON, INC.

James Touchberry, E.I.
Staff Engineer

Reviewed by:

Jeffrey M. Jones, P.E.
Associate Engineer

JT:JMJ:cw

Via e-mail: terryomalley75@gmail.com, cnelson@bluwolf.com

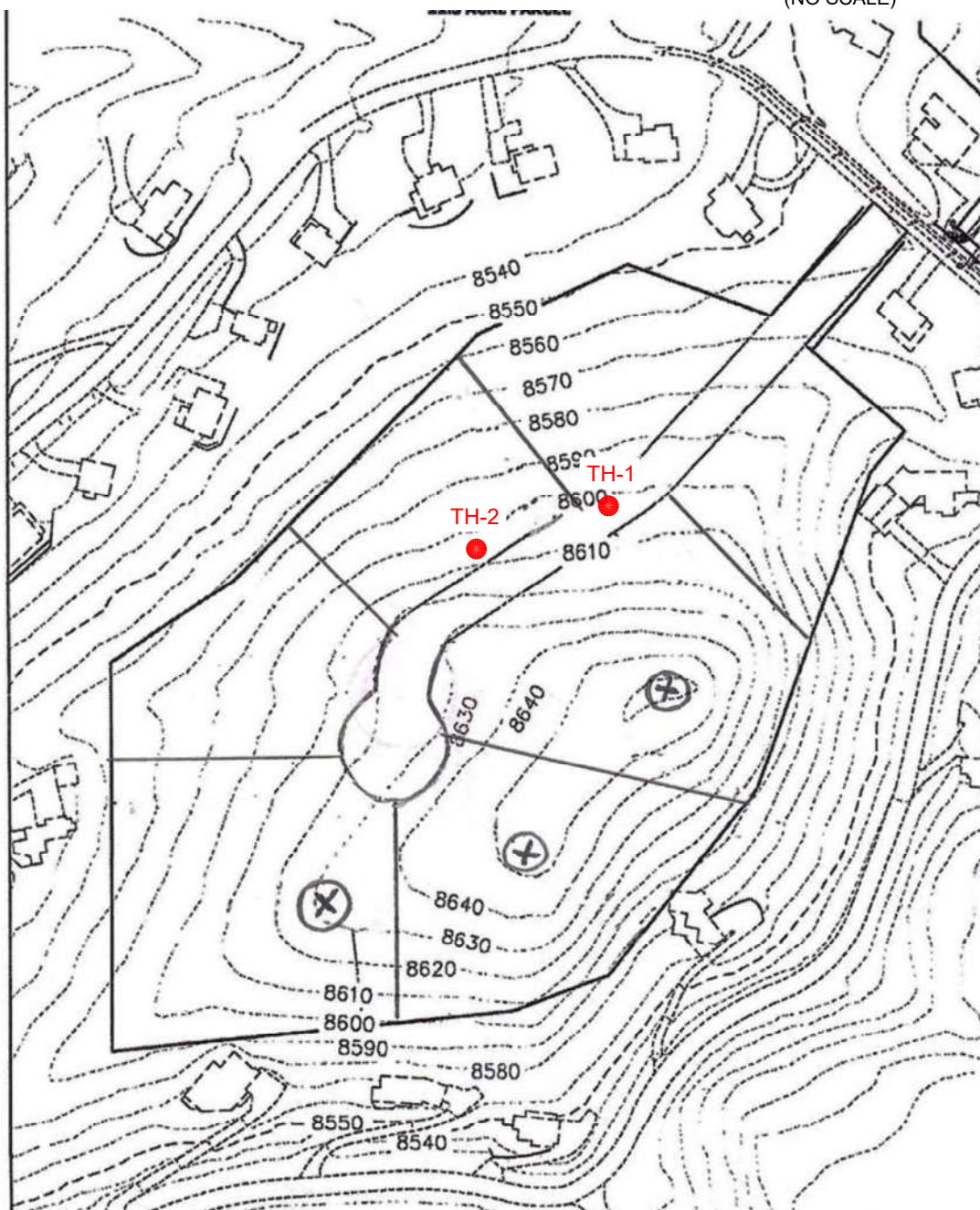
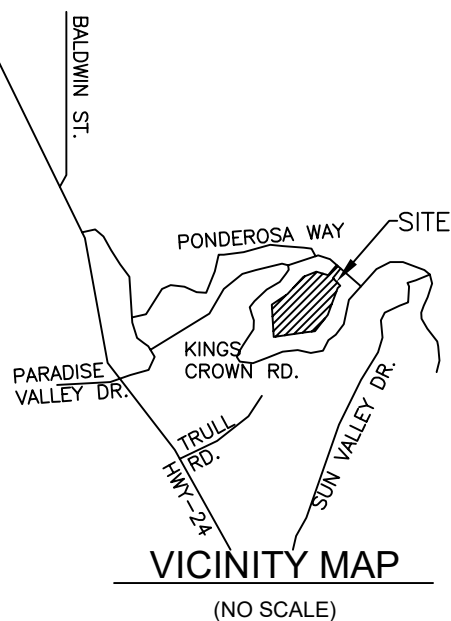
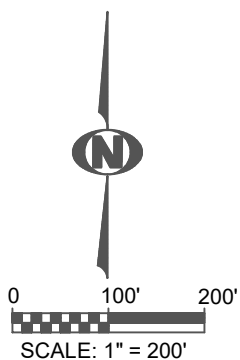


LEGEND:

TH-1



APPROXIMATE LOCATION OF
EXPLORATORY BORING.



Location of
Exploratory
Borings



TH - 1

TH - 2

EL. 8601

EL. 8606

LEGEND:



SAND, SILTY, GRAVELLY, OCCASIONAL COBBLES AND BOULDERS, DENSE, SLIGHTLY MOIST, DARK TO RED BROWN (SM).



BEDROCK, SANDSTONE, SILTY TO CLAYEY, OCCASIONAL GRAVEL, MEDIUM HARD TO VERY HARD, SLIGHTLY MOIST, BROWN, LIGHT BROWN.



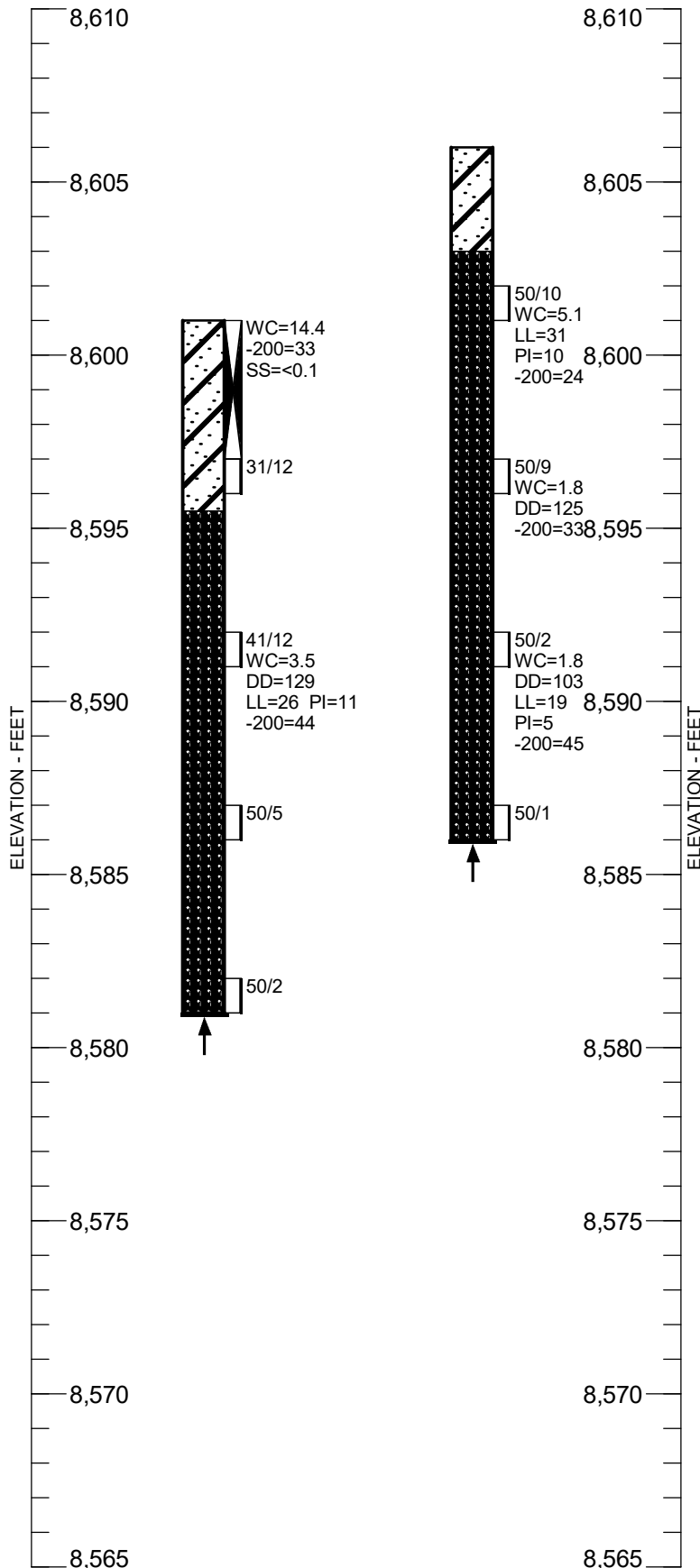
DRIVE SAMPLE. THE SYMBOL 50/10 INDICATES 50 BLOWS OF A 140-POUND HAMMER FALLING 30 INCHES WERE REQUIRED TO DRIVE A 2.5-INCH O.D. SAMPLER 10 INCHES.



INDICATES BULK SAMPLE OBTAINED FROM AUGER CUTTINGS.

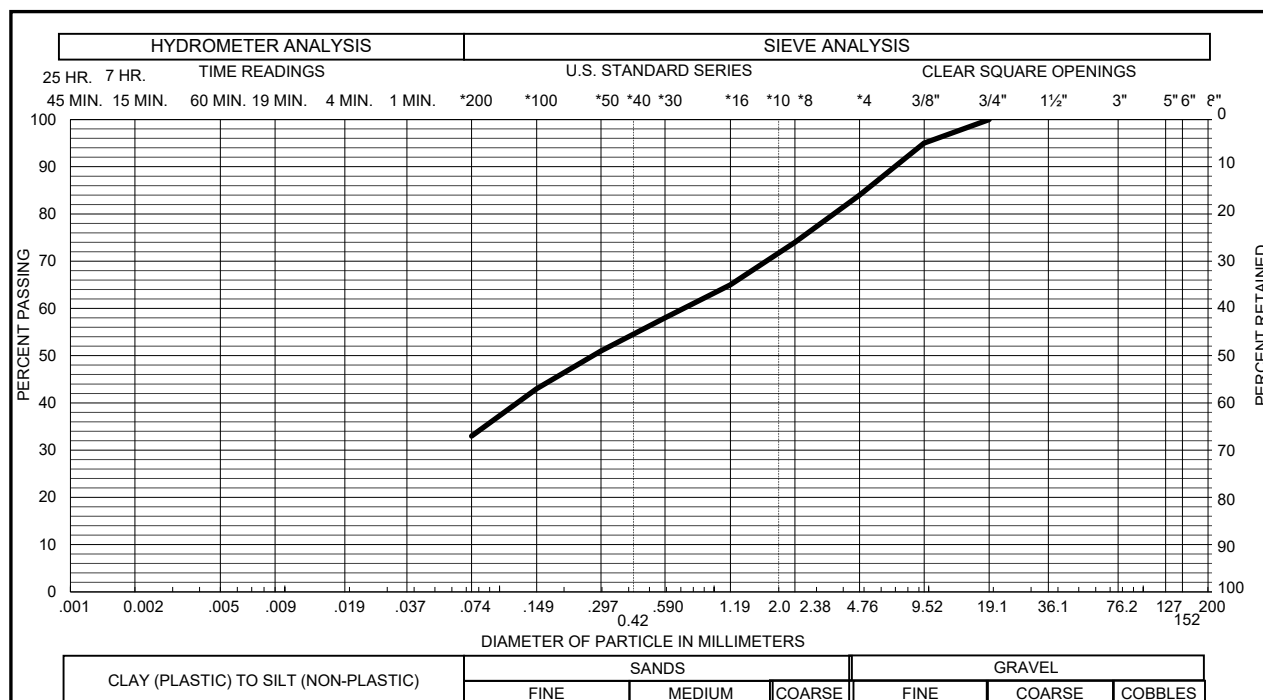
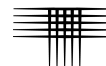


INDICATES PRACTICAL DRILL RIG REFUSAL.

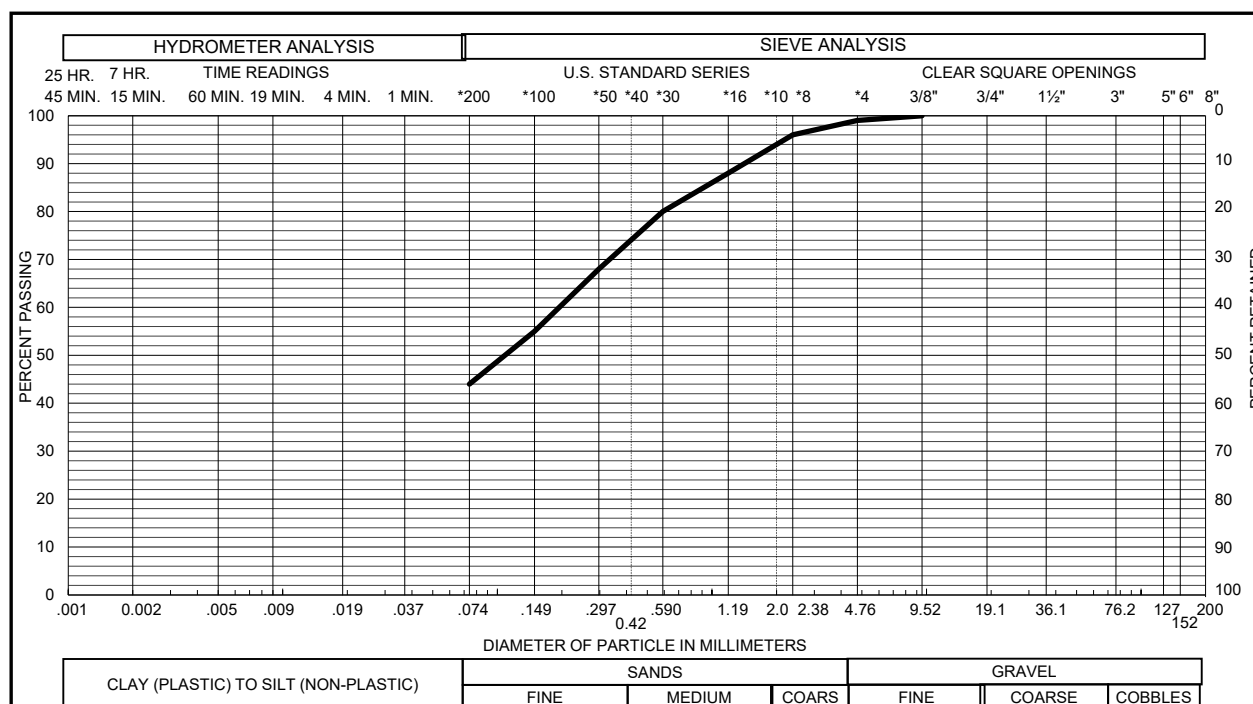


NOTES:

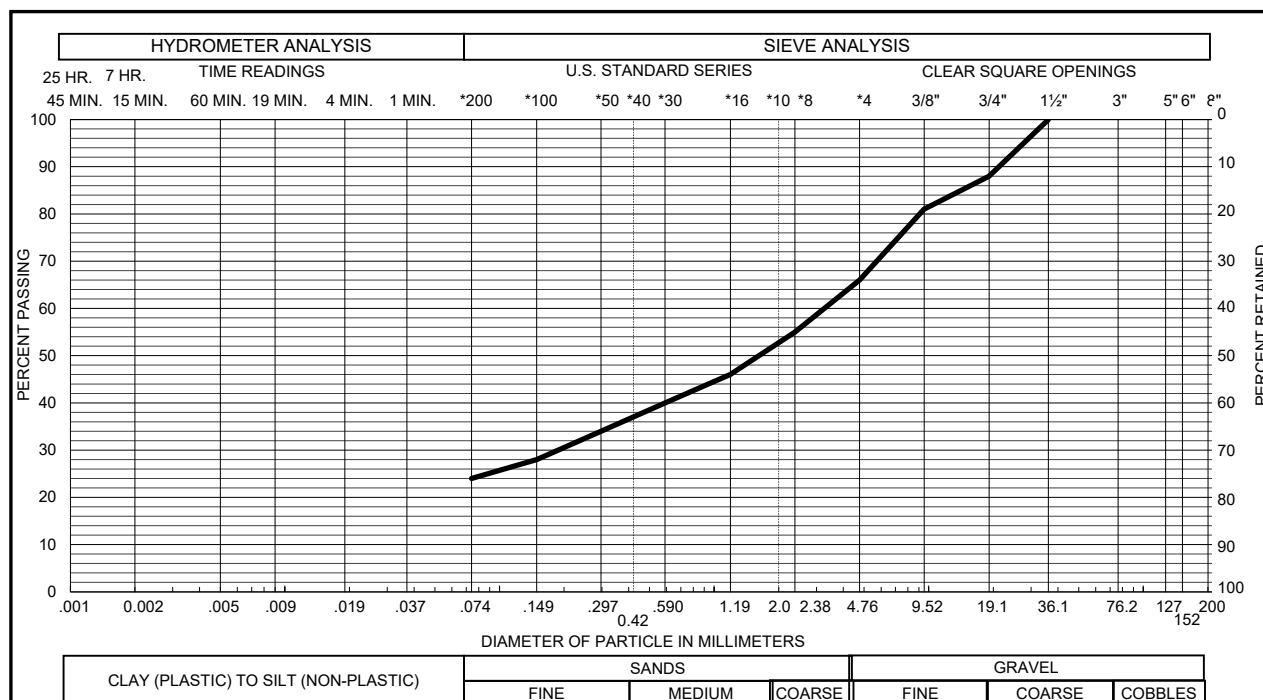
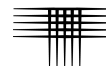
1. THE BORINGS WERE DRILLED JUNE 2, 2023 USING A 4-INCH DIAMETER, CONTINUOUS-FLIGHT AUGER AND A CME-45, TRUCK-MOUNTED DRILL RIG.
2. THESE LOGS ARE SUBJECT TO THE EXPLANATIONS, LIMITATIONS, AND CONCLUSIONS AS CONTAINED IN THIS REPORT.
3. GROUNDWATER WAS NOT ENCOUNTERED IN THE EXPLORATORY BORINGS DURING THIS INVESTIGATION.
4. WC - INDICATES MOISTURE CONTENT. (%)
DD - INDICATES DRY DENSITY. (PCF)
LL - INDICATES LIQUID LIMIT.
(NV : NO VALUE)
PI - INDICATES PLASTICITY INDEX.
(NP : NON-PLASTIC)
-200 - INDICATES PASSING NO. 200 SIEVE. (%)
SS - INDICATES WATER-SOLUBLE SULFATE CONTENT. (%)



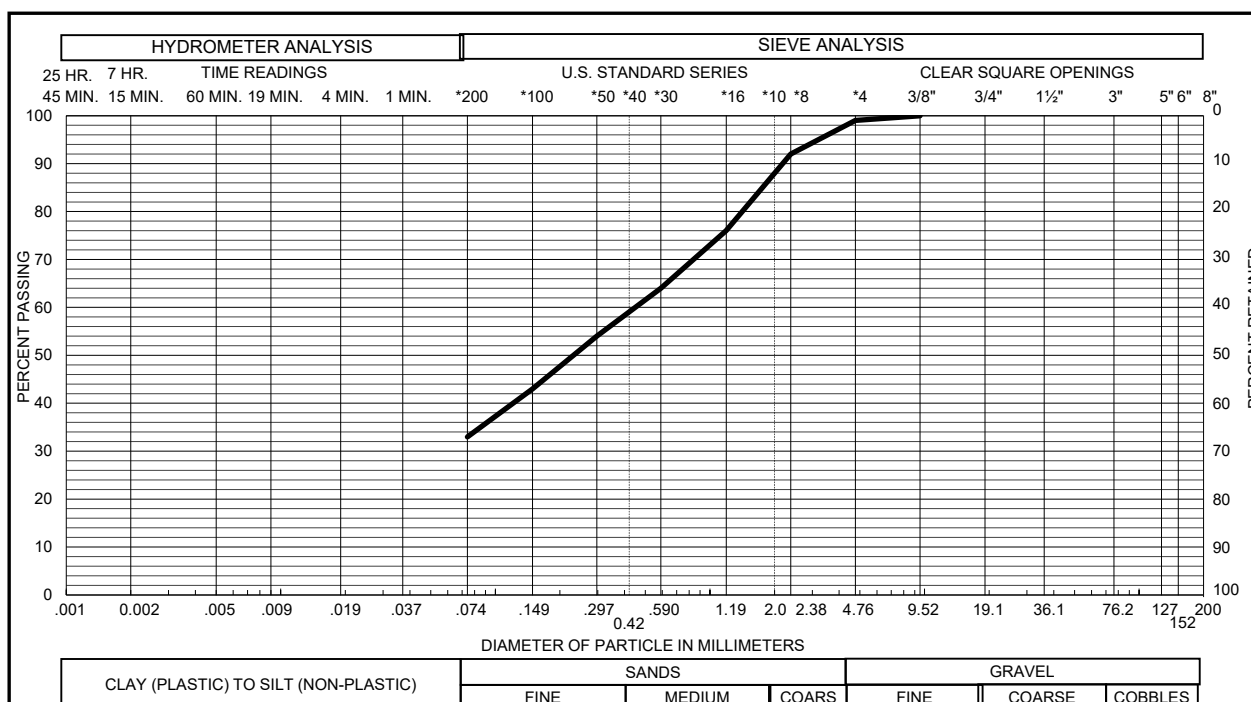
Sample of **SAND, SILTY (SM)** GRAVEL **16 %** SAND **51 %**
From **TH - 1 AT 0-4 FEET** SILT & CLAY **33 %** LIQUID LIMIT _____
PLASTICITY INDEX _____



Sample of **SANDSTONE, VERY SILTY** GRAVEL **1 %** SAND **55 %**
From **TH - 1 AT 9 FEET** SILT & CLAY **44 %** LIQUID LIMIT **36**
PLASTICITY INDEX **11**



Sample of **SANDSTONE, CLAYEY** GRAVEL 34 % SAND 42 %
From **TH - 2 AT 4 FEET** SILT & CLAY 24 % LIQUID LIMIT 31
PLASTICITY INDEX 10



Sample of **SANDSTONE, SILTY** GRAVEL 1 % SAND 66 %
From **TH - 2 AT 9 FEET** SILT & CLAY 33 % LIQUID LIMIT
PLASTICITY INDEX

SUMMARY OF LABORATORY TESTING
CTL/T PROJECT NO. CS19701-115

[illegible]

* SWELL MEASURED UNDER ESTIMATED IN-SITU OVERBURDEN PRESSURE.
NEGATIVE VALUE INDICATES COMPRESSION.



APPENDIX A
GUIDELINE SITE GRADING SPECIFICATIONS
KINGS CROWN PROPERTY
WOODLAND PARK, COLORADO



GUIDELINE SITE GRADING SPECIFICATIONS

KINGS CROWN PROPERTY WOODLAND PARK, COLORADO

1. DESCRIPTION

This item consists of the excavation, transportation, placement, and compaction of materials, as necessary to achieve preliminary pavement and building pad elevations. These specifications also apply to compaction of materials that may be placed outside of the project.

2. GENERAL

The Soils Engineer will be the Owner's representative. The Soils Engineer will approve fill materials, method of placement, moisture contents and percent compaction.

3. CLEARING JOB SITE

The Contractor shall remove all trees, brush and rubbish before excavation or fill placement is begun. The Contractor shall dispose of the cleared material to provide the Owner with a clean, neat appearing job site. Cleared material shall not be placed in areas to receive fill or where the material will support structures of any kind.

4. SCARIFYING AREA TO BE FILLED

All topsoil, vegetable matter, and existing fill shall be removed from the ground surface upon which fill is to be placed. The surface shall then be plowed or scarified until the surface is free from ruts, hummocks or other uneven features that would pre-vent uniform compaction by the equipment to be used.

5. PLACEMENT OF FILL ON NATURAL SLOPES

Where natural slopes are steeper than 20 percent (5:1, horizontal to vertical) and fill placement is required, horizontal benches shall be cut into the hillside. The benches shall be at least 12 feet wide or 1-1/2 times the width of the compaction equipment and be provided at a vertical spacing of not more than 5 feet (minimum of two benches). Larger bench widths may be required by the Engineer. Fill shall be placed on completed benches as outlined within this specification.

6. COMPACTING AREA TO BE FILLED

After the foundation for the fill has been cleared and scarified, it shall be disced or bladed until it is free from large clods, brought to a workable moisture content and compacted.



7. FILL MATERIALS

Fill soils shall be free from vegetable matter or other deleterious substances and shall not contain rocks or lumps having a diameter greater than six (6) inches. Fill materials shall be obtained from cut areas shown on the plans or staked in the field by the Engineer or imported to the site.

8. MOISTURE CONTENT

For fill material classifying as CH or CL, the fill shall be moisture treated to be-tween 1 and 4 percent above optimum moisture content as determined by ASTM D 698 if it is to be placed within 15 feet of the final grade. For deep cohesive fill (greater than 15 feet below final grade), it shall be moisture conditioned to within ± 2 percent of optimum. Soils classifying as SM, SC, SW, SP, GP, GC, and GM shall be moisture treated to within 2 percent of optimum moisture content as determined by ASTM D 1557. Sufficient laboratory compaction tests shall be made to determine the optimum moisture content for the various soils encountered in borrow areas.

The Contractor may be required to add moisture to the excavation materials in the borrow area if, in the opinion of the Soils Engineer, it is not possible to obtain uniform moisture content by adding water on the fill surface. The Contractor may be re-quired to rake or disc the fill soils to provide uniform moisture content throughout the soils.

The application of water to embankment materials shall be made with any type of watering equipment approved by the Soils Engineer, which will give the desired results. Water jets from the spreader shall not be directed at the embankment with such force that fill materials are washed out.

Should too much water be added to any part of the fill, such that the material is too wet to permit the desired compaction to be obtained, all work on that section of the fill shall be delayed until the material has been allowed to dry to the required moisture content. The Contractor will be permitted to rework wet material in an approved manner to hasten its drying.

9. COMPACTION OF FILL AREAS

Selected fill material shall be placed and mixed in evenly spread layers. After each fill layer has been placed, it shall be uniformly compacted to not less than the specified percentage of maximum density. Granular fill placed less than 15 feet below final grade shall be compacted to at least 95 percent of maximum dry density as deter-mined in accordance with ASTM D 1557. Cohesive fills placed less than 15 feet below final grade shall be compacted to at least 95 percent of maximum dry density as deter-mined in accordance with ASTM D 698. For deep, cohesive fill (to be placed 15 feet or deeper below final grade), the material shall be compacted to at least 98 percent of maximum standard Proctor dry density (ASTM D 698). Granular fill placed more than 15 feet below final grade



shall be compacted to at least 95 percent of maximum modified Proctor dry density (ASTM D 1557). Deep fills shall be placed within 2 percent of optimum moisture content. Fill materials shall be placed such that the thickness of loose materials does not exceed 10 inches and the compacted lift thickness does not exceed 6 inches.

Compaction, as specified above, shall be obtained by the use of sheepsfoot rollers, multiple-wheel pneumatic-tired rollers, or other equipment approved by the Soils Engineer for soils classifying as claystone, CL, CH or SC. Granular fill shall be compacted using vibratory equipment or other equipment approved by the Soils Engineer. Compaction shall be accomplished while the fill material is at the specified moisture content. Compaction of each layer shall be continuous over the entire area. Compaction equipment shall make sufficient trips to ensure that the required density is obtained.

10. COMPACTION OF SLOPES

Fill slopes shall be compacted by means of sheepsfoot rollers or other suitable equipment. Compaction operations shall be continued until slopes are stable, but not too dense for planting, and there is no appreciable amount of loose soil on the slopes. Compaction of slopes may be done progressively in increments of 3 to 5 feet in height or after the fill is brought to its total height. Permanent fill slopes shall not exceed 3:1 (horizontal to vertical).

11. DENSITY TESTS

Field density tests will be made by the Soils Engineer at locations and depths of his/her choosing. Where sheepsfoot rollers are used, the soil may be disturbed to a depth of several inches. Density tests will be taken in compacted material below the disturbed surface. When density tests indicate the density or moisture content of any layer of fill or portion thereof is below that required, the particular layer or portion shall be reworked until the required density or moisture content has been achieved. The criteria for acceptance of fill shall be:

A. Moisture

The allowable ranges for moisture content of the fill materials specified above in "Moisture Content" are based on design considerations. The moisture shall be controlled by the Contractor so that moisture content of the compacted earth fill, as determined by tests performed by the Soils Engineer, shall be within the limits given. The Soils Engineer will inform the Contractor when the placement moisture is less than or exceeds the limits specified above and the Contractor shall immediately make adjustments in procedures as necessary to maintain placement moisture content within the specified limits.



B. Density

1. The average dry density of all material shall not be less than the dry density specified.
2. No more than 20 percent of the material represented by the samples tested shall be at dry densities less than the dry density specified.
3. Material represented by samples tested having a dry density more than 2 percent below the specified dry density will be rejected. Such rejected materials shall be reworked until a dry density equal to or greater than the specified dry density is obtained.

12. SEASONAL LIMITS

No fill material shall be placed, spread or rolled while it is frozen, thawing, or during unfavorable weather conditions. When work is interrupted by heavy precipitation, fill operations shall not be resumed until the Soils Engineer indicates the moisture content and density of previously placed materials are as specified.

13. NOTICE REGARDING START OF GRADING

The Contractor shall submit notification to the Soils Engineer and owner advising them of the start of grading operations at least three (3) days in advance of the starting date. Notification shall also be submitted at least three days in advance of any resumption dates when grading operations have been stopped for any reason other than adverse weather conditions.

14. REPORTING OF FIELD DENSITY TESTS

Density tests made by the Soils Engineer, as specified under "Density Tests" above, will be submitted progressively to the Owner. Dry density, moisture content and percent compaction will be reported for each test taken.

REPORT
of
Phase I Environmental Site Assessment
on the
Unaddressed, Structurally Undeveloped Property (~11.30 Acres)
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863
[ESA Project No: ESA-BC 23140]

June 5, 2023

Prepared By

ESA

A dba of LNForward LLC
(ENVIRONMENTAL SITE ASSESSMENTS)
P.O. Box 1027
COLORADO SPRINGS, COLORADO 80901-1027
(719) 473-8676

Report Ownership:

ESA has prepared this report in accordance with a contractual agreement with the herein stated Addressee for their confidential use only. This is a joint proprietary document of **ESA** and the Addressee. This report is not to be used, relied upon, or duplicated, in part or whole, without prior authorization.



Report of Phase I Environmental Site Assessment

on the: **Unaddressed, Structurally Undeveloped Property (~11.30 Acres)**
 Account Number R0023264 off of Kings Crown Road
 Woodland Park, Colorado 80863
 [ESA Project No: ESA-BC 23140]

June 5, 2023

Mr. Terrence O'Malley
1141 Royal Oak Court
Woodland Park, Colorado 80863

Dear Mr. O'Malley:

ESA has performed a Phase I Environmental Site Assessment in substantial conformance with ASTM Practice E 1527-21 on the subject property identified above. The property was inspected on June 2, 2023. This report documents the findings and conclusions of our assessment.

ESA

Bruce Schardt
Environmental Professional
Engineering Manager, **ESA**

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EXECUTIVE SUMMARY

The subject property is identified as the Unaddressed, Structurally Undeveloped Property (~11.3 Acres), Account Number R0023264 off of Kings Crown Road, Woodland Park, Colorado 80863, hereafter referred to as the “subject property” or “subject” unless specifically noted. The subject property’s Parcel Number is 6431.301000070 and the current owner is listed as Paradise Estates, Inc. The subject is located in the center of the loop created by Kings Crown Road, in eastern Woodland Park. The subject property is zoned Suburban Residential (SR) and is currently unoccupied. The subject is located in a residential-use area. Surrounding properties are residential properties, in all four cardinal directions. Historical references indicate that the subject has always been vacant, structurally undeveloped land.

The regulatory database search for this report was prepared by ERIS. The ERIS environmental sites radius report and physical settings reports (and related source documentation) are described in Section 4, below, and are provided in Appendices B through B-2). Summary of the results of the ERIS report, for the subject and surrounding properties are:

Subject Property: The subject property is not listed as an environmental site in any of the environmental databases searched by ERIS for this report.

Surrounding Properties: None of the sites identified in the ERIS report are considered to be a significant environmental risk to the subject property.

FINDINGS

Recognized Environmental Conditions (RECs). This Phase I Environmental Site Assessment, prepared in substantial conformance with the scope and limitations of ASTM Standard Practice E 1527-13, has not revealed any Recognized Environmental

Conditions (RECs) in connection with the subject property and no further investigation is recommended at this time.

[NOTE: According to ASTM Standard E 1527-21, Section 1.1.1, The term *recognized environmental conditions* means (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substance or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property that pose a material threat of a future release to the environment.]

[CAUTION: This Executive Summary does not contain all the information that is found in this Phase I report. The report should be read in its entirety to obtain a more complete understanding of the information provided concerning the subject and surrounding properties and to aid in any decisions made or action(s) taken based on this information.]

1. INTRODUCTION

1.1. Purpose

Per ASTM E 1527-21, the purpose of the Phase I Environmental Site Assessment is to identify recognized environmental conditions in connection with the property:

The term *recognized environmental conditions* means; (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substance or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property that pose a material threat of a future release to the environment. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.

1.2. Scope of Work and Methodology Employed

The scope of the Phase I Environmental Site Assessment includes the following:

- Reconnaissance of the subject property; research of the subject and other properties within appropriate search distances from the subject, as recommended under ASTM; in order to evaluate environmental conditions.
- An historical review of the subject property, including review of chain of title, aerial photographs, and historical street/city directories, as available.
- A review of regulatory agency information and records.
- Interviews with persons knowledgeable about the site and/or hazardous materials incidents, or violations at the subject or in the vicinity of the subject property.
- A report of findings and conclusions.

1.3. Limiting Conditions

This report was prepared in substantial conformance with the scope and limitations of ASTM Practice E-1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process [excerpted wording from ASTM is used in the following statements]. While the use of this practice is intended to constitute appropriate inquiry for purposes of CERCLA's innocent landowner defense, it is not intended that its use be limited to that purpose. This practice is intended primarily as an approach to conducting an inquiry designed to identify recognized environmental conditions in connection with the subject property at a given time. The practice is intended to reflect a commercially prudent and reasonable inquiry.

No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property; and recognizes reasonable limits of time and cost. Appropriate inquiry does not mean an exhaustive assessment of a subject property.

ESA has made a good, prudent, and reasonable effort to identify any recognized environmental conditions that might affect the subject property, and attests to this report's findings. Nevertheless, **ESA's** obligations and liabilities are limited to fraudulent statements made herein, or gross negligence in preparation of this assessment. **ESA** assumes no responsibility for site conditions or activities which were beyond the scope of this report. Findings and conclusions stated herein are made within the limitation of the portions of the subject property which were visible and accessible during the **ESA** site reconnaissance, and are partially based on information gathered from other sources considered to be accurate and reliable.

2. SUBJECT PROPERTY DESCRIPTION

2.1. Location

The subject property is located in the NE ¼ of Section 30, Township 12 South, Range 68 West of the 6th Prime Meridian, Woodland Park, (Teller County) Colorado. As structurally unimproved property, no physical address has been assigned to the subject property yet, according to the Teller County Assessor's office.

2.2. Legal Description

The brief legal description of the subject property, according to the Teller County Assessor's information is: 30-12-68 Pt N2NE4 (Paradise Ranch Add) - Lying in Center of Paradise Est Filng #3 & #4. A copy of the legal description is provided in the Teller County Assessor's information in Appendix C.

2.3. Site and vicinity description

The subject property is identified as the Unaddressed, Structurally Undeveloped Property (~11.3 Acres), Account Number R0023264 off of Kings Crown Road, Woodland Park, Colorado 80863. The subject property's Parcel Number is 6431.301000070 and the current owner is listed as Paradise Estates, Inc. The subject is located in the center of the loop created by Kings Crown Road, in eastern Woodland Park. The subject property is zoned Suburban Residential (SR) and is currently unoccupied. The subject is located in a residential-use area. Surrounding properties are residential properties, in all four cardinal directions. Historical references indicate that the subject has always been vacant, structurally undeveloped land. Figures in Appendix A and site reconnaissance photographs in Appendix E should be referenced for additional description of the property.

2.4. Improvements and structures

The subject property is structurally unimproved. Site reconnaissance photographs in Appendix E should be referenced for additional description of the property.

2.5. Current use of the property

The property is currently unoccupied.

2.6. Prior uses of the property

Historical references indicate that the subject has always been vacant, structurally undeveloped land.

2.7. Current and prior uses of adjoining properties

The subject is located in a residential-use area that began to develop in the early 1980s. Neighboring properties, in all four cardinal directions, are residential properties.

3. USER SUPPLIED INFORMATION

According to ASTM 1527-21 and the Standards and Practices for the EPA “All Appropriate Inquires” (AAI) Final Rule (40 CFR Part 312), the “user” of the Phase I Environmental Site Assessment is required to provide certain information (if known) to assist the Environmental Professional in identifying possible recognized environmental conditions in relation to the subject property. A user may include without limitation a potential purchaser, owner, manager, or lender of a property. Ms. Andrea Rodriguez, representing the owning entity Paradise Estates, Inc., completed an environmental “owner” questionnaire provided by **ESA**. A copy of this completed questionnaire is provided in Appendix F. The following section summarizes the user supplied information as required to meet the AAI guidelines.

3.1. Title Records (Refer to Appendix C)

According to the records of the Teller County Assessor’s Office the current owner of the subject property is listed as Paradise Estates, Inc. Partial Records of Title from the Assessor’s office are included in Appendix C.

3.2. Environmental Liens

Ms. Rodrigues did not report any environmental liens (ELs) or activity and use limitations (AULs) concerning the subject property. In order to meet all appropriate inquiry (AAI) requirements stated in EPA Final Rule 40 CFR, Part 312 to qualify for CERCLA liability protection, a title search should be performed by a title company, which would identify any information concerning environmental liens or AUL’s recorded against the subject property. This title search is a “user” requirement and was not conducted by **ESA** as part of this Phase I Environmental Site Assessment.

3.3. Specialized Knowledge

Ms. Rodrigues stated she does not have specialized knowledge/experience related to the subject or surrounding properties.

3.4. Commonly Known or Reasonably Ascertainable Information

Ms. Rodrigues stated she was not certain of the past uses of the subject property. Ms. Rodrigues indicated she was not aware of chemicals and/or bulk petroleum-based products stored on the subject property, past or present. She stated she was not aware of any spills, releases, or environmental cleanups occurring on the subject.

3.5. Valuation Reduction for Environmental Issues

Ms. Rodrigues stated the purchase price of the subject had not been lowered below fair market value because of any contamination or environmental issue.

3.6. Owner, Property Manager, and Occupant Information

The owner and manager of the subject property is Paradise Estates, Inc., represented by Ms. Rodrigues, who can be contacted at (720) 220-8326. The subject is currently unoccupied.

3.7. Reason for Performing Phase I

Ms. Rodrigues stated this Phase I was being performed for the sale of the subject property.

4. RECORDS REVIEW

ERIS was contracted by **ESA** to provide the ASTM criteria radius map and source documentation (and Radius Report), based upon current regulatory and physical settings databases (see Appendices B through B-2).

4.1. Physical Characteristics Sources

4.1.1. Geology

According to the ERIS Property Setting Report (PSR) (Appendix B - 1), the geology in the area of the subject property is comprised of the Fountain FM of the Phanerozoic | Paleozoic | Carboniferous Pennsylvanian Permian Age.

4.1.2. Soils

According to the ERIS PSR report (Appendix B - 1), the soils underlying the subject property are characteristic of Tecolote very gravelly sandy loam, 40 to 70 percent slopes, very stony. A map of this soil type and the specific soil characteristics can be reviewed in the ERIS PSR report, Appendix B-1, pages 9 and 14. Grading, compaction, the importation of foreign fill material, and other human impact upon the soils could affect physical characteristics. A site specific geotechnical soil study by an appropriate engineering company should be performed prior to any future development on the subject property.

4.1.3. Topography

According to the ERIS PSR report (Appendix B-1), and the U.S. Geological Survey's, Topographic Map of Woodland Park, CO Quadrangle, the subject property has an

approximate median elevation of 8,599 feet above sea level. The subject property is located on a hill with the topographical gradient moving downward in all four cardinal directions. The gradient in the general area moves to the southwest.

4.1.4. Hydrology

According to the ERIS PSR report (Appendix B - 1) and based upon topographic contours with the subject property being located on a hilltop, the presumed hydrological gradient on the subject can move in all four cardinal directions from the crown of the hill. The inferred downward gradient in the general area is presumed to be to the southwest.

NOTE: Any assumptions made about apparent shallow groundwater flow are based on area topography as depicted on the topographic map described in Section 4.2.3. of this report and surface features observed during the site reconnaissance. Within the scope of this investigation, no subsurface data was obtained to determine the actual groundwater flow direction or hydraulic gradient beneath the subject property. Local factors, such as underground structures, seasonal fluctuations, soil and bedrock geology, water supply wells, utility lines, and other features may influence the actual direction of groundwater flow at and near the subject property. Site-specific groundwater flow can only be ascertained through the installation of at least three groundwater wells into the given transmissive zone being evaluated.

