



City of Woodland Park

City Council

May 15, 2025 at 6:30 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Presentation of Whole Blood Resuscitation by EMS in Teller County - a critical life-saving initiative. (A)
(Presenter Dr. Sean Keenan, Teller County EMS Medical Director, UC Health)
 - B. Economic Impact Presentation. (A)
(Presenter Charis Bible College)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Agreement between RME Ltd, LLL Elite Surface Agreement between RME Ltd, LLL dba Elite Surface Infrastructure and the City for Woodland Park in the amount of \$659,568.31 for Infrastructure improvements on Browning Avenue. (A)
(Presenter Public Works Director Wiley)
 - B. Approval of the May 1, 2025, Regularly Scheduled City Council Meeting Minutes. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)
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)
 - A. Approval of Ordinance No. 1496, Series 2025, an Ordinance of the City Council of the City of Woodland Park, Colorado, on initial posting, confirming the repeal by the City Council on March 10, 2025, of the portion of the City Sales Tax that formerly supported the Woodland Park School District, Thereby reducing the City Sales Tax by 1.09%, as of March 10, 2025 and set the Public Hearing for June 5, 2025. (L)
(Presenter City Attorney Williams)
9. **PUBLIC HEARINGS**
(Public comment may be heard)

- A. America's Mountain Festival Special Event Temporary Use Permit.** Consider a request by Derek Waggoner (Applicant) and TAVA House Properties, LLC (property owners) for a Special Event Temporary Use Permit for a musical event for 3,500 attendees to operate before 7:00 AM and after 9:00 PM on July 5, 2025. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone district. **(QJ)** (Presenter: Planning Director Karen Schminke, AICP)
- B. Woodland Station Filing No. 2 Subdivision - Preliminary Plat Amendment (A25-0051) & Final Plat (A25-0022):** A request by Tava House Properties LLC (Applicant and Property Owner) to amend the previously approved Preliminary Plat and approve a subdivision Final Plat to plat 6.69± acres into three lots and two tracts. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. **(QJ)** (Presenter, Planning Director Karen Schminke, AICP)

10. NEW BUSINESS

(Public comment may be heard)

- A. Motion to move into Executive Session:** For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **Legal advice regarding Performance Deed of Trust Subordination Request by Tava Properties, LLC.** **(City Attorney Williams)**
- B. Performance Deed of Trust Subordination Request by Tava Properties, LLC. (A)** (Presenter City Attorney Williams)

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 Case and City Council

FROM: Kip Wiley, Utilities & Public Works Director

DATE: May 15, 2025

SUBJECT: Agreement between RME Ltd, LLL Elite Surface Agreement between RME Ltd, LLL dba Elite Surface Infrastructure and the City for Woodland Park in the amount of \$659,568.31 for Infrastructure improvements on Browning Avenue. (A)
(Presenter Public Works Director Wiley)

BACKGROUND:

BACKGROUND: Browning Avenue project is a road project from Hwy 24 to the west end. It is approximately 60 miles or 3,000ft in length. The Browning project consists of approximately 1,100SY of 4 inch thick asphalt, 6,300 SY of 1.5" Mill and overlay, 700LF of curb and gutter, 9 ADA-compliant pedestrian ramps reconstruction and other work incidental for completion. The road will be milled and a 1.5" overlay from HWY 24 to approximately Golden Eagle Pl. Full depth replacement will be done from Golden Eagle Pl to the top or the west end. Broken curbs and gutter will be replaced where needed.

Using plan sets developed from Wilson and Co (one of the City's on Call Engineering Firms) in 2024, Staff solicited competitive bids through the City's Online procurement portal (Bidnet) for this project. Staff received three competitive bids back, and the low bidder was Elite Surface Infrastructure in the amount of \$599,607.55. Staff is asking for the approval of \$659,568.31 which includes a 10% contingency to be managed by Staff if additional scope is discovered/required during construction.

The Browning project was planned and budgeted in the 2025 budget at \$1.1M. The 410 Fund has a health fund balance and will pay cash for the project. Financing will not be needed for this project.

RECOMMENDATION: Approve the Agreement between RME Ltd, LLL dba Elite Surface Infrastructure and the City for Woodland Park in the amount of \$659,568.31 for Infrastructure improvements on Browning Avenue.