4.1.5. FEMA designation zones

According to the ERIS PSR report, and the FEMA Flood Hazard Map #08119CO206D, dated September 25, 2009, the subject property is apparently located in: OTHER AREAS, Zone X (unshaded); Areas determined to be outside the 2% annual floodplain. A copy of the FEMA map is provided in Appendix A.

4.1.6. Waterways

There are no waterways on the subject property.

4.2. Regulatory Database and Other Environmental Sources

The environmental sites found within the ASTM recommended search distance, around and including the subject property, are as follows in the table below:

ENVIRONMENTAL LISTINGS SUMMARY							
Database	Search Distance (Miles)	Subject Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	Total Plotted
Leaking Storage Tank list							
LST	0.500	-	-	-	1	NS	1
Voluntary Cleanup sites							
VCP	0.500	-	-	-	1	NS	1
Other ascertainable records							
MRDS	1.000	-	-	-	-	2	2
PDES	PO	-	1	NS	NS	NS	1
FINDS/FRS	PO	-	1	NS	NS	NS	1

NS = Not Searched

Any site listed in this table will be reviewed below.

NOTE: The subject property was not listed as an environmental site of any type in the environmental databases searched by ERIS for this report.

4.2.1. Leaking Storage Tank (LST) sites

The ERIS report listed one Leaking Storage Tank (LST) site located within ½ mile of the subject. This site is:

Site Name: Safeway Fuel Center #4613

Location: 1101 E Hwy 24 – ~0.50 mi. W of the subject

Comment: According to the ERIS report, the status of this LST site is listed as "Open" indicating a release of petroleum products has occurred which is currently under investigation and/or remediation, however; this LST site is located down gradient of the subject property. Based on the distance from and

being considered down gradient, there is no indication this LST site has had an adverse environmental impact on the subject property and none is anticipated.

4.2.2. Voluntary Cleanup and Redevelopment Program (VCP) sites

According to the ERIS report there is one (1) VCP site located within ½ mi. of the subject property. This site is:

Site Name: Paradise Lodge

Location: 910 E. US Highway 24 - ~0.47 mi. W of the subject

Comment: This site is considered located down gradient of the subject; therefore, there is no indication this VCP site has had an adverse environmental impact on the subject property and none is anticipated.

4.2.3. MRDS - Mineral Research Data System sites:

The ERIS report, there are two (2) MRDS sites located within one mile of the subject property. According to the ERIS report, these MRDS sites appear to be informational only with no indication these sites have had an adverse environmental impact on the subject property. These MRDS sites are:

Site Name	Address	In relation to the subject property		
		Miles	Direction	Gradient
UNKNOWN	EL PASO COUNTY	0.67	ENE	Down gradient
UNNAMED IRON MINE	TELLER COUNTY	0.99	SSE	Down gradient

4.2.4. Permitted Facilities Listing (PDES) sites:

According to the ERIS report, there is one (1) PDES sites located within ¼ mi. of the subject. This site is:

Site Name: The Haven at Paradise

Location: 1231-1187 Kings Crown Rd - ~0.02 mi NNE of subject

Comment: This site is listed as a PDES site for control of storm water runoff associated with construction activities. There was no indication of any violations, enforcements or corrective actions associated with this listings; therefore, there is no indication this PDES site has had an adverse environmental impact on the subject property.

4.2.5. FINDS/FRS - Facility Registry Service/Facility Index:

According to the ERIS report, there is one (1) FINDS/FRS site located within ¼ mi. of the subject. This site is:

Site Name: The Haven at Paradise

Location: 1231-1187 Kings Crown Rd - ~0.02 mi NNE of subject

Comment: The FINDS/FRS database contains; general facility information, Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes, if assigned, and if the business/location is listed in a more specific environmental database, a "pointer" to that more specific environmental database where the site is listed. This listing contains a "pointer" to the more specific ICIS database because this site was listed in the PDES database (See Section 4.2.4 above). This listing is considered informational only with no indication this FINDS/FRS site has had an adverse environmental impact on the subject.

4.3. Historical Use Sources

4.3.1. Aerial photographs (Refer to Appendix A-1)

A review of aerial photographs provided by ERIS and available on Google Earth, Microsoft Research Maps, and the Colorado Oil and Gas Conservation Commission did not reveal any unreported historical activities that would likely have impacted the subject property. Aerial photographs reviewed are as follows:

1954, 1971: The subject property and surrounding properties are vacant and structurally undeveloped land.

1988: The subject still appears to be vacant, structurally undeveloped land. There is residential development surrounding the subject property.

1999, 2006, 2011, 2017: The subject and surrounding properties appear to be in current configuration.

4.3.2. Street/City Directories

Historical street/city (reverse) directories research was conducted by ERIS, typically in 5-year intervals depending upon directory availability. Since there is no physical address assigned for the subject property, there were no listings observed in the historical street/city directories research for the subject.

4.3.3. Sanborn Maps

The subject is not located in an area covered by Sanborn Fire Insurance Maps.

4.3.4. Historical Topographical Maps

Historical topographical maps provided by ERIS were reviewed by **ESA**. The maps provided were from 1954, 1976, 1985, 1994, 2013, 2016, and 2019. No potential environmental issues concerning the subject property were observed on any of these maps.

4.3.5. Well permit registries

According to the ERIS PSR report, there are currently no registered wells on the subject property (Appendix B-1).

4.3.6. Underground mining/subsidence

According to the ERIS PSR review of the Federal MINES database and the Colorado Geological Survey's, Colorado Front Range Inactive Coal Mine Data and Subsidence Information Map for Teller County, the subject is not underlain by coal mines and therefore, should not be prone to subsidence.

4.3.7. County Tax Assessors Office

The Parcel Number for the subject property is 6431.301000070. The Account Number is R0023264. Copies of the property information statements provided by the Teller County Assessors Office are provided in Appendix C.

4.3.8. City/County Planning Department

The subject property is zoned as Suburban Residential by the City of Woodland Park.

5. INTERVIEWS

5.1. Interview with subject property owner

On June 1, 2023, Ms. Andrea Rodrigues, representing the owning entity Paradise Estates, Inc., completed an environmental "owner" questionnaire provided by **ESA**. A copy of this completed questionnaire is provided in Appendix F and is summarized in Section 3. Ms. Rodrigues stated the subject property has been owned since 1994. Ms. Rodrigues indicated she was not aware of any environmental issues associated with the subject property. She also indicated that she was not aware, nor had ever been notified that a property around the subject having an adverse environmental impact on the subject property.

5.2. Interview with subject property site manager

Ms. Rodrigues indicated she did not use a property management company for the subject property.

5.3. Interview with subject property occupants

The subject property is currently unoccupied.

5.4. Interviews with local government officials

Based on the information provided in the ERIS report, no local government officials were interviewed for this assessment.

5.5. Interviews with previous owners

No previous owners were interviewed by **ESA**. Ms. Rodrigues indicated that she did not have any contact information for the previous owner to provide to **ESA**.

5.6. Previous investigations conducted on the subject property

No previous investigations were provided to **ESA** for review. Ms. Rodrigues indicated that she did not know of any previous environmental assessments or investigations conducted on the subject property.

6. SITE RECONNAISSANCE

On May 31, 2023, a site reconnaissance (site recon) was performed by Chris Schardt of **ESA**. **ESA** was unaccompanied during the site reconnaissance of the subject property. The weather at the time of the reconnaissance was partly cloudy with temperatures in the low 60s. Site reconnaissance photographs, providing evidence of current conditions, are included in Appendix E.

The following table describes the various items reviewed as part of the site reconnaissance:

During the SITE RECONNAISSANCE, were any observations noted concerning the following items:

	<u>YES</u>	<u>No</u>
Hazardous substance use, storage and disposal?		No
Underground or above ground storage tanks (UST's/AST's)?		No
Inspection for PCBs?		No
Construction debris?		No
Domestic or miscellaneous dumping?		No
Abandoned foundations, wells, etc?		No
Traps, sumps, drywells, and drains?		No
Significant stains or discolorations?		No
Erosion?		No
Backfill?		No
Surface water flow?		No
Surface water abnormalities?		No
Solid waste (including areas graded or filled that suggest trash, construction debris, demolition debris or solid waste disposal)		No
Biological indicators?		No
Unidentified pipes/vents (indication of sub-surface structures)?		No
Chemical storage or transfer points?		No
Miscellaneous?		No

Any item in the table above where a "YES" was indicated will be reviewed below.

7. DEVIATIONS AND NON-SCOPE ITEMS FROM THE ASTM 1527 STANDARD

7.1. Deviation(s)/Limitation(s) from ASTM E 1527-21 Standard

According to the ASTM Standard, historical research is to be conducted back to 1940 or the earliest development of the subject property, whichever is earlier. The earliest historical information **ESA** could locate on the subject property was a 1954 aerial photograph showing the subject as vacant, structurally undeveloped land. This lack of information prior to 1954 constitutes a “data gap”. Based on the interviews conducted and the amount of information available from 1954 to current, **ESA** believes this “data gap” does not significantly impact the findings and conclusions of this report.

Ms. Andrea Rodrigues, representing the owning entity Paradise Estates, Inc., did not report any environmental liens (ELs) or activity and use limitations (AULs) concerning the subject property. In order to meet all appropriate inquiry (AAI) requirements stated in EPA Final Rule 40 CFR, Part 312 to qualify for CERCLA liability protection, a title search should be performed by a title company, which would identify any information concerning environmental liens or AUL’s recorded against the subject property. This title search is a “user” requirement and, since this search is typically performed by a title company as part of the real estate or financial transaction, it was not conducted by **ESA** since this would be a duplication of effort and expense.

7.2. Phase I Non-Scope Items per ASTM E 1527-13

Asbestos containing building materials (ACBM), lead-based paint (LBP), radon, lead-in-drinking-water (LIW), indoor air quality, wetlands considerations and other potential environmental issues are not a part of the standard criteria for ASTM E 1527-21 process, as identified in Appendix X6 of the standard, and were not considered. Lack of consideration of these non-scope items in this report does not eliminate or imply that

those risks are not present on the subject property. If assessments for these non-scope items are needed, they should be contracted separately.

8. FINDINGS, OPINIONS, AND CONCLUSIONS

ESA has performed a Phase I Environmental Site Assessment in substantial conformance with the scope and limitations of ASTM Standard Practice E 1527-21, within the limitations and exceptions noted herein, at and on the property described as the Unaddressed, Structurally Undeveloped Property (~11.3 Acres), Account Number R0023264 off of Kings Crown Road, Woodland Park, Colorado 80863, which constitutes the subject property. Any exceptions to, or deletions from, this practice are described in the body of this report.

The regulatory database search for this report was prepared by ERIS. The ERIS environmental sites radius report and physical settings reports (and related source documentation) are described in Section 4 and are provided in Appendices B through B-2). Summary of the results of the ERIS report, for the subject and surrounding properties are:

Subject Property: The subject property is not listed as an environmental site in any of the environmental databases searched by ERIS for this report.

Surrounding Properties: None of the sites identified in the ERIS report are considered to be a significant environmental risk to the subject property.

FINDINGS

Recognized Environmental Conditions (RECs). This Phase I Environmental Site Assessment, prepared in substantial conformance with the scope and limitations of ASTM Standard Practice E 1527-13, has not revealed any Recognized Environmental Conditions (RECs) in connection with the subject property and no further investigation is recommended at this time.

[NOTE: According to ASTM Standard E 1527-21, Section 1.1.1, The term *recognized environmental conditions* means (1) the presence of hazardous substances or petroleum products in, on, or at the

subject property due to a release to the environment; (2) the likely presence of hazardous substance or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property that pose a material threat of a future release to the environment.]

9. SIGNATURE OF ENVIRONMENTAL PROFESSIONAL(S)

I/(We) declare that, to the best of my (our) professional knowledge and belief, I (we) meet the definition of an Environmental Professional as defined in §312.10 of 40 CFR 312. I (We) have the specific qualifications based upon education, training, and experience to assess a property of the nature, history, and setting of the subject property. I (We) have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Chris Schardt
Environmental Professional



Bruce Schardt
Environmental Professional
Engineering Manager, **ESA**

10. QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

Follows



QUALIFICATION STATEMENT

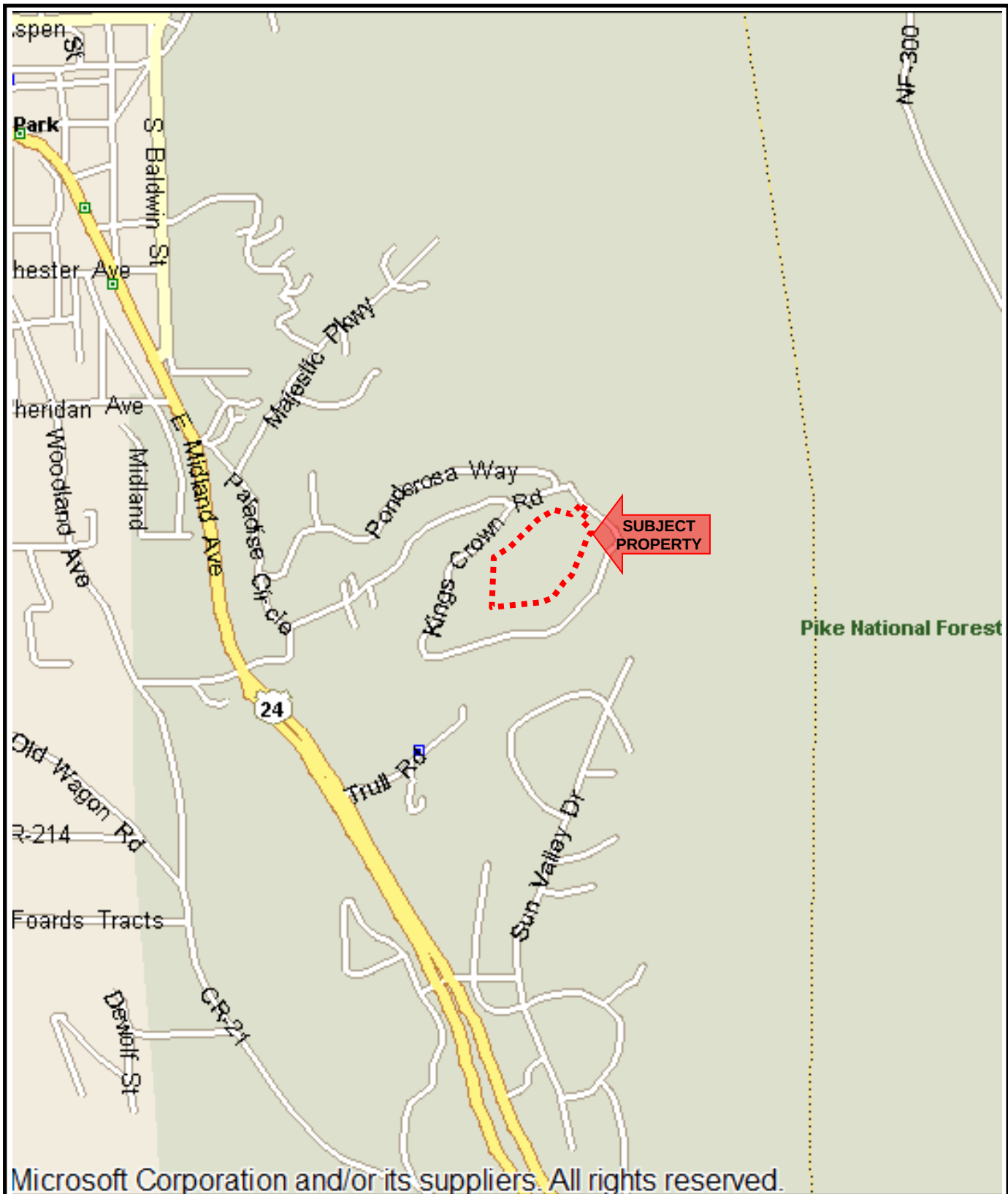
ESA was formed to provide Phase I Environmental Site Assessments and related consulting work. **ESA** is a Colorado Registered trade name company, owned and managed as a d/b/a of LNForward LLC. **ESA** is dedicated to meeting the needs of real estate professionals, lenders, attorneys, and investors who require high quality environmental reports.

Bruce Schardt, owner and engineering manager of **ESA**, is a qualified Environmental Professional working in the environmental consulting field since 2002. Mr. Schardt has conducted research, site reviews, report preparation, and Phase I assessments. In addition, Mr. Schardt also has experience that includes Phase II and Phase III work, encompassing subsurface drilling for analysis of soil and ground water for discovery and delineation of possible contamination. Mr. Schardt's environmental experience also includes mine investigations, surface water quality studies and GIS mapping and analysis. While this range of work will not be provided directly by **ESA**, his past experience will benefit **ESA's** clients in finding workable solutions, should the need arise for expanded environmental work. Mr. Schardt has over 15 years of experience in engineering and operations management of semiconductor and computer manufacturing companies. He is a graduate of the United States Military Academy (West Point), the only true military academy, (for my Naval and Air Force Academy friends), with a degree in nuclear engineering. Mr. Schardt is also an EPA-Approved AHERA certified and State of Colorado Asbestos Certified Building Inspector.

ESA has close business relationships with qualified project engineers for testing, project design, and remediation services. **ESA's** mission is to provide cost effective, competent, quality and reliable environmental consulting.

ESA provides service to a variety of clients including banks, attorneys, real estate brokerages, government agencies, and institutional asset managers. Examples of our client relationships include: Wachovia Small Business Capital, American National Bank, Classic Capital Group/Classic Companies, American Home Life Insurance Co., Wells Fargo Bank, Bank One, Vectra Bank, Peoples National Bank, and other lenders.

APPENDIX A

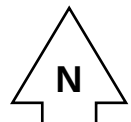


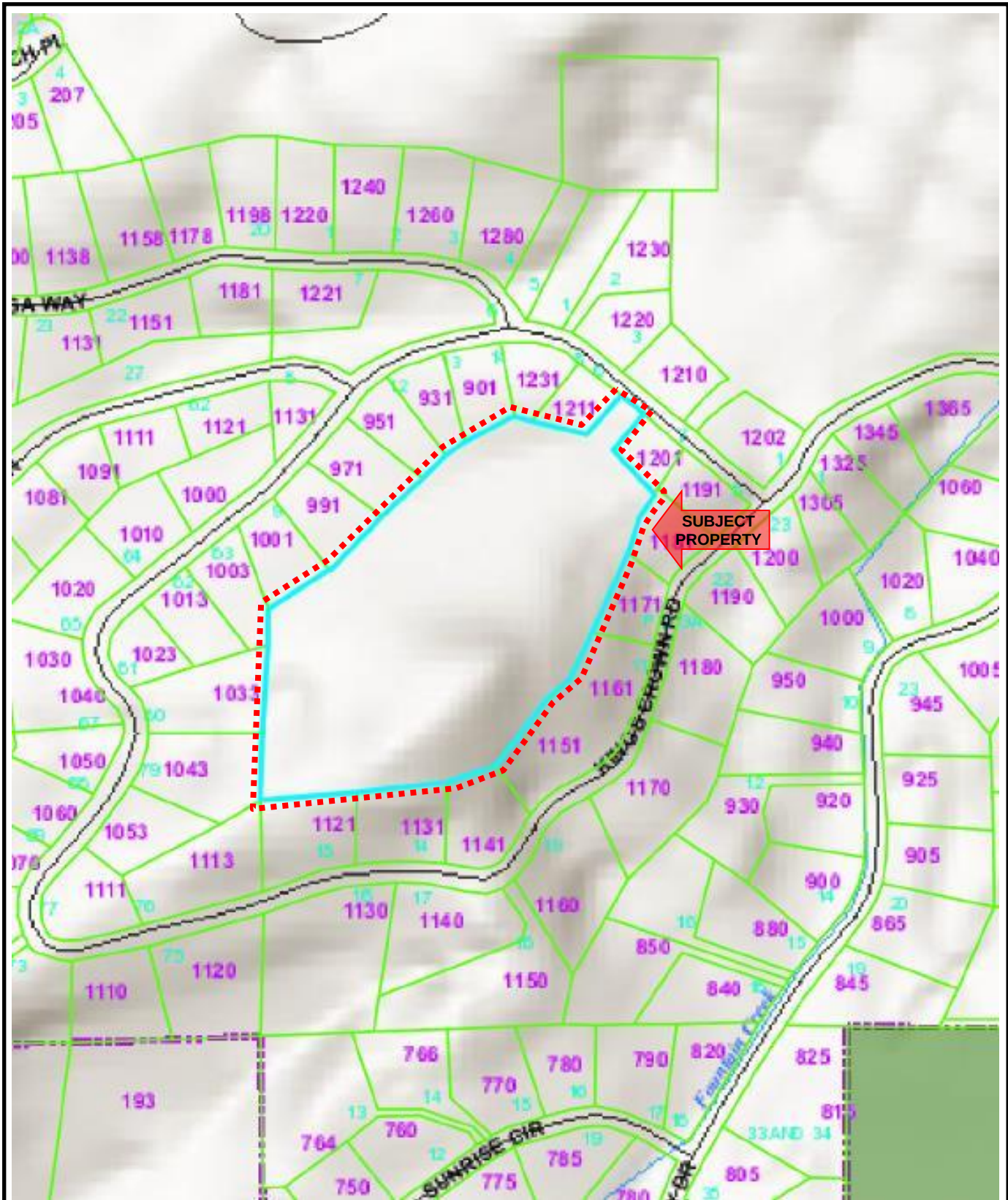
ESA

Proj No.: ESA-BC 23140

VICINITY MAP

Unaddressed, Structurally Unimproved Property
 Account Number R0023264 off of Kings Crown Road
 Woodland Park, Colorado 80863
 Page 117 of 271



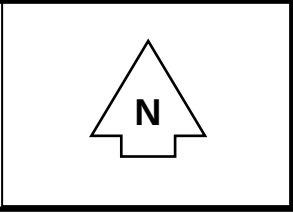


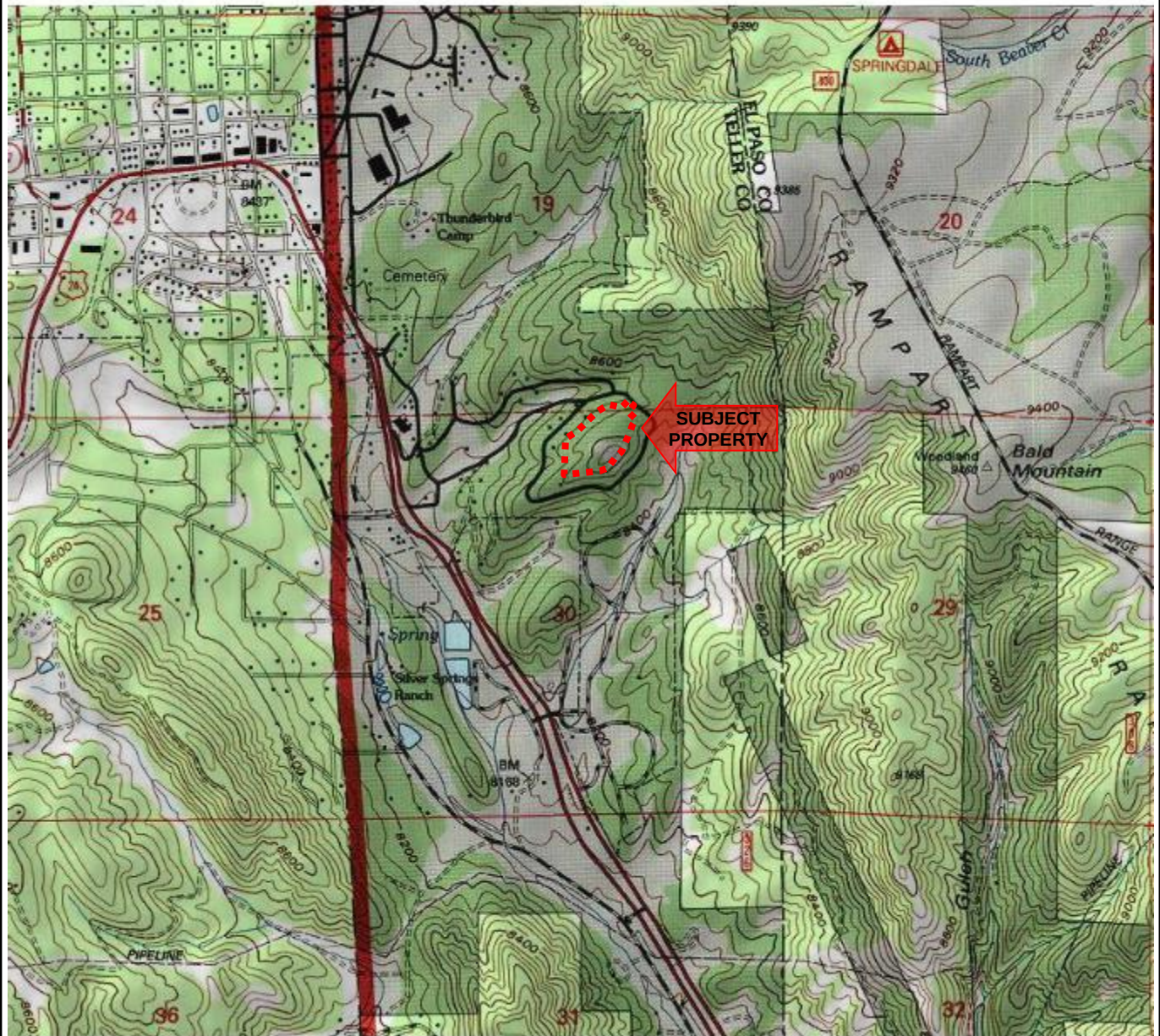

ESA

Proj No.: ESA-BC 23140

ASSESSOR's MAP
Teller County

Unaddressed, Structurally Unimproved Property
 Account Number R0023264 off of Kings Crown Road
 Woodland Park, Colorado 80863





0' W 105°03.000' W 105°02.000' W WGS84 105°01.000' W



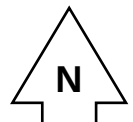
Map created with TOPO!® ©2003 National Geographic (www.nationalgeographic.com/topo)



Proj No.: ESA-BC 23140

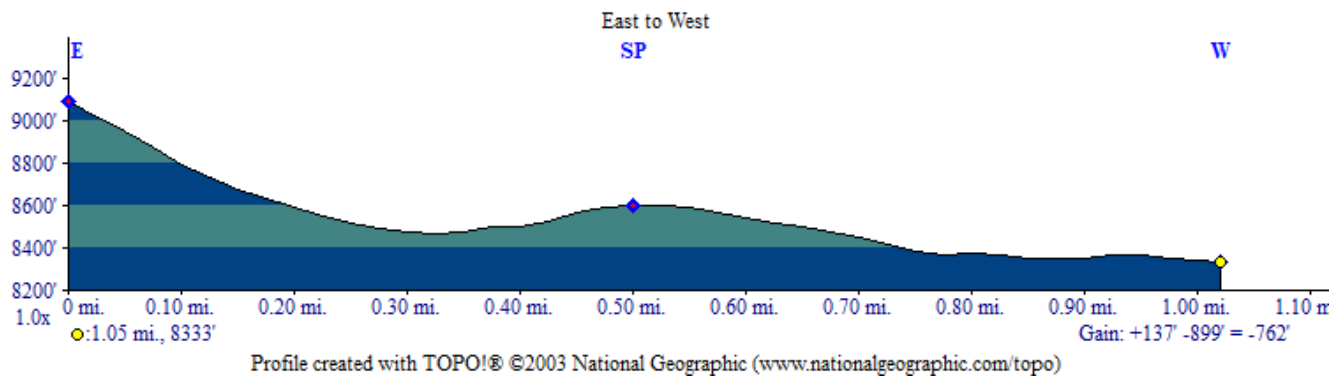
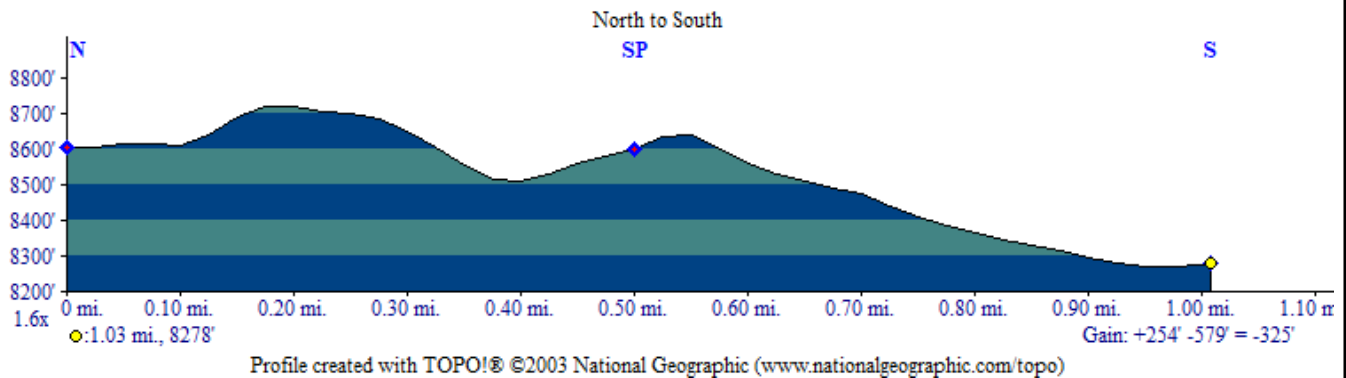
TOPOGRAPHICAL MAP **Woodland Park, CO Quad -1994**

Unaddressed, Structurally Unimproved Property
 Account Number R0023264 off of Kings Crown Road
 Woodland Park, Colorado 80863



SUBJECT PROPERTY ELEVATION: 8,599 ft

TOPOGRAPHICAL CONTOUR: All Cardinal Directions



Proj No.: ESA-BC 23140

ELEVATION PROFILES

Source: 2003 National Geographic Topographical Maps

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863



LEGEND

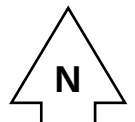
- Property Boundary
- (NOTE: Locations are approx.)



Proj No.: ESA-BC 23140

SITE/SUBJECT MAP

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863
Page 121 of 271



National Flood Hazard Layer FIRMette

105°22'5"W 38°59'18"N



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee, See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
	Effective LOMRS
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

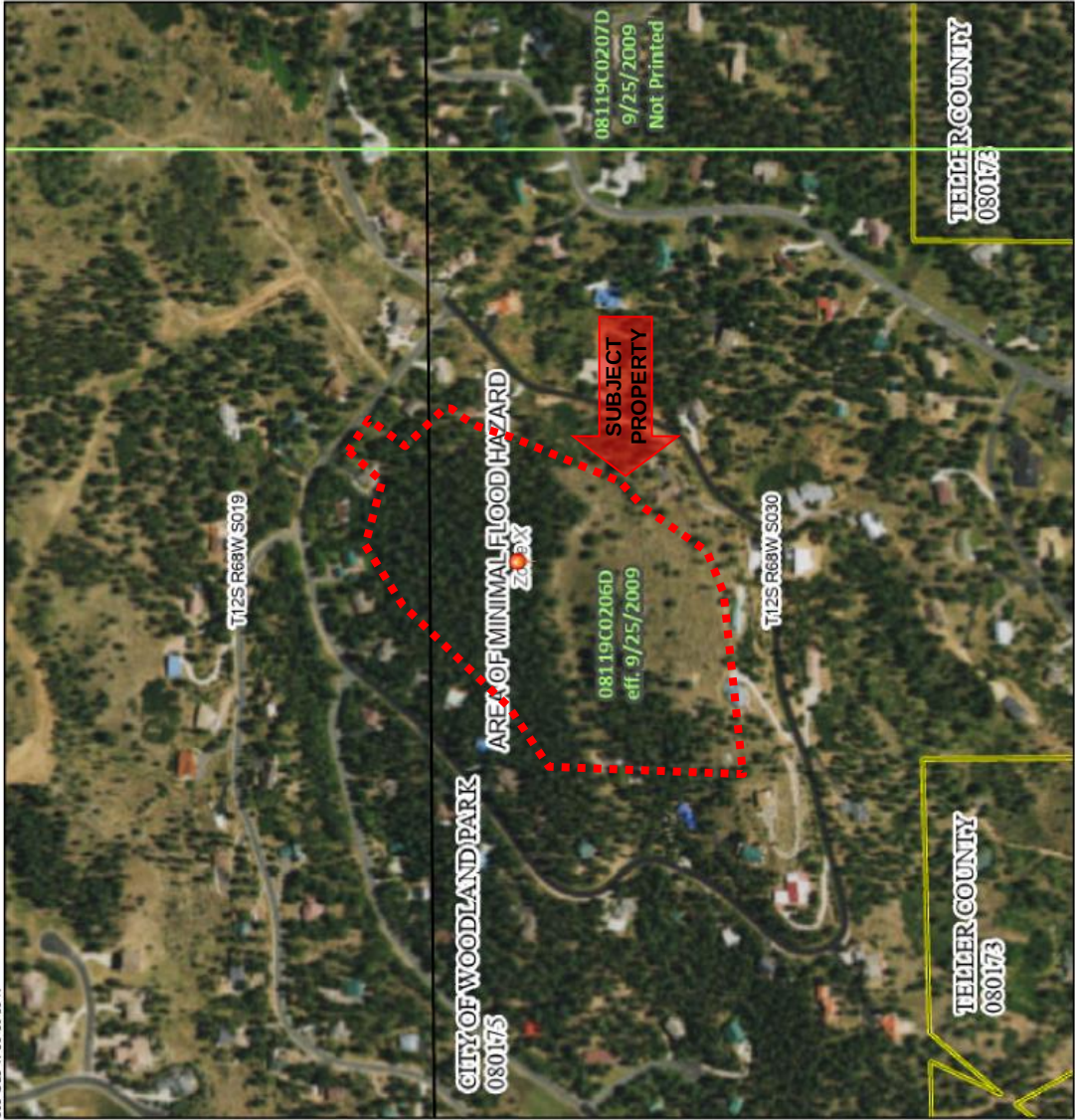
	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/30/2023 at 11:47 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



0 250 500 1,000 1,500 2,000 Feet
1:6,000
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020
105°14'8"W 38°58'50"N

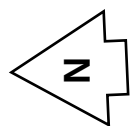


ESA

Proj No.: ESA-BC 23140

FEMA MAP

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863
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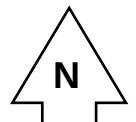
APPENDIX A - 1

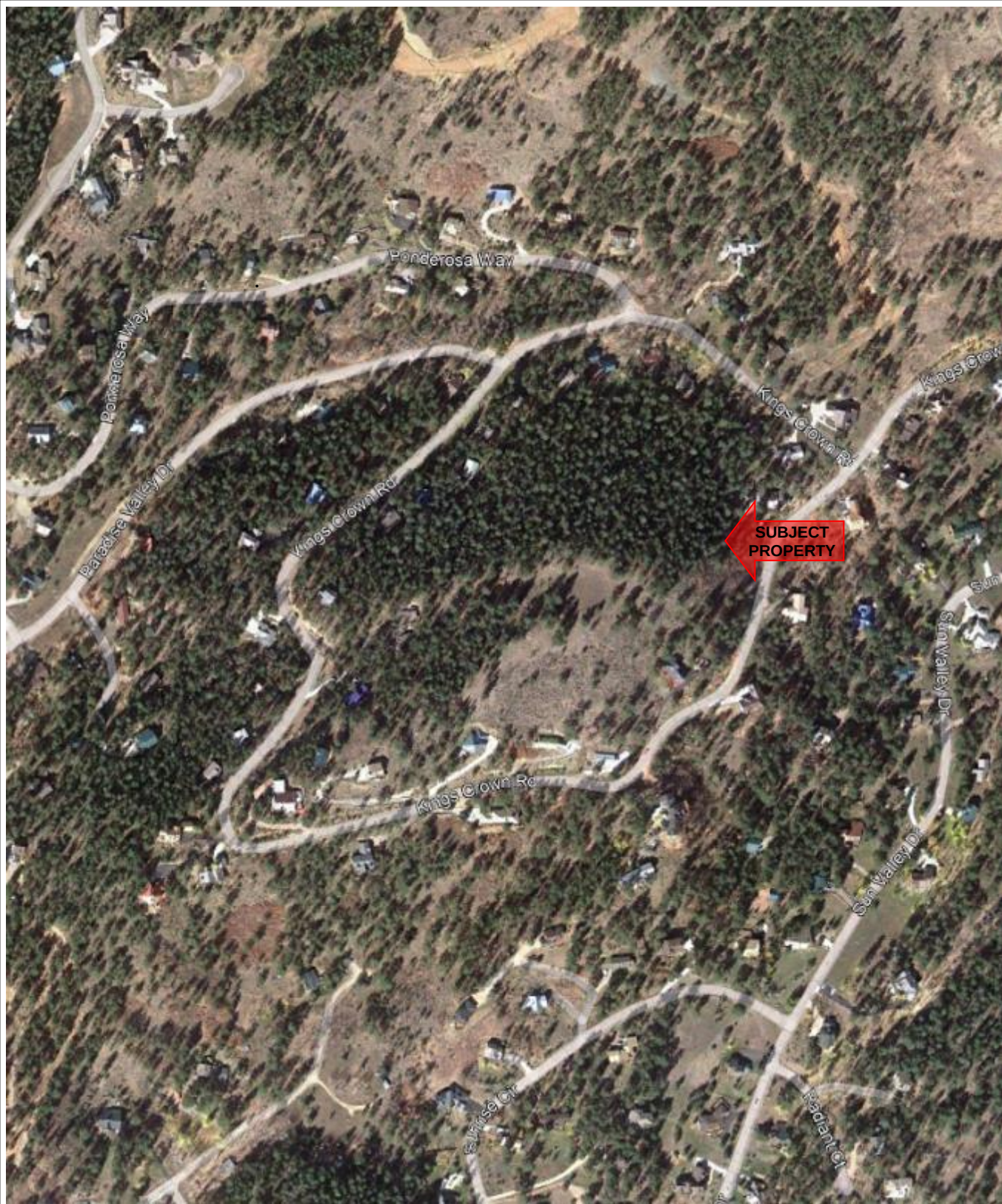


Proj No.: ESA-BC 23140

AERIAL PHOTOGRAPH - 2017
Source: Google Earth

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863



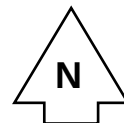


Proj No.: ESA-BC 23140

AERIAL PHOTOGRAPH - 2011
Source: Google Earth

Unaddressed, Structurally Unimproved Property
 Account Number R0023264 off of Kings Crown Road
 Woodland Park, Colorado 80863

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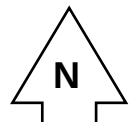




Proj No.: ESA-BC 23140

AERIAL PHOTOGRAPH - 2005
Source: Google Earth

Unaddressed, Structurally Unimproved Property
 Account Number R0023264 off of Kings Crown Road
 Woodland Park, Colorado 80863



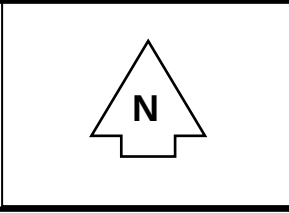


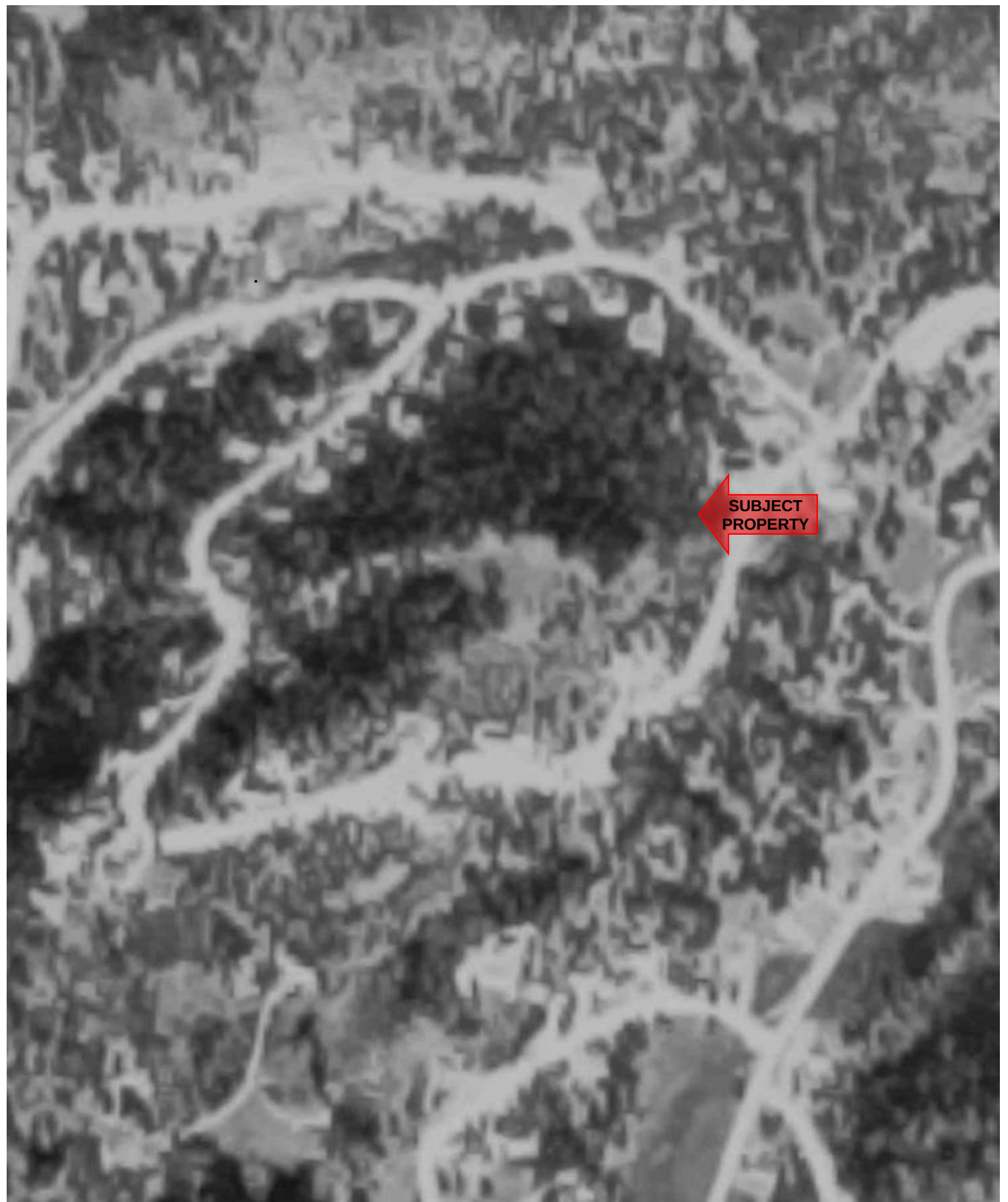
**ESA**

Proj No.: ESA-BC 23140

AERIAL PHOTOGRAPH - 1999
Source: Google Earth

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863



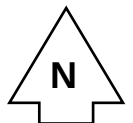


Proj No.: ESA-BC 23140

AERIAL PHOTOGRAPH - 1988
Source: ERIS

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863

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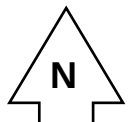




Proj No.: ESA-BC 23140

AERIAL PHOTOGRAPH - 1971
Source: ERIS

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863

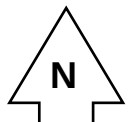




Proj No.: ESA-BC 23140

AERIAL PHOTOGRAPH - 1954
Source: ERIS

Unaddressed, Structurally Unimproved Property
Account Number R0023264 off of Kings Crown Road
Woodland Park, Colorado 80863



APPENDIX B



DATABASE REPORT

Project Property: *R0023264 Kings Crown Road, Woodland
Park CO 80863
Woodland Park
Woodland Park CO 80863*

Project No: *ESA-BC-23140*

Report Type: *Database Report*

Order No: *23052400896*

Requested by: *ESA Colorado*

Date Completed: *May 25, 2023*

Environmental Risk Information Services

A division of Glacier Media Inc.

1.866.517.5204 | info@erisinfo.com | erisinfo.com

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Executive Summary

Property Information:

Project Property: *R0023264 Kings Crown Road, Woodland Park CO 80863
Woodland Park Woodland Park CO 80863*

Project No: *ESA-BC-23140*

Coordinates:

Latitude:	<i>38.98443838</i>
Longitude:	<i>-105.03532589</i>
UTM Northing:	<i>4,315,050.29</i>
UTM Easting:	<i>496,940.40</i>
UTM Zone:	<i>UTM Zone 13S</i>

Elevation: *8,604 FT*

Order Information:

Order No: *23052400896*

Date Requested: *May 24, 2023*

Requested by: *ESA Colorado*

Report Type: *Database Report*

Historicals/Products:

Aerial Photographs	<i>Historical Aerials (with Project Boundaries)</i>
City Directory Search	<i>CD - 2 Street Search</i>
ERIS Xplorer	<i>ERIS Xplorer</i>
Excel Add-On	<i>Excel Add-On</i>
Fire Insurance Maps	<i>US Fire Insurance Maps</i>
Physical Setting Report (PSR)	<i>Physical Setting Report (PSR)</i>
Topographic Map	<i>Topographic Maps</i>

Executive Summary: Report Summary

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
<u>Standard Environmental Records</u>								
Federal								
NPL	Y	1	0	0	0	0	0	0
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	0.5	0	0	0	0	-	0
SEMS	Y	0.5	0	0	0	0	-	0
ODI	Y	0.5	0	0	0	0	-	0
SEMS ARCHIVE	Y	0.5	0	0	0	0	-	0
CERCLIS	Y	0.5	0	0	0	0	-	0
IODI	Y	0.5	0	0	0	0	-	0
CERCLIS NFRAP	Y	0.5	0	0	0	0	-	0
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	0.5	0	0	0	0	-	0
RCRA LQG	Y	0.25	0	0	0	-	-	0
RCRA SQG	Y	0.25	0	0	0	-	-	0
RCRA VSQG	Y	0.25	0	0	0	-	-	0
RCRA NON GEN	Y	0.25	0	0	0	-	-	0
RCRA CONTROLS	Y	0.5	0	0	0	0	-	0
FED ENG	Y	0.5	0	0	0	0	-	0
FED INST	Y	0.5	0	0	0	0	-	0
LUCIS	Y	0.5	0	0	0	0	-	0
NPL IC	Y	0.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	0.5	0	0	0	0	-	0
FEMA UST	Y	0.25	0	0	0	-	-	0
FRP	Y	0.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED FRP	Y	0.25	0	0	0	-	-	0
HIST GAS STATIONS	Y	0.25	0	0	0	-	-	0
REFN	Y	0.25	0	0	0	-	-	0
BULK TERMINAL	Y	0.25	0	0	0	-	-	0
SEMS LIEN	Y	PO	0	-	-	-	-	0
SUPERFUND ROD	Y	1	0	0	0	0	0	0
DOE FUSRAP	Y	1	0	0	0	0	0	0

State

LANDFILL METHANE	Y	0.5	0	0	0	0	-	0
COVENANTS	Y	0.5	0	0	0	0	-	0
SUPERFUND NRD	Y	1	0	0	0	0	0	0
SHWS	Y	1	0	0	0	0	0	0
DELISTED SHWS	Y	1	0	0	0	0	0	0
SWF/LF	Y	0.5	0	0	0	0	-	0
HIST LF	Y	0.5	0	0	0	0	-	0
HIST LANDFILLS	Y	0.5	0	0	0	0	-	0
RECYCLING	Y	0.5	0	0	0	0	-	0
LST	Y	0.5	0	0	0	1	-	1
LUST TRUST	Y	0.5	0	0	0	0	-	0
DELISTED LST	Y	0.5	0	0	0	0	-	0
UST	Y	0.25	0	0	0	-	-	0
AST	Y	0.125	0	0	-	-	-	0
TANKS	Y	PO	0	-	-	-	-	0
DTNK	Y	0.25	0	0	0	-	-	0
AUL	Y	0.125	0	0	-	-	-	0
VCP	Y	0.5	0	0	0	1	-	1
BROWNFIELDS	Y	0.5	0	0	0	0	-	0

Tribal

INDIAN LUST	Y	0.5	0	0	0	0	-	0
INDIAN UST	Y	0.25	0	0	0	-	-	0
DELISTED INDIAN LST	Y	0.5	0	0	0	0	-	0
DELISTED INDIAN UST	Y	0.25	0	0	0	-	-	0

County

No County databases were selected to be included in the search.

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
<u>Additional Environmental Records</u>								
Federal								
FINDS/FRS	Y	PO	0	1	-	-	-	1
TRIS	Y	PO	0	-	-	-	-	0
PFAS NPL	Y	0.5	0	0	0	0	-	0
PFAS FED SITES	Y	0.5	0	0	0	0	-	0
PFAS SSEHRI	Y	0.5	0	0	0	0	-	0
ERNS PFAS	Y	0.5	0	0	0	0	-	0
PFAS NPDES	Y	0.5	0	0	0	0	-	0
PFAS TRI	Y	0.5	0	0	0	0	-	0
PFAS WATER	Y	0.5	0	0	0	0	-	0
PFAS TSCA	Y	0.5	0	0	0	0	-	0
PFAS E-MANIFEST	Y	0.5	0	0	0	0	-	0
PFAS IND	Y	0.5	0	0	0	0	-	0
HMIRS	Y	PO	0	-	-	-	-	0
NCDL	Y	PO	0	-	-	-	-	0
TSCA	Y	PO	0	-	-	-	-	0
HIST TSCA	Y	PO	0	-	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	0.5	0	0	0	0	-	0
ICIS	Y	PO	0	-	-	-	-	0
FED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED FED DRY	Y	0.25	0	0	0	-	-	0
FUDS	Y	0.5	0	0	0	0	-	0
FUDS MRS	Y	1	0	0	0	0	0	0
FORMER NIKE	Y	1	0	0	0	0	0	0
PIPELINE INCIDENT	Y	PO	0	-	-	-	-	0
MLTS	Y	PO	0	-	-	-	-	0
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	0.25	0	0	0	-	-	0
SMCRA	Y	1	0	0	0	0	0	0
MRDS	Y	1	0	0	0	0	2	2
LM SITES	Y	1	0	0	0	0	0	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
ALT FUELS	Y	0.125	0	0	-	-	-	0
CONSENT DECREES	Y	0.25	0	0	0	-	-	0
AFS	Y	PO	0	-	-	-	-	0
SSTS	Y	0.25	0	0	0	-	-	0
PCBT	Y	0.5	0	0	0	0	-	0
PCB	Y	0.5	0	0	0	0	-	0

State

SPILLS	Y	PO	0	-	-	-	-	0
OG SPILLS	Y	PO	0	-	-	-	-	0
DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
AIR PERMITS	Y	PO	0	-	-	-	-	0
PFAS	Y	0.5	0	0	0	0	-	0
ASBESTOS	Y	PO	0	-	-	-	-	0
HAZ GEN	Y	0.125	0	0	-	-	-	0
PDES	Y	PO	0	1	-	-	-	1
HAZ TSD	Y	0.5	0	0	0	0	-	0
HAZ CORRACT	Y	1	0	0	0	0	0	0
UMTRA	Y	0.5	0	0	0	0	-	0

Tribal

No Tribal additional environmental record sources available for this State.

County

No County additional environmental databases were selected to be included in the search.

Total:	0	2	0	2	2	6
--------	---	---	---	---	---	---

* PO – Property Only

* 'Property and adjoining properties' database search radii are set at 0.25 miles.

Executive Summary: Site Report Summary - Project Property

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
------------	----	-------------------	---------	-----------	---------------------	-------------------	----------------

No records found in the selected databases for the project property.

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
1	PDES	The Haven at Paradise	1231-1187 Kings Crown Rd. Woodland Park CO 80863	NNE	0.02 / 83.97	-86	17
1	FINDS/FRS	THE HAVEN AT PARADISE	1231-1187 KINGS CROWN RD. WOODLAND PARK CO 80863 Registry ID: 110071295093	NNE	0.02 / 83.97	-86	18
2	VCP	Paradise Lodge	910 E. US Highway 24 Woodland Park CO 80863	W	0.47 / 2,489.15	-286	19
3	LST	Safeway Fuel Center #4613	1101 E Hwy 24 Woodland Park 80863 CO Facility ID: 15444 Event ID Status: Closed, 17252 Open, 14018 Closed, 17299 Open	W	0.50 / 2,623.70	-303	20
4	MRDS	UNKNOWN	EL PASO COUNTY WOODLAND PARK CO 80863 Dep ID: 10265140	ENE	0.67 / 3,552.58	699	22
5	MRDS	UNNAMED IRON MINE	TELLER COUNTY WOODLAND PARK CO 80863 Dep ID: 10013853	SSE	0.99 / 5,247.29	-137	23

Executive Summary: Summary by Data Source

Standard

State

LST - Leaking Storage Tanks

A search of the LST database, dated Feb 1, 2023 has found that there are 1 LST site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Safeway Fuel Center #4613	1101 E Hwy 24 Woodland Park 80863 CO	W	0.50 / 2,623.70	3
<i>Facility ID: 15444</i> <i>Event ID Status: Closed, 17252 Open, 14018 Closed, 17299 Open</i>				

VCP - Voluntary Cleanup and Redevelopment Program Sites

A search of the VCP database, dated Mar 20, 2023 has found that there are 1 VCP site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Paradise Lodge	910 E. US Highway 24 Woodland Park CO 80863	W	0.47 / 2,489.15	2

Non Standard

Federal

FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Aug 18, 2022 has found that there are 1 FINDS/FRS site(s) within approximately 0.02 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
THE HAVEN AT PARADISE	1231-1187 KINGS CROWN RD. WOODLAND PARK CO 80863	NNE	0.02 / 83.97	1
<i>Registry ID: 110071295093</i>				

MRDS - Mineral Resource Data System

A search of the MRDS database, dated Mar 15, 2016 has found that there are 2 MRDS site(s) within approximately 1.00 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
UNKNOWN	EL PASO COUNTY WOODLAND PARK CO 80863	ENE	0.67 / 3,552.58	4
<i>Dep ID: 10265140</i>				

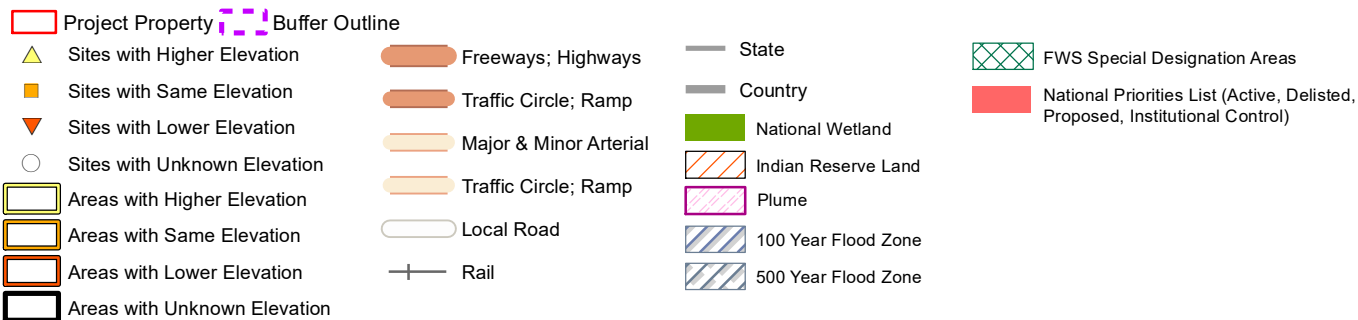
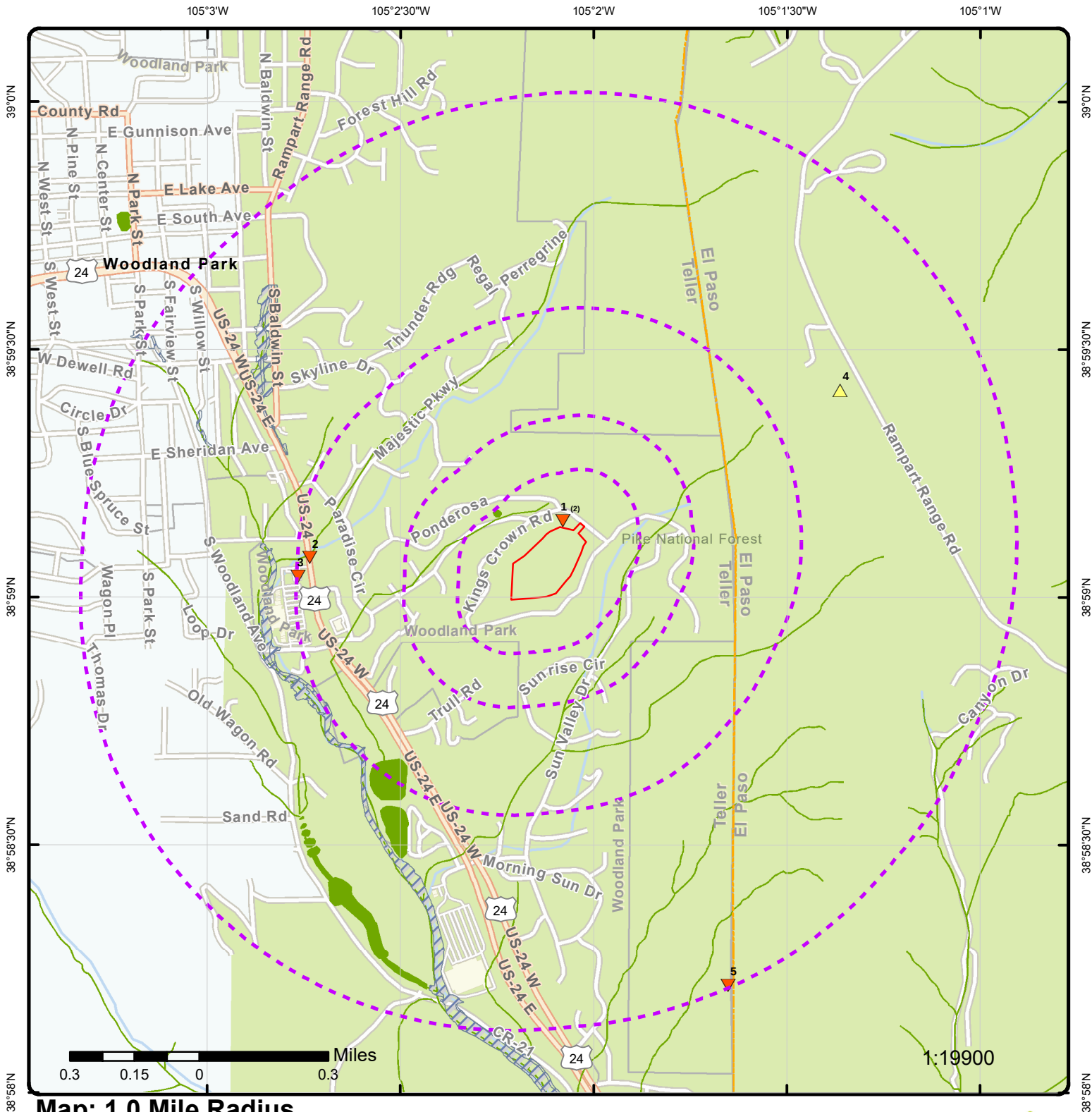
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
UNNAMED IRON MINE	TELLER COUNTY WOODLAND PARK CO 80863	SSE	0.99 / 5,247.29	5
<i>Dep ID: 10013853</i>				

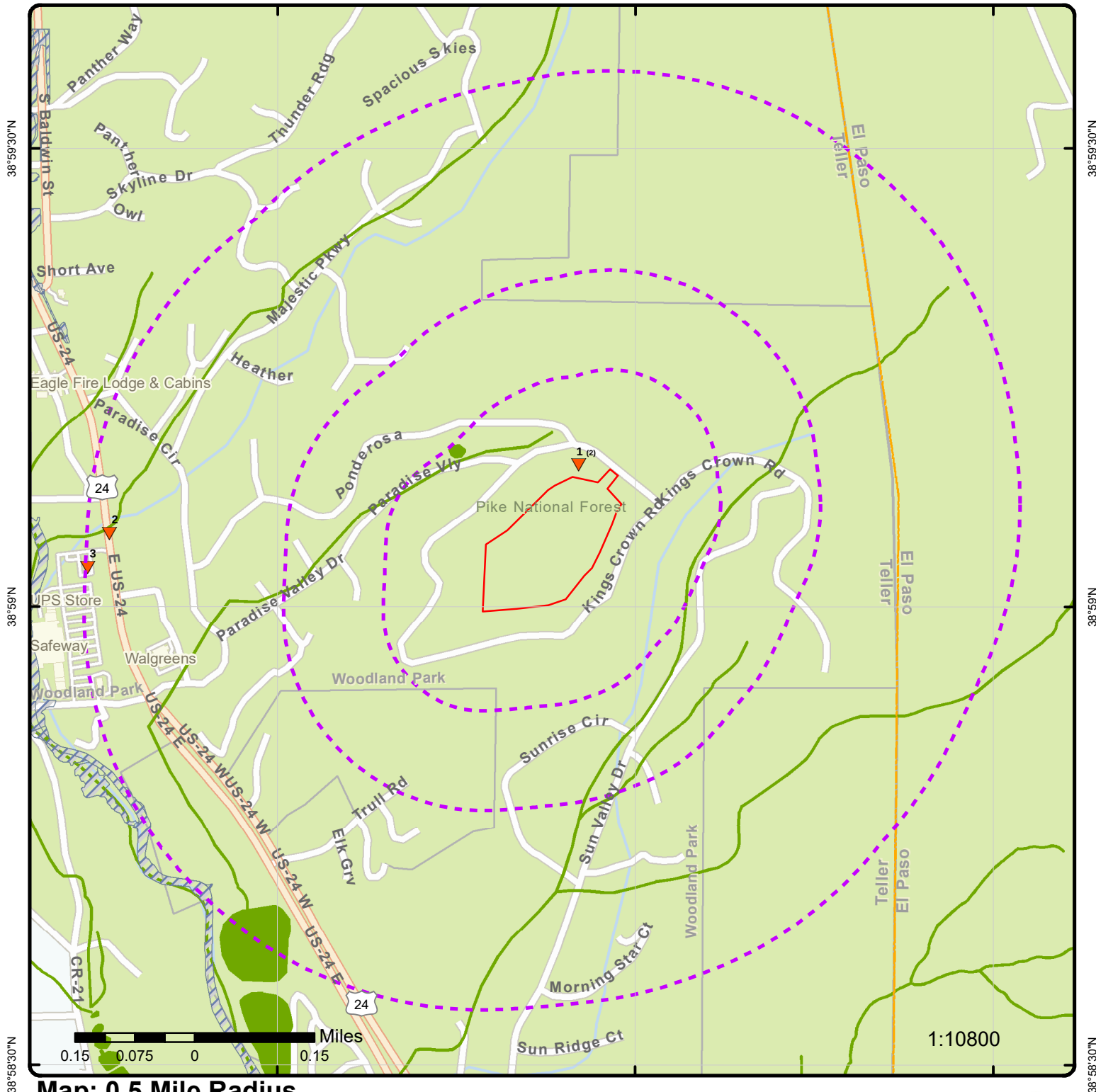
State

PDES - Permitted Facilities Listing

A search of the PDES database, dated Mar 1, 2023 has found that there are 1 PDES site(s) within approximately 0.02 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
The Haven at Paradise	1231-1187 Kings Crown Rd. Woodland Park CO 80863	NNE	0.02 / 83.97	1

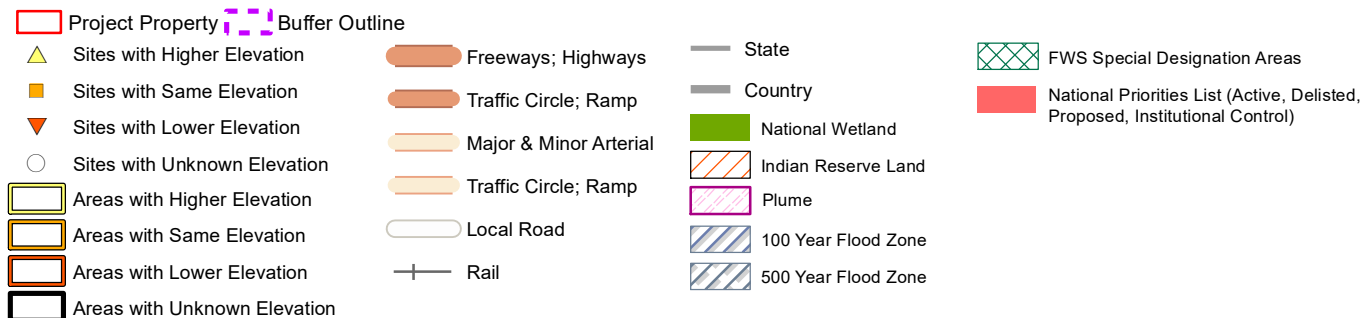


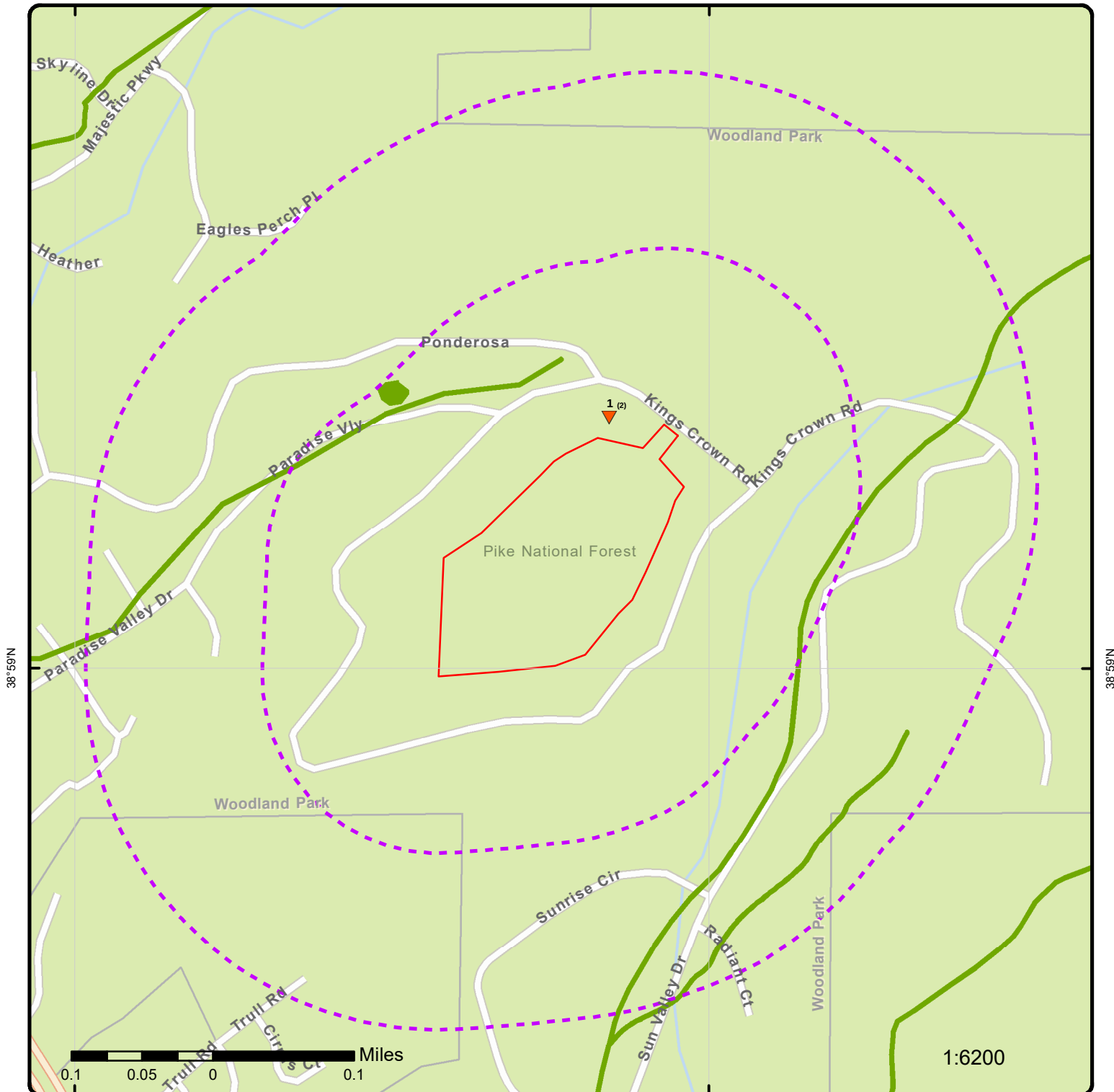


Map: 0.5 Mile Radius

Order Number: 23052400896

Address: Woodland Park, Woodland Park, CO

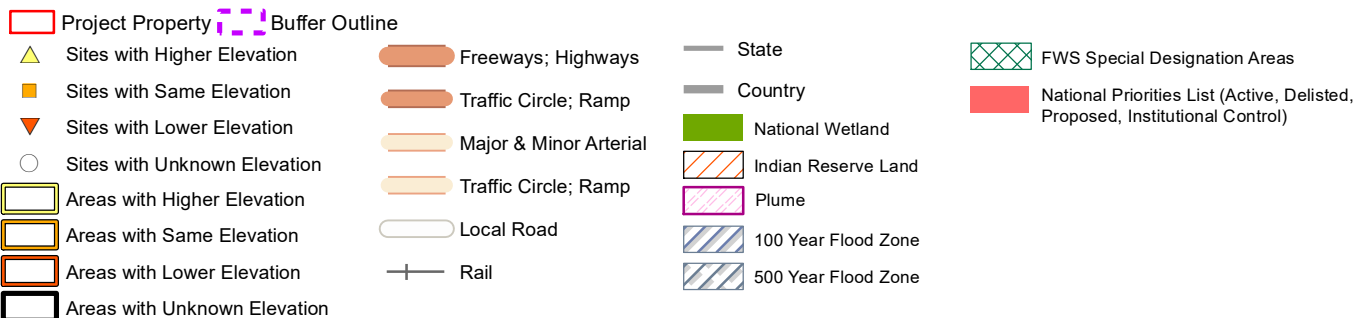




Map: 0.25 Mile Radius

Order Number: 23052400896

Address: Woodland Park, Woodland Park, CO





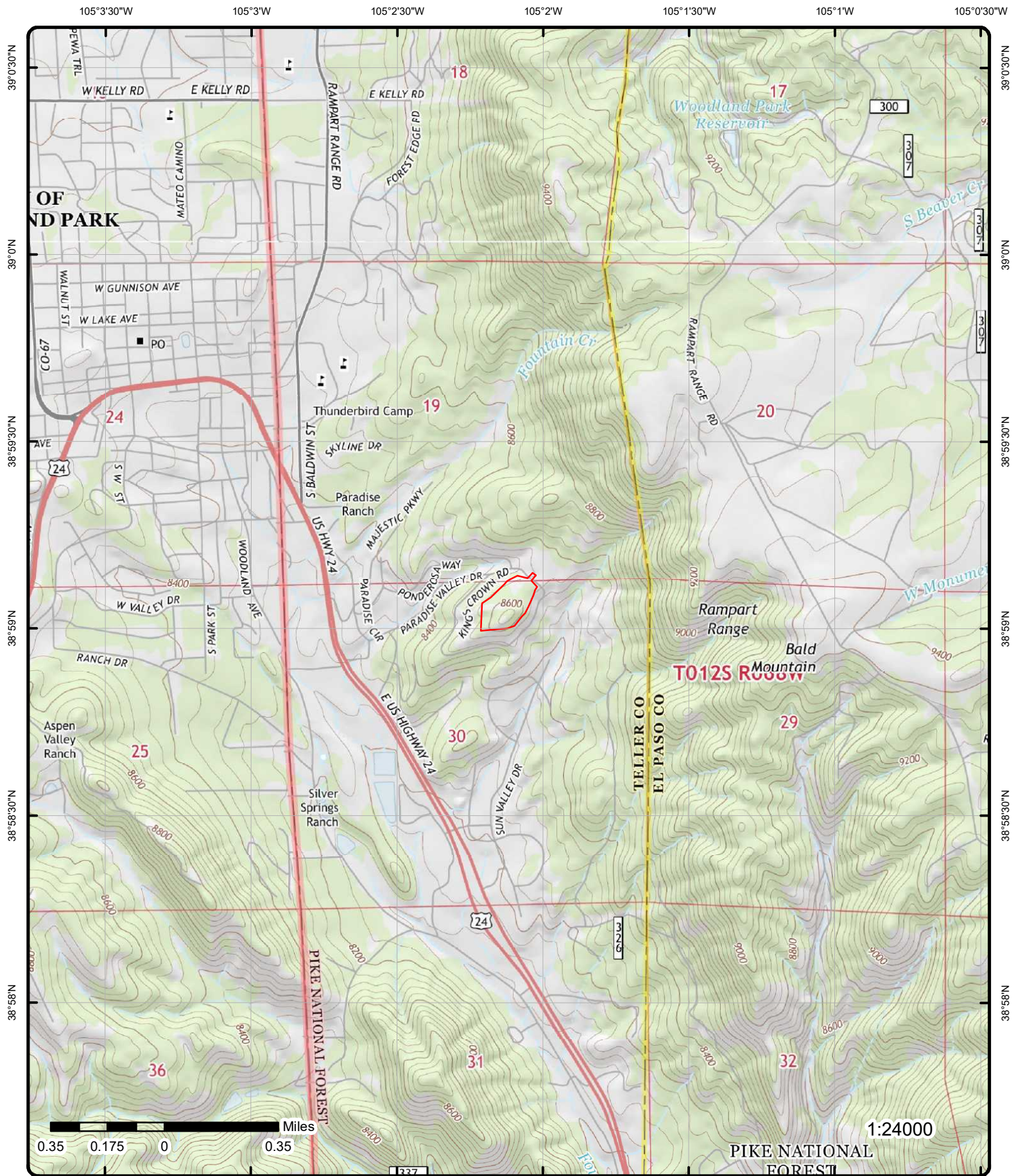
Aerial Year: 2018

Order Number: 23052400896

Address: Woodland Park, Woodland Park, CO



© ERIS Information Inc.



Topographic Map

Year: 2016

Order Number: 23052400896

Address: Woodland Park, CO

Quadrangle(s): Cascade, CO; Mount Deception, CO; Woodland Park, CO

Source: USGS Topographic Map

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Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
1	1 of 2	NNE	0.02 / 83.97	8,518.50 / -86	The Haven at Paradise 1231-1187 Kings Crown Rd. Woodland Park CO 80863	PDES
Permit ID: COR416919 Permit Status: Permit Sector: Construction Previous Permit ID: Regulation ID: Facility Name: The Haven at Paradise Facility Address: 1231-1187 Kings Crown Rd. Facility Address 2: Facility City: Woodland Park Facility State: CO Facility ZIP: 80863 Facility County: Teller Facility Latitude: 38.98605 Facility Longitude: -105.032703 Facility SIC Code: 1629 Facility Type: Water Category: Immediate Water: Receiving Water: Stream Segment: COARFO01a Fee Category: Add Fee Category 1: Add Fee Category 2: Add Fee Category 3: General Permit Tye: COR400000-Stormwater discharge associated with construction activities Compliance Tracking Status: SW Constr Start Date: 5/10/2022 Reuse Treater: Facility Class First: Facility Description: Fac Horizontal Coll. Method: Facility ICIS Ownership Type: Associated Pot W: SW Constr Total Acres: 35.77 Reuse Treater ID: SW Constr Disturb Acres: 35.77 Facility Class Second: Facility Reference Point: Major Minor: Minor Major River Basin: Total App on Average Flow No: Total App Design Flow No: Apprvd for Eltrnc Sub: SW Constr Activity: Residential SW Constr End Date: 12/31/2022 Permit SIC 1: 1629 Permit SIC 2: Permit SIC 3: Permit SIC 4: Permittee: Ventus LLC Former Permittee: Activity Desc: Issue Date: 6/1/2022 Effective Date: 6/1/2022 Expiration Date: 3/31/2024 Permit Sector1: Permit Sector2: Use category: Termination Date: Issuing Org Type: App Received Date: 5/31/2022 Ct Status Start Date: Ct Status End Date: Ct Status Reason: Workplan Year: UDF3:						
Facility Contact Facility Contact Org: Ska Group Facility Contact First Name: Frankie Facility Contact Last Name: Valenzuela Facility Contact Title: Development manager Facility Contact Address: 9477 Brook Lane Facility Contact City: Lonetree Facility Contact State: CO Facility Contact ZIP code: 80124						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Facility Contact Phone:		9172831506				
Facility Contact Email:		fvalenzuela@mail.ru				
<u>Billing</u>						
Billing Organization:		Ventus LLC				
Billing First Name:		Jonathan				
Billing Last Name:		James				
Billing Title:		Development Manager				
Billing Address:		1528 Coronado Beach Dr.				
Billing City:		Monument				
Billing State:		CO				
Billing ZIP Code:		80213				
Billing Phone:		303-748-7993				
Billing Email:		JWJames3@icloud.com				
Billing Country:						
<u>Engineering</u>						
Engineering Org:						
Engineering First Name:						
Engineering Last Name:						
Engineering Title:						
Engineering Address:						
Engineering City:						
Engineering State:						
Engineering ZIP Code:						
Engineering Phone:						
Engineering Email:		Ventus LLC				
<u>Legal</u>						
Legal First Name:		Jonathan				
Legal Last Name:		James				
Legal Title:		Development Manager				
Legal Address:		1528 Coronado Beach Dr.				
Legal City:		Monument				
Legal State:		CO				
Legal ZIP Code:		80132				
Legal Phone:		3037487993				
Legal Email:		jwjames3@icloud.com				
Legal Country:						
<u>Property Owner</u>						
Property Owner Org:		Ventus LLC				
Property Owner First Name:		Jonathan				
Property Owner Last Name:		James				
Property Owner Title:		Development Manager				
Property Owner Address:		1528 Coronado Beach Dr.				
Property Owner City:		Monument				
Property Owner State:		CO				
Property Owner ZIP Code:		80124				
Property Owner Phone:		3037487993				
Property Owner Email:		jwjames3@icloud.com				
<u>1</u>	2 of 2	NNE	0.02 / 83.97	8,518.50 / -86	THE HAVEN AT PARADISE 1231-1187 KINGS CROWN RD. WOODLAND PARK CO 80863	FINDS/FRS
Registry ID:		110071295093				
FIPS Code:		CO119				
HUC Code:		11020003				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Site Type Name: Location Description: Supplemental Location: Create Date: Update Date: Interest Types: SIC Codes: SIC Code Descriptions: NAICS Codes: NAICS Code Descriptions: Conveyor: Federal Facility Code: Federal Agency Name: Tribal Land Code: Tribal Land Name: Congressional Dist No: Census Block Code: EPA Region Code: County Name: US/Mexico Border Ind: Latitude: Longitude: Reference Point: Coord Collection Method: Accuracy Value: Datum: Source: Facility Detail Rprt URL: Data Source: Program Acronyms:		STATIONARY 08-JUL-22 ICIS-NPDES NON-MAJOR ICIS 05 081190101034025 08 TELLER 38.98605 -105.032703 CENTER OF A FACILITY OR STATION GPS - UNSPECIFIED NAD83 https://ofmpub.epa.gov/frs_public2/fii_query_detail.disp_program_facility?p_registry_id=110071295093 Facility Registry Service - Single File				
NPDES:COR416919						

2	1 of 1	W	0.47 / 2,489.15	8,317.96 / -286	Paradise Lodge 910 E. US Highway 24 Woodland Park CO 80863	VCP
File No:		151015-1	Land Use Zoning:		COMMERCIAL	
Site No:		734	Jobs:		30	
ID:		1038	Project Active:		inactive	
Review Due Dt:		11/29/2015	Received Date:		10/15/2015	
Extension:		2	Content Type:		Application	
Actual Review Dt:		12/1/2015	Project ID Admin:		300	
REM Start Due Dt:			Acreage:		2.5	
REM Comp Due Dt:			FID (REST):		230	
Actual Cost:		\$1,710.00	Received Dt (REST):		10/14/2015, 7:00 PM	
Rebate:		\$290.00	County (REST):		Woodland Park	
Tax Credit:		69304	Latitude (REST):		38.984882	
App Type:		NAD	Longitude (REST):		-105.045517	
App Status:		APPROVAL				
Site:		Paradise Lodge				
Address:		910 E. US Highway 24				
City:		Woodland Park				
ZIP Code:		80863				
Site (REST):		Paradise Lodge				
Address (REST):		910 E. US Highway 24				
City (REST):		Woodland Park				
Zip Code (REST):		80863				
Data Source:		Colorado Department of Public Health and Environment (CDPHE); Colorado Environmental Records Search (REST Service); CDPHE Colorado VCUP Layer				

REST Site Detail(s)

Received D Dt:	2015-10-15 24:00:00 UTC	Sediment:
Review Due Dt:	2015-11-29 24:00:00 UTC	Soil:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Other Issue: Application:		APPROVAL			Ground Water: Surface Water:	

3	1 of 1	W	0.50 / 2,623.70	8,301.04 / -303	Safeway Fuel Center #4613 1101 E Hwy 24 Woodland Park 80863 CO	LST
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Facility ID:	15444	Fac Name(CDLE):	Safeway Fuel Center #4613
Event ID:		Address(CDLE):	1039 E Hwy 24
Facility Name(OPS):	Safeway Fuel Center #4613	Fac Type(CDLE):	Retail
Facility Type(OPS):	Retail	Fac Category(CDLE):	Retail Gas Station
Fac Category(OPS):	Retail Gas Station	City(CDLE):	Woodland Park
Address(OPS):	1039 E Hwy 24	Zip(CDLE):	80863
City(OPS):	Woodland Park	County(CDLE):	Teller
Zip Code(OPS):	80863	State(CDLE):	CO
County(OPS):	Teller	Latitude(CDLE):	38.982658
State(OPS):	CO	Longitude(CDLE):	-105.046908
Lat Long(OPS):	38.982658 -105.046908		
Fac Name(COSTIS):	Safeway Fuel Center #4613		
Address (COSTIS):	1101 E Hwy 24 Woodland Park 80863		
County (COSTIS):	Teller		
Original Source:	Colorado Storage Tank Information System (COSTIS) (As of 18 October, 2021); Colorado Department of Labor and Employment (CDLE); Oil & Public Safety(OPS) Regulated Storage Tanks; OPS Petroleum Release Events in Colorado - Petroleum Release Events		
Owner ID:	18457		
Owner Name:			

Events (CDLE) (As of 17 January, 2023)

Event ID:		Proj. Closure Date:	
Alt Event ID:		Category:	
Status:	Closed	Sardonyx ID:	
UST Tank Count:	2	MTBE Classifica:	
AST Tank Count:	0	Sum of Reimbur Amt:	
Source of Release:		Reviewer Full Name:	Michelle Howard
Cause of Release:		Logged On:	
Confirm Rel Dt:	12/7/2021	Logged By:	
Site Name:	Safeway Fuel Center #4613		
Loc Addr:			
Loc Addr2:			
Loc Addr3:			
Aka Name:			
Aka Loc Addr:			

Events (CDLE) (As of 17 January, 2023)