ATTACHMENTS: 1. ESI Semi-Executed Contract

RECOMMENDATION:

ATTACHMENTS: 1. 3- Semi Construction Contract Browning Ave ESI signed



CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this "Agreement") is entered into this ____ day of _____, 2025 by and between the City of Woodland Park, Colorado (hereinafter referred to as the "Owner") and ____ RME Ltd., LLC dba Elite Surface Infrastructure _____ (hereinafter referred to as the "Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: **Browning Avenue:** The limits of the project are from Highway 24 on the east to the dead end at the top of the hill on the west. The project will require the installation of approximately 1,100 SY of 4 inch thick asphalt, 6,300 SY of 1.5" mill and overlay, 700 LF curb and gutter, 9 ADA-compliant pedestrian ramp reconstruction, and other work incidental for completion.
- _____.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: Browning AVE Improvements
_____ (the "Project").

ARTICLE 3 ENGINEER

- 3.01 Public Works Director shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 WORKER WITHOUT AUTHORIZATION EMPLOYMENT

- 4.01 Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with workers without authorization to work within the State of Colorado. By entering into this Agreement, Contractor certifies that as of the date of this Agreement it does not knowingly employ or contract with anyone not authorized to perform work within the State of Colorado who will perform work under the public contract for services.

ARTICLE 5 CONTRACT TIMES

- 5.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.



5.02 Days to Achieve Substantial Completion and Final Payment

- A. Contractor shall achieve Substantial Completion within 150 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 30 calendar days of the issuance by the Owner of a Notice to Proceed.

5.03 Liquidated Damages

- A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for final completion and readiness for final payment until the Work is finally complete and ready for final payment.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.
- D. Any liquidated damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for liquidated damages, then Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.
- E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.
- F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.



ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay Contractor __Five Hunderd and Ninety nine thousand six hundred and seven and fifty five cents_____ dollars (\$ _599,607.55_____) for completion of the Work as full compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Engineer.

7.02 Progress Payments; Retainage

- A. Owner shall make progress payments towards the Contract Price, less five percent (5%) for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Engineer, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Engineer's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

7.03 Final Payment

- A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 8 PROJECT WARRANTIES

- 8.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until



Contractor has obtained all insurance required under this Article and the insurance has been approved by the City Administrator or his designee. The City of Woodland Park shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Liability insurance with minimum combined single limits for bodily injury of not less than One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Owner as Certificate Holder and name the Owner, and its elected officials, officers, employees, and agents as additional insured parties.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

- 10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the



Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.
- K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Bidding Documents;
 - 3. General Conditions;
 - 4. Supplementary Conditions;
 - 5. Technical Specifications;
 - 6. Measurement and Payment Provisions;
 - 7. Construction Plans;
 - 8. Labor & Materials Payment Bond;
 - 9. Performance Bond;
 - 10. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
 - 11. _____;
 - 12. _____; and
 - 13. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- B. There are no Contract Documents other than those listed above in this Article.



- C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND

- A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the City for its review and approval. The City shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the City through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



13.05 Independent Contractor

The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee relationship with the Owner other than as a contracting party and independent contractor/ The Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Owner and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

CITY OF WOODLAND PARK

Name: _____
Title: _____

ATTEST:

CONTRACTOR

RME Ltd, LLC dba Elite Surface
Name: Val D'Amico Infrastructure
Title: COO

ATTEST:

Lonja Beyers



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: May 15, 2025

SUBJECT: Approval of the May 1, 2025, Regularly Scheduled City Council Meeting Minutes. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: 1. May 1, City Council Meeting Minutes



City of Woodland Park

May 1, 2025 at 6:30 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

City Council convened for an Executive Session which began at 5:32 PM and concluded at 6:07 PM with the following individuals in attendance: Mayor Case, Mayor Pro-tem Nakai, Councilmembers Geer, Bryant, Smith, Harvey and Jones, City Manager Vassalotti, Deputy City Manager/City Clerk Leclercq, City Attorney Wilson and Special Counsel Ringel.