Event ID:	17252	Proj. Closure Date:	
Alt Event ID:		Category:	
Status:	Open	Sardonyx ID:	
UST Tank Count:	2	MTBE Classifica:	
AST Tank Count:	0	Sum of Reimbur Amt:	
Source of Release:	Unknown	Reviewer Full Name:	Michelle Howard
Cause of Release:	Unknown	Logged On:	
Confirm Rel Dt:	9/26/2022	Logged By:	
Site Name:	Safeway Fuel Center #4613		
Loc Addr:			
Loc Addr2:			
Loc Addr3:			
Aka Name:			
Aka Loc Addr:			

Events (CDLE) (As of 17 January, 2023)

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Event ID:	14018				Proj. Closure Date:	
Alt Event ID:					Category:	
Status:	Closed				Sardonix ID:	
UST Tank Count:	2				MTBE Classifica:	
AST Tank Count:	0				Sum of Reimbur Amt:	
Source of Release:	Other				Reviewer Full Name:	Michelle Howard
Cause of Release:	Physical Damage				Logged On:	3/15/2021
Confirm Rel Dt:	11/17/2019				Logged By:	
Site Name:	Safeway Fuel Center #4613					
Loc Addr:						
Loc Addr2:						
Loc Addr3:						
Aka Name:						
Aka Loc Addr:						

Events (CDLE) (As of 17 January, 2023)

Event ID:	17299				Proj. Closure Date:	
Alt Event ID:					Category:	
Status:	Open				Sardonix ID:	
UST Tank Count:	2				MTBE Classifica:	
AST Tank Count:	0				Sum of Reimbur Amt:	
Source of Release:	Line - rupture				Reviewer Full Name:	
Cause of Release:	Phys/Mech Damage				Logged On:	
Confirm Rel Dt:	1/16/2023				Logged By:	
Site Name:	Safeway Fuel Center #4613					
Loc Addr:						
Loc Addr2:						
Loc Addr3:						
Aka Name:						
Aka Loc Addr:						

Facility (CDLE) (As of 17 January, 2023)

Owner Costis ID:	OWNR-18457	Type:	Retail
No of Active Tanks:	2	Facility Owner:	Safeway Stores 45 Inc.
No of Metred Prod:	40		

Events (COSTIS) (As of 18 October, 2021)

Event ID:	14018	Log Date:	3/15/2021 9:13:42 AM
Process Status Name:	Open		
Site Name:	Safeway Fuel Center #4613		
Facility Name:			
Address:	1101 E Hwy 24 Woodland Park CO 80863		
Loc Address:	1101 E Hwy 24 Woodland Park 80863		
Loc City:	Woodland Park		
Loc County:	Teller		

OPS Regulated Storage Tanks

No of Tanks:	2
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OPS Petroleum Release Events in Colorado - Petroleum Release Events

Event ID:	17299	Phone:	(720) 326-1984
Release No:	REL-016291	City:	Woodland Park
Status:	Open	Zip:	80863
Release Date:	1/16/2023	State:	CO
Closure Date:		County:	Teller
NFA Type:		Latitude:	38.982658
Release Cause:	Phys/Mech Damage	Longitude:	-105.046908
Reimbursement Total:		Latitude Longitude:	38.982658, -105.046908

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Contact:	Michelle Howard
Release Source:	Line - rupture
Site Name:	Safeway Fuel Center #4613
Address:	1039 E Hwy 24
Email:	michelle.howard@state.co.us
Link :	https://socgov18.force.com/s/release/a183h000003Tk5g

OPS Petroleum Release Events in Colorado - Petroleum Release Events

Event ID:	17252	Phone:	(720) 326-1984
Release No:	REL-016212	City:	Woodland Park
Status:	Open	Zip:	80863
Release Date:	9/26/2022	State:	CO
Closure Date:		County:	Teller
NFA Type:	None	Latitude:	38.982658
Release Cause:	Unknown	Longitude:	-105.046908
Reimbursement Total:		Latitude Longitude:	38.982658, -105.046908
Contact:	Michelle Howard		
Release Source:	Unknown		
Site Name:	Safeway Fuel Center #4613		
Address:	1039 E Hwy 24		
Email:	michelle.howard@state.co.us		
Link :	https://socgov18.force.com/s/release/a183h000003TZyy		

OPS Petroleum Release Events in Colorado - Petroleum Release Events

Event ID:	14018	Phone:	(720) 326-1984
Release No:	REL-010249	City:	Woodland Park
Status:	Closed	Zip:	80863
Release Date:	11/17/2019	State:	CO
Closure Date:	9/1/2021	County:	Teller
NFA Type:	Tier I	Latitude:	38.982658
Release Cause:	Physical Damage	Longitude:	-105.046908
Reimbursement Total:		Latitude Longitude:	38.982658, -105.046908
Contact:	Michelle Howard		
Release Source:	Other		
Site Name:	Safeway Fuel Center #4613		
Address:	1039 E Hwy 24		
Email:	michelle.howard@state.co.us		
Link :	https://socgov18.force.com/s/release/a183h000003KXvH		

4	1 of 1	ENE	0.67 / 3,552.58	9,303.50 / 699	UNKNOWN EL PASO COUNTY WOODLAND PARK CO 80863	MRDS
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Dep ID:	10265140	I1:	27
Dev Status:	UNKNOWN	Latitude:	38.990295
Code List:	VRM	Longitude:	-105.022705
Url:	http://mrdata.usgs.gov/mrds/show-mrds.php?dep_id=10265140		

Commodity

I1:	95	Line:	1
Code:	VRM	Inserted By:	MAS migration
Commodity:	Vermiculite	Insert Date:	29-OCT-2002 09:00:24
Commodity Type:	Non-metallic	Updated By:	USGS
Commodity Group:	Vermiculite	Update Date:	29-OCT-2002 09:02:21
Importance:	Primary		

Names

I1:	35	Inserted By:	MAS migration
Status:	Current	Insert Date:	29-OCT-02

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Site Name: Line:	Unknown 1				Updated By: Update Date:	USGS 29-OCT-02
5	1 of 1	SSE	0.99 / 5,247.29	8,467.47 / -137	UNNAMED IRON MINE TELLER COUNTY WOODLAND PARK CO 80863	MRDS
Dep ID: Dev Status: Code List: Url:	10013853 PAST PRODUCER FE http://mrdata.usgs.gov/mrds/show-mrds.php?dep_id=10013853			I1: Latitude: Longitude:	29 38.970276 -105.027527	
Commodity						
I1: Code: Commodity: Commodity Type: Commodity Group: Importance:	86 FE Iron Metallic Iron Primary			Line: Inserted By: Insert Date: Updated By: Update Date:	1 MRDS migration 29-OCT-2002 09:00:24 USGS 29-OCT-2002 09:00:32	
Materials						
I1: Material: Ore or Gangue: Rec:	62 Hematite Ore 2			Inserted B: Insert Dat: Updated By: Update Dat:	MRDS migration 29-OCT-2002 09:44:3	
I1: Material: Ore or Gangue: Rec:	18 Goethite Ore 1			Inserted B: Insert Dat: Updated By: Update Dat:	MRDS migration 29-OCT-2002 09:44:3	
Names						
I1: Status: Site Name: Line:	92 Current Unnamed Iron Mine 1			Inserted By: Insert Date: Updated By: Update Date:	MRDS migration 29-OCT-02 USGS 29-OCT-02	

Unplottable Summary

Total: 0 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
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No unplottable records were found that may be relevant for the search criteria.

Unplottable Report

No unplottable records were found that may be relevant for the search criteria.

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13 and E1527-21, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List:

NPL

Sites on the United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Jan 25, 2023

National Priority List - Proposed:

PROPOSED NPL

Sites proposed by the United States Environmental Protection Agency (EPA), the state agency, or concerned citizens for addition to the National Priorities List (NPL) due to contamination by hazardous waste and identified by the EPA as a candidate for cleanup because it poses a risk to human health and/or the environment. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Jan 25, 2023

Deleted NPL:

DELETED NPL

Sites deleted from the United States Environmental Protection Agency (EPA)'s National Priorities List. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Jan 25, 2023

SEMS List 8R Active Site Inventory:

SEMS

The U.S. Environmental Protection Agency's (EPA) Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted. This data includes SEMS sites from the List 8R Active file as well as applicable sites from the SEMS GIS/REST file layer obtained from EPA's Facility Registry Service.

Government Publication Date: Jan 25, 2023

Inventory of Open Dumps, June 1985:

[ODI](#)

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

Government Publication Date: Jun 1985

SEMS List 8R Archive Sites:

[SEMS ARCHIVE](#)

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. This data includes sites from the List 8R Archived site file.

Government Publication Date: Jan 25, 2023

Comprehensive Environmental Response, Compensation and Liability Information System -

[CERCLIS](#)

CERCLIS:

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

EPA Report on the Status of Open Dumps on Indian Lands:

[IODI](#)

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

CERCLIS - No Further Remedial Action Planned:

[CERCLIS NFRAP](#)

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens:

[CERCLIS LIENS](#)

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA). This database was provided by the United States Environmental Protection Agency (EPA). Refer to SEMS LIEN as the current data source for Superfund Liens.

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action:

[RCRA CORRACTS](#)

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Jan 23, 2023

RCRA non-CORRACTS TSD Facilities:

[RCRA TSD](#)

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste as defined by RCRA.

Government Publication Date: Jan 23, 2023

RCRA Generator List:[RCRA LQG](#)

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Jan 23, 2023

RCRA Small Quantity Generators List:[RCRA SQG](#)

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Jan 23, 2023

RCRA Very Small Quantity Generators List:[RCRA VSQG](#)

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Very Small Quantity Generators (VSQG) generate 100 kilograms or less per month of hazardous waste, or one kilogram or less per month of acutely hazardous waste. Additionally, VSQG may not accumulate more than 1,000 kilograms of hazardous waste at any time.

Government Publication Date: Jan 23, 2023

RCRA Non-Generators:[RCRA NON GEN](#)

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Jan 23, 2023

RCRA Sites with Controls:[RCRA CONTROLS](#)

List of Resource Conservation and Recovery Act (RCRA) facilities with institutional controls in place. RCRA gives the U.S. Environmental Protection Agency (EPA) the authority to control hazardous waste from the "cradle-to-grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also set forth a framework for the management of non-hazardous solid wastes. The 1986 amendments to RCRA enabled EPA to address environmental problems that could result from underground tanks storing petroleum and other hazardous substances.

Government Publication Date: Jan 23, 2023

Federal Engineering Controls-ECs:[FED ENG](#)

This list of Engineering controls (ECs) is provided by the United States Environmental Protection Agency (EPA). ECs encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. The EC listing includes remedy component data from Superfund decision documents issued in fiscal years 1982-2020 for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Feb 23, 2023

Federal Institutional Controls- ICs:[FED INST](#)

This list of Institutional controls (ICs) is provided by the United States Environmental Protection Agency (EPA). ICs are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site. The IC listing includes remedy component data from Superfund decision documents issued in fiscal years 1982-2020 for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Feb 23, 2023

Land Use Control Information System:

LUCIS

The LUCIS database is maintained by the U.S. Department of the Navy and contains information for former Base Realignment and Closure (BRAC) properties across the United States.

Government Publication Date: Sep 1, 2006

Institutional Control Boundaries at NPL sites:

NPL IC

Boundaries of Institutional Control areas at sites on the United States Environmental Protection Agency (EPA)'s National Priorities List, or Proposed or Deleted, made available by the EPA's Shared Enterprise Geodata and Services (SEGS). United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy.

Government Publication Date: Jan 25, 2023

Emergency Response Notification System:

ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System:

ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System:

ERNS

Database of oil and hazardous substances spill reports made available by the United States Coast Guard National Response Center (NRC). The NRC fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. These data contain initial incident data that has not been validated or investigated by a federal/state response agency.

Government Publication Date: Jan 16, 2023

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database:

FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This data is provided by the United States Environmental Protection Agency (EPA) and includes Brownfield sites from the Cleanups in My Community (CIMC) web application.

Government Publication Date: Sep 13, 2022

FEMA Underground Storage Tank Listing:

FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Dec 31, 2017

Facility Response Plan:

FRP

This listing contains facilities that have submitted Facility Response Plans (FRPs) to the U.S. Environmental Protection Agency (EPA). Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit FRPs. Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments. This listing includes FRP facilities from an applicable EPA FOIA file and Homeland Infrastructure Foundation-Level Data (HIFLD) data file.

Government Publication Date: Aug 8, 2022

Delisted Facility Response Plans:

DELISTED FRP

Facilities that once appeared in - and have since been removed from - the list of facilities that have submitted Facility Response Plans (FRP) to EPA. Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit Facility Response Plans (FRPs). Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments.

Government Publication Date: Aug 8, 2022

Historical Gas Stations:[HIST GAS STATIONS](#)

This historic directory of service stations is provided by the Cities Service Company. The directory includes Cities Service filling stations that were located throughout the United States in 1930.

Government Publication Date: Jul 1, 1930

Petroleum Refineries:[REFN](#)

List of petroleum refineries from the U.S. Energy Information Administration (EIA) Refinery Capacity Report. Includes operating and idle petroleum refineries (including new refineries under construction) and refineries shut down during the previous year located in the 50 States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and other U.S. possessions. Survey locations adjusted using public data.

Government Publication Date: Aug 30, 2022

Petroleum Product and Crude Oil Rail Terminals:[BULK TERMINAL](#)

List of petroleum product and crude oil rail terminals made available by the U.S. Energy Information Administration (EIA). Includes operable bulk petroleum product terminals located in the 50 States and the District of Columbia with a total bulk shell storage capacity of 50,000 barrels or more, and/or the ability to receive volumes from tanker, barge, or pipeline; also rail terminals handling the loading and unloading of crude oil that were active between 2017 and 2018. Petroleum product terminals comes from the EIA-815 Bulk Terminal and Blender Report, which includes working, shell in operation, and shell idle for several major product groupings. Survey locations adjusted using public data.

Government Publication Date: Jun 29, 2022

LIEN on Property:[SEMS LIEN](#)

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) provides Lien details on applicable properties, such as the Superfund lien on property activity, the lien property information, and the parties associated with the lien.

Government Publication Date: Jan 25, 2023

Superfund Decision Documents:[SUPERFUND ROD](#)

This database contains a list of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include completed Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD) for active and archived sites stored in the Superfund Enterprise Management System (SEMS), along with other associated memos and files. This information is maintained and made available by the U.S. Environmental Protection Agency.

Government Publication Date: Mar 23, 2023

Formerly Utilized Sites Remedial Action Program:[DOE FUSRAP](#)

The U.S. Department of Energy (DOE) established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from the Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations. The DOE Office of Legacy Management (LM) established long-term surveillance and maintenance (LTS&M) requirements for remediated FUSRAP sites. DOE evaluates the final site conditions of a remediated site on the basis of risk for different future uses. DOE then confirms that LTS&M requirements will maintain protectiveness.

Government Publication Date: Mar 4, 2017

State**Methane Gas Study Sites:**[LANDFILL METHANE](#)

This Investigation of Methane Gas Hazards report was prepared by the Denver Office of Emergency Preparedness in 1981. The purpose of this study was to assess the actual and potential generation, migration, explosive and related problems associated with specified landfills, and to identify existing and potential problems, suggested strategies to prevent, abate, and control such problems and recommend investigative and monitoring functions as may be deemed necessary. The Colorado Department of Health selected eight landfills as priorities due to population density and potential hazards to population and property.

Government Publication Date: Jan 2, 1981

Environmental Covenants and Use Restrictions:[COVENANTS](#)

Boundaries of environmental covenant/environmental use restriction sites made available by the Colorado Department of Public Health & Environment (CDPHE). CDPHE has the authority to approve requests to restrict the future use of a property using an enforceable agreement called an environmental covenant. Land use restrictions may be used to ensure the cleanup remedy adequately protects human health and the environment when a contaminated site isn't cleaned up completely.

Government Publication Date: Apr 20, 2023

Superfund National Priorities List and Natural Resource Damages sites:

SUPERFUND NRD

Boundaries of Superfund National Priorities List sites and Natural Resource Damages sites in Colorado made available by the Colorado Department of Public Health and Environment (CDPHE).

Government Publication Date: Mar 29, 2023

Superfund Sites:

SHWS

A list of Superfund sites in Colorado made available by the Colorado Department of Public Health and Environment (CDPHE). In Colorado, the cleanup of Superfund sites is overseen by the CDPHE or the Environmental Protection Agency (EPA). This list includes active Superfund sites, deleted sites, proposed sites, and natural resource damage sites.

Government Publication Date: Jun 29, 2022

Delisted Superfund Sites:

DELISTED SHWS

Sites which once appeared on - but have since been removed from - the list of Superfund sites in Colorado made available by the Colorado Department of Public Health and Environment (CDPHE). In Colorado, the cleanup of Superfund sites is overseen by the CDPHE or the Environmental Protection Agency (EPA).

Government Publication Date: Jun 29, 2022

Solid Waste Facilities and Landfills:

SWF/LF

The Colorado Department of Public Health and Environment (CDPHE) regulates the management and disposal of solid waste and landfill facilities. This data is provided by the CDPHE's Hazardous Materials and Waste Management Division's Solid Waste Report and the Environmental Sites Search Map Application.

Government Publication Date: Nov 4, 2022

Historical Solid Waste (Closed or Abandoned Landfills):

HIST LF

In the early 1980s the Hazardous Materials Waste Management Division of the Colorado Department of Public Health and Environment (CDPHE) conducted a survey of staff members and local agencies. The information gathered was compiled in 1984 for sites that were known or thought to have waste issues. The information is not complete and generally not very definitive or verifiable. This data became the Solid Waste Historical Data. The data is not maintained and has not been since the late 1980s.

Government Publication Date: 1984

Tri-County Historic Landfills:

HIST LANDFILLS

A list of historical landfills made available by the Tri-County Health Department (TCHD). The TCHD serves Adams, Arapahoe, and Douglas Counties.

Government Publication Date: Jun 1, 2022

Registered Recycling Facilities:

RECYCLING

This list of registered recycling facilities in Colorado is maintained by the Colorado Department of Public Health & Environment (CDPHE). This list includes primarily processing facilities for recyclable materials, such as material recovery facilities, industrial recycling operations, and recyclable material end user sites. Collection centers/drop-off locations are not included unless the site is also processing recyclable materials (separating, sorting, dismantling, grinding, baling, etc.).

Government Publication Date: Mar 13, 2023

Leaking Storage Tanks:

LST

A list of leaking storage tank locations from the Colorado Storage Tank Information System (COSTIS) database, including those which have applied for reimbursement from the Petroleum Storage Tank Fund. This list is made available by the Division of Oil and Public Safety (OPS) of the Colorado Department of Labor and Employment (CDLE) and includes data compiled from applicable FOIA files, COSTIS files and other OPS datasets. Classified military tanks are excluded from this data.

Government Publication Date: Feb 1, 2023

LUST Trust Sites:

LUST TRUST

The Division of Oil and Public Safety of the Colorado Department of Labor and Employment (CDLE) manages a Petroleum Storage Tank Fund (The Fund) that receives and processes applications to the Fund for reimbursement of costs related to assessment and cleanup of petroleum contaminated sites. Classified military tanks are excluded from this data.

Government Publication Date: Feb 1, 2023

Delisted Leaking Storage Tanks:

DELISTED LST

This database contains a list of leaking storage tank sites and their Funds for reimbursement of costs related to assessment and cleanup that were removed from the Colorado Department of Labor and Employment (CDLE) database.

Government Publication Date: Feb 1, 2023

Underground Storage Tanks:

UST

A list of underground storage tanks from the Colorado Storage Tank Information System (COSTIS) database. This database is made available by the Division of Oil and Public Safety (OPS) of the Colorado Department of Labor and Employment (CDLE). Data is compiled from applicable FOIA files, COSTIS files and other OPS datasets. Classified military tanks are excluded from this data.

Government Publication Date: Feb 1, 2023

Aboveground Storage Tanks:

AST

A list of aboveground storage tanks from the Colorado Storage Tank Information System (COSTIS) database. This list is made available by the Division of Oil and Public Safety (OPS) of the Colorado Department of Labor and Employment (CDLE). Data is compiled from applicable FOIA files, COSTIS files and other OPS datasets. Classified military tanks are excluded from this data.

Government Publication Date: Feb 1, 2023

Storage Tank Information System (COSTIS):

TANKS

This storage tank listing is provided by the Colorado Department of Labor and Employment, Division of Oil and Public Safety (OPS). The OPS manages the Colorado Storage Tank Information System (COSTIS) database which stores information on these facilities. This tank data includes facilities with liquefied petroleum gas, liquefied natural gas, and compressed natural gas tanks which are not classified as either underground storage tanks or aboveground storage tanks. Data is compiled from applicable FOIA files, COSTIS files and other OPS datasets. Classified military tanks are excluded from this data.

Government Publication Date: Feb 1, 2023

Delisted Storage Tanks:

DTNK

This database contains a list of closed storage tank sites that were removed from the Division of Oil and Public Safety of the Colorado Department of Labor and Employment (CDLE) Tank Information System.

Government Publication Date: Feb 1, 2023

Environmental Covenants and Environmental Use Restrictions List:

AUL

The Colorado Department of Public Health and Environment (CDPHE) maintains a list of sites that have environmental covenants and use restrictions in place. Land use restrictions may be used to ensure the cleanup remedy adequately protects human health and the environment when a contaminated site is not cleaned up completely.

Government Publication Date: Apr 20, 2023

Voluntary Cleanup and Redevelopment Program Sites:

VCP

The Voluntary Cleanup and Redevelopment Program (VCUP) of the Colorado Department of Public Health and Environment (CDPHE) was created in 1994 with the objective to facilitate the redevelopment and transfer of contaminated properties. This VCUP site listing includes applicable active and inactive sites from the CDPHE Voluntary Cleanup Open Records data file and map layer.

Government Publication Date: Mar 20, 2023

Brownfield Sites:

BROWNFIELDS

A list of Brownfields Program sites from the Hazardous Materials and Waste Management Division and the Colorado Environmental Records Search Interactive Map made available by the Colorado Department of Public Health and Environment (CDPHE). Sites which go untouched because of their real or perceived contamination can be rehabilitated using the CDPHE Brownfields Program.

Government Publication Date: Apr 3, 2023

Tribal**Leaking Underground Storage Tanks on Tribal/Indian Lands:**

INDIAN LUST

This list of leaking underground storage tanks (LUSTs) on Tribal/Indian Lands in Region 8, which includes Colorado, is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Nov 23, 2022

Underground Storage Tanks on Tribal/Indian Lands:

INDIAN UST

This list of underground storage tanks (USTs) on Tribal/Indian Lands in Region 8, which includes Colorado, is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Nov 23, 2022

Delisted Tribal Leaking Storage Tanks:

DELISTED INDIAN LST

Leaking Underground Storage Tank (LUST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian LUST lists made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Apr 20, 2023

Delisted Tribal Underground Storage Tanks:

DELISTED INDIAN UST

Underground Storage Tank (UST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian UST lists made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Apr 20, 2023

County

No County databases were selected to be included in the search.

Additional Environmental Record Sources**Federal****Facility Registry Service/Facility Index:**

FINDS/FRS

The Facility Registry Service (FRS) is a centrally managed database that identifies facilities, sites, or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, and data collected from EPA's Central Data Exchange registrations and data management personnel. This list is made available by the Environmental Protection Agency (US EPA).

Government Publication Date: Aug 18, 2022

Toxics Release Inventory (TRI) Program:

TRIS

The U.S. Environmental Protection Agency's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of toxic chemicals from U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. There are currently 770 individually listed chemicals and 33 chemical categories covered by the TRI Program. Facilities that manufacture, process or otherwise use these chemicals in amounts above established levels must submit annual reporting forms for each chemical. Note that the TRI chemical list does not include all toxic chemicals used in the U.S. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment.

Government Publication Date: Oct 19, 2022

PFOA/PFOS Contaminated Sites:

PFAS NPL

List of National Priorities List (NPL) and related Superfund Alternative Agreement (SAA) sites where PFOA or PFOS contaminants have been found in water and/or soil. The site listing is provided by the Federal Environmental Protection Agency (EPA).

Government Publication Date: Dec 28, 2022

Federal Agency Locations with Known or Suspected PFAS Detections:

PFAS FED SITES

List of Federal agency locations with known or suspected detections of Per- and Polyfluoroalkyl Substances (PFAS), made available by the U.S. Environmental Protection Agency (EPA) in their PFAS Analytic Tools data. EPA outlines that these data are gathered from several federal entities, such as the Federal Superfund program, Department of Defense (DOD), National Aeronautics and Space Administration, Department of Transportation, and Department of Energy. Sites on this list do not necessarily reflect the source/s of contamination and detections do not indicate level of risk or human exposure at the site. Agricultural notifications in this data are limited to DOD sites only. At this time, the EPA is aware that this list is not comprehensive of all Federal agencies.

Government Publication Date: Jun 30, 2022

SSEHRI PFAS Contamination Sites:

PFAS SSEHRI

This PFAS Contamination Site Tracker database is compiled by the Social Science Environmental Health Research Institute (SSEHRI) at Northeastern University. According to the SSEHRI, the database records qualitative and quantitative data from each known site of PFAS contamination, including timeline of discovery, sources, levels, health impacts, community response, and government response. The goal of this database is to compile information and support public understanding of the rapidly unfolding issue of PFAS contamination. All data presented was extracted from government websites, news articles, or publicly available documents, and this is cited in the tracker. Disclaimer: The source conveys this database undergoes regular updates as new information becomes available, some sites may be missing and/or contain information that is incorrect or outdated, as well as their information represents all contamination sites SSEHRI is aware of, not all possible contamination sites. This data is not intended to be used for legal purposes. Limited location details are available with this data. Access the following for the most current informations <https://pfasproject.com/pfas-contamination-site-tracker/>

National Response Center PFAS Spills:

[ERNS PFAS](#)

National Response Center (NRC) calls from 1990 to the most recent complete calendar year where there is indication of Aqueous Film Forming Foam (AFFF) usage. NRC calls may reference AFFF usage in the "Material Involved" or "Incident Description" fields. Data made available by the US Environmental Protection Agency (EPA). Disclaimer: dataset may include initial or misidentified incident data not yet validated or investigated by a federal/state response agency.

Government Publication Date: Feb 23, 2022

PFAS NPDES Discharge Monitoring:

[PFAS NPDES](#)

This list of National Pollutant Discharge Elimination System (NPDES) permitted facilities with required monitoring for Per- and Polyfluoroalkyl (PFAS) Substances is made available via the U.S. Environmental Protection Agency (EPA)'s PFAS Analytic Tools. Any point-source wastewater discharger to waters of the United States must have a NPDES permit, which defines a set of parameters for pollutants and monitoring to ensure that the discharge does not degrade water quality or impair human health. This list includes NPDES permitted facilities associated with permits that monitor for Per- and Polyfluoroalkyl Substances (PFAS), limited to the years 2007 - present. EPA further advises the following regarding these data: currently, fewer than half of states have required PFAS monitoring for at least one of their permittees, and fewer states have established PFAS effluent limits for permittees. For states that may have required monitoring, some reporting and data transfer issues may exist on a state-by-state basis.

Government Publication Date: Feb 19, 2023

Perfluorinated Alkyl Substances (PFAS) from Toxic Release Inventory:

[PFAS TRI](#)

List of Toxics Release Inventory (TRI) facilities at which the reported chemical is a Per- or polyfluorinated alkyl substance (PFAS) included in the Environmental Protection Agency (EPA)'s consolidated PFAS Master List of PFAS Substances. The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment.

Government Publication Date: Aug 24, 2021

Perfluorinated Alkyl Substances (PFAS) Water Quality:

[PFAS WATER](#)

The Water Quality Portal (WQP) is a cooperative service sponsored by the United States Geological Survey (USGS), the Environmental Protection Agency (EPA), and the National Water Quality Monitoring Council (NWQMC). This listing includes records from the Water Quality Portal where the characteristic (environmental measurement) is in the Environmental Protection Agency (EPA)'s consolidated Master List of PFAS Substances.

Government Publication Date: Jul 20, 2020

PFAS TSCA Manufacture and Import Facilities:

[PFAS TSCA](#)

The U.S. Environmental Protection Agency (EPA) issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. This list is specific only to TSCA Manufacture and Import Facilities with reported per- and poly-fluoroalkyl (PFAS) substances. Data file is sourced from EPA's PFAS Analytic Tools TSCA dataset which includes CDR/Inventory Update Reporting data from 1998 up to 2020. Disclaimer: This data file includes production and importation data for chemicals identified in EPA's CompTox Chemicals Dashboard list of PFAS without explicit structures and list of PFAS structures in DSSTox. Note that some regulations have specific chemical structure requirements that define PFAS differently than the lists in EPA's CompTox Chemicals Dashboard. Reporting information on manufactured or imported chemical substance amounts should not be compared between facilities, as some companies claim Chemical Data Reporting Rule data fields for PFAS information as Confidential Business Information.

Government Publication Date: Jan 5, 2023

PFAS Waste Transfers from RCRA e-Manifest :

[PFAS E-MANIFEST](#)

This Per- and Poly-Fluoroalkyl Substances (PFAS) Waste Transfers dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. Every shipment of hazardous waste in the U.S. must be accompanied by a shipment manifest, which is a critical component of the cradle-to-grave tracking of wastes mandated by the Resource Conservation and Recovery Act (RCRA). According to the EPA, currently no Federal Waste Code exists for any PFAS compounds. To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: • PFAS • PFOA • PFOS • PERFL • AFFF • GENX • GEN-X (plus the Vermont state-specific waste codes). Limitations: Amount or concentration of PFAS being transferred cannot be determined from the manifest information. Keyword searches may misidentify some manifest records that do not contain PFAS. This dataset should also not be considered to be exhaustive of all PFAS waste transfers.

Government Publication Date: Apr 9, 2023

PFAS Industry Sectors:

[PFAS IND](#)

This Per- and Poly-Fluoroalkyl Substances (PFAS) Industry Sectors dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The EPA developed the dataset from various sources that show which industries may be handling PFAS including: EPA's Enforcement and Compliance History Online (ECHO) records restricted to potential PFAS-handling industry sectors; ECHO records for Fire Training Sites identified where fire-fighting foam may have been used in training exercises; and 14 CFR Part 139 Airports compiled from historic and current records from the FAA Airport Data and Information Portal. Since July 2006, all certificated Part 139 Airports are required to have fire-fighting foam onsite that meet certain military specifications, which to date have been fluorinated (Aqueous Film Forming Foam). Limitations: Inclusion in this dataset does not indicate that PFAS are being manufactured, processed, used, or released by the facility. Listed facilities potentially handle PFAS based on their industrial profile, but are unconfirmed by the EPA. Keyword searches in ECHO for Fire Training sites may misidentify some facilities and should not be considered to be an exhaustive list of fire training facilities in the U.S.

Government Publication Date: Apr 16, 2023

Hazardous Materials Information Reporting System:

HMIRS

US DOT - Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Incidents Reports Database taken from Hazmat Intelligence Portal, U.S. Department of Transportation.

Government Publication Date: Sep 1, 2020

National Clandestine Drug Labs:

NCDL

The U.S. Department of Justice ("the Department"), Drug Enforcement Administration (DEA), provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

Government Publication Date: Feb 8, 2023

Toxic Substances Control Act:

TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI).

Government Publication Date: Apr 11, 2019

Hist TSCA:

HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: Dec 31, 2006

FTTS Administrative Case Listing:

FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing:

FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List:

PRP

Early in the site cleanup process, the U.S. Environmental Protection Agency (EPA) conducts a search to find the Potentially Responsible Parties (PRPs). The EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site. This listing contains PRPs, Noticed Parties, at sites in the EPA's Superfund Enterprise Management System (SEMS).

Government Publication Date: Jan 25, 2023

State Coalition for Remediation of Drycleaners Listing:

SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin. Since 2017, the SCRD no longer maintains this data, refer to applicable state source data where available.

Government Publication Date: Nov 08, 2017

Integrated Compliance Information System (ICIS):

ICIS

The U.S. Environmental Protection Agency's Enforcement and Compliance History Online system incorporates data from the Integrated Compliance Information System - National Pollutant Discharge Elimination System (ICIS-NPDES). ICIS-NPDES is an information management system maintained by the Office of Compliance to track permit compliance and enforcement status of facilities regulated by the NPDES under the Clean Water Act. This data includes permit, inspection, violation and enforcement action information for applicable ICIS records.

Government Publication Date: Oct 15, 2022

Drycleaner Facilities:

FED DRYCLEANERS

A list of drycleaner facilities from Enforcement and Compliance History Online (ECHO) data as made available by the U.S. Environmental Protection Agency (EPA), sourced from the ECHO Exporter file. The EPA tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: Dec 11, 2022

Delisted Drycleaner Facilities:

DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: Dec 11, 2022

Formerly Used Defense Sites:

FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DOD) is responsible for an environmental restoration. The FUDS Annual Report to Congress (ARC) is published by the U.S. Army Corps of Engineers (USACE). This data is compiled from the USACE's Geospatial FUDS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) FUDS dataset.

Government Publication Date: Jul 12, 2022

FUDS Munitions Response Sites:

FUDS MRS

Boundaries of Munitions Response Sites (MRS), published with the Formerly Used Defense Sites (FUDS) Annual Report to Congress (ARC) by the U.S. Army Corps of Engineers (USACE). An MRS is a discrete location within a Munitions response area (MRA) that is known to require a munitions response. An MRA means any area on a defense site that is known or suspected to contain unexploded ordnance (UXO), discarded military munitions (DMM), or munitions constituents (MC). This data is compiled from the USACE's Geospatial MRS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) MRS dataset.

Government Publication Date: Jul 12, 2022

Former Military Nike Missile Sites:

FORMER NIKE

This information was taken from report DRXTH-AS-IA-83A016 (Historical Overview of the Nike Missile System, 12/1984) which was performed by Environmental Science and Engineering, Inc. for the U.S. Army Toxic and Hazardous Materials Agency Assessment Division. The Nike system was deployed between 1954 and the mid-1970's. Among the substances used or stored on Nike sites were liquid missile fuel (JP-4); starter fluids (UDKH, aniline, and furfuryl alcohol); oxidizer (IRFNA); hydrocarbons (motor oil, hydraulic fluid, diesel fuel, gasoline, heating oil); solvents (carbon tetrachloride, trichloroethylene, trichloroethane, stoddard solvent); and battery electrolyte. The quantities of material a disposed of and procedures for disposal are not documented in published reports. Virtually all information concerning the potential for contamination at Nike sites is confined to personnel who were assigned to Nike sites. During deactivation most hardware was shipped to depot-level supply points. There were reportedly instances where excess materials were disposed of on or near the site itself at closure. There was reportedly no routine site decontamination.

Government Publication Date: Dec 2, 1984

PHMSA Pipeline Safety Flagged Incidents:

PIPELINE INCIDENT

A list of flagged pipeline incidents made available by the U.S. Department of Transportation (US DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA). PHMSA regulations require incident and accident reports for five different pipeline system types.

Government Publication Date: Mar 31, 2021

Material Licensing Tracking System (MLTS):

MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: May 11, 2021

Historic Material Licensing Tracking System (MLTS) sites:

[HIST MLTS](#)

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File:

[MINES](#)

The Master Index File (MIF) is provided by the United State Department of Labor, Mine Safety and Health Administration (MSHA). This file, which was originally created in the 1970's, contained many Mine-IDs that were invalid. MSHA removes invalid IDs from the MIF upon discovery. MSHA applicable data includes the following: all Coal and Metal/Non-Metal mines under MSHA's jurisdiction since 1/1/1970; mine addresses for all mines in the database except for Abandoned mines prior to 1998 from MSHA's legacy system (addresses may or may not correspond with the physical location of the mine itself); violations that have been assessed penalties as a result of MSHA inspections beginning on 1/1/2000; and violations issued as a result of MSHA inspections conducted beginning on 1/1/2000.

Government Publication Date: Nov 7, 2022

Surface Mining Control and Reclamation Act Sites:

[SMCRA](#)

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by the Office of Surface Mining Reclamation and Enforcement (OSMRE) to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of Abandoned Mine Land (AML) impacts, as well as information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Government Publication Date: Aug 18, 2022

Mineral Resource Data System:

[MRDS](#)

The Mineral Resource Data System (MRDS) is a collection of reports describing metallic and nonmetallic mineral resources throughout the world. Included are deposit name, location, commodity, deposit description, geologic characteristics, production, reserves, resources, and references. This database contains the records previously provided in the Mineral Resource Data System (MRDS) of USGS and the Mineral Availability System/Mineral Industry Locator System (MAS/MILS) originated in the U.S. Bureau of Mines, which is now part of USGS. The USGS has ceased systematic updates of the MRDS database with their focus more recently on deposits of critical minerals while providing a well-documented baseline of historical mine locations from USGS topographic maps.

Government Publication Date: Mar 15, 2016

DOE Legacy Management Sites:

[LM SITES](#)

The U.S. Department of Energy (DOE) Office of Legacy Management (LM) currently manages radioactive and chemical waste, environmental contamination, and hazardous material at over 100 sites across the U.S. The LM manages sites with diverse regulatory drivers (statutes or programs that direct cleanup and management requirements at DOE sites) or as part of internal DOE or congressionally-recognized programs, such as but not limited to: Formerly Utilized Sites Remedial Action Program (FUSRAP), Uranium Mill Tailings Radiation Control Act (UMTRCA Title I, Title II), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Decontamination and Decommissioning (D&D), Nuclear Waste Policy Act (NWPA). This site listing includes data exported from the DOE Office of LM's Geospatial Environmental Mapping System (GEMS). GEMS Data disclaimer: The DOE Office of LM makes no representation or warranty, expressed or implied, regarding the use, accuracy, availability, or completeness of the data presented herein.

Government Publication Date: Dec 1, 2022

Alternative Fueling Stations:

[ALT FUELS](#)

This list of alternative fueling stations is sourced from the Alternative Fuels Data Center (AFDC). The U.S. Department of Energy's Office of Energy Efficiency & Renewable Energy launched the AFDC in 1991 as a repository for alternative fuel vehicle performance data, which provides a wealth of information and data on alternative and renewable fuels, advanced vehicles, fuel-saving strategies, and emerging transportation technologies. The data includes Biodiesel (B20 and above), Compressed Natural Gas (CNG), Electric, Ethanol (E85), Hydrogen, Liquefied Natural Gas (LNG), Propane (LPG), and Renewable Diesel (R20 and above) fuel type locations.

Government Publication Date: Mar 23, 2023

Superfunds Consent Decrees:

[CONSENT DECREES](#)

This list of Superfund consent decrees is provided by the Department of Justice, Environment & Natural Resources Division (ENRD) through a Freedom of Information Act (FOIA) applicable file. This listing includes Consent Decrees for CERCLA or Superfund Sites filed and/or as proposed within the ENRD's Case Management System (CMS) since 2010. CMS may not reflect the latest developments in a case nor can the agency guarantee the accuracy of the data. ENRD Disclaimer: Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA; response is limited to those records that are subject to the requirements of the FOIA; however, this should not be taken as an indication that excluded records do, or do not, exist.

Government Publication Date: Apr 19, 2023

Air Facility System:

[AFS](#)

This EPA retired Air Facility System (AFS) dataset contains emissions, compliance, and enforcement data on stationary sources of air pollution. Regulated sources cover a wide spectrum; from large industrial facilities to relatively small operations such as dry cleaners. AFS does not contain data on facilities that are solely asbestos demolition and/or renovation contractors, or landfills. ECHO Clean Air Act data from AFS are frozen and reflect data as of October 17, 2014; the EPA retired this system for Clean Air Act stationary sources and transitioned to ICIS-Air.

Government Publication Date: Oct 17, 2014

Registered Pesticide Establishments:

[SSTS](#)

List of active EPA-registered foreign and domestic pesticide-producing and device-producing establishments based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that facilities producing pesticides, active ingredients, or devices be registered. The list of establishments is made available by the EPA.

Government Publication Date: Mar 30, 2022

Polychlorinated Biphenyl (PCB) Transformers:

[PCBT](#)

Locations of Transformers Containing Polychlorinated Biphenyls (PCBs) registered with the United States Environmental Protection Agency. PCB transformer owners must register their transformer(s) with EPA. Although not required, PCB transformer owners who have removed and properly disposed of a registered PCB transformer may notify EPA to have their PCB transformer de-registered. Data made available by EPA.

Government Publication Date: Oct 15, 2019

Polychlorinated Biphenyl (PCB) Notifiers:

[PCB](#)

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: Nov 3, 2022

State

Spills:

[SPILLS](#)

A list of hazardous material spills and releases (including Meth Labs) that were reported to the Colorado Department of Public Health and Environment (CDPHE).

Government Publication Date: Apr 8, 2022

Colorado Oil and Gas Conservation Commission Spills:

[OG SPILLS](#)

A list of spills made available by the Colorado Oil and Gas Conservation Commission (COGCC).

Government Publication Date: Mar 15, 2023

Dry Cleaning Facilities:

[DRYCLEANERS](#)

A list of dry cleaners provided by the Colorado Department of Public Health and Environment (CDPHE) Hazardous Waste Compliance Assurance Unit and Stationary Sources Program.

Government Publication Date: Mar 14, 2023

Delisted Dry Cleaning Facilities:

[DELISTED DRYCLEANERS](#)

List of sites removed from the drycleaners database made available by the Department of Public Health & Environment.

Government Publication Date: Mar 14, 2023

Air Pollution Control Division Permitted Facilities:

[AIR PERMITS](#)

This list of Air Pollution Control Division Permitted Facilities is maintained by the Colorado Department of Public Health and Environment. The Stationary Sources Program evaluates and develops air permits for stationary sources in Colorado. The program inspects sources to determine compliance with air regulations and permit conditions and maintains an inventory of air pollution emissions throughout the state.

Per- and Polyfluoroalkyl Substances (PFAS):

PFAS

A list of facilities that reported storing or using AFFF or Class B firefighting foam, other PFAS chemicals, have reported PFAS passthrough, or have detectable limits of PFAS in their discharge.

Government Publication Date: Dec 8, 2020

Asbestos Abatement and Demolition Projects:

ASBESTOS

A list of Asbestos Abatement and Demolition Projects made available by the Colorado Department of Public Health and Environment (CDPHE), Air Pollution Control Division.

Government Publication Date: Dec 28, 2017

Hazardous Waste Sites- Generator:

HAZ GEN

A list of hazardous waste generators. This list is made available by the Colorado Department of Public Health and Environment (CDPHE).

Government Publication Date: Jun 30, 2003

Permitted Facilities Listing:

PDES

A list of permitted facilities tracked by the Water Quality Control Division of the Department of Public Health & Environment (DPHE). This list is the state version of the NPDES (National Pollution Discharge Elimination System).

Government Publication Date: Mar 1, 2023

Hazardous Waste Sites- Treatment, Storage & Disposal:

HAZ TSD

A list of facilities that treat, store, dispose, or recycle hazardous waste on-site. This list is made available by the Colorado Department of Public Health and Environment (CDPHE).

Government Publication Date: Jun 30, 2003

Hazardous Waste Sites- Corrective Action:

HAZ CORRACT

A list of hazardous waste generators with corrective actions. This list is made available by the Colorado Department of Public Health and Environment (CDPHE).

Government Publication Date: Jun 30, 2003

Uranium Mill Tailings Sites:

UMTRA

This list of former uranium mill sites in Colorado, with cleanup authorized by the Uranium Mill Tailings Remedial Action (UMTRA) program, was provided by the Colorado Department of Public Health and Environment. Because much of the cleanup is complete, the focus has shifted to primarily "Post-UMTRA issues," or the discovery of new uranium mill tailings material by private citizens, utility companies or local governments.

Government Publication Date: Sep 26, 2022

Tribal

No Tribal additional environmental record sources available for this State.

County

No County additional environmental databases were selected to be included in the search.

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

APPENDIX B - 1



Property Information

Order Number:	23052400896p
Date Completed:	May 25, 2023
Project Number:	ESA-BC-23140
Project Property:	R0023264 Kings Crown Road, Woodland Park CO 80863 Woodland Park Woodland Park CO 80863
Coordinates:	
Latitude:	38.98443838
Longitude:	-105.03532589
UTM Northing:	4315050.28931 Meters
UTM Easting:	496940.399098 Meters
UTM Zone:	UTM Zone 13S
Elevation:	8,604.27 ft
Slope Direction:	N

Topographic Information.....	2
Hydrologic Information.....	4
Geologic Information.....	7
Soil Information.....	9
Wells and Additional Sources.....	16
Summary.....	17
Detail Report.....	22
Radon Information.....	229
Appendix.....	230
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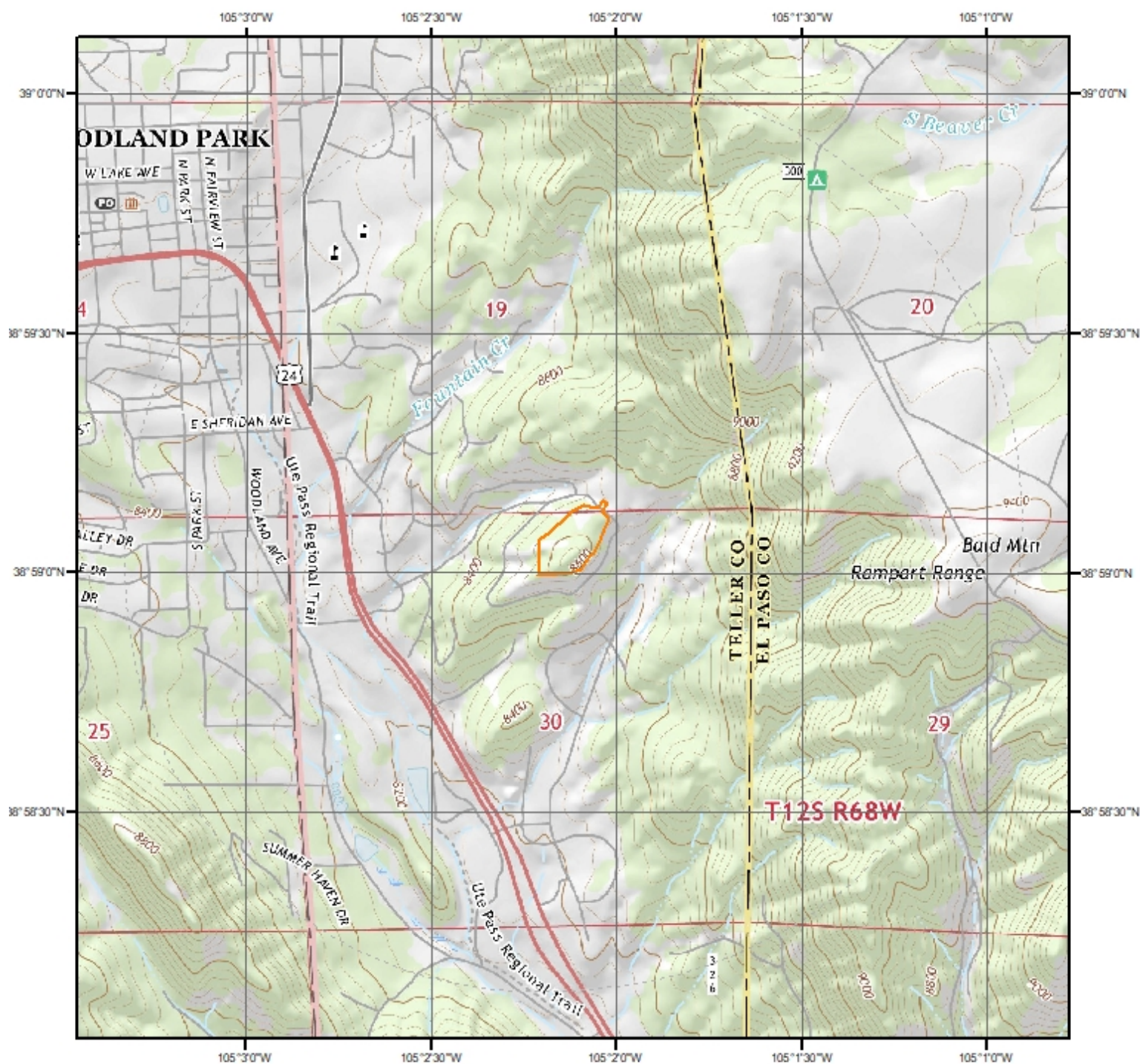
The ERIS **Physical Setting Report - PSR** provides comprehensive information about the physical setting around a site and includes a complete overview of topography and surface topology, in addition to hydrologic, geologic and soil characteristics. The location and detailed attributes of oil and gas wells, water wells, public water systems and radon are also included for review.

The compilation of both physical characteristics of a site and additional attribute data is useful in assessing the impact of migration of contaminants and subsequent impact on soils and groundwater.

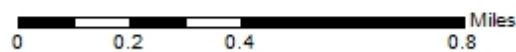
Disclaimer

This Report does not provide a full environmental evaluation for the site or adjacent properties. Please see the terms and disclaimer at the end of the Report for greater detail.

Topographic Information



Current USGS Topo (2019)



Quadrangle(s): Woodland Park, CO; Mount Deception, CO

Source: USGS 7.5 Minute Topographic Map

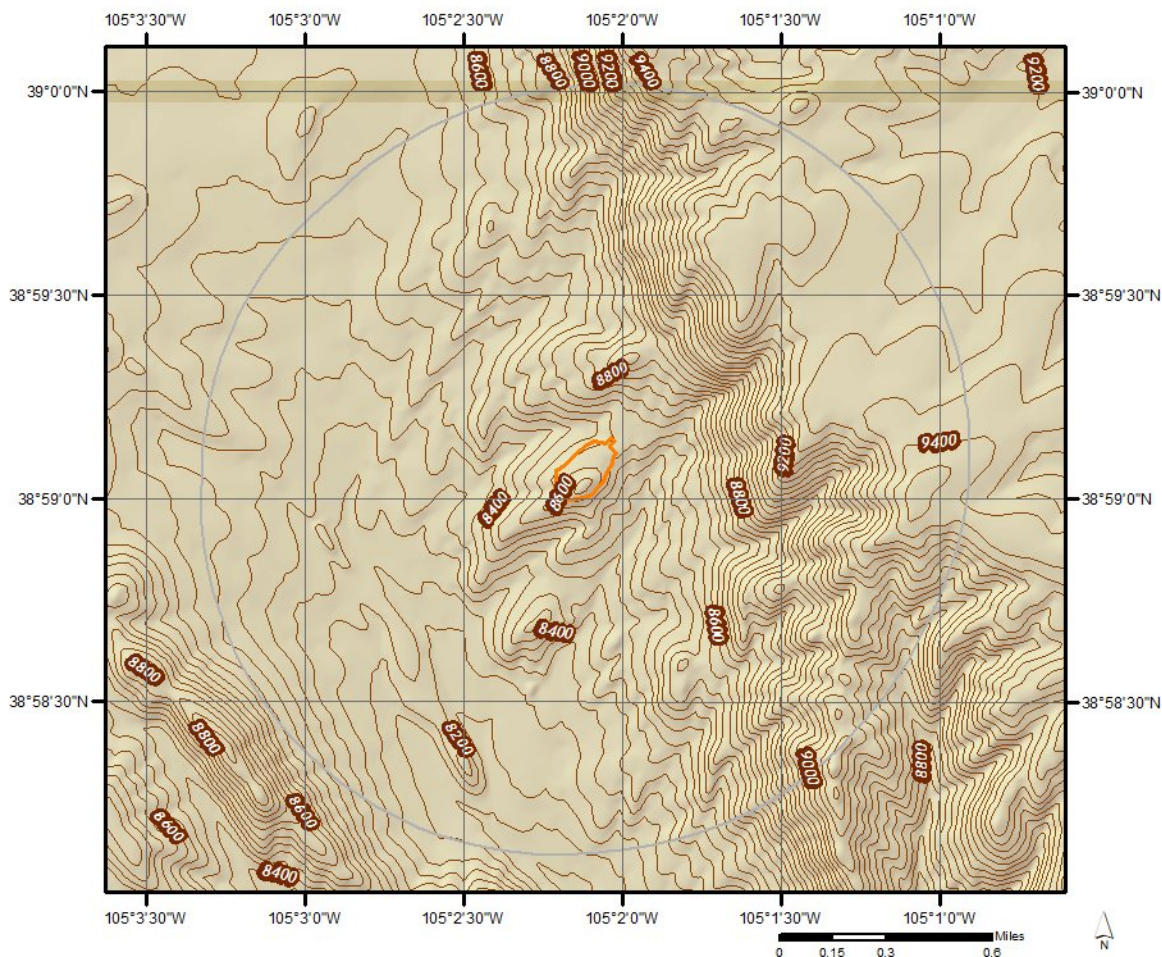


Topographic Information

The previous topographic map(s) are created by seamlessly merging and cutting current USGS topographic data. Below are shaded relief map(s), derived from USGS elevation data to show surrounding topography in further detail.

Topographic information at project property:

Elevation: 8,604.27 ft
Slope Direction: N



Hydrologic Information

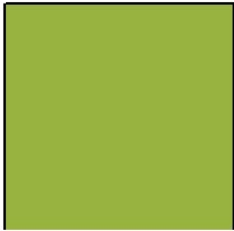
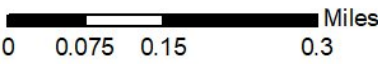


Wetland

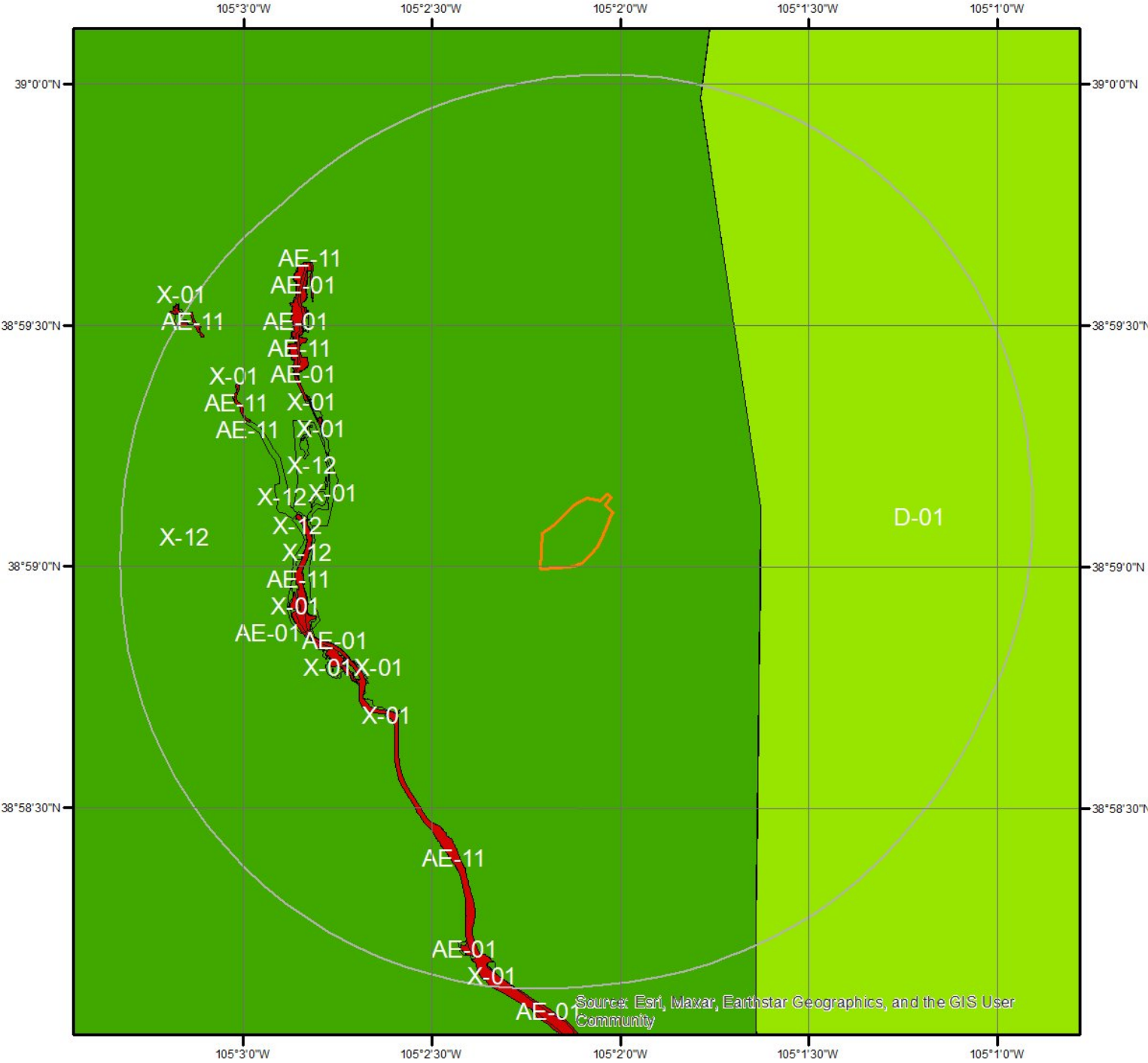
This map shows wetland existence using data from US Fish & Wildlife. Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland

- Freshwater Pond
- Lake
- Other
- Riverine



Hydrologic Information



Flood Hazard Zones

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

- | | | |
|-----|----|-------------------|
| A | AO | X |
| A99 | V | OPEN WATER |
| AE | VE | NOT POPULATED |
| AH | D | AREA NOT INCLUDED |

Quadrangle(s):
Deception,CO

Woodland Park,CO; Mount



Hydrologic Information

The Wetland Type map shows wetland existence overlaid on an aerial imagery. The Flood Hazard Zones map shows FEMA flood hazard zones overlaid on an aerial imagery. Relevant FIRM panels and detailed zone information is provided below. For detailed Zone descriptions please click the link: <https://floodadvocate.com/fema-zone-definitions>

Available FIRM Panels in area:	08041C0250G(effective:2018-12-07) 08041C0475G(effective:2018-12-07) 08041C0458G(effective:2018-12-07) 08119C0207D(effective:2009-09-25) 08119C0208D(effective:2009-09-25) 08119C0206D(effective:2009-09-25) 08119C0145D(effective:2009-09-25) 08119C0143D(effective:2009-09-25)
--------------------------------	--

Flood Zone AE-01

Zone:	AE
Zone subtype:	

Flood Zone AE-11

Zone:	AE
Zone subtype:	FLOODWAY

Flood Zone D-01

Zone:	D
Zone subtype:	

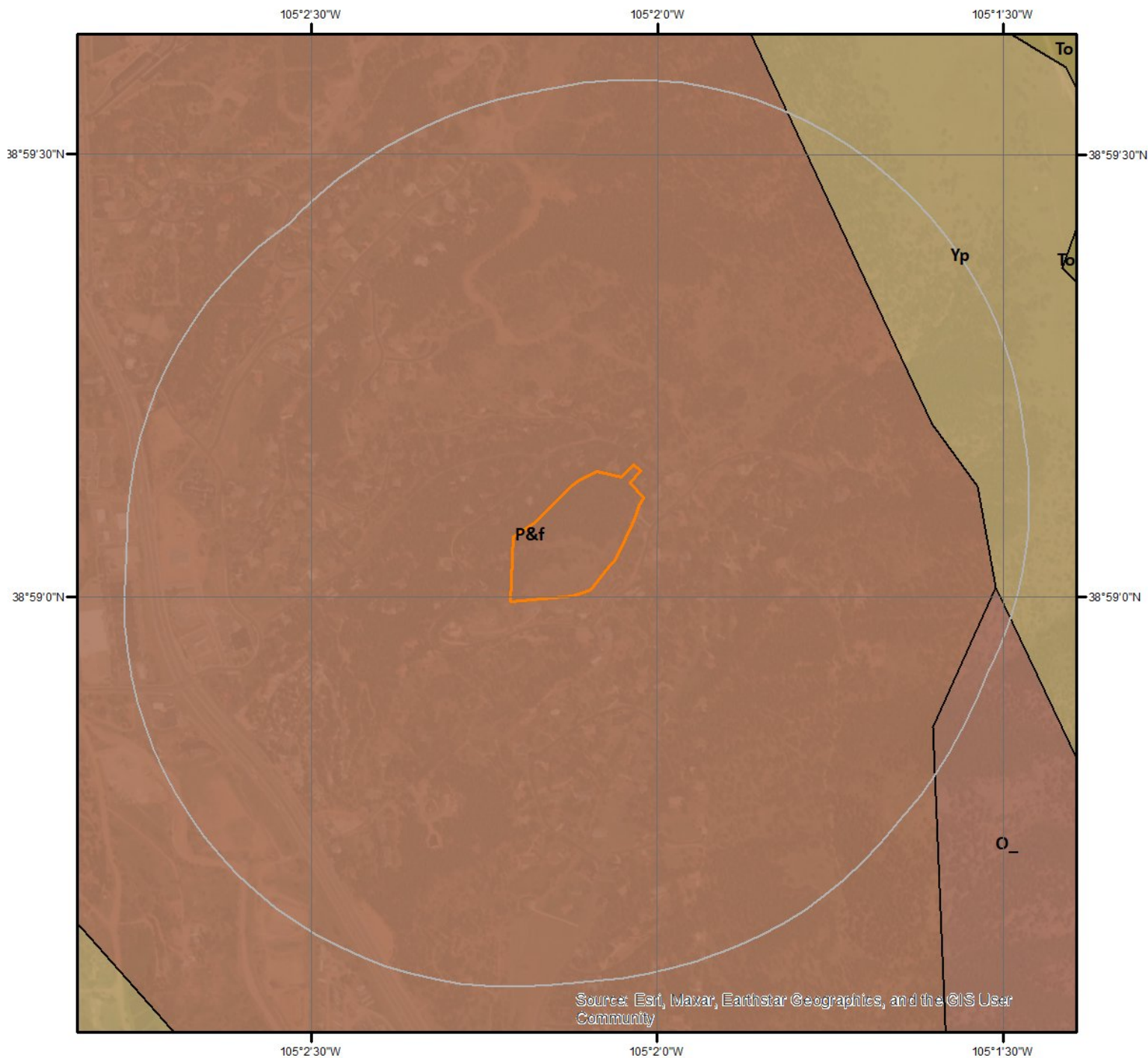
Flood Zone X-01

Zone:	X
Zone subtype:	0.2 PCT ANNUAL CHANCE FLOOD HAZARD

Flood Zone X-12

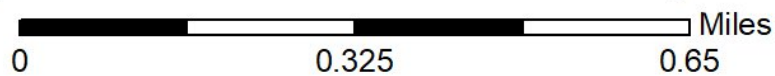
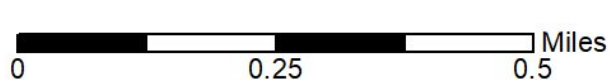
Zone:	X
Zone subtype:	AREA OF MINIMAL FLOOD HAZARD

Geologic Information



Geologic Units

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



Geologic Information

The previous page shows USGS geology information. Detailed information about each unit is provided below.

Geologic Unit Yp

Unit Name:	Rocks of Pikes Peak Batholith (1000-m.y. age group)
Unit Age:	Proterozoic Mesoproterozoic
Primary Rock Type:	granite
Secondary Rock Type:	granodiorite
Unit Description:	Includes Pikes Peak, Mount Rosa, Windy Point, and Redskin Granites and unnamed rocks

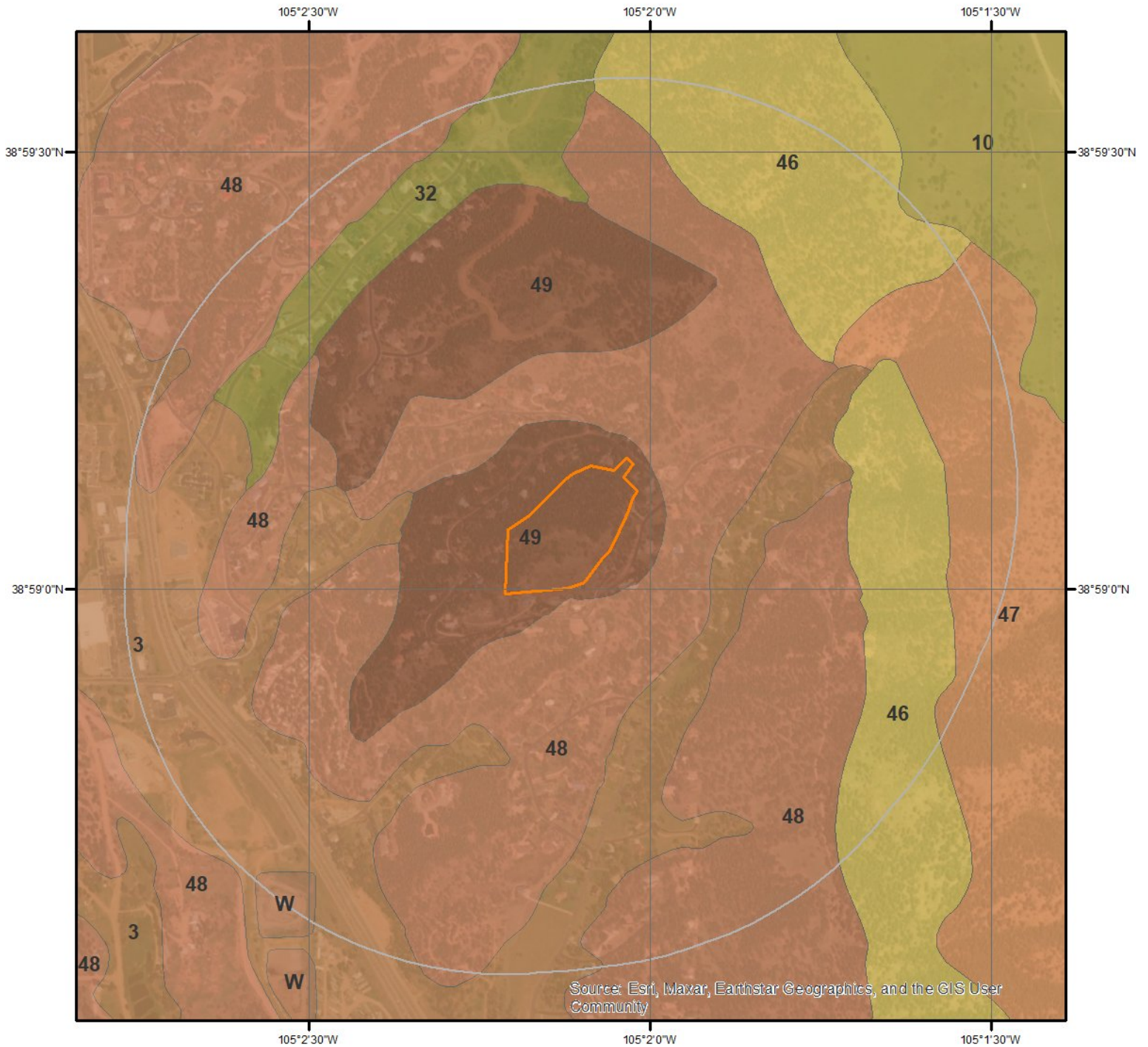
Geologic Unit P&f

Unit Name:	Fountain Fm
Unit Age:	Phanerozoic Paleozoic Carboniferous Pennsylvanian Permian
Primary Rock Type:	sandstone
Secondary Rock Type:	conglomerate
Unit Description:	Arkosic sandstone and conglomerate

Geologic Unit O_

Unit Name:	Manitou Limestone and Sawatch Quartzite in Southern Front Range and Wet Mountains. One or more Ordovician Fms (Fremont Limestone, Harding Sandstone, and Manitou Dolomite), Dotsero Fm, Peerless Fm, and Sawatch Quartzite in west-ce
Unit Age:	Phanerozoic Paleozoic Cambrian Ordovician
Primary Rock Type:	limestone
Secondary Rock Type:	dolostone (dolomite)
Unit Description:	Dotsero Fm: Dolomite, in White River plateau only. Peerless Fm: sandstone and dolomite.

Soil Information



SSURGO Soils

This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.



Soil Information

The previous page shows a soil map using SSURGO data from USDA Natural Resources Conservation Service. Detailed information about each unit is provided below.

Map Unit 10 (19.0%)

Map Unit Name:	Condie coarse sandy loam, 2 to 15 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	C - Soils in this group have moderately high runoff potential when thoroughly wet. Water transmission through the soil is somewhat restricted.

Major components are printed below

Condie(80%)	
horizon Oe(0cm to 5cm)	Moderately decomposed plant material
horizon A1(5cm to 15cm)	Coarse sandy loam
horizon A2(15cm to 25cm)	Coarse sandy loam
horizon E(25cm to 51cm)	Very gravelly coarse sandy loam
horizon E/B(51cm to 81cm)	Very gravelly coarse sandy loam
horizon Bt1(81cm to 107cm)	Extremely gravelly sandy clay loam
horizon Bt2(107cm to 157cm)	Extremely gravelly coarse sandy loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 10 - Condie coarse sandy loam, 2 to 15 percent slopes

Component: Condie (80%)

The Condie component makes up 80 percent of the map unit. Slopes are 2 to 15 percent. This component is on mountain slopes, mountains. The parent material consists of weathered from granite. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is very low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 85 percent. Below this thin organic horizon the organic matter content is about 2 percent. Nonirrigated land capability classification is 6e. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface.

Component: Aquolls (10%)

Generated brief soil descriptions are created for major components. The Aquolls soil is a minor component.

Component: Sphinx (10%)

Generated brief soil descriptions are created for major components. The Sphinx soil is a minor component.

Map Unit 3 (10.83%)

Map Unit Name:	Boyett-Frenchcreek complex, 2 to 15 percent slopes
Bedrock Depth - Min:	137cm
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	A - Soils in this group have low runoff potential when thoroughly wet. Water is transmitted freely through the soil.

Major components are printed below

Boyett(50%)	
horizon Oi(0cm to 3cm)	Slightly decomposed plant material
horizon A(3cm to 15cm)	Sandy loam
horizon E(15cm to 25cm)	Gravelly coarse sandy loam

Soil Information

horizon Bt1(25cm to 43cm)	Gravelly sandy loam
horizon Bt2(43cm to 89cm)	Gravelly sandy loam
horizon Btk(89cm to 109cm)	Gravelly sandy loam
horizon Ck(109cm to 137cm)	Sandy loam
horizon R(137cm to 147cm)	Bedrock
Frenchcreek(35%)	
horizon A(0cm to 10cm)	Gravelly sandy loam
horizon Bw(10cm to 36cm)	Gravelly sandy loam
horizon C1(36cm to 76cm)	Very gravelly coarse sandy loam
horizon C2(76cm to 152cm)	Very gravelly loamy sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 3 - Boyett-Frenchcreek complex, 2 to 15 percent slopes

Component: Boyett (50%)

The Boyett component makes up 50 percent of the map unit. Slopes are 5 to 15 percent. This component is on mountains, ridges on stream terraces. The parent material consists of old alluvium over material weathered from arkosic sandstone and/or granite. Depth to a root restrictive layer, bedrock, lithic, is 40 to 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 85 percent. Below this thin organic horizon the organic matter content is about 2 percent. Nonirrigated land capability classification is 6e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 1 percent. There are no saline horizons within 30 inches of the soil surface.

Component: Frenchcreek (35%)

The Frenchcreek component makes up 35 percent of the map unit. Slopes are 2 to 15 percent. This component is on swales on stream terraces, mountains. The parent material consists of alluvium derived from granite and/or arkosic sandstone. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4e. This soil does not meet hydric criteria.

Component: Perrypark (15%)

Generated brief soil descriptions are created for major components. The Perrypark soil is a minor component.

Map Unit 32 (0.68%)

Map Unit Name:	Perrypark coarse sandy loam, 1 to 15 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	B - Soils in this group have moderately low runoff potential when thoroughly wet. Water transmission through the soil is unimpeded.
Major components are printed below	
Perrypark(80%)	
horizon A(0cm to 10cm)	Coarse sandy loam
horizon BA(10cm to 25cm)	Loam
horizon Bt(25cm to 58cm)	Sandy clay loam
horizon BC(58cm to 127cm)	Loam
horizon C(127cm to 152cm)	Gravelly sandy loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 32 - Perrypark coarse sandy loam, 1 to 15 percent slopes

Soil Information

Component: Perrypark (80%)

The Perrypark component makes up 80 percent of the map unit. Slopes are 1 to 15 percent. This component is on valley sides, alluvial fans, mountains. The parent material consists of alluvium derived from arkose. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4e. This soil does not meet hydric criteria.

Component: Perrypark (20%)

Generated brief soil descriptions are created for major components. The Perrypark (gravelly) soil is a minor component.

Map Unit 46 (9.08%)

Map Unit Name:	Sphinx-Rock outcrop complex, 15 to 80 percent slopes
Bedrock Depth - Min:	0cm
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	Somewhat excessively drained
Hydrologic Group - Dominant:	D - Soils in this group have high runoff potential when thoroughly wet. Water movement through the soil is restricted or very restricted.

Major components are printed below

Sphinx(60%)

horizon Oi(0cm to 3cm)	Slightly decomposed plant material
horizon A(3cm to 13cm)	Gravelly coarse sandy loam
horizon AC(13cm to 33cm)	Very gravelly loamy coarse sand
horizon Cr(33cm to 155cm)	Weathered bedrock

Rock outcrop(25%)

horizon R(0cm to 155cm)	Bedrock
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Component Description:

Minor map unit components are excluded from this report.

Map Unit: 46 - Sphinx-Rock outcrop complex, 15 to 80 percent slopes

Component: Sphinx (60%)

The Sphinx component makes up 60 percent of the map unit. Slopes are 15 to 70 percent. This component is on mountain slopes, mountains. The parent material consists of weathered from granite. Depth to a root restrictive layer, bedrock, paralithic, is 10 to 20 inches. The natural drainage class is somewhat excessively drained. Water movement in the most restrictive layer is very low. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 85 percent. Below this thin organic horizon the organic matter content is about 2 percent. Nonirrigated land capability classification is 7e. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface.

Component: Rock outcrop (25%)

Generated brief soil descriptions are created for major soil components. The Rock outcrop is a miscellaneous area.

Component: Sphinx (10%)

Generated brief soil descriptions are created for major soil components. The Sphinx, dark surface soil is a minor component.

Component: Garber (5%)

Generated brief soil descriptions are created for major soil components. The Garber soil is a minor component.

Map Unit 47 (51.19%)

Map Unit Name:	Sphinx, warm-Rock outcrop complex, 15 to 80 percent slopes
Bedrock Depth - Min:	0cm
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	Somewhat excessively drained

Soil Information

Hydrologic Group - Dominant:

D - Soils in this group have high runoff potential when thoroughly wet. Water movement through the soil is restricted or very restricted.

Major components are printed below

Sphinx(60%)

horizon Oi(0cm to 3cm)

Slightly decomposed plant material

horizon A(3cm to 13cm)

Gravelly coarse sandy loam

horizon AC(13cm to 33cm)

Very gravelly loamy coarse sand

horizon Cr(33cm to 155cm)

Weathered bedrock

Rock outcrop(25%)

horizon R(0cm to 155cm)

Bedrock

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 47 - Sphinx, warm-Rock outcrop complex, 15 to 80 percent slopes

Component: Sphinx (60%)

The Sphinx, warm component makes up 60 percent of the map unit. Slopes are 15 to 70 percent. This component is on mountain slopes, mountains. The parent material consists of weathered from granite. Depth to a root restrictive layer, bedrock, paralithic, is 10 to 20 inches. The natural drainage class is somewhat excessively drained. Water movement in the most restrictive layer is very low. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 85 percent. Below this thin organic horizon the organic matter content is about 2 percent. Nonirrigated land capability classification is 7e. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface.

Component: Rock outcrop (25%)

Generated brief soil descriptions are created for major soil components. The Rock outcrop is a miscellaneous area.

Component: Sphinx (10%)

Generated brief soil descriptions are created for major soil components. The Sphinx, dark surface soil is a minor component.

Component: Garber (5%)

Generated brief soil descriptions are created for major soil components. The Garber soil is a minor component.

Map Unit 48 (7.58%)

Map Unit Name:

Tecolote very gravelly sandy loam, 15 to 40 percent slopes, very stony

Bedrock Depth - Min:

117cm

Watertable Depth - Annual Min:

Drainage Class - Dominant:

Well drained

Hydrologic Group - Dominant:

B - Soils in this group have moderately low runoff potential when thoroughly wet. Water transmission through the soil is unimpeded.

Major components are printed below

Tecolote(85%)

horizon Oi(0cm to 3cm)

Slightly decomposed plant material

horizon A(3cm to 8cm)

Very gravelly sandy loam

horizon E(8cm to 53cm)

Very cobbly sandy loam

horizon B/E(53cm to 79cm)

Very cobbly sandy clay loam

horizon Bt(79cm to 117cm)

Very cobbly sandy clay loam

horizon Cr(117cm to 155cm)

Bedrock

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 48 - Tecolote very gravelly sandy loam, 15 to 40 percent slopes, very stony

Component: Tecolote (85%)

The Tecolote, very stony component makes up 85 percent of the map unit. Slopes are 15 to 40 percent. This component is on

Soil Information

mountains, mountain slopes. The parent material consists of cobbly or stony colluvium over weathered granite. Depth to a root restrictive layer, bedrock, paralithic, is 40 to 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is very low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 85 percent. Below this thin organic horizon the organic matter content is about 2 percent. Nonirrigated land capability classification is 7e. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface.

Component: Tecolote (5%)

Generated brief soil descriptions are created for major components. The Tecolote (mollic) soil is a minor component.

Component: Tecolote (5%)

Generated brief soil descriptions are created for major components. The Tecolote (very deep) soil is a minor component.

Component: Tecolote (5%)

Generated brief soil descriptions are created for major components. The Tecolote (non-skel) soil is a minor component.

Map Unit 49 (1.58%)

Map Unit Name:	Tecolote very gravelly sandy loam, 40 to 70 percent slopes, very stony
Bedrock Depth - Min:	117cm
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	B - Soils in this group have moderately low runoff potential when thoroughly wet. Water transmission through the soil is unimpeded.

Major components are printed below

Tecolote(85%)

horizon Oi(0cm to 3cm)	Slightly decomposed plant material
horizon A(3cm to 8cm)	Very gravelly sandy loam
horizon E(8cm to 53cm)	Very cobbly sandy loam
horizon B/E(53cm to 79cm)	Very cobbly sandy clay loam
horizon Bt(79cm to 117cm)	Very cobbly sandy clay loam
horizon Cr(117cm to 155cm)	Bedrock

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 49 - Tecolote very gravelly sandy loam, 40 to 70 percent slopes, very stony

Component: Tecolote (85%)

The Tecolote, very stony component makes up 85 percent of the map unit. Slopes are 40 to 70 percent. This component is on mountain slopes, mountains. The parent material consists of cobbly or stony colluvium over weathered granite. Depth to a root restrictive layer, bedrock, paralithic, is 40 to 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is very low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 85 percent. Below this thin organic horizon the organic matter content is about 2 percent. Nonirrigated land capability classification is 7e. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface.

Component: Tecolote (5%)

Generated brief soil descriptions are created for major components. The Tecolote (non-skel) soil is a minor component.

Component: Tecolote (5%)

Generated brief soil descriptions are created for major components. The Tecolote (mollic) soil is a minor component.

Component: Tecolote (5%)

Generated brief soil descriptions are created for major components. The Tecolote (very deep) soil is a minor component.

Map Unit W (0.05%)

Map Unit Name:	Water
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Soil Information

No more attributes available for this map unit

Component Description:

Minor map unit components are excluded from this report.

Map Unit: W - Water

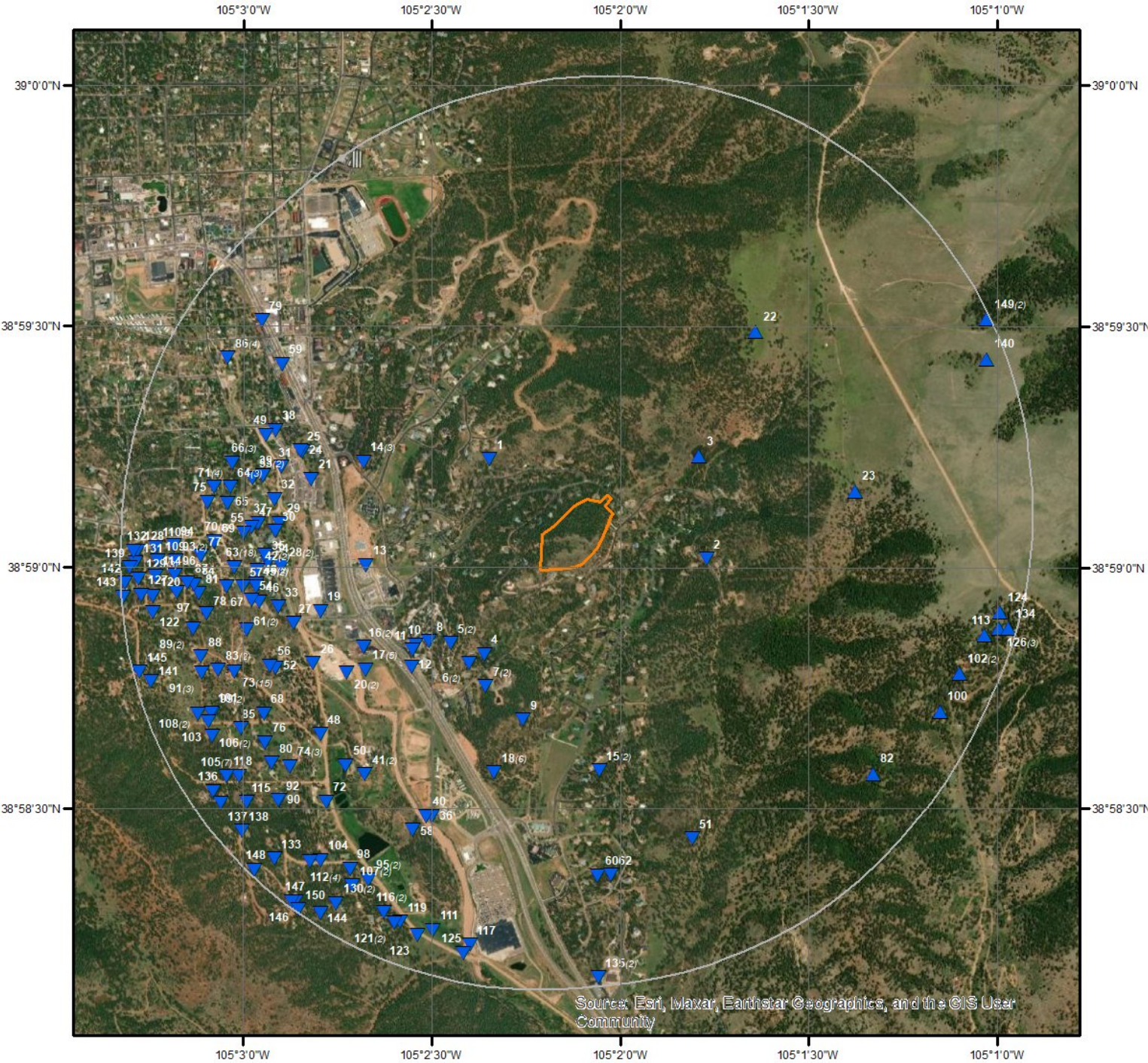
Component: Water (95%)

Generated brief soil descriptions are created for major soil components. The Water is a miscellaneous area.