Purposes of the Executive Session pursuant to CRS 24-6-402(4)(B): a conference with attorneys for the purpose of receiving legal advice on specific legal questions pursuant to CRS 24-6-402(4)(e) and the following additional details: Conference with attorneys concerning lawsuit against the City concerning repel of school tax.

Following the Executive Session, Mayor Case called the regularly scheduled Council Meeting to order with the following Councilmembers present: Mayor Case, Mayor Pro-tem Nakai, Councilmember Bryant, Councilmember Geer, Councilmember Harvey, Councilmember Jones and Councilmember Smith.

The following staff members were in attendance: City Manager Vassalotti, Deputy City Manager/City Clerk Leclercq, Utilities Director Wiley, Assistant City Manager Felts, Communications Manager Higginbotham and Deputy City Clerk Sauer.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A.** Appointment to the Parks and Recreation Advisory Board. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

Deputy City Manager/City Clerk Leclercq shared that there were currently two openings on the Parks and Recreation Advisory Board. Leclercq shared that she was continuing to advertise as per the Council's policy for these open positions and received an application from Ryan Skajewski interested in serving on this Board. The Council interviewed Mr. Skajewski for this position and the following motion was made.

Motion: To appoint Ryan Skajewski to the Parks and Recreation Advisory Board. Geer/Smith. Motion carried 7-0.

Leclercq administered the Oath of Office to Mr. Skajewski.

- B.** Presentation of the 2024 Annual report for the City of Woodland Park. (A)
(Presenter City Manager Vassalotti)

City Manager Vassalotti shared the 2024 Annual Report with the City Council. Chief Deisler shared the Woodland Park Police Department's portion of the Annual Report with the Council also. Vassalotti let the Council and Public know that the report would be on the City's website for them to view. Vassalotti thanked Communications Manager Higginbotham for her help with the report.

- C. Presentation of the 4th quarter year-end financial report. (A)
(Presenter City Manager Vassalotti)

City Manager Vassalotti shared the 4th quarter year-end financial report with the Council. Vassalotti shared that this report is also on the City's website for the Council and Public to view.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

None.

5. CONSENT CALENDAR

- A. Approval of the regularly scheduled April 17, 2025, City Council Meeting Minutes. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

Mayor Case reviewed the Consent Calendar with the Council. The following motion was made.

Motion: To approve the April 17, 2025, City Council Regularly Scheduled City Council Meeting Minutes. Nakai/Jones. Motion carried 7-0.

- B. Approval of a purchase between Bergkamp Inc. and the City of Woodland Park to purchase an asphalt truck in the amount of \$290,242.70.(A)
(Presenter Utilities Director Wiley)

Utilities Director Wiley reviewed the contract with Bergkamp, Inc. and the need to purchase a new asphalt truck. Following questions from the Council, the following motion was made.

Motion: to approve a purchase between Bergkamp, Inc. and the City of Woodland Park to purchase an asphalt truck for the amount of \$290,242.70. Nakai/Jones. Motion carried 7-0.

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)

None.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

None.

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

None.

9. PUBLIC HEARINGS

(Public comment may be heard)

- A. Approval of a New Hotel and Restaurant Liquor License for Sofia's Antojitos 3, LLC dba Sofia's Antojitos, located at 727 Gold Hill Place South, Woodland Park, CO. (QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)

Deputy City Manager/City Clerk Leclercq reviewed her Staff Report regarding a new Hotel and Restaurant Liquor License for Sofia's Antojitos.

Leclercq shared the following information:

Type of Action Requested: Conduct Public Hearing for a NEW HOTEL & RESTAURANT

Liquor License. Applicant: SOFIA'S ANTOJITOS 3, LLC dba SOFIA'S ANTOJITOS located at 727 GOLD HILL PLACE SOUTH, Woodland Park, CO 80863

Application details: · Applicant is SOFIA'S ANTOJITOS 3, LLC dba SOFIA'S ANTOJITOS has a current sales tax license and FEIN number. · A petition of needs and desires IS necessary for a NEW HOTEL & RESTAURANT liquor license at this location. · The location is eligible to be licensed. · Possession of the property is documented by a LEASE expiring March 31, 2030. Page 14 of 15 Factual Findings: · The application was submitted on March 27, 2025. · A petition of needs and desires was completed with 34 verified signatures. · Subject property was posted on April 21, 2025, as required by law. · Public Notice was published on the City's Website April 21, 2025. The character of the applicant is not an issue for this hearing. · All applicable fees have been paid.