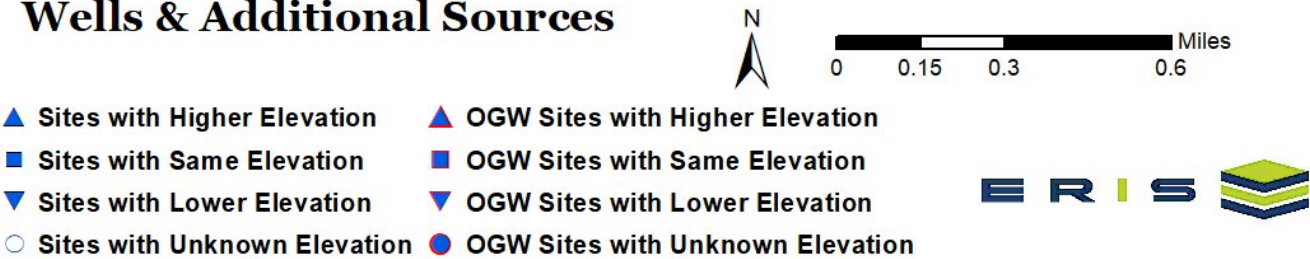
Component: Aquents (5%)

Generated brief soil descriptions are created for major soil components. The Aquents soil is a minor component.

Wells and Additional Sources



Wells & Additional Sources



Wells and Additional Sources Summary

Federal Sources

Public Water Systems Violations and Enforcement Data

Map Key	PWS ID	Distance (ft)	Direction
12	CO0160095	2026.59	SW
79	CO0160250	4423.47	NW

Safe Drinking Water Information System (SDWIS)

Map Key	ID	Distance (ft)	Direction
No records found			

USGS National Water Information System

Map Key	Site Number	Distance (ft)	Direction
26	USGS-385848105024700	3090.36	WSW
27	USGS-385853105025000	3164.76	WSW
36	USGS-385829105022801	3388.71	SSW
38	USGS-385917105025300	3591.42	WNW
40	USGS-385829105022901	3421.03	SSW
87	USGS-385858105030700	4436.34	W
117	USGS-385813105022201	4805.82	SSW
125	USGS-385812105022301	4920.07	SSW

Wells from NWIS

Map Key	ID	Distance (ft)	Direction
No records found			

State Sources

Oil and Gas Pit Locations

Map Key	ID	Distance (ft)	Direction
No records found			

Oil and Gas Wells

Map Key	ID	Distance (ft)	Direction
No records found			

Public Water Wells

Map Key	ID	Distance (ft)	Direction
No records found			

Wells and Additional Sources Summary

Water Wells Permit Database

Map Key	ID Key	Distance (ft)	Direction
1	C600007 272747	1146.75	NW
2	9097768 41724	1311.93	E
3	9097769 41724	1233.41	ENE
4	9098060 208134	1280.35	SW
5	0344022 94118	1459.92	SW
5	9097814 295562	1459.92	SW
6	0401352B 153723	1478.13	SW
6	0355490 94118	1478.13	SW
7	0401352A 94118	1621.62	SSW
7	0355499 94118	1621.62	SSW
8	9097754A 261056	1663.77	SW
9	0063141 460165	1903.74	SSW
10	9097754 63049	1830.82	SW
11	3657115 111265	1898.67	SW
13	9097747 126903	2191.72	W
14	9097805 8079	2416.68	WNW
14	9097802 158634	2416.68	WNW
14	9097864 205868	2416.68	WNW
15	9097737 274276	2588.87	S
15	9097826 246425	2588.87	S
16	9097821 152127	2421.78	WSW
16	0486349 256924	2421.78	WSW
17	C600052 131166	2536.09	WSW
17	C600054 32585	2536.09	WSW
17	9209371 353268	2536.09	WSW
17	9097727 353268	2536.09	WSW
17	9097798 246531	2536.09	WSW
18	9097750 187830	2618.25	SSW
18	C600028 34174	2618.25	SSW
18	0102451 260962	2618.25	SSW
18	9097790 329561	2618.25	SSW
18	9097940 3651	2618.25	SSW
18	9097742 106836	2618.25	SSW
19	9097949 190820	2813.38	WSW
20	0279551 72329	2758.89	WSW
20	0915912 37505	2758.89	WSW
21	3614603 291704	2978.51	WNW
22	0219858B 138084	2780.24	NE
23	0219858A 138084	3059.89	E
24	0405727 274741	3181.11	WNW
25	0257809I 308040	3209.02	WNW
28	0416127 78384	3252.14	W
28	0416127 434031	3252.14	W
29	0230438 80125	3296.57	W
30	9097914 197224	3347.99	W
31	9098305 39317	3380.24	WNW
32	9098009 83310	3384.84	W
33	0306787 134974	3327.93	WSW
34	0244885 33052	3416.92	W
35	0205091 333004	3463.36	W
37	3641970 322617	3565.43	W
39	9098253 316081	3577.46	W
41	9097849 155312	3395.37	SW
41	9097881 332246	3395.37	SW
42	0517983 77626	3550.67	W
42	0517983B 186902	3550.67	W
43	9098098 250131	3565.37	W
44	9098098 423457	3568.28	W
44	9098098 423456	3568.28	W
45	0249991 196988	3573.15	W
45	0247896 236776	3573.15	W

Wells and Additional Sources Summary

46	0402659 354270	3554.89	WSW
47	9098056 231379	3642.02	W
48	0325243 291571	3452.51	SW
49	9097801 3743	3685.32	WNW
50	0096238 282635	3471.63	SW
51	0095676 158070	3728.27	SSE
52	0387299 108921	3546.24	WSW
53	0469574A 141526	3705.36	W
53	0469574 141526	3705.36	W
54	3663336 15944	3646.55	WSW
55	9054921 189745	3740.25	W
56	9098052 336726	3607.18	WSW
57	9097865 296673	3747.16	W
58	3660394 205344	3648.73	SSW
59	9097752 105836	3900.51	WNW
60	9097928 356703	3899.81	S
61	3669740 220072	3764.84	WSW
61	3669740 457753	3764.84	WSW
62	0215894 41627	3913.79	S
63	9054929 169149	3841.72	W
63	9097746 366691	3841.72	W
63	C600053 61123	3841.72	W
63	0231438 69035	3841.72	W
63	0900116 281419	3841.72	W
63	0288560 312770	3841.72	W
63	9097902 280891	3841.72	W
63	9097806 137552	3841.72	W
63	9054931 268192	3841.72	W
63	9097933 242775	3841.72	W
63	9097785 95690	3841.72	W
63	C600048 185347	3841.72	W
63	C600055 75556	3841.72	W
63	9097748 287255	3841.72	W
63	9054932 146353	3841.72	W
63	9097749 371931	3841.72	W
63	9097855 74835	3841.72	W
63	9055416 69912	3841.72	W
64	0304114A 82551	3957.73	W
64	0304114B 233697	3957.73	W
64	0015290 82551	3957.73	W
65	3673365 167344	3961.53	W
66	9097845 158638	3991.26	WNW
66	9097847 271529	3991.26	WNW
66	9097795 295176	3991.26	WNW
67	9098182 49502	3946.89	W
68	3659572 38881	3920.73	WSW
69	0437089 145511	4105.58	W
70	0034576 183462	4112.92	W
70	0437326 183462	4112.92	W
71	9098325 128040	4155.25	W
71	9098325 416630	4155.25	W
71	9098325 416629	4155.25	W
71	9098325 458956	4155.25	W
72	0202564 317344	3973.68	SW
73	9097852 243751	4050.48	WSW
73	10024063 464754	4050.48	WSW
73	10004548 375913	4050.48	WSW
73	9097825 145590	4050.48	WSW
73	9097780 169566	4050.48	WSW
73	9097812 194796	4050.48	WSW
73	9097816 105991	4050.48	WSW
73	9097838 216261	4050.48	WSW
73	C600051 296806	4050.48	WSW
73	10004548 375914	4050.48	WSW
73	9097930 419452	4050.48	WSW
73	C600050 296806	4050.48	WSW

Wells and Additional Sources Summary

73	10024063 464755	4050.48	WSW
73	9097815 310945	4050.48	WSW
73	9097946 110631	4050.48	WSW
74	9098073 445347	4000.44	SW
74	9098073 445348	4000.44	SW
74	9098073 200642	4000.44	SW
75	0228216 94089	4215.14	W
76	0289152 110318	4085.34	SW
77	0539156 145511	4262.34	W
78	0288357 336000	4233.83	WSW
80	9098246 153547	4160.47	SW
81	0233625 271810	4302.79	W
82	0488576 312306	4489.07	SE
83	0478352 39290	4239.65	WSW
83	0478352 457753	4239.65	WSW
84	0546671 145511	4348.44	W
85	0296193 355011	4264.72	WSW
86	9097831 21914	4526.56	WNW
86	C600026 348933	4526.56	WNW
86	9055016 305635	4526.56	WNW
86	0022668 280704	4526.56	WNW
88	0112047 74253	4397.98	WSW
89	0008860 376690	4428.36	WSW
89	0202154 366635	4428.36	WSW
90	0018417 24981	4377.04	SW
91	9097759 295540	4442.73	WSW
91	9097863 373972	4442.73	WSW
91	9097863 373973	4442.73	WSW
92	0329128 24981	4386.82	SW
93	0534997 314911	4581.89	W
93	0441813 181709	4581.89	W
94	3601516 320009	4611.99	W
95	9097856 486	4456.64	SSW
95	0023948 292937	4456.64	SSW
96	0523736 285495	4587.91	W
97	0425363 198232	4573.78	W
98	9098183 240011	4459.21	SW
99	3661557B 395311	4497.49	WSW
99	3661557B 395310	4497.49	WSW
100	0246406 330955	4779.71	ESE
101	3661557A 160615	4513.30	WSW
102	0243690 435356	4804.36	ESE
102	0243690 18080	4804.36	ESE
103	0269424 313654	4586.93	WSW
104	9098254 341535	4581.16	SW
105	0903967 321407	4591.88	SW
105	9097731 375251	4591.88	SW
105	9097955 23383	4591.88	SW
105	9097745 99668	4591.88	SW
105	9097810 44689	4591.88	SW
105	9097912 296448	4591.88	SW
105	9097731 375252	4591.88	SW
106	9097996 387336	4625.80	WSW
106	9097996 387337	4625.80	WSW
107	3652181 386959	4625.80	SSW
107	3652181 386957	4625.80	SSW
108	3683134 375913	4666.00	WSW
108	3683134 375914	4666.00	WSW
109	0442039 100600	4808.31	W
110	3635087 102165	4840.31	W
110	3635087 404200	4840.31	W
110	3635087 404201	4840.31	W
111	9097757 126657	4734.48	SSW
112	9098164 466825	4674.17	SW
112	9098164 389196	4674.17	SW
112	9098164 389195	4674.17	SW

Wells and Additional Sources Summary

112	9098164 466824	4674.17	SW
113	9084887 65266	4916.19	ESE
114	0524033 16672	4834.02	W
115	0200360 159768	4705.84	SW
116	0211551 371142	4740.16	SSW
116	0211551 371143	4740.16	SSW
118	9098220 249838	4723.67	SW
119	0440917 257973	4771.32	SSW
120	3605414 241964	4874.82	W
121	0374401 90344	4807.22	SSW
121	0342704 206144	4807.22	SSW
122	0373392 141061	4903.00	W
123	0246982 125784	4853.56	SSW
124	0403790 83458	5026.73	E
126	0235587 218563	5069.28	ESE
126	0235587 407414	5069.28	ESE
126	0235587 407415	5069.28	ESE
127	0393068 302846	5023.82	W
128	0417748 10495	5068.35	W
129	0393067 302846	5046.97	W
129	0393067 418391	5046.97	W
129	0393067 418392	5046.97	W
130	3694117 371143	4925.12	SSW
130	3694117 412033	4925.12	SSW
131	0408996 396024	5080.00	W
132	0408990 136142	5117.46	W
133	9098169 152342	4940.13	SW
134	0223096 219412	5179.33	ESE
135	9097762 65426	5177.58	S
135	9097763 87948	5177.58	S
136	0447577 233018	4965.88	SW
137	0103062A 71883	4975.08	SW
138	0541840 162896	4987.66	SW
139	10019361 458098	5161.57	W
140	0015138 100697	5038.00	ENE
141	0522254 175066	5089.69	WSW
142	0393066 302846	5223.16	W
143	0393069 268647	5248.12	W
144	0359790 247562	5130.40	SW
145	9097906 136403	5193.80	WSW
146	0284012 135990	5183.09	SW
147	9055307 176750	5216.23	SW
148	0370138 116306	5211.09	SW
149	0301738A 100697	5233.60	ENE
149	0301738 100697	5233.60	ENE
150	0415897 399695	5248.47	SW

Radon Information

This section lists any relevant radon information found for the target property.

Federal EPA Radon Zone for *TELLER* County: **1**
Federal EPA Radon Zone for *EL PASO* County: **1**

Zone 1: Counties with predicted average indoor radon screening levels greater than 4 pCi/L

Zone 2: Counties with predicted average indoor radon screening levels from 2 to 4 pCi/L

Zone 3: Counties with predicted average indoor radon screening levels less than 2 pCi/L

Federal Area Radon Information for *TELLER* County

No Measures/Homes:	3
Geometric Mean:	57.6
Arithmetic Mean:	99.7
Median:	71.6
Standard Deviation:	104.2
Maximum:	215
% >4 pCi/L:	100
% >20 pCi/L:	67
Notes on Data Table:	TABLE 1. Screening indoor radon data from the EPA/State Residential Radon Survey of Colorado conducted during 1986-87. Data represent 2-7 day charcoal canister measurements from the lowest level of each home tested.

Federal Area Radon Information for *EL PASO* County

No Measures/Homes:	113
Geometric Mean:	2.7
Arithmetic Mean:	4.7
Median:	3
Standard Deviation:	6.5
Maximum:	46.4
% >4 pCi/L:	36
% >20 pCi/L:	4
Notes on Data Table:	TABLE 1. Screening indoor radon data from the EPA/State Residential Radon Survey of Colorado conducted during 1986-87. Data represent 2-7 day charcoal canister measurements from the lowest level of each home tested.

Federal Sources

FEMA National Flood Hazard Layer

FEMA FLOOD

The National Flood Hazard Layer (NFHL) data incorporates Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters Of Map Revision (LOMRs) that have been issued against those databases since their publication date. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. The FIRM Database depicts flood risk information and supporting data used to develop the risk data. The FIRM Database is derived from Flood Insurance Studies (FISs), previously published FIRMs, flood hazard analyses performed in support of the FISs and FIRMs, and new mapping data, where available.

Indoor Radon Data

INDOOR RADON

Indoor radon measurements tracked by the Environmental Protection Agency(EPA) and the State Residential Radon Survey.

Public Water Systems Violations and Enforcement Data

PWSV

List of drinking water violations and enforcement actions from the Safe Drinking Water Information System (SDWIS) made available by the Drinking Water Protection Division of the US EPA's Office of Groundwater and Drinking Water. Enforcement sensitive actions are not included in the data released by the EPA. Address information provided in SWDIS may correspond either with the physical location of the water system, or with a contact address.

Radon Zone Level

RADON ZONE

Areas showing the level of Radon Zones (level 1, 2 or 3) by county. This data is maintained by the Environmental Protection Agency (EPA).

Safe Drinking Water Information System (SDWIS)

SDWIS

The Safe Drinking Water Information System (SDWIS) contains information about public water systems as reported to US Environmental Protection Agency (EPA) by the states. Addresses may correspond with the location of the water system, or with a contact address.

Soil Survey Geographic database

SSURGO

The Soil Survey Geographic database (SSURGO) contains information about soil as collected by the National Cooperative Soil Survey at the Natural Resources Conservation Service (NRCS). Soil maps outline areas called map units. The map units are linked to soil properties in a database. Each map unit may contain one to three major components and some minor components.

USGS Current Topo

US TOPO

US Topo topographic maps are produced by the National Geospatial Program of the U.S. Geological Survey (USGS). The project was launched in late 2009, and the term "US Topo" refers specifically to quadrangle topographic maps published in 2009 and later.

USGS Geology

US GEOLOGY

Seamless maps depicting geological information provided by the United States Geological Survey (USGS).

USGS National Water Information System

FED USGS

The U.S. Geological Survey (USGS)'s National Water Information System (NWIS) is the nation's principal repository of water resources data. This database includes comprehensive information of well-construction details, time-series data for gage height, streamflow, groundwater level, and precipitation and water use data.

Wells from NWIS

FED USGS

The U.S. Geological Survey's National Water Information System (NWIS) is the nation's principal repository of water resources data. The NWIS includes comprehensive information of well-construction details, time-series data for gage height, streamflow, groundwater level, and precipitation and water use data. This NWIW dataset contains select Site Types from the overall NWIS Sites data, limited to the following Group Site Types only: Groundwater Group Site Types: Well, Collector or Ranney type well, Hyporheic-zone well, Interconnected Wells, Multiple wells; Spring Group Site Type: Spring; and Other Group Site Types: Aggregate groundwater use, Cistern.

Appendix

State Sources

Oil and Gas Pit Locations

PITS

The Colorado Oil and Gas Conservation Commission (COGCC) maintains this list of oil and gas pit locations within Colorado. This data contains over 10,000 oil and gas related pit locations. The Colorado Department of Natural Resources (DNR) notes that data and information provided by the DNR is provided as is without warranty of any kind, and that DNR is not responsible and shall not be liable for damages of any kind arising out of the use of data or information provided herein.

Oil and Gas Wells

OGW

A list of active and plugged wells - including active and expired well permits provided by Department of Natural Resources, Oil & Gas Conservation Commission.

Public Water Wells

WATER WELLS

The statewide water wells data consists of water levels information for each well. The data was made available by Colorado Decision Supports System under the development and improvement by the Colorado Water Conservation Board (CWCB) and the Colorado Division of Water Resources (DWR). The well latitude and longitude information represents physical location of the wells.

Water Wells Permit Database

WATER WELLS

Water wells application and permit database maintained by the Colorado Department of Natural Resources' Division of Water Resources. This database includes statewide well applications and permits issued by the department.

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Reliance on information in Report: The Physical Setting Report (PSR) DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as a review of environmental databases and physical characteristics for the site or adjacent properties.

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APPENDIX B - 2

ERIS City Directory Search

as of 05/30/2023

Project Property:

Product Description:

Notes to Client:

ERIS Order No:

R0023264 Kings Crown Road, Woodland Park CO 80863 - Woodland Park, Woodland Park, CO 80863 US

CD - 2 Street Search

23052400896

ADDRESS	YEAR	LISTING	COMMENTS	SOURCE	CITY	COUNTY	STATE
0 KINGS CROWN RD	1980	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
	1975	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
	1970	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
	1965-66	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
	1962	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
410 KINGS CROWN RD	2000	STEVE PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
901 KINGS CROWN RD	2016	KORI SCHULTE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	BOB W FOEPEL	RESIDENTIAL; RESIDEN	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
931 KINGS CROWN RD	2016	DAVID WALLINGFORD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	JEANNE & GEOR PARKHURST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1989-90	NP		COLE	WOODLAND PARK	TELLER	CO
951 KINGS CROWN RD	2003	MICHAEL & SUZANNE FARMER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	MICHAEL & SUZANNE FARMER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	FARMER MICHAEL		POLKS	WOODLAND PARK	TELLER	CO
	1996	FARMER SUZANNE		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	JOEL T JUNKER		COLE	WOODLAND PARK	TELLER	CO
	1985	JOEL T JUNKER		COLE	WOODLAND PARK	TELLER	CO
971 KINGS CROWN RD	2022	DANIEL STRILICH	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	K H MCQUAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	K H MCQUAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	MCQUAY K H		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	DONALD WADE		COLE	WOODLAND PARK	TELLER	CO
991 KINGS CROWN RD	2022	JOHN MILLER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	JOHN MILLER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	SUZANNE MILLER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JOHN MILLER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	SUZANNE MILLER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	LARRY MOORE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1989-90	NP		COLE	WOODLAND PARK	TELLER	CO
1000 KINGS CROWN RD	2022	MARK CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	BARBARA CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	MARK CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	BARBARA CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	NANCY CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JARED CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	GRANT CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	MARK CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	NANCY CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	JARED CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	MARK CONGIARDO	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	J DEATHERAGE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	J DEATHERAGE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	DEATHERAGE J		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	D DECRAUSAZ		COLE	WOODLAND PARK	TELLER	CO
	1989-90	WARREN A BROOKS		COLE	WOODLAND PARK	TELLER	CO
	1985	D DECRAUSAZ		COLE	WOODLAND PARK	TELLER	CO
	1985	WARREN A BROOKS		COLE	WOODLAND PARK	TELLER	CO
1001 KINGS CROWN RD	2022	CHARLES GRAYBILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	CHARLES GRAYBILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	PAMELA GRAYBILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	CHARLES GRAYBILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	C & P GRAYBILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	ROBERT & KAREN LECOUR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	ROBERT & KAREN LECOUR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	LECOUR KAREN		POLKS	WOODLAND PARK	TELLER	CO
	1996	LECOUR ROBERT		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	K M KIMMEL		COLE	WOODLAND PARK	TELLER	CO
1003 KINGS CROWN RD	1985	K M KIMMEL		COLE	WOODLAND PARK	TELLER	CO
	2022	SHARON GRENOBLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	LEVERNE GRENOBLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	SHARON GRENOBLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	LEVERNE GRENOBLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	L E GRENOBLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	DWAYNE PRESTWOOD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	DWAYNE PRESTWOOD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	PRESTWOOD DWAYNE		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	DWAYNE PRESTWOOD		COLE	WOODLAND PARK	TELLER	CO
1010 KINGS CROWN RD	1985	LARRY J WILLIAMS		COLE	WOODLAND PARK	TELLER	CO
	2022	KAREN POLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	KAREN POLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	KAREN POLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	TRACEY POLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	KAREN POLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	KAREN POLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	WILLIAM T POLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1989-90	WILLIAM ROGERS		COLE	WOODLAND PARK	TELLER	CO
	1985	GANE J KOZLESKI		COLE	WOODLAND PARK	TELLER	CO
1013 KINGS CROWN RD	2022	WILLIAM GRAHAM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	DEBBIE GRAHAM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	DEBBIE GRAHAM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	WILLIAM GRAHAM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1989-90	HOWARD E HILBURN		COLE	WOODLAND PARK	TELLER	CO
	1985	HOWARD E HILBURN		COLE	WOODLAND PARK	TELLER	CO
1020 KINGS CROWN RD	2022	TIMM TEWS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	TIMM TEWS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	CYNTHIA TEWS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	TIMM TEWS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	CYNTHIA TEWS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	ROBERT & LINDA GITTINS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	ROBERT & LIND GITTINS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	GITTINS LINDA		POLKS	WOODLAND PARK	TELLER	CO
	1996	GITTINS ROBERT		POLKS	WOODLAND PARK	TELLER	CO
1023 KINGS CROWN RD	2011	RICHARD NIGBOR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO

	2008	RICHARD NIGBOR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	DENNIS R ERMEL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	JOHN FRANCKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	JOHN & JOANNE FRANCKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	ERMEL DENNIS R		POLKS	WOODLAND PARK	TELLER CO
	1989-90	JOHN FRANCKS		COLE	WOODLAND PARK	TELLER CO
	1985	WILLIAM JACOBS		COLE	WOODLAND PARK	TELLER CO
1033 KINGS CROWN RD	2016	STANFORD SUTHERLAND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	BURT RIVEIRE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	PAUL M & TRIS WILLIAMS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	PAUL M & TRIS WILLIAMS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	WILLIAMS TRISH		POLKS	WOODLAND PARK	TELLER CO
	1996	WILLIAMS PAUL M		POLKS	WOODLAND PARK	TELLER CO
	1989-90	BILL MYSLIK		COLE	WOODLAND PARK	TELLER CO
	1985	JOSEPH F SHEA		COLE	WOODLAND PARK	TELLER CO
1043 KINGS CROWN RD	2022	JOY BOSTIAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	CHARLES BOSTIAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	JOY BOSTIAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	CHARLES BOSTIAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	ANITA BOSTIAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	CHUCK & JOY BOSTIAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	NEIL HOWARD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	NEIL HOWARD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	HOWARD NELL		POLKS	WOODLAND PARK	TELLER CO
1050 KINGS CROWN RD	2011	MARK PELLETIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	RACHEL PELLETIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	P A HANKIN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	THOMAS A RIECK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	THOMAS A RIECK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	RIECK THOMAS A		POLKS	WOODLAND PARK	TELLER CO
	1989-90	DAVID BETHUNE		COLE	WOODLAND PARK	TELLER CO
	1985	THOMAS E JOHNSON		COLE	WOODLAND PARK	TELLER CO
1053 KINGS CROWN RD	2022	GLEN MCMURRY JR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	BRITTANY MCMURRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	GLEN MCMURRY JR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	BRITTANY MCMURRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	CAROLINE MCMURRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
1060 KINGS CROWN RD	2022	JAMES FARMER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1989-90	SAUL FORSTER		COLE	WOODLAND PARK	TELLER CO
	1985	NP		COLE	WOODLAND PARK	TELLER CO
1070 KINGS CROWN RD	2008	JAMES T DOOLY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	JON & LOIS DEVAUX	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	JAMES T DOOLY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	JAMES T DOOLY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	DOOLY JAMES T		POLKS	WOODLAND PARK	TELLER CO
	1989-90	JAMES T DOOLY		COLE	WOODLAND PARK	TELLER CO
1080 KINGS CROWN RD	2020	GEORGE KERRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	VIRGINIA KERRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	GEORGE KERRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	VIRGINIA KERRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	GEORGE KERRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	GEORGE & VIRGINIA KERRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	BOB & MOLLY LORD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	BOB & MOLLY LORD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	LORD BOB		POLKS	WOODLAND PARK	TELLER CO
	1996	LORD MOLLY		POLKS	WOODLAND PARK	TELLER CO
	1989-90	N ETEZADI - TABRIZI		COLE	WOODLAND PARK	TELLER CO
1090 KINGS CROWN RD	2022	DONALD PETERS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	DONALD PETERS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	DONALD PETERS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	DONALD PETERS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1989-90	J HALVERSON		COLE	WOODLAND PARK	TELLER CO
	1985	THOMAS TUCKER		COLE	WOODLAND PARK	TELLER CO
1100 KINGS CROWN RD	2022	CATHLEEN KIRK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	CATHLEEN KIRK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	ROBERT KIRK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	CATHLEEN KIRK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	ROBERT KIRK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	CATHLEEN KIRK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	ROBERT & CATHLEEN KIRK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	RICHARD K CONWAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	RICHARD K CONWAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	CONWAY RICHARD K		POLKS	WOODLAND PARK	TELLER CO
	1989-90	RICHARD K CONWAY		COLE	WOODLAND PARK	TELLER CO
1111 KINGS CROWN RD	2022	EARLE BROWN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	EARLE BROWN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	EARLE BROWN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	DANUTA BROWN III	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	LAURA BROWN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	C KARNER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	JEANNE PARKHURST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	GEORGE PARKHURST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	JEANNE & GEORGE PARKHURST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	JEANNE & GEORGE PARKHURST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	PARKHURAT GEORGE		POLKS	WOODLAND PARK	TELLER CO
	1996	PARKHURST JEANNE		POLKS	WOODLAND PARK	TELLER CO
1113 KINGS CROWN RD	2022	BRUNO MATTEI	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	BRUNO MATTEI	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	BRUNO MATTEI	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	CAROLYN MATTEI	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	BRUNO MATTEI	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	CAROLYN MATTEI	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	WILLIAM H MCKITRICK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	WILLIAM H MCKITRICK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	WILLIAM H MCKITRICK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	MCKITRICK WILLIAM H		POLKS	WOODLAND PARK	TELLER CO
	1989-90	WM H MCKITRICK		COLE	WOODLAND PARK	TELLER CO
	1985	WM H MCKITRICK		COLE	WOODLAND PARK	TELLER CO
1120 KINGS CROWN RD	2022	SCOTT STEARMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	HERMINE STEARMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	SCOTT STEARMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO

	2016	HERMINE STEARMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	SCOTT STEARMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	HERMINE STEARMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
1121 KINGS CROWN RD	2008	JAMES JONES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	DAVID CRAIN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	DAVID CRAIN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	CRAIN DAVID		POLKS	WOODLAND PARK	TELLER CO
	1989-90	DAVID CRAIN		COLE	WOODLAND PARK	TELLER CO
	1985	DAVID CRAIN		COLE	WOODLAND PARK	TELLER CO
1130 KINGS CROWN RD	2022	CHARLES OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	CHARLES OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	HELGI OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	CHARLES OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	HELGI OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	CHARLES OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	CHARLES A OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	CHARLES A OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	CHARLES A OAKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	OAKS CHARLES A		POLKS	WOODLAND PARK	TELLER CO
	1989-90	CHARLES A OAKS		COLE	WOODLAND PARK	TELLER CO
	1985	CHARLES A OAKS		COLE	WOODLAND PARK	TELLER CO
1131 KINGS CROWN RD	2008	MICHAEL GAGLIONE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	STEPHEN HALL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	STEPHEN HALL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	HALL STEPHEN		POLKS	WOODLAND PARK	TELLER CO
	1989-90	DARYLL HOLME		COLE	WOODLAND PARK	TELLER CO
1141 KINGS CROWN RD	2008	R & D HUEBNER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1989-90	CARL POWERS		COLE	WOODLAND PARK	TELLER CO
	1989-90	PAIGE MELTON		COLE	WOODLAND PARK	TELLER CO
1150 KINGS CROWN RD	2022	EVA COCKRILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2022	ALVIN STEPHENS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	EVA COCKRILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	ALVIN STEPHENS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	EVA COCKRILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	ALVIN STEPHENS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	STEPHEN COCKRILL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	CHARLES I JACKSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1989-90	STEVE BUCHANAN		COLE	WOODLAND PARK	TELLER CO
1151 KINGS CROWN RD	2022	JULIE ABBOTT	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2022	REGINALD ABBOTT	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	JULIE ABBOTT	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	JULIE ABBOTT	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	REGINALD ABBOTT	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	JULIE JABAAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1989-90	JOHN PRESSPRICH		COLE	WOODLAND PARK	TELLER CO
1160 KINGS CROWN RD	2022	YVETTE NEUMANN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	YVETTE NEUMANN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	YVETTE NEUMANN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	CHARLES D GOBLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	CHARLES D GOBLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	GOBLE CHARLES D		POLKS	WOODLAND PARK	TELLER CO
1161 KINGS CROWN RD	1996	JABAAY JULIE		POLKS	WOODLAND PARK	TELLER CO
1170 KINGS CROWN RD	2022	DAVID SAEMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	DAVID SAEMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
1180 KINGS CROWN RD	2016	PENNY NARAIN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	IAN NARAIN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	PENNY NARAIN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
1181 KINGS CROWN RD	2022	STEVE COWLES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	STEVE COWLES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	STEVE COWLES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	TANDY COWLES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	STEVE & TANDY COWLES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	STEVE & TANDY COWLES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	STEVE & TANDY COWLES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	COWLES STEVE		POLKS	WOODLAND PARK	TELLER CO
	1996	COWLES TANDY		POLKS	WOODLAND PARK	TELLER CO
	1989-90	STEVE COWLES		COLE	WOODLAND PARK	TELLER CO
1191 KINGS CROWN RD	2008	MICHAEL T WIESBROOK	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	GARY & CATHY WILSHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	GARY & CATHY WILSHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	WILSHER GARY		POLKS	WOODLAND PARK	TELLER CO
	1996	WILSHER CATHY		POLKS	WOODLAND PARK	TELLER CO
	1989-90	NP		COLE	WOODLAND PARK	TELLER CO
1200 KINGS CROWN RD	2022	JOHN SWINDLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	JOHN SWINDLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	JOHN SWINDLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	ROBIN SWINDLE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	JOHN & BARBARA STARR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	BOB STEELE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	BOB STEELE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	1996	STEELE BOB		POLKS	WOODLAND PARK	TELLER CO
	1996	STEELE SHEILA		POLKS	WOODLAND PARK	TELLER CO
	1989-90	BOB STEELE		COLE	WOODLAND PARK	TELLER CO
	1989-90	CRAIG STEELE		COLE	WOODLAND PARK	TELLER CO
1201 KINGS CROWN RD	2022	SUZANNE JONES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	SUZANNE JONES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	SUZANNE JONES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
1202 KINGS CROWN RD	2022	PAUL ASHLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2022	DEBORAH ASHLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	DEBORAH ASHLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	LEAH ASHLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	PAUL ASHLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	DEBORAH ASHLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
1210 KINGS CROWN RD	2022	ROBERT MULL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2020	ROBERT MULL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2016	ROBERT MULL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	ROBERT MULL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2011	MARCENE ETCHIESON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2008	ROBERT MULL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2003	SCOTT D MURRAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO
	2000	S MURRAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK	CO

	2000	SCOTT D MURRAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	MURRAY SCOTT D		POLKS	WOODLAND PARK	TELLER	CO
1211 KINGS CROWN RD	2008	AL & RITA SPARKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	AL & RITA SPARKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	AL & RITA SPARKS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	SPARKS AL		POLKS	WOODLAND PARK	TELLER	CO
	1996	SPARKS RLTA		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	NP		COLE	WOODLAND PARK	TELLER	CO
1220 KINGS CROWN RD	2022	MICHAEL BUCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	MARILYN STOREY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	MICHAEL STOREY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	VELVET & LARRY TALLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	JILLIAN OCONNOR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1989-90	KEN ROWND		COLE	WOODLAND PARK	TELLER	CO
	1989-90	DYLAN GAUTHIER		COLE	WOODLAND PARK	TELLER	CO
1230 KINGS CROWN RD	2022	KEITH MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	ALYSSA MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JAIME MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	VIRGINIA MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	ALYSSA MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	KEITH MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	KEITH P MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	KEITH P MEIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	MELER KEITH P		POLKS	WOODLAND PARK	TELLER	CO
1231 KINGS CROWN RD	2022	BONITA LADUE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	BONITA LADUE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	BONITA LADUE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	MICHAEL & VIC BISHOP	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	MICHAEL & VIC BISHOP	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	BISHOP VICKI		POLKS	WOODLAND PARK	TELLER	CO
	1996	BISHOP MICHAEL		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	MICHAEL BISHOP		COLE	WOODLAND PARK	TELLER	CO
1305 KINGS CROWN RD	2022	JOHN HOELCHSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	JOHN HOELCHSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	CAROLYN HOELSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JOHN HOELCHSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	CAROLYN HOELSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	JOHN HOELCHSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	CAROLYN HOELCHSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
1325 KINGS CROWN RD	2022	NORMAN BROWN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	HELEN BROWN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	NORMAN BROWN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	WILLIAM J WALSH	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	WILLIAM J WALSH	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	WALSH WILLIAM J		POLKS	WOODLAND PARK	TELLER	CO
1345 KINGS CROWN RD	2022	SCOTT MOSHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	SCOTT MOSHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	SCOTT MOSHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	JAMES & WANDA D ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	JAMES D & WANDA M ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	JAMES D & WANDA M ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	ANDERSON WANDA		POLKS	WOODLAND PARK	TELLER	CO
	1996	ANDERSON JAMES D		POLKS	WOODLAND PARK	TELLER	CO
1365 KINGS CROWN RD	2022	DONNA GET	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	DONNA GET	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	DONNA GET	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	TRIEBOLD PALEONTOLOGY	OTHER TECHNICAL CON	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
	2008	MICHAEL & J TRIEBOLD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	RICK & LISA SHARP	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	SCOTT STEARMAN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	SHARP LISA		POLKS	WOODLAND PARK	TELLER	CO
	1996	SHARP RICK		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	SCOTT STEARMAN		COLE	WOODLAND PARK	TELLER	CO
1410 KINGS CROWN RD	2022	CHRISTOPHER MIRABELLA	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	CHRISTOPHER MIRABELLA	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	STEVE PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	STEPHEN & LESLIE PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	STEPHEN & LESLIE PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	MULTI TENANT RESIDENTIAL		POLKS	WOODLAND PARK	TELLER	CO
1420 KINGS CROWN RD	2022	GRANT DRUMMOND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	ASHLEY TERRY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	GINA DRUMMOND	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JIM GARDNER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	STACY MARVER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	JIM GARDNER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	JIM GARDNER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	ALFREDO NEVAREZ	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	ALFREDO NEVAREZ	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	NEVAREZ ALFREDO		POLKS	WOODLAND PARK	TELLER	CO
1430 KINGS CROWN RD	2022	JAMES SCHRIEVER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	JAMES SCHRIEVER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JAMES SCHRIEVER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	WOODLAND ACQUISITION LLC	MERGERS & ACQ	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
	2011	JAMES SCHRIEVER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	SUSAN SCHRIEVER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	C EASTON BEYMER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	KENDALL & LINDSEY BEYMER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	C EASTON BEYMER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	KENDALL & LINDSEY BEYMER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	MULTI TENANT RESIDENTIAL		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	C EASTON BEYMER		COLE	WOODLAND PARK	TELLER	CO
1445 KINGS CROWN RD	2022	KURT WEGNER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
1455 KINGS CROWN RD	2011	JOHN REINSMA	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	REONA REINSMA	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	JOHN REINSMA	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	JOHN REINSMA	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	REINSMA JOHN		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	JOHN REINSMA		COLE	WOODLAND PARK	TELLER	CO
0 PARADISE VALLEY DR	1980	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
	1975	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
	1970	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO

	1965-66	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
	1962	STREET NOT LISTED		COLE	WOODLAND PARK	EL PASO TELLER	CO
105 PARADISE VALLEY DR	1985	LARRY P CONDON		COLE	WOODLAND PARK	TELLER	CO
179 PARADISE VALLEY DR	1985	ALAN B BOATZ		COLE	WOODLAND PARK	TELLER	CO
189 PARADISE VALLEY DR	1985	JON WADE		COLE	WOODLAND PARK	TELLER	CO
	1985	H LUNSFORD		COLE	WOODLAND PARK	TELLER	CO
951 PARADISE VALLEY DR	2011	KARIN DRISCOLL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	CHRISTOPHER DRISCOLL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	FRANCIS DRISCOLL	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	TERRY & CHRIS RUBIN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	JOHN & CAROLYN HOELCHSCHER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	TIM & SHIRLEY LYNCH	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	LYNCH TIM		POLKS	WOODLAND PARK	TELLER	CO
	1996	LYNCH SHIRLEY		POLKS	WOODLAND PARK	TELLER	CO
981 PARADISE VALLEY DR	2022	JOHN MARLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	JOHN MARLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JOHN MARLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	BRIAN GUSTAFSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	DEBORAH REYNOLDS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	JOHN F SMITH	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	JOHN T DR MARLEY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	SMITH JOHN F		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	JIM M LANDT		COLE	WOODLAND PARK	TELLER	CO
	1985	RICHARD L EMERSON		COLE	WOODLAND PARK	TELLER	CO
1001 PARADISE VALLEY DR	2022	DES PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2022	WALTER PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	DES PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	DES PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	WALTER PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	W D PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	W D PAYNE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	PAYNE W D		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	W D PAYNE		COLE	WOODLAND PARK	TELLER	CO
1031 PARADISE VALLEY DR	2022	BRENT SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	BRENT SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	BRENT SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	STACY SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	BRENT SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	STACY SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	BRENT & STACY SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	BRENT & STACY SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	BRENT & STACY SCHUBLOOM	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	SCHUBLOOM BRENT		POLKS	WOODLAND PARK	TELLER	CO
	1996	SCHUBLOOM STACY		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	JOHN J VONARB		COLE	WOODLAND PARK	TELLER	CO
	1985	DARYL P JONES		COLE	WOODLAND PARK	TELLER	CO
1041 PARADISE VALLEY DR	2022	DAVID GUEST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	AMY GUEST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	AMY GUEST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	BRANDON GUEST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	DAVID GUEST	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	HOUSER & DONNA SIKES	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	CHARLES J RAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	CHARLES J RAY	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	RAY CHARLES J		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	NP		COLE	WOODLAND PARK	TELLER	CO
	1985	DOUGLAS A WEEKS		COLE	WOODLAND PARK	TELLER	CO
1051 PARADISE VALLEY DR	2011	GARY ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	WILD WIND REALTY	OFFICES OF REAL ESTATE	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
	2011	BARBARA ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	CONNIE ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	JASON ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	KARI ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	GARY & CONNIE ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	GARY & CONNIE CHILDREN ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	GARY & CONNIE ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	GARY & CONNIE CHILDREN ANDERSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	ANDERSON GARY		POLKS	WOODLAND PARK	TELLER	CO
	1996	ANDERSON CONNIE		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	GARY ANDERSON		COLE	WOODLAND PARK	TELLER	CO
1061 PARADISE VALLEY DR	2008	AARON SPAANS	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	RAYMOND BEVIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	RAYMOND BEVIER	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	BEVIER RAYMOND		POLKS	WOODLAND PARK	TELLER	CO
	1989-90	PAUL E LEMIEUX		COLE	WOODLAND PARK	TELLER	CO
	1985	PAUL E LEMIEUX		COLE	WOODLAND PARK	TELLER	CO
1081 PARADISE VALLEY DR	2022	FRANCIS LAROCHE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2022	LAROCHE, SARA R	CLINICS; OFFICES OF ALL OTHER	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
	2020	FRANCIS LAROCHE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2020	LAROCHE, SARA R	CLINICS; OFFICES OF ALL OTHER	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
	2016	SARA LAROCHE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	LAROCHE, SARA R	OFFICES OF ALL OTHER	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
	2016	FRANCIS LAROCHE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	MADDIE LAROCHE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1989-90	BILL STOGNER		COLE	WOODLAND PARK	TELLER	CO
	1985	BILL STOGNER		COLE	WOODLAND PARK	TELLER	CO
1091 PARADISE VALLEY DR	2020	KATHLEEN EDIE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	KATHLEEN EDIE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	WILLIAM EDIE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	KATHLEEN EDIE	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1989-90	T SHERECK		COLE	WOODLAND PARK	TELLER	CO
	1985	MARC SHERECK		COLE	WOODLAND PARK	TELLER	CO
1111 PARADISE VALLEY DR	2022	TENNIE GOEN	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2016	JOHN TAYLOR	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2011	BLUE SPRUCE NRSY & LANDSCPG	LANDSCAPING SVCS	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
	2008	BLUE SPRUCE NRSY & LANDSCPG	LANDSCAPE CONTRACTORS	DIGITAL BUSINESS DIREC	WOODLAND PARK	TELLER	CO
1121 PARADISE VALLEY DR	2011	STEPHEN RICHARDSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2008	STEPHEN RICHARDSON	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2003	DAVID J MCDONALD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	2000	DAVID J MCDONALD	RESIDENTIAL	DIGITAL BUSINESS DIREC	WOODLAND PARK		CO
	1996	MCDONALD DAVID J		POLKS	WOODLAND PARK	TELLER	CO

1131 PARADISE VALLEY DR

2020 CHERYL KUHTZ
2016 CHERYL KUHTZ
2008 ANNE LENNOX
2008 DAVID MASON

RESIDENTIAL
RESIDENTIAL
RESIDENTIAL
RESIDENTIAL

DIGITAL BUSINESS DIREC
DIGITAL BUSINESS DIREC
DIGITAL BUSINESS DIREC
DIGITAL BUSINESS DIREC

WOODLAND PARK
WOODLAND PARK
WOODLAND PARK
WOODLAND PARK

CO
CO
CO
CO

APPENDIX C

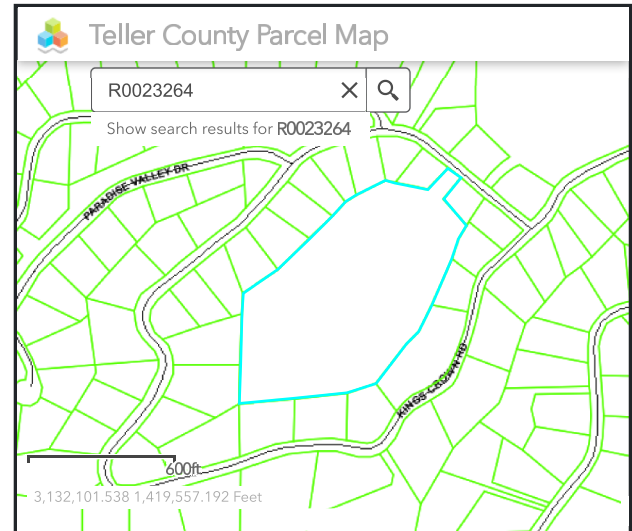
Teller County Property Records

Property Record

Acct No:R0023264



Map



[Full Screen Map](#) [Vacant Land Sales Map](#) [Comps Worksheet](#)

Ownership

Account No	R0023264
Parcel Id	6431.301000070
Notice of Value	PDF of 2023 Notice of Value
Actual	\$138,887
Assessed	\$38,750
Acct Type	Vacant Land
Owner Name	PARADISE ESTATES INC
Mailing Address	1012 S COPPER KEY CT GILBERT, AZ 85233

Location

Physical Address	
School Dist	RE-2
Acres	11.300000
Map No.	6431
Tax Dist	64
Area	WP CENTRAL AREA
Brief Legal	30-12-68 PT N2NE4 (PARADISE RANCH ADD) - LYING IN CENTER OF PARADISE EST FILNG #3 & #4

Brief Legal Description is not intended for use on legal documents

Zoning

Zoned SR

Zoning Information (provided by City of Woodland Park for Questions call 719-687-5202)

Land Attributes

Land Type	Abst Code	Acres
Vacant	0540	11.30

Building Information (provided by Assessor)

Transfers (provided by Assessor)

Sale Date	Reception No	Deed Type	Sale Price
03/01/1994	417752	Warranty Deed	\$711,500

Building Permits

Date	Permit No.	Description	Permit Issued By
------	------------	-------------	------------------

Property Tax History (provided by Treasurer)

Delinquent taxes are not shown on this website.

[Tax detail on Treasurers Web Site \(Note: Select Public User Login Button if prompted\).](#)

[Tax Payment Web site](#)

Authority	Mil Levy	Amount
TELLER COUNTY	14.64	\$270.10
RE-2 SCHOOL DIST	27.924	\$515.19
CITY OF WOODLAND PARK	15.75	\$290.59
NE TELLER COUNTY FIRE	14.718	\$271.55
RAMPART LIBRARY	4.119	\$76.00
PARADISE OF CO METROPOLIT	25	\$461.25
UTE PASS REGIONAL HEALTH	3.99	\$73.62
TOTAL	106.1410	\$1,958.30

Tax Year	Tax Amount
2022	\$1,958.30
2021	\$1,950.82
2020	\$1,946.92
2019	\$1,936.92
2018	\$1,268.38

About

The contributing Teller County Offices keep the information shown on this web site as current and as accurate as possible

Disclaimer

The Information Provided on this site is as accurate and complete as reasonably possible. Use of this information is the sole responsibility of the user, and Teller County assumes no liability associated with the use or misuse of this information

Contributors

Assessor
Treasurer
Clerk and Recorder
Community Development
Services Division (CDSD)

[Mail comments or suggestions to web developer](#)

Teller County Information Technology © 2022

APPENDIX D

PHASE I ENVIRONMENTAL SITE ASSESSMENT

CITATION OF SOURCES/DEFINITIONS

I. Regulatory Database Sources

ERIS was contracted to provide the ASTM E 1527-21 criteria radius map and source documentation (ERIS Property Settings Report (PSR) and physical settings information, based upon current environmental databases (reference Appendices B through B-2)

II. Environmental Setting Sources

Colorado Geological Survey - Geologic and Hydrologic Data

Teller County Assessor's Office - Property Data, Ownership

Teller County Clerk and Recorder's Office - Transfer of Title

Teller County Planning Department - Aerial Photographs, Zoning

Microsoft Research Maps, Colorado Oil and Gas Conservation Commission, and Google Earth – Aerial Photographs

III. Other

United States Geological Survey (USGS), 7.5 Minute Series Topographic Map, *Woodland Park, CO Quadrangle*.

United States Department of Agriculture, Natural Resource Conservation Service, *Soil Survey of Teller County*.

U.S. Fish and Wildlife Service, *National Wetland Inventory Map, Woodland Park, CO Quadrangle*.

IV. Regulatory Source Definitions

EPA: Refers to the United States Environmental Protection Agency, charged with protecting public health and the environment.

CERCLA: Refers to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the primary law that established a comprehensive government response system for handling hazardous waste contamination from past activities, current spills and non-continuous release sites.

CERCLIS: EPA database which identifies hazardous waste sites that require investigation and possible remedial action to mitigate potential negative impact on human health and the environment.

SARA: Refers to the Superfund Amendments and Reauthorization Act of 1986 (to CERCLA), which contains provisions specifying who is liable to pay for cleanup of contamination caused by past activities

Superfund was created to provide federal funding for site characterization and cleanup until costs can be recovered from the Potentially Responsible Parties (PRPs) of the contamination. The following liability standards were established:

- 1) Strict Liability - The law applies regardless of whether intent or prior knowledge of the situation was present;
- 2) Joint and Several Liability - Each party owning or involved with the property can be made responsible for the total cleanup costs;
- 3) Retroactive Liability - Parties can be held responsible for actions occurring prior to the law regardless of past practice or approvals;
- 4) Unending Liability - Liability for a problem on a site does not end with transfer of property, but extends as long as the problem exists;
- 5) Innocent Landowner Defense - Protection from liability if "all appropriate inquiry into the previous ownership and uses of the property" has been made prior to its transfer.

NPL: Refers to the CERCLA established National Priorities List which lists properties with the highest priority for cleanup.

SARA Title III: Part of the Emergency Planning and Community Right to Know Act (EPCRA), which requires operators of facilities to notify local emergency planning committee (often the local fire department) and state emergency response commission of any release or handling of reportable quantities of hazardous substances.

RCRA: Refers to the Resource Conservation and Recovery Act of 1980, implements procedure for the identification, tracking, safe management and disposal of hazardous materials and solid waste.

RCRA TSD: A facility at which hazardous materials are transported, stored, or disposed.

RCRA Generator: A facility that generates hazardous materials.

ERNS: Refers to EPA's Emergency Response Notification System, which maintains lists of releases or spills of reportable quantities of hazardous substances.

APPENDIX E



01. Near the south corner of Subject Property (SP) looking northeast (NE) along the SE boundary.



02. Near the south corner looking north across SP.



03. Near the south corner of SP looking NW along the SW boundary.



04. Near the west corner of SP looking SE along the SW boundary.



05. Near the west corner looking east across SP.



06. Near the west corner of SP looking WNW along the NW boundary.



07. Near the north corner of SP looking SW along the NW boundary.



08. Near the north corner looking south across SP.



09. Near the north corner of SP looking SE along the NE boundary.



10. Near the east corner of SP looking NW along the NE boundary.



11. Near the east corner of SP looking west across SP.



12. Near the east corner of SP looking SW along the SE boundary.



13. Residential properties located adjacent north of SP.



14. Residential properties located adjacent south of SP.



15. Residential properties located adjacent east of SP.



16. Residential properties located adjacent west of SP.

APPENDIX F

ESA

Environmental Site Assessments

Owner Questionnaire for a Phase I Environmental Site Assessment, ASTM 1527-21

Subject Property Address or Description:

Unaddressed, Structurally Undeveloped Property off Kings Crown Road, Account Number R0023264

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the owner of the subject property for which a Phase I Environmental Site Assessment is being conducted must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

1. Environmental cleanup liens that are filed or recorded against the site:

Are you aware of any environmental cleanup liens against the subject property that are filed or recorded under federal, tribal, state, or local law? NO

If yes, please describe the lien and provide supporting documentation:

2. Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry:

Are you aware of any AULs, such as engineering controls, land use restrictions, or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law? NO

If yes, please describe the AUL and provide supporting documentation:

3. Specialized knowledge or experience of the person seeking to qualify for the LLP

As the owner of the subject property, do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or adjoining property so that you would have specialized knowledge of the chemicals, processes, etc., used by this type of business? NO

Co Springs Office:
Denver Office:

P.O. Box 1027, Colorado Springs, CO 80901
P.O. Box 4971, Greenwood Village, CO 80155

Phone: (719) 473-8676
Phone: (303) 721-8600

ESA

Environmental Site Assessments

Owner Questionnaire for a Phase I Environmental Site Assessment, ASTM 1527-21

If yes, please describe this specialized knowledge or experience:

4. Relationship of the purchase price to the fair market value of the subject property if it were not contaminated.

Has the purchase price of this property been lowered below fair market value because of any contamination or some type of environmental issue? no

If yes, please describe the reasons for the lower purchase price:

5. Commonly known or reasonably ascertainable information about the property.

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as the owner:

A. Do you know the past uses of the property? (if "Yes", what?)

no

B. Do you know of chemicals that are present or once were present at the property?

no

C. Do you know of any petroleum based products that are present or were once present on the subject property (in 5-gal or greater size containers, barrels, or tanks)? no

D. Do you know of any spills or other chemical releases that have taken place at the property? no

E. Do you know of any environmental cleanups that have taken place at the property?

no

If yes, please describe the information:

Co Springs Office:
Denver Office:

P.O. Box 1027, Colorado Springs, CO 80901
P.O. Box 4971, Greenwood Village, CO 80155

Phone: (719) 473-8676
Phone: (303) 721-8600

ESA

Environmental Site Assessments

Owner Questionnaire for a Phase I Environmental Site Assessment, ASTM 1527-21

6. Do you know of any special permits need for the operation of the business or businesses that have occupied the subject property?

- Waste water discharge permit? no
- Air emissions permit? no
- Any other type of permits? no

7. Are any of the following items or activities present, or have been present, on the subject property (check any applicable item):

Yes		No	Yes		No	Yes		No
Underground Storage Tank(s)		X	Clarifiers, pits or sumps, oil/water separators (sand or grease traps)		X	In-ground hydraulic lifts (typically for vehicles)		X
Aboveground Storage Tank(s)		X	Water wells (active or abandoned)		X	Manufacturing or metal fabrication		X
Heating Oil Tanks		X	Oil or gas wells		X	Dry cleaning		X
			Monitoring wells		X			

Other: _____

Please describe any item identified above: _____

8. The degree of obviousness of the presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.

As the owner of the subject property, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

no

If yes, please describe the information:

Co Springs Office:
Denver Office:

P.O. Box 1027, Colorado Springs, CO 80901
P.O. Box 4971, Greenwood Village, CO 80155

Phone: (719) 473-8676
Phone: (303) 721-8600

ESA

Environmental Site Assessments

Owner Questionnaire for a Phase I Environmental Site Assessment, ASTM 1527-21

9. Are you aware or have you ever been notified that another property around yours has caused or had an environmental impact to your property.

NO

If yes, please describe which property and a brief description of the issue: _____

10. Are there any prior environmental reports concerning the subject property or related addresses? NO

If yes, can you provide copies of these reports or know where **ESA** can get copies of these reports? _____

Additional Information

Do you have contact information for the previous owner of the subject property? NO

If "yes", please provide contact info: _____

How long have you owned the subject property? Since 1994

Description of current activity on the subject property? Vacant property

Do you have a company or individual managing the property for you? NO

If "yes", who? _____

Do you have any knowledge of past ownership or activity on the subject property that would be of environmental concern? NO

What is the reason the Phase I is being conducted? for potential sale of the property

Completed by:

Signature: _____

Printed Name: Andrea Rodriguez

Co Springs Office:
Denver Office:

P.O. Box 1027, Colorado Springs, CO 80901
P.O. Box 4971, Greenwood Village, CO 80155

Phone: (719) 473-8676
Phone: (303) 721-8600

ESA

Environmental Site Assessments

Owner Questionnaire for a Phase I Environmental Site Assessment, ASTM 1527-21

Title: President
Contact #: 720-220-8326
Date: 6-1-2023

Co Springs Office:
Denver Office:

P.O. Box 1027, Colorado Springs, CO 80901
P.O. Box 4971, Greenwood Village, CO 80155

Phone: (719) 473-8676
Phone: (303) 721-8600

ESA

Environmental Site Assessments

Owner Questionnaire for a Phase I Environmental Site Assessment, ASTM 1527-21

Additional Notes:

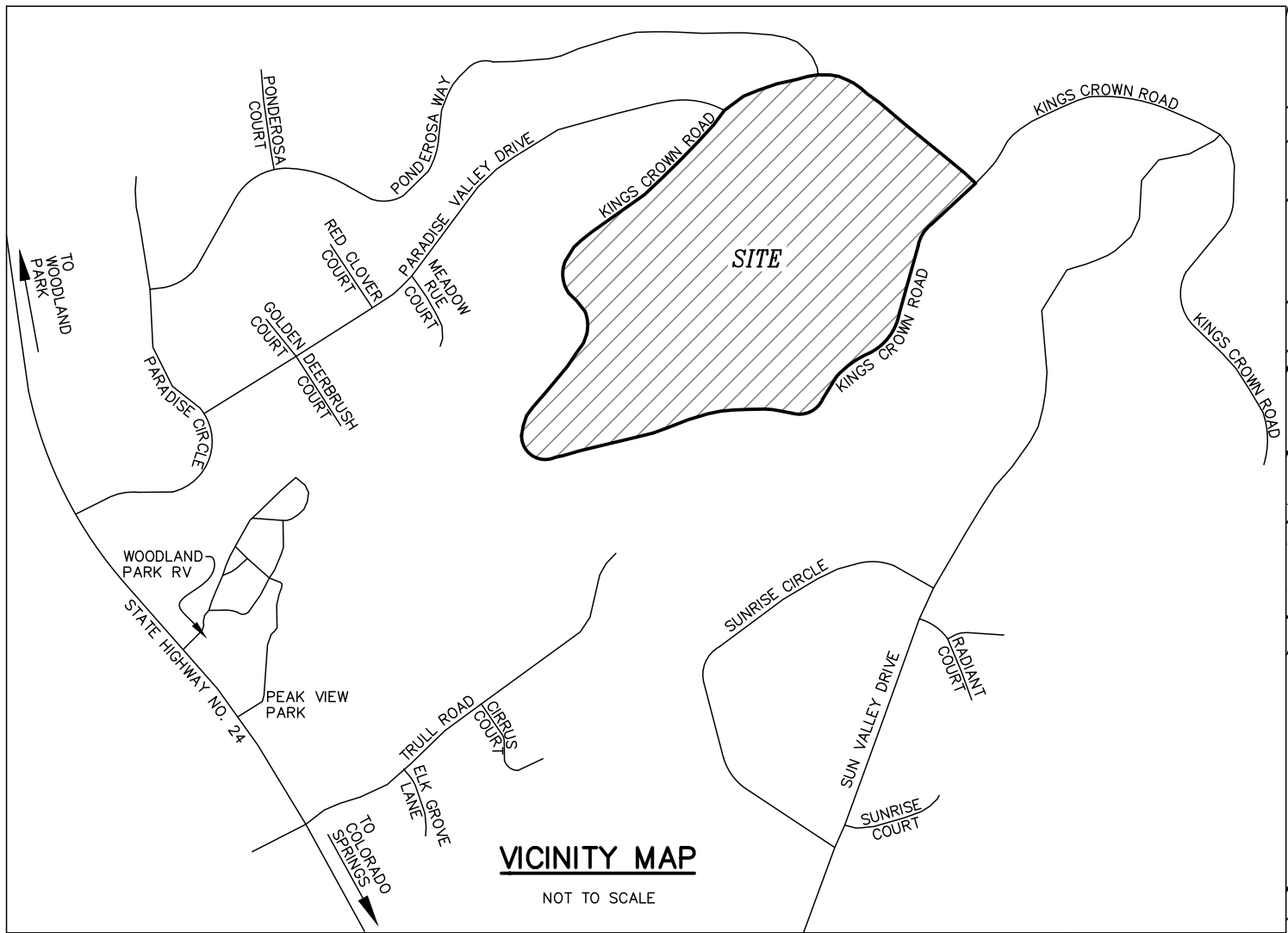
Co Springs Office:
Denver Office:

P.O. Box 1027, Colorado Springs, CO 80901
P.O. Box 4971, Greenwood Village, CO 80155

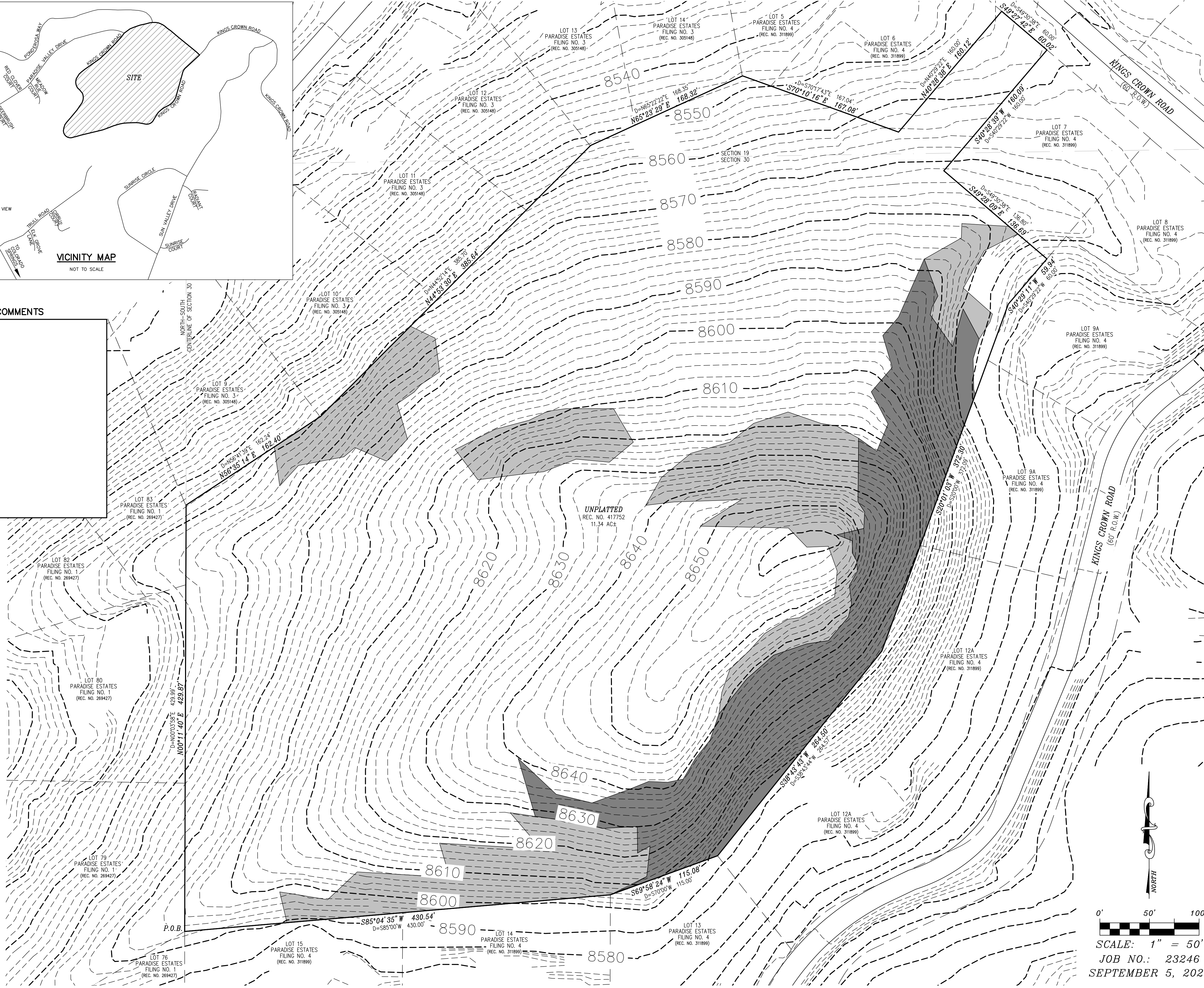
Phone: (719) 473-8676
Phone: (303) 721-8600

END OF REPORT

PRELIMINARY PLAT
KINGS CROWN SUBDIVISION
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



CITY COMMENTS



LEGAL DESCRIPTION:
A TRACT OF LAND IN SECTIONS 19 AND 30 IN TOWNSHIP 12 SOUTH RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TELLER COUNTY, COLORADO DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE N00°03'58"E 540.02 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUE N00°03'58"E 429.99 FEET; THENCE N56°41'39"E 162.24 FEET, THENCE N44°52'14"E 385.70 FEET, THENCE N65°22'22"E 188.35 FEET, THENCE S70°17'43"E 167.04 FEET; THENCE N40°29'22"E 160.00 FEET; THENCE S49°30'38"E 60.00 FEET; THENCE S40°29'22"W 160.00 FEET; THENCE S49°30'38"E 136.80 FEET; THENCE S40°29'22"W 60.00 FEET; THENCE S20°00'W 372.09 FEET; THENCE S38°43'44"W 264.57 FEET; THENCE S70°00'W 115.00 FEET; THENCE S85°00'W 430.00 FEET TO THE POINT OF BEGINNING, COUNTY OF TELLER, STATE OF COLORADO.

LEGEND - DIMENSIONAL STANDARDS			
DIMENSION STANDARD CATEGORY	SINGLE FAMILY RESIDENCE		APPLIES TO EXTERIOR BOUNDARY LINES ONLY
	FRONT	REAR	
BUILDING SETBACK	25'	25'	
	SIDE	8'	
MAXIMUM HEIGHT	MAIN BLDG.	30'	
	ACCESSORY BUILDING	20'	

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS PRELIMINARY PLAT WAS APPROVED SUBJECT TO CONDITIONS CONTAINED HEREIN BY THE CITY OF WOODLAND PARK CITY COUNCIL ON 2023, AFTER A PROPERLY CONDUCTED PUBLIC HEARING HELD ON 2023.

CITY PLANNER, CITY OF WOODLAND PARK DATE

OWNER
TERRENCE OMALLEY AND FADILE OMALLEY
1141 ROYAL OAK COURT
WOODLAND PARK, CO 8063
(954) 816-3196

PROFESSIONAL LAND SURVEYOR
ERIC R. SIMONSON
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

DESIGNER
MIKE BRAMLETT
JR ENGINEERING
5475 TECH CENTER DR. SUITE 235
COLORADO SPRINGS, CO 80919
(719) 593-2593

SLOPE ANALYSIS:
0-30% = 75.95%
30-40% = 13.31%
40-100% = 10.74%
SHADED AREAS = 30% OR GREATER SLOPE
30% TO 40% SLOPES
SLOPES GREATER THAN 40%

AREA SUMMARY:
TOTAL AREA OF PROJECT = 11.34 ACRES

ZONING:
THE PROPERTY TO BE PLATTED IS ZONED (SR) SUBURBAN RESIDENTIAL

FLOOD PLAIN CERTIFICATION:
ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 0819C0206D (EFFECTIVE DATE SEPTEMBER 25, 2009), THE DESCRIBED AREA IS LOCATED WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PRELIMINARY PLAT - KINGS CROWN SUBDIVISION
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 23246 PP.DWG PAGE 1 OF 1



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Kip Wiley, Deputy City Manager/Director of Operations

DATE: January 4, 2024

SUBJECT: Approval of Ordinance No. 1467, Series 2023, an Ordinance of the City Council for the City of Woodland Park, Colorado approving the Development Agreement Between the City of Woodland Park and the pathway to the Rockies Council, Boy Scouts of America for the development of the Glen aspen Reservoir Project. (QJ) (Presenter Utilities Director Kip Wiley)

BACKGROUND: BACKGROUND:

As City Council is aware, the Utilities Department has identified a need for a large local water reservoir to store augmentation water. Augmentation water is our most valuable water as we need it to pump our local water sources. Without this water we cannot use our local water. The addition of a reservoir within our water supply does not increase our buildout population, it is simply to secure our future, be able to withstand dry years, plan accordingly and be responsible with our water resource.

A reservoir site has been identified and preliminary site investigation was done to include potential size and a soil analysis to determine if material on site can be used to construct the dam. We also have some old preliminary cost estimates to construct the reservoir. This potential reservoir (when constructed) is six times the size of our current reservoir for a total of 300 to 350 Acre Feet (AF) when full. Currently the City uses 240-330 AF of this water per year. If full the City would have one year of augmentation water in supply. Having this water locally is very beneficial as we reduce our reliance on Colorado Springs Homestake Pipeline. The Homestake Pipeline is shut down from time to time due to a pipe failures, pumping failures and routine maintenance. This makes it difficult as we only have one month of storage locally. The City currently uses four reservoirs to store augmentation water. One reservoir is located in Leadville, two reservoirs in Ordway CO and we have a local reservoir that holds approximately 55 AF. This would be a fifth reservoir, our largest storage capacity ... and did I mention local!

The City has also had preliminary discussions for land development and land acquisition. This is where the development agreement before you comes into play. The discussions centered on land leases, easements, purchases and other arrangements. The deed on the property had some challenges to work through as well. There will be a minor court process that will take place to clean up the deed. The development agreement before you is what we believe is the best path forward for the City and the property owner.

The Pathway to the Rockies Council, Boy Scouts of America (property owner) have reviewed the

development agreement and have voted in favor of it.

DISCUSSION:

The development agreement is the first step in the land acquisition to acquire property for a reservoir. This agreement lays out most of the details relating to how this land acquisition will take place. There will still be some things that come up during the design of the reservoir as well as site restrictions and site improvements however, we will have to solve those as they arise and City Council will be kept in the loop. As much as we try to think of everything up front, there are always unforeseen circumstances.

- 2024 Budget does include \$1.0M for Engineering and design
- Next steps include a scope of work for the design
- Next step include Deed cleanup
- Next steps include permit process with El Paso and Teller counties
- Work with Grant Analyst to secure additional funds

RECOMMENDATION: Approval of Ordinance No. 1467, Series 2023.

ATTACHMENTS:

1. Ordinance 1467 - Woodland Park - Approving BSA Development Agreement
2. DEVELOPMENT AGREEMENT v.5 2023.11.8 scb with exhibits

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1467
(Series 2023)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF WOODLAND PARK AND THE PATHWAY TO THE ROCKIES COUNCIL,
BOY SCOUTS OF AMERICA FOR THE DEVELOPMENT OF THE GLEN ASPEN
RESERVOIR PROJECT**

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under Article XX, Section 6 of the Colorado Constitution and the City Charter;

WHEREAS, pursuant to Section 7.2 of the City Charter, the City Council (the “Council”) shall act by ordinance, resolution, or motion and all legislative enactments of a permanent nature shall be in the form of ordinances;

WHEREAS, further, pursuant to Section 15.2(a), the Council, by ordinance, may purchase, sell, exchange, or dispose of any interest in real property;

WHEREAS, the City, through the Development Agreement, has the opportunity to acquire land to build a reservoir on land currently owned by the Pathway to the Rockies Council, Boy Scouts of America that will serve as a water storage for the City;

WHEREAS, the Council believes that it is in the best interest of the City to adopt the Development Agreement to allow the City to obtain a new water storage site;

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general welfare of its citizens to adopt the Development Agreement with Pathway to the Rockies Council, Boy Scouts of America and to memorialize the Agreement through this ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOODLAND PARK, COLORADO, AS FOLLOWS:**

Section 1. The Development Agreement between the City and the Pathway to the Rockies Council, Boy Scouts of America is hereby approved by the City Council.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC
HEARING THIS ____ DAY OF _____, 2023.

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq

DEVELOPMENT AGREEMENT

Between

City of Woodland Park,
a Colorado Municipality, as City

and

Pathway to the Rockies Council, Boy Scouts of America,
a Colorado Nonprofit Corporation, as Owner

Dated: _____, 2023.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is entered into as of the date set forth above by and between **Pathway to the Rockies Council, Boy Scouts of America**, a Colorado Nonprofit Corporation (together with its successors and assigns, “Owner”) and **City of Woodland Park**, a Colorado Municipality (“City”).

Article 1. Recitals and Definitions

- 1.1. Recitals. Owner owns land comprising approximately 200 acres in Teller and El Paso Counties, located at 11050 Loy Creek Rd, Woodland Park, CO 80863, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”), and City desires to acquire a portion of such Property (or sufficient rights therein) to develop a reservoir, a Water Treatment Facility constructed for the benefit of the portion of the Property retained by Owners, and other Improvements servicing the same (the “Project”) and be known as “Glen Aspen Reservoir.” Subject to and in accordance with the terms hereof, Owner and City wish to establish a mutually beneficial relationship between the Parties by defining the responsibilities, timelines, and financial terms of the transaction.
- 1.2. Definitions. The terms defined in this Section 1.2 shall, for the purposes of this Agreement, have the meanings herein specified unless the context expressly or by necessary implication otherwise requires:
 - 1.2.1. “Commencement of Construction” means the date that is the earlier of: i) the date Property undergoes any physical change or alteration in furtherance of the Project or Improvement; or ii) the date the legal or equitable rights in any portion of the Property are conveyed to City by recorded instrument.
 - 1.2.2. “Completion” or “Completed” means the full and final completion of the Improvements and the balance of the Project, in a good and workmanlike manner, lien free (which may include liens removed by the posting of bond acceptable to remove such lien from title) and material defect free, substantially in accordance with the Plans and Specifications, and in accordance with the terms of this Agreement. “Completion” shall further not be deemed to have occurred until Owner has determined that there have been no significant or material unapproved field changes during construction of the Project (other than Minor Field Changes and those changes otherwise approved by Owner pursuant to the terms of this Agreement). Completion of the Reservoir shall be measured as to its capacity to begin receiving and retaining water and not to the date it is filled to capacity. Completion of the Water Treatment Facility shall mean a functioning facility providing water.
 - 1.2.3. “Completion Date” for the Water Treatment Facility means twelve (12) months after the Completion of other Improvements. For all other Improvements, Completion Date means the earlier of:
 - (i) twenty-four (24) months following Commencement of Construction, with such date extended one day for each day of delays caused by any Event of Force Majeure, or
 - (ii) December 31, 2027.
 - 1.2.4. “Event of Force Majeure” means any of the following: strike, lockout, fire or other casualty, material or labor shortage, governmental regulation or control not in effect on the date of this Agreement, inclement weather, or acts of God; provided that City shall deliver to Owner written notice of the

- occurrence of each such event within five (5) days after the date that City first becomes aware of the occurrence thereof. For the avoidance of doubt, “Event of Force Majeure” shall **not** include (a) inability to obtain financing or other lack of funds, (b) delays in obtaining any governmental approval unless such delay is the result of a general moratorium on issuing government approvals, (c) delays due to adverse soil conditions, if such delays due to adverse soil conditions continue for longer than thirty (30) days in aggregate, or (d) any government regulation or control enacted by or within the control of a party asserting such event as a force majeure.
- 1.2.5. “Improvements” means, collectively, the improvements to be constructed on the Property as shown in the final Plans and Specifications.
- 1.2.6. “Minor Field Changes” shall have the meaning set forth in Section 3.4.
- 1.2.7. “Plans and Specifications” refers to the Preliminary Plans and Specifications and Final Plans and Specifications, as identified in Section 3.1. In the event of any inconsistency, the Final Plans and Specifications shall control. Final Plans and Specifications shall include proof of satisfaction of all Requirements, a final site plan, engineering and architectural drawings, proposed deeds and easements with any plat of survey or easement survey exhibits, proof of City’s noncontingent funding sufficient to reach Completion, and a detail schedule for Completion.
- 1.2.8. “Project” has the meaning set forth in Section 1.1 including Key Elements as set forth in Section 2.7.
- 1.2.9. “Property” has the meaning set forth in Section 1.1.
- 1.2.10. “Punchlist Items” means, collectively, unfinished items of on-site construction and correction of any such work that are necessary for the Owner to use or access the Project or Improvements or otherwise fulfill City’s obligations in this Agreement but are not necessary for Completion of the Project in accordance with the terms of this Agreement, that will be completed by City within 60 days following Completion.
- 1.2.11. “Quiet Title Action” means an action brought pursuant to Rule 105 of the Colorado Rules of Civil Procedure or the like, seeking a decree quieting marketable title to the Property in the Owner as against potential contingent remainders, executory interests, covenants, or conditions arising in beneficiaries of the matter captioned Estate of Leonard Johnson, Jr., Teller County Probate 07PR734.
- 1.2.12. “Requirements” means, collectively, all laws, ordinances, rules, regulations, codes, requirements of governmental authorities, permits, licenses, approvals, the terms of all restrictions, easements and other arrangements of record affecting all or any portion of the Property, and all contractual obligations of City and Owner.

Article 2. Plan of Development

2.

- 2.1. Quiet Title Action. Within 30 days of the execution of this Agreement, Owner shall file the Quiet Title Action and shall subsequently pursue timely prosecution of such action in good faith. Should Owner be unsuccessful in obtaining a decree reasonably acceptable to Owner and City’s respective counsel, this Agreement shall terminate. City shall pay Owner’s costs, including reasonable attorney fees (but not sanctions) of prosecuting the Quiet Title Action, which obligation shall survive termination of this Agreement. Costs of this action are anticipated not to exceed \$10,000. However, in the event that they do, Owner shall consult with the City’s attorney upon reaching the estimate and every \$5,000 thereafter for the purpose of facilitating City’s decision to continue with this Agreement or to Terminate this Agreement in accordance with Section 5.2. The City shall also obtain a litigation guarantee policy from a title company of City’s choosing at City’s cost which shall name City and Owner as named insured and which shall cover the entirety of the Property.
- 2.2. Condition of Property. The Owners shall maintain the Property in its current condition, subject to ordinary wear and tear and changes specifically authorized by this Agreement.
- 2.3. Plans and Specifications; Owner and Municipal Approval. City shall, upon execution of this Agreement, and in consultation with the Owner, act in reasonable diligence to develop and approve Final Plans and Specifications for the Project and Improvements and governmental approvals and Requirements. Upon City’s adoption, City shall present them to Owner for Owner’s acceptance and adoption as Final Plans and Specifications for the Project.
- 2.4. Title Transfer. Upon adoption of Final Plans and Specifications, the Parties shall execute and record title documents including easements, deeds or dedication of the tracts identified to contain the Reservoir, Water Treatment Facility, and Access Road, in a form mutually acceptable to Parties’ respective counsel.

- 2.5. Construction Phase. City shall not commence construction until the Final Plans and Specifications have been approved by Owner and the City. Once construction has commenced, City shall consistently and diligently prosecute construction of the Projects in conformity with the Final Plans and Specifications.
- 2.6. Post Construction. When construction is Completed, City shall survey the Project and all Improvements, and Parties shall execute any corrective title instruments to alleviate any Minor Field Changes as-built variations or encroachments or other mutually agreed upon deviations. Substantial deviations or encroachments shall be removed and rebuilt in conformity with the Final Plans and Specifications.
- 2.7. Key Elements of Project. The Project and its development shall include the following Key Elements:
- 2.7.1. Continuous Camp Operation. All development activities shall be conducted in a manner that does not interfere with the continuous operation of Owner's camp and Scouting activities.
- 2.7.2. Reservoir. The City shall design, construct, and maintain a water storage reservoir approximately 11 surface acres in size, capable of holding approximately 300-350 acre-feet when full, to be used to detain water primarily sourced from the Homestead Pipeline or other external water source (i.e. not surface or ground water) for the benefit of City's municipal water supply (the "Reservoir"). The Reservoir shall be filled and shall be used only for potable water purposes and not for general public recreation. No public access to the Reservoir or surrounding areas shall be allowed. The Reservoir and access points shall be surrounded by appropriate gates, fencing, and signage to prevent public access. The real estate encompassing the Reservoir shall be conveyed or dedicated to City, subject to the terms of this Agreement.
- 2.7.3. Water Treatment Facility and Hydrants. The City shall design and construct for Owner's benefit a dedicated water treatment facility and several fire hydrants ("Water Treatment Facility"), servicing the portion of the Property retained by Owner, including Owner's planned or future improvements, ensuring that it meets all applicable regulatory requirements and standards applicable at the time of build. The City shall own and maintain the water treatment facility and hydrant improvements at all times.
- 2.7.3.1. Location.
- 2.7.3.1.1. The treatment facility shall be located Southeast of the existing Glen Aspen Ranch Boy Scout Camp, and shall be adjacent to or located within the "50' UTILITY EASEMENT" shown on the Preliminary Plans and Specifications.
- 2.7.3.1.2. The hydrants shall be placed at an agreed upon location reasonably proximate to the existing buildings and planned or future improvements in such location as may be required to fulfill their intended purpose.
- 2.7.3.2. Access.
- 2.7.3.2.1. Owner shall grant the City a permanent improvement easement for the facility and hydrants which shall provide for necessary ingress and egress rights for access and maintenance to the facility and hydrants.
- 2.7.3.2.2. Access shall be from and over the existing southern access drive off Loy Creek Road. If, prior to Owner's approval of Final Plans and Specifications, the City determines the quality, condition, or footprint of the existing southern access drive is insufficient or undesirable, the City may propose improvements to the existing drive or solutions involving alternative or temporary access, to be presented to Owner for inclusion in the Final Plans and Specifications, subject to the following: (i) improvements shall, to the extent practicable, maintain the footprint of the existing drive; (ii) all alternative or new access shall be from Loy Creek Road and shall be adjacent to the existing southern access drive or elsewhere within the "50' UTILITY EASEMENT" shown on the Preliminary Plans and Specifications; (iii) the treatment facility shall be accessed without entering the camp, i.e. without traveling north of the southernmost building in existence at the time of this Agreement; (iv) the City shall be responsible for all such construction and improvements; and (v) no part of this paragraph shall be construed to disturb Owner's sole discretion in determining whether to approve the Final Plans and Specifications.
- 2.7.3.3. Service and Capacity.
- 2.7.3.3.1. The hydrants shall provide, at City's cost, an unmetered allocation of nonpotable and untreated water.

- 2.7.3.3.2. The treatment facility shall provide, at City's cost, an annual water allocation of 40,000 gallons of potable water.
- 2.7.3.3.3. The City shall ensure the treatment facility is operational and producing potable water not less than eight (8) consecutive months from March 1 through October 31, at City's cost. The City will provide the Scouts with an annual water allocation of 40,000 gallons of potable water from the water treatment facility for their use. Potable water use in excess of the annual allocation shall be permitted but shall be billed to the Scouts at the then-prevailing rate for water. Except for potable water use in excess of the annual allocation, the City will not seek to be reimbursed for costs associated with the Water Treatment Facility, hydrants, or provision of water.
- 2.7.3.3.4. Parties shall execute such other and further documents with the utility as necessary to effect these terms.
- 2.7.4. Access Road and Parking Lot. The City shall construct a new, permanent access road which shall extend from the dam site in a generally northeasterly direction, terminating at Loy Creek Road, in approximately the location shown on the Preliminary Plans and Specifications as "30' ACCESS EASEMENT." At the termination point of the Access Road, the City shall construct a gravel parking lot/staging area which shall be of sufficient size to allow for staging of construction vehicles, a temporary on-site construction trailer, and turnaround for school buses. The Access Road and Parking Lot shall be of a grade and quality suitable for large construction vehicles, school buses, and passenger vehicles. The real estate encompassing the Access Road and Parking Lot shall be conveyed or dedicated to City, subject to a permanent easement appurtenant to the Owner's Property which shall allow ingress/egress over the Access Road and use of the Parking Lot for staging, loading and unloading of passengers and cargo, vehicle turnarounds, parking, seasonal vehicle storage, and other ancillary activities. Repair and maintenance of the Access Road and Parking Lot shall be the sole responsibility of the City.
- 2.7.5. Deed Restriction. The deeds or other dedications of the Reservoir, Access Road, Parking Lot, or any other any portion of the Property to City shall be subject to a condition subsequent that the grantee never convert the property to public use or access. Upon failure of the condition subsequent, the property shall revert to Owner.
- 2.7.6. Private Recreational Easement. The City shall grant an easement in gross, personal to Owner for the benefit of Owner and Owner's invitees, granting rights to access and use the Reservoir for recreational fishing, boating/watercraft, and swimming, subject to the following: (i) watercraft and ancillary equipment having ever been used or placed in any other body of water shall under no circumstances be introduced to the Reservoir; (ii) only non-motorized watercraft (except electric powered trolling motors under 6 horsepower and producing no wake) shall be allowed; (iii) all recreational activity and access shall be limited to Scouting purposes and education. Additional recreational activities may be permitted with prior permission of the City. The easement shall be non-assignable except to other affiliates of the Boy Scouts of America organization. In the event of a lapse in commercial liability coverage provided by the national Boy Scouts organization, the Owner further agrees to either (i) procure a commercial liability policy or premises liability policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Owner and the City being listed as the Additional Insured on a primary and noncontributory basis; or (ii) cease use of the recreational easement for any time in which coverage is not in place. Owner shall provide a copy of the current Certificate of Insurance to the City upon the execution of this agreement. The Easement shall provide that the City shall have no responsibility for the safety and or security of any person participating in the use of the private recreational easement by the Owner and Owner's invitees. Owner expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to Owner or Owner's invitees resulting directly or indirectly from their participation in Owner and Owner's invitee's use of the recreational easement, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of the Owner or Owner's invitees, except that such indemnification shall not extend to any liability or claim of liability arising out of any act or omission of the City and shall not extend beyond the proceeds of any applicable insurance policy then in force.

- 2.7.7. Temporary and Ancillary Easements and Licenses. Each party shall grant the other such temporary or ancillary easements or licenses necessary to effect the purposes of this Agreement, including: ingress/egress over access roads, fence easements; a temporary off-site license for material procurement (i.e., harvesting of fill dirt) over the location shown on the Preliminary Plans and Specifications as “MAXIMUM BORROW AREA”, which temporary off-site license shall require the City to recompact the soil at a generally level grade, to reintroduce native surface vegetation, shrubs, and trees, and to conduct erosion control measures upon conclusion of its harvest.
- 2.7.8. Improvements and Utilities. To the maximum extent possible: utility improvements shall be placed underground and within existing utility easement areas or combined with other planned easement areas. No Improvements shall disturb the location or use of the existing camp.

Article 3. City's Obligations

3.

- 3.1. Certain Development Obligations. Owner hereby retains City as, and City hereby agrees to act as, the developer for the Project and to develop, organize, supervise, monitor and manage the Project, subject to and in accordance with the terms of this Agreement. Owner has approved the preliminary plans and specifications for the Project, which preliminary plans are attached as **Exhibit B** to this Agreement (the “Preliminary Plans and Specifications”), which shall be finalized by City and subject to Owner’s review and consent, in Owner’s sole discretion (upon approval, such plans shall become the “Final Plans and Specifications”). City shall develop and cause Completion of the Project to occur in accordance with the terms of this Agreement and at a cost (which shall be paid solely at City’s cost).
- 3.2. Liens. If any direct or indirect contractor, subcontractor, supplier or any other party affiliated with or otherwise party to any contract with the City establishes a lien against the Project and/or the Property or the work done or materials supplied in connection with the Improvements, City shall, within ten (10) business days following the earlier of City’s receipt of notice from the Owner regarding such lien and such time as City becomes aware of the lien, cause the lien to be discharged of record (either by obtaining and recording a lien discharge bond from a surety and in a form reasonably acceptable to Owner, or otherwise causing such lien to be discharged of record) at no cost to Owner. City agrees to indemnify, defend, and hold Owner harmless from and against any and all costs, expenses, liabilities, claims and obligations incurred in connection with any such lien for which City is responsible hereunder and to have such lien discharged of record. City’s obligations under this Section, including the obligation to indemnify, defend and hold Owner harmless, shall survive the expiration or termination of this Agreement.
- 3.3. City’s Services. Without limiting any other term of this Agreement, City shall, and shall have the right to:
- 3.3.1. Keep Owner and Construction Consultant advised generally as to developments affecting the Property and the Project and respond, coordinate and cooperate with all reasonable requests by Owner inquiring as to the status of the progress of the Project for the purpose of enabling Owner to monitor City’s progress;
- 3.3.2. Obtain and maintain (or cause to be obtained and maintained) in full force and effect all necessary authorizations, agreements, permits, licenses (including, without limitation, surety bonds), Requirements, and similar documents with the appropriate governmental authorities and utility companies pertaining to the Project and necessary for Completion of the Project by the Completion Date and full use and occupancy of the Project;
- 3.3.3. Supervise the performance of all contracts with and coordinate the activities of all designated Project consultants;
- 3.3.4. Perform such other related business and development functions pertaining to the development of the Project as agreed between Owner and the City;
- 3.3.5. Supervise the design and construction of the Project, including all buildings constructed as a part of the Project and all off-site improvements and on-site common area improvements, such as site preparation and grading, above-ground and underground utility systems, temporary or permanent parking lots, surface improvements, lighting, roads, and landscaping, in each case strictly in accordance with the Plans and Specifications;
- 3.3.6. Within thirty (30) days following Completion, City shall deliver to Owner a complete set of as-built drawings or a complete set of annotated Plans and Specifications prepared by the Architect, General Contractor or any subcontractor, as applicable, and showing all of the Project and Improvements as

actually constructed. Such as-built drawings shall be in form reasonably satisfactory to Owner, and City shall cause any corrections requested by Owner or Construction Consultant to be made in such as-built drawings;

3.3.7. Perform the following services:

- 3.3.7.1. Complete all Punchlist Items within 60 days following Completion to the reasonable satisfaction of Owner and otherwise in accordance with the terms of this Agreement;
- 3.3.7.2. Deliver to Owner upon Completion an as-built survey of the Project prepared by a registered land surveyor in the state where the Property is located and in form and substance reasonably satisfactory to Owner, showing no encroachments on the portion of the Property retained by Owner;
- 3.3.7.3. Perform such other services as are usual and customary in the development, construction and operation of the Project; and
- 3.3.7.4. At all times during construction of the Project, City, and City's contractors and subcontractors, when insurable risk exists, shall procure or cause to be procured for the benefit of Owner and shall name Owner as an additional insured thereon:
 - 3.3.7.4.1. "special perils" or equivalent policy form of builder's risk insurance in the amount of not less than \$10,000,000.00 per occurrence and \$10,000,000 general aggregate and must provide (A) a permission to occupy endorsement (B) include coverage for the perils of collapse, flood and/or surface water, and earthquake/volcanic action, where applicable;
 - 3.3.7.4.2. a policy of commercial general liability insurance (occurrence form) having a limit of not less than \$1,000,000 per single occurrence, \$2,000,000 aggregate, including a "Per Project Aggregate" endorsement. Owner and its designees shall be named as additional insured on City's, General Contractor's and all subcontractor's policies. The additional insured coverage shall be provided on either (A) CG2010 covering ongoing operations and CG2037 covering additional insured completed operations; or (B) an equivalent form which includes both Ongoing and Completed Operations, if acceptable to Owner;
 - 3.3.7.4.3. commercial automobile liability including coverage for owned, hired and non-owned vehicles with a limit not less than \$1,000,000 combined single limit;
 - 3.3.7.4.4. worker's compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and employers liability insurance in an amount not less than \$500,000, each accident; \$500,000 disease policy limit; \$500,000 each employee, covering all persons employed in the conduct of its operations at the Project (including the all states endorsement and, if applicable, the volunteers endorsement); and
 - 3.3.7.4.5. an umbrella policy of commercial general liability insurance having a limit of not less than \$10,000,000.00 per occurrence and \$10,000,000 general aggregate.
 - 3.3.7.4.6. Such insurance policies shall be issued by insurance companies with a rating of not less than A- Class VIII in the latest edition of Best's Insurance Guide. City shall deliver to Owner certified copies of such insurance policies, together with certificates evidencing the coverage of Owner under the liability policy, promptly upon issuance or renewal thereof. City shall not take or fail to take any action that would cause the cancellation of, diminish coverage under or result in an increased premium for any of the insurance described in this Section.

3.4. Amendments to Plans and Specifications. City shall not amend the Final Plans and Specifications or utilize a change order except upon the terms and conditions set forth in this Section. Except for Minor Field Changes (as defined below), if City desires to amend or modify the Final Plans and Specifications, City shall provide thirty (30) business days' prior written notice to Owner (each, a "Change Notice"). The Change Notice shall specify the proposed change to the Final Plans and Specifications, the amount of any increases or decreases in the burdens or obligations to Owner or the Property connection with such proposed change and other relevant information to permit Owner to evaluate the proposed amendment, modification or change order and the actual or potential effect upon the Project and Improvements. Owner, in its sole discretion, may approve of any proposed amendment, modification or change order set forth in the Change Notice, by providing City with written notice of such approval within thirty (30) business days after Owner's receipt of such Change Notice (the "Approval Notice"). Unless Owner, in its sole discretion, sends City notice within such period, that Owner will not send the Approval Notice, the proposed amendment or modification shall be deemed to have been approved by Owner. Notwithstanding anything

herein to the contrary, City may make Minor Field Changes in the Plans and Specifications without the consent of Owner. As used herein, the term “Minor Field Changes” means any changes to the Plans and Specifications which satisfy all of the following conditions and requirements:

- 3.4.1. the change shall not alter the benefits or burdens of the Owner or the Property retained by Owner;
- 3.4.2. the change shall not involve any substitution or elimination of materials; or if it does involve material substitution, the substituted materials are of equal or superior quality, durability and appearance to the materials which are being replaced, and the substitution shall not materially change the appearance or use of the Improvements;
- 3.4.3. the change shall not diminish the value or utility of the Project or the mechanical, structural or architectural integrity thereof;
- 3.4.4. the value of the work represented by such proposed change when combined with all previous Minor Field Changes, shall not have a cumulative value in excess of \$400,000; and
- 3.4.5. City shall give notice to Owner of the change within five (5) business days after the change is effected. Nothing in this subsection shall be deemed in any way to excuse, delay or otherwise affect City’s obligations to deliver to Owner as-built drawings as described in Section 3.3.6

Notwithstanding anything to the contrary contained in this Section 3.4, in no event may City amend the Plans and Specifications or utilize change orders in any manner which would modify, change or otherwise alter the foundations or location of the Project or Improvements.

Article 4. Covenants, Representations and Warranties of City.

4.

4.1. City hereby covenants, represents and warrants to Owner as follows:

- 4.1.1. City is a Municipality duly formed and in good standing under the laws of the State of Colorado and duly qualified to do business within the State of Colorado. City has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by City pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement and all documents, instruments and agreements entered into by City pursuant to this Agreement constitute the valid, legal and binding obligations of City enforceable in accordance with their respective terms upon proper execution and delivery thereof by City, subject as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and to general equity principles. This Agreement has been executed and such other documents, instruments and agreements have been or will be executed by duly authorized representatives of City.
- 4.1.2. Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that City or, to City’s knowledge, General Contractor obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party which has not been obtained (other than building permits, and operating permits or agreements with Teller or El Paso County which City will obtain prior to commencing construction) or which, in any case or in the aggregate, if not obtained or made would have an adverse effect, financial or otherwise, on the Project or render such execution, delivery or consummation illegal or invalid.
- 4.1.3. To City’s knowledge, the factual matters set forth in the Recitals are true, complete and accurate in all respects.
- 4.1.4. As of the date hereof, there are no actions, suits, proceedings or investigations, at law or in equity, or before any governmental agency or other person, (i) pending against City, its partners or the City Principals or (ii) to City’s knowledge, threatened against City, its partners or the City Principals, which, in any case or in the aggregate, will have a materially adverse effect on their respective abilities to meet their obligations in connection with this transaction or have a material adverse effect on the value, use, operation or occupancy of the Project. City shall deliver or shall cause to be delivered to Owner promptly following receipt thereof any notice of any action, suit, proceeding or investigation, at law or in equity, against City or its partners which reasonably could have a material adverse effect on their respective abilities to meet their obligations in connection with this transaction or have a material adverse effect on the value, use, operation or occupancy of the Project.

- 4.1.5. City believes that the City of Woodland Park, County of Teller, and County of El Paso, Colorado, Colorado, as applicable, the United States Environmental Protection Agency, and all other applicable governmental authorities or utilities shall have approved the Plans and Specifications for issuance of a land disturbance permit, building permits for construction, discharge permits, and any other permit, service or utility agreements necessary for the construction and operation of the Improvements and Project (the “Building Permits”)
- 4.1.6. The Property is taxed as one or more separate parcel(s) (*i.e.*, not as part of a larger tax parcel that includes the Property) for real estate tax purposes.
- 4.1.7. To City’s knowledge, the Property is not in violation of any law applicable to the Property. City has neither received nor been threatened with a notice of violation of any law applicable to the Property.
- 4.1.8. There are no special assessments pending or, to City’s knowledge, threatened against or with respect to the Property on account of or in connection with such public streets, roads or any other public improvements including, but not limited to, storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like. City covenants not to levy any special assessments against the Property for the Project.
- 4.1.9. The Property is benefited by (or will be benefited by prior to Completion) easements of unlimited duration as are necessary for the Project. No additional easements are required for the provision of utilities, access, egress and drainage to or for the benefit of the Property or the Project in connection with the use and operation of the Project and Improvements as depicted on the Plans and Specifications.
- 4.1.10. Upon their issuance, the liability insurance policies required under this Agreement shall name Owner as additional insured. Promptly following issuance thereof, City shall deliver to Owner true, correct and complete copies of all of such insurance policies.
- 4.1.11. No broker, finder, agent or other intermediary has been employed by or on behalf of City in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby, and no such party has any right or claim to any commission, finder’s fee or similar amount payable as a result of any act of, or engagement of, such party by City. City hereby indemnifies Owner against all liabilities and expenses (including, without limitation, attorneys’ fees and costs), in connection with any claims for commission, fee, compensation, or otherwise, for the bringing about of this transaction, or the consummation hereof, which may be made against Owner, as a result of any acts of City. City’s obligation to indemnify Owner in this Section 5(v) shall survive the expiration or termination of this Agreement.
- 4.1.12. City has not received any notice of condemnation or of eminent domain proceedings or negotiations for the purchase of any of the Property or the Project in lieu of condemnation, and no condemnation or eminent domain proceedings or negotiations have been commenced or, to the best of their knowledge, threatened in connection with the Property. City covenants not to initiate or threaten eminent domain proceedings on its own behalf with regard to any part of the Property or Project which would result in its obtaining rights or Owner’s suffering burdens in excess of those set forth in this Agreement.
- 4.1.13. All utility services, including, but not limited to, water, electric power, gas, cable television and telephone service are, or will be prior to Completion, available to the Property in form and with capacity sufficient for the useful enjoyment and operation of the Project and Improvements and no unpaid assessments, impact fees, development fees, tap-on fees or recapture costs are payable in connection therewith.
- 4.1.14. City shall not at any time use, store or keep at the Property any Hazardous Materials, except those customarily and prudently used in construction or operation of projects similar to the Project and in compliance with all Environmental Laws.
- 4.1.15. City represents and warrants that (i) City is classified as a tax exempt Municipality for Federal income tax purposes and (ii) City’s U.S. employer identification number is 84-6002740. City covenants that it will not take any action (or fail to take any action, as the case may be) that would cause the representation in this clause 4.1.15 to fail to be true throughout the term of this Agreement.

Article 5. Term and Enforcement

5.

- 5.1. Term. Unless earlier terminated by the express provisions hereof, this Agreement shall continue in full force and effect from the date hereof until Completion of the Project, together with any post Completion obligations.
- 5.2. Early Termination. At any time prior to approval of the Final Plans and Specifications, or otherwise prior to the commencement of construction, whichever shall occur later, either Party shall have the right, in its sole discretion, to terminate this Agreement by written notice, whereupon this Agreement shall immediately terminate. Further, in the event of any such termination, each Party shall be relieved of any further obligation hereunder, except to the extent of any indemnity or reimbursement obligation set forth in this Agreement, all of which shall survive the expiration or termination of this Agreement.
- 5.3. Enforcement. This Agreement shall be enforceable by writ of mandamus or otherwise by court order for specific performance.

Article 6. Notices

6.

- 6.1. Any and all notices and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing delivered either in hand, by mail or by expedited commercial carrier which provides evidence of delivery or refusal, addressed to the recipient, postage prepaid and registered with return receipt requested, if by mail, or with all freight charges prepaid, if by commercial carrier. All notices and other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal. All such notices and other communications shall be addressed to the parties at their respective addresses set forth below or at such other addresses as any of them may designate by notice to the other parties.

Notices to the City shall be addressed to:

City of Woodland Park
220 W. South Avenue
Woodland Park, CO 80863
Attention: City Attorney, Nina P. Williams

with a copy to:

Wilson Williams LLP
317 W South Boulder Road , Unit 6 ,
Louisville , CO 80027
Attn: Nina P. Williams

Notices to Owner shall be addressed to:

Pathway to the Rockies Council – Boy Scouts of America
4775 Centennial Blvd.
STE 107
Colorado Springs, CO 80919

with a copy to:

Business Law Group
90 S. Cascade Ave. Ste. 400
Colorado Springs, CO 80903
Attention: Stacey C. Blink

Article 7. Miscellaneous

7.

- 7.1. Successor and Assigns. The agreements contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto. The City shall not mortgage, pledge, sell, assign, hypothecate, or otherwise encumber, transfer or permit to be transferred in any manner or by any means whatsoever whether voluntarily or by operation of law, all or any part of its interest in this Agreement.
- 7.2. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Property is located.
- 7.3. Severability. If for any reason any provision of this Agreement is determined to be invalid, or unenforceable in any circumstance, such invalidity or unenforceability shall not impair the effectiveness of the other provisions in this Agreement or, to the extent permissible, the effectiveness of such provision in other circumstances.
- 7.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement binding on the parties hereto.
- 7.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior understandings or agreements between the parties.
- 7.6. Titles. Titles of provisions of this Agreement are for descriptive purposes only and shall not control or alter the meanings of this Agreement as set forth in the text.
- 7.7. Further Assurances. The parties agree to execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.
- 7.8. Consent to Jurisdiction. The City consents to the personal jurisdiction of the federal and state courts of the state in which the Property is located and agrees that service of process may be made upon the City by certified mail, return-receipt requested, or in any other manner permitted by law. The City agrees not to assert in any action brought in any such court that such action is brought in an inconvenient forum, or otherwise make any objection to venue or jurisdiction.
- 7.9. Waiver of Jury Trial. Each of the parties hereto waives trial by jury in any litigation, suit or proceeding between them in any court with respect to, in connection with or arising out of this Agreement, or the validity, interpretation or enforcement thereof.
- 7.10. Amendments. No amendment or modification of this Agreement shall be effective unless reflected in a document executed and delivered by all parties hereto.
- 7.11. Remedies Cumulative. All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.
- 7.12. Gender. The use herein of (i) the singular number shall be deemed to mean the plural, (ii) the masculine gender shall be deemed to mean the feminine or neuter and (iii) the neuter gender shall be deemed to mean the masculine or feminine whenever the sense of this Agreement so requires.
- 7.13. Exculpation. Owner's liability pursuant to this Agreement is limited to Owner's interest in the Property and Owner and Owner's representatives are exculpated from any personal liability hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

OWNER

**Pathway to the Rockies Council, Boy
Scouts of America,**
a Colorado Nonprofit Corporation

By: _____

Name: Jim Machamer

Title: CEO

CITY

City of Woodland Park,
a Colorado Municipality

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Attach Legal Description of Property

The Southwest quarter of the Southwest quarter (SW1/4 SW1/4) of Section Eight (8) and the West half of the Northwest quarter (W1/2 NW1/4) of Section Seventeen (17) in the Township Twelve (12) South, Range Sixty-Eight (68) West of the Sixth Principal Meridian, El Paso County, Colorado

Subject to covenants, easements, and restrictions of record.

AND

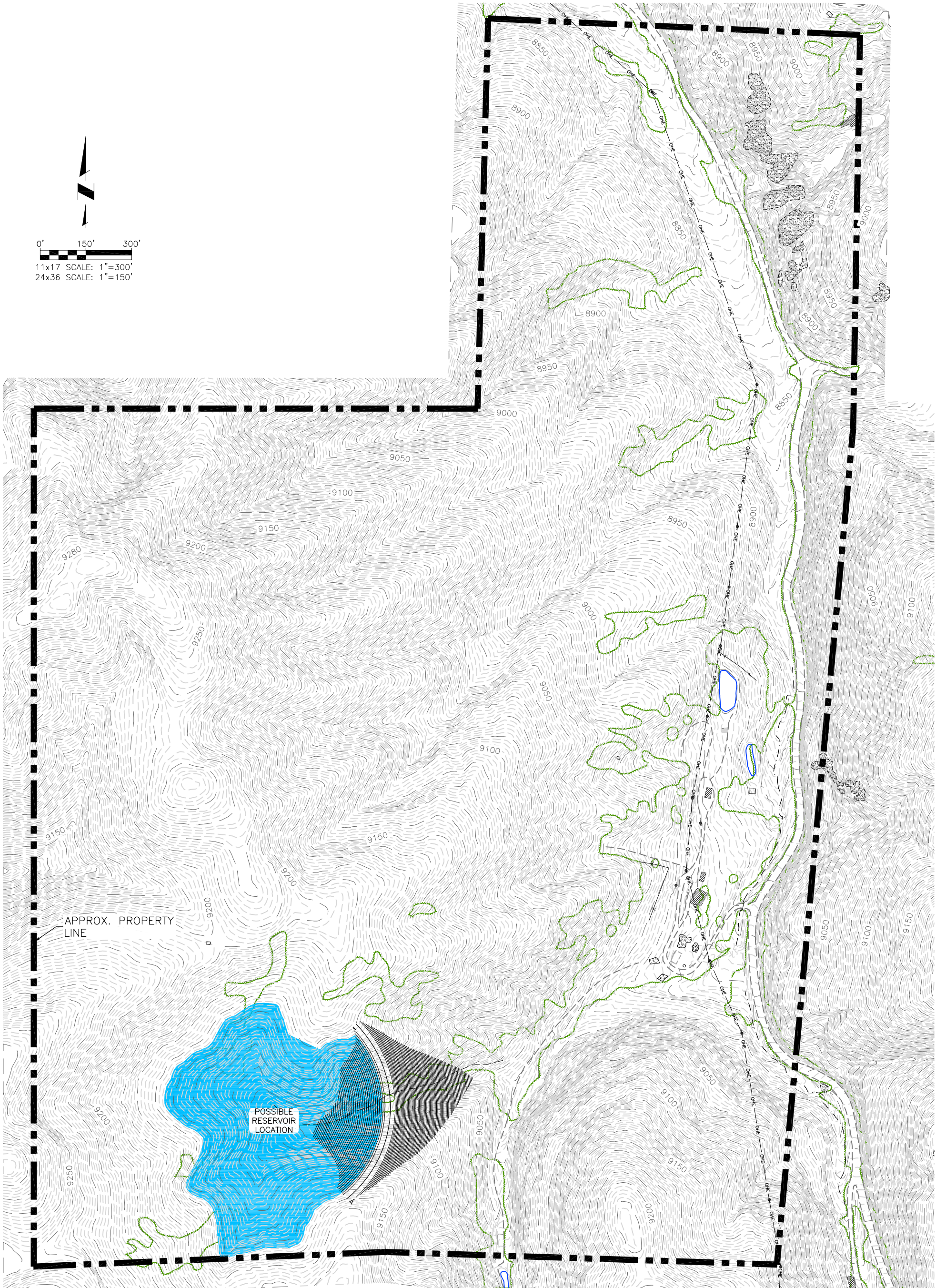
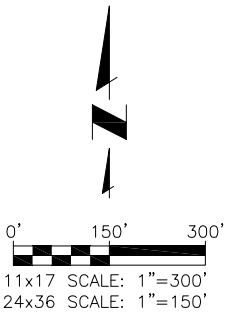
The East half of the Northeast quarter (E1/2 NE ¼) of Section Eighteen (18) in Township Twelve (12) South, Range Sixty-Eight (68) West of the Sixth Principal Meridian, Teller County, Colorado

Subject to covenants, easements, and restrictions of record.

EXHIBIT B

PLANS AND SPECIFICATIONS

Attach Preliminary Project Drawings and Site Plan



Project No.: 109.06
Scale: AS NOTED
Date: 10/15/09
Design: SFS
Drawn: RMM
Check: JPM
Revised:

WOODLAND PARK RESERVOIR
OVERALL SITEPLAN

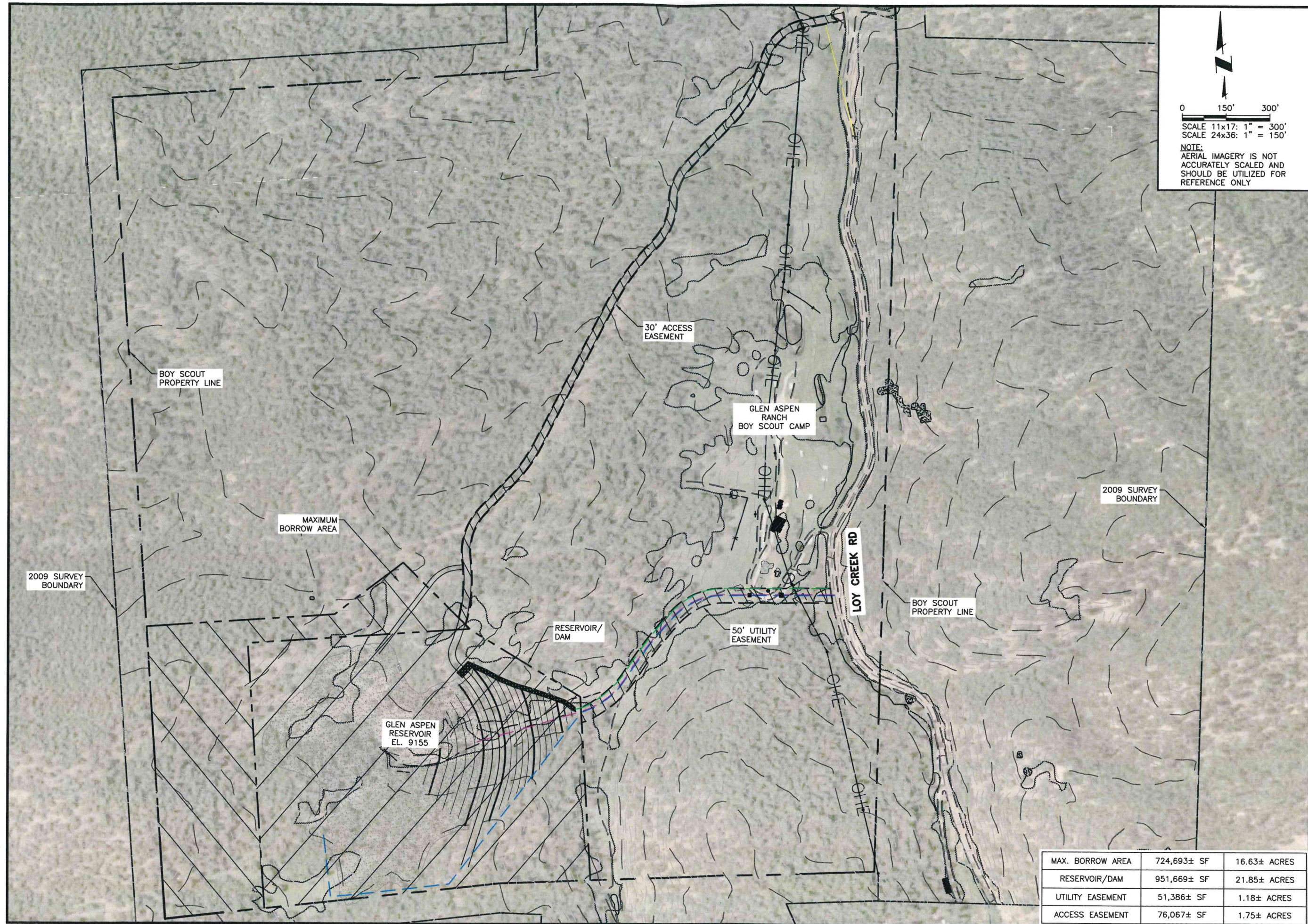
EXHIBIT

JDS-HYDRO

CONSULTANTS, INC.

545 EAST PIKES PEAK AVENUE, SUITE 300
COLORADO SPRINGS, COLORADO 80903
(719) 227-0072

U:\JDS-Hydro\Projects\109 Woodland Park\109.06 Reservoir Analysis\Drawings\CAD\10906_Easements.dwg
2016/05/28 11:34 AM By: Precision 7510_1



0 150' 300'

SCALE 11x17: 1" = 300'

SCALE 24x36: 1" = 150'

NOTE:
AERIAL IMAGERY IS NOT
ACCURATELY SCALED AND
SHOULD BE UTILIZED FOR
REFERENCE ONLY

MAX. BORROW AREA	724,693± SF	16.63± ACRES
RESERVOIR/DAM	951,669± SF	21.85± ACRES
UTILITY EASEMENT	51,386± SF	1.18± ACRES
ACCESS EASEMENT	76,067± SF	1.75± ACRES

JDS-HYDRO CONSULTANTS, INC.

545 East Pikes Peak Avenue, Suite 300
Colorado Springs, Colorado 80903
(719) 227-0072

CITY OF WOODLAND PARK

GLEN ASPEN DAM

PROPOSED PROJECT AREA/EASEMENTS

Project No.: 109.06

Scale: AS SHOWN

Date: 05/29/18

Design: JPM

Drawn: KMG/ACH

Check: DES

Revised:

U2



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: January 4, 2024

SUBJECT: Approval of Ordinance No. 1468, Series 2024, an Ordinance of the City Council for the City of Woodland Park, Colorado Approving the Purchase of Avenger Open Space Property and Authorizing the Mayor to sign the Contract to Buy and Sell Real Estate. (QJ)
(Presenter Parks and Recreation Director Keating)

BACKGROUND: BACKGROUND:

At the December 7, 2023 City Council meeting, Park and Recreation Advisory Board members Chris Gonzales and Jeff Webb presented the Avenger Open Space and City Council approved the Great Outdoors Colorado Grant Resolution. Ordinance number 1468, Series 2024 was unanimously set for Public Hearing on January 4, 2024.

Since that meeting, the following items have taken place:

1. Great Outdoors Colorado Land Conservation Grant was submitted
2. Spoke with community member, Mike Nakai
3. Contacted El Paso County Planning & Community Development
4. Contacted NE Teller County Fire Protection District, Chief Lambert
5. Contacted Pike National Forest Service, Samantha Gooch
6. Contacted Teller County Administrator, Ross Herzog
7. Received a total of \$47,050 in donations
8. Met with Charlie Triplett, Realtor and Jeff Jackson, Palmer Land Conservancy to determine timeline for Due Diligence

The contract before you tonight reflects the timeline changes to allow the City to complete their Due Diligence for the property purchase.

RECOMMENDATION: Approve Ordinance 1468, Series 2024 approving the purchase of the 120-acre Avenger Open Space and authorize the Mayor to sign the Purchase and Sale Agreement.

ATTACHMENTS:

1. Ordinance.Approve Purchase of Avenger Open Space 1.4.24
2. CONTRACT TO BUY AND SELL REAL ESTATE - 12.22.23

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1468
(Series of 2024)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO APPROVING THE PURCHASE OF AVENGER OPEN SPACE
PROPERTY AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT TO
BUY AND SELL REAL ESTATE**

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under Article XX, Section 6 of the Colorado Constitution and the City Charter;

WHEREAS, the City may acquire property and pursuant to the City Charter, Article XV, the acquisition of property must be done through ordinance;

WHEREAS, the City desires to acquire approximately 120 acres of certain real property located in Teller County, adjacent to City-owned Paradise Open Space, known as the Avenger Open Space as described in the Contract to Buy and Sell Real Estate (“Property”), for active park and recreation purposes, such as hiking trails;

WHEREAS, the acquisition of this land is widely supported by the community at large based on community surveys and provides the City with a unique opportunity to expand the open space that is currently unavailable within the City;

WHEREAS, the City Council (“Council”) authorize the purchase of said Property to accomplish these purposes and goals;

WHEREAS, the Council likewise approves the execution of the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A, and authorizes the execution of all necessary documents associated with the purchase and closing of the subject Property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, AS FOLLOWS:

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

Section 2. The Woodland Park City Council hereby authorizes the City to purchase the subject Property, and therefore authorizes the Mayor to sign the Purchase and Sale Agreement, attached hereto as Exhibit A.

Section 3. The Woodland Park City Council additionally authorizes the Mayor to execute all necessary documents associated with the conveyance and closing of the subject Property pursuant to the Purchase and Sale Agreement, attached hereto as Exhibit A.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC
HEARING THIS 4th DAY OF JANUARY, 2024.

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq

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: 10/25/2023

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. City of Woodland Park (Buyer) will take title to the Property described below as

☐ Joint Tenants ☐ Tenants In Common ☒ Other Severalty.

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. VALCO, LLC

BY: THOMAS BRUBAKER, OWNER and LARRY D. BRUBAKER ELECTING SMALL BUSINESS TRUST

BY: LARRY D. BRUBAKER, OWNER and JANE B. WEKESSER ELECTING SMALL BUSINESS TRUST

BY: JANE B. WEKESSER, OWNER and JANE B. WEKESSER REVOCABLE TRUST

BY: JANE B. WEKESSER, OWNER and THOMAS E BRUBAKER ELECTING SMALL BUSINESS TRUST

BY: THOMAS BRUBAKER and THOMAS E BRUBAKER and KRISTOPHER J HEINY and WILLIAM C HEINY (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 Teller, Colorado (insert legal description):

AVENGER 7, AVENGER 8, AVENGER 9, AVENGER 10, AND AVENGER 11 LODES; SECTIONS 29, 30, AND 32; TS 12S; RANGE 68W

AND

AVENGER 13 LODE; SECTIONS 29 AND 30; TS 12S; RANGE 68W
TOTALING 120 ACRES M/L

known as: TBD KINGS CROWN Road, WOODLAND PARK, CO 80863

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).

58 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

59 **2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the
60 Purchase Price unless excluded under **Exclusions**:

61 n/a

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

64 **2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must
65 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate
66 taxes for the year of Closing), liens and encumbrances, except:

67 n/a

68 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
69 sale or other applicable legal instrument.

70 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be
71 transferred to Buyer at Closing (Leased Items):

72 n/a

73 **2.6. Exclusions.** The following items are excluded (Exclusions):

74 n/a

75 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

76 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

77 n/a

78 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

79 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
80 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

81 n/a

82 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
83 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
84 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
85 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
86 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
87 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
88 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

89 n/a.

90 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as
91 follows:

92 n/a

93 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the
94 Property are being conveyed as part of the Purchase Price as follows:

95 n/a

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

99 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
100 Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer
101 Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

102 **2.7.7. Water Rights Review.** Buyer ☒ **Does** ☐ **Does Not** have a Right to Terminate if
103 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**
104 **Deadline.**

105 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

106 n/a

107 **3. DATES, DEADLINES AND APPLICABILITY.**

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5 pm
2	§ 4	Alternative Earnest Money Deadline	1/12/2024 Friday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	1/12/2024 Friday
4	§ 8	Record Title Objection Deadline	1/19/2024 Friday
5	§ 8	Off-Record Title Deadline	1/12/2024 Friday
6	§ 8	Off-Record Title Objection Deadline	1/26/2024 Friday
7	§ 8	Title Resolution Deadline	2/2/2024 Friday
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	1/12/2024 Friday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	4/5/2024 Friday
23	§ 6	Appraisal Objection Deadline	4/10/2024 Wednesday
24	§ 6	Appraisal Resolution Deadline	4/15/2024 Monday
		Survey	
25	§ 9	New ILC or New Survey Deadline	8/15/2024 Thursday
26	§ 9	New ILC or New Survey Objection Deadline	8/22/2024 Thursday
27	§ 9	New ILC or New Survey Resolution Deadline	8/29/2024 Thursday
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	8/15/2024 Thursday

31	§ 10	Inspection Objection Deadline	8/15/2024 Thursday
32	§ 10	Inspection Resolution Deadline	8/29/2024 Thursday
33	§ 10	Property Insurance Termination Deadline	n/a
34	§ 10	Due Diligence Documents Delivery Deadline	1/12/2024 Friday
35	§ 10	Due Diligence Documents Objection Deadline	1/19/2024 Friday
36	§ 10	Due Diligence Documents Resolution Deadline	1/26/2024 Friday
37	§ 10	Environmental Inspection Termination Deadline	8/15/2024 Thursday
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		Closing and Possession	
43	§ 12	Closing Date	9/5/2024 Thursday
44	§ 17	Possession Date	Day of Closing
45	§ 17	Possession Time	Time of Closing
46	§ 27	Acceptance Deadline Date	1/11/2024 Thursday
47	§ 27	Acceptance Deadline Time	n/a
48	n/a	n/a	n/a
49	n/a	n/a	n/a

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:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 650,000.00	
2	§ 4.3.	Earnest Money		\$ 6,500.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	n/a	n/a		\$
8	n/a	n/a		\$
9	§ 4.4.	Cash at Closing		\$ 643,500.00
10		Total	\$ 650,000.00	\$ 650,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer **\$n/a** (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 **CHECK/WIRE**, will be payable to and held by **Unified 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** ☒ **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)

TRANSACTION PROVISIONS

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).

7.1. **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE 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 provisions 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 provisions 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 CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ **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 **Alta Survey**; 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 a 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 **Buyer's Attorney** 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):

n/a

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;

☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **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;

☒ **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

☐ **10.6.1.4.13.** Other:

n/a

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 **60** 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]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

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 on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

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** ☒ **Are Not** 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 **Unified Title**.

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 ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

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 Assessments 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 \$n/a for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a

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 withholding 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**
☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other**
n/a

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
n/a

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

n/a
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 \$ **200.00** 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 interpleaded 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.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

29.1- This contract is contingent on the City of Woodland Park receiving grant money. All earnest money will be returned to the buyer if grants are not approved.

29.2- At buyer`s request, seller or listing brokerage will pay the buyer`s agent commission fee of 2% of the total sale price.

30. OTHER DOCUMENTS.

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

n/a

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

n/a

Signatures

Buyer: **City of Woodland Park**
By: Hilary La Barre, Mayor

Date: _____

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

Seller: **VALCO, LLC**
BY: THOMAS BRUBAKER, OWNER

Date: _____

Date: _____
Seller: **LARRY D. BRUBAKER ELECTING SMALL BUSINESS TRUST**
BY: LARRY D. BRUBAKER, OWNER

Date: _____
Seller: **JANE B. WEKESER ELECTING SMALL BUSINESS TRUST**
BY: JANE B. WEKESER, OWNER

Date: _____
Seller: **JANE B. WEKESER REVOCABLE TRUST**
BY: JANE B. WEKESER, OWNER

Date: _____
Seller: **THOMAS E BRUBAKER ELECTING SMALL BUSINESS TRUST**
BY: THOMAS BRUBAKER

Date: _____
Seller: **THOMAS E BRUBAKER**

Date: _____
Seller: **KRISTOPHER J HEINY**

Date: _____
Seller: **WILLIAM C HEINY**

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: **Keller Williams Clients` Choice**

Brokerage Firm's License #: **EC 40021523**



Date: **10/25/2023**

Broker's Name: **Charlie Triplett**

Broker's License #: **FA 1000036588**

Address: **1175 Kelly Johnson Blvd Colorado Springs, CO 80920**

Ph: **719-535-0355** Fax: **866-343-3691** Email Address: **charlietriplett@kw.com**

B. Broker Working with Seller

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 Seller as a ☐ Seller's Agent ☐ Transaction-Broker 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 .

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: **Whitetail Properties**

Brokerage Firm's License #: **EC.100055248**

Date: _____

Broker's Name: **Jerrod Meyer**

Broker's License #: **FA-100086936**

Address: **121 S. Madison Pittsfield, IL, CO 62363**

Ph: **719-289-8580** Fax: Email Address: **jerrod.meyer@whitetailproperties.com**

Date: _____

Broker's Name: **Rob Herrmann**

Broker's License #:

Brokerage Firm's Name: **Whitetail Properties Real Estate, LLC**

Brokerage Firm's License #:

Address: **121 S Madison Pittsfield, IL, CO 62363**

Ph: **607-351-7402** Fax: **607-351-7402** Email Address: **rob.herrmann@whitetailproperties.com**

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

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STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: January 4, 2024

SUBJECT: Approve Resolution No. 911, Series 2024, a Resolution Levying General Property Taxes for the Year of 2023, to Help Defray the Cost of Government for the City of Woodland Park, Colorado, for the 2024 Budget Year. (A)
(Presenter City Manager Vassalotti)

BACKGROUND: BACKGROUND:

In accordance with the City Charter and State Statute, Council must adopt next year's tax levy by resolution and then have it certified to the Teller County Commissioners by January 10th, 2024.

DISCUSSION:

The City's mill levy rate is 15.75 mills and with this Resolution, would remain unchanged since 2020. The preliminary assessed valuation (AV) within the City is \$163,746,486. The resulting property tax revenue generated based on this preliminary AV is \$2,579,007.

For 2023, there will be a temporary mill levy rate reduction of xx.xx mills, resulting in a one-time temporary credit of \$xxx,xxx.

RECOMMENDATION: Approval of Resolution 911, Series 2024.

ATTACHMENTS: None