Leclercq invited Lila Topeta, owner of Sofia's Antojitos, to the podium to share information on what she is going to be doing with the restaurant.

There being no questions from the Council regarding the application, Mayor Case opened the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor Case closed the Public Hearing and the following motion was made.

Motion: to approve a New Hotel and Restaurant Liquor License for Sofia's Antojitos located at 727 Gold Hill Place South, Woodland Park, CO. Bryant/Nakai. Motion carried 7-0.

10. NEW BUSINESS

(Public comment may be heard)

None.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case reviewed the upcoming events for the next two weeks.

B. Council Reports

Mayor Pro-tem Nakai shared that there is a Charter Review Committee meeting on May 14.

Councilmember Geer shared a report on Parks and Recreation activities.

Councilmember Harvey shared a legislative update and a military affairs update.

Councilmember Jones shared that the DDA Meeting had been moved to May 13.

Councilmember Smith shared information on the Community Conert taking place on May 17.

C. City Attorney's Report

No report.

D. City Manager's Report

City Manager Vassalotti shared information on the DDA micro-grants and the Highway 67 Construction project.

12. ADJOURNMENT

There being no further City business, Mayor Case adjourned the Council Meeting at 7:42 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2025

Kellie Case, Mayor

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1496, Series 2025

**AN ORDINANCE OF THE CITY COUNCIL OF WOODLAND PARK, COLORADO,
CONFIRMING THE REPEAL BY THE CITY COUNCIL ON MARCH 10, 2025 OF
THE PORTION OF THE CITY SALES TAX THAT FORMERLY SUPPORTED THE
SCHOOL DISTRICT, THEREBY REDUCING THE CITY SALES TAX BY 1.09%, AS
OF MARCH 10, 2025**

WHEREAS, On March 10, 2025, by emergency Ordinance No. 1492, the City Council of the City of Woodland Park repealed the portion of the City's sales tax that previously supported the Woodland Park School District, and

WHEREAS, because Council's action was by emergency ordinance, the City's sales tax rate was immediately reduced by 1.09%, to 3.00% and the City instructed retailers to begin collecting tax at the 3.00% rate, and

WHEREAS, the City Charter, at Section 7.7(c) provides that an emergency ordinance "shall not be in effect longer than ninety (90) days after passage", and

WHEREAS, pursuant to the TABOR Amendment to the Colorado Constitution, any tax, once repealed, whether by emergency ordinance or otherwise, may only be re-imposed by voters at an election, and

WHEREAS, notwithstanding the explicit command of the TABOR Amendment, the fact that Ord. 1492 was approved as an emergency ordinance has led some people to speculate or opine that the 1.09% tax might somehow be recreated or reimposed, once the 90 day period for effect of the emergency ordinance expires, and

WHEREAS, in order to clarify its intent and remove any doubt or speculation as to permanent effect of the Council's March 10, 2025, action repealing the tax, the Council wishes to memorialize such repeal with a regular, non-emergency ordinance,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WOODLAND PARK, COLORADO, AS FOLLOWS:**

Section 1. The foregoing recitals are hereby incorporated as conclusions, determinations, facts and findings of the City Council.

Section 2. Section 3.08.030 A of the Woodland Park Code is amended by the addition of the following new language: "The 1.09% tax first levied for the benefit of the Woodland Park School District in 2016 and reauthorized by City voters at the November 5, 2024 City election is repealed, effective March 10, 2025, thereby reducing the tax rate under this subparagraph to 3.00%."

THE FOREGOING ORDINANCE IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WOODLAND PARK, COLORADO ON THIS _____ day of _____, 2025.

City of Woodland Park

Kellie Case, Mayor



STAFF REPORT

TO: Mayor Case and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: May 15, 2025

SUBJECT: **America's Mountain Festival Special Event Temporary Use Permit.** Consider a request by Derek Waggoner (Applicant) and TAVA House Properties, LLC (property owners) for a Special Event Temporary Use Permit for a musical event for 3,500 attendees to operate before 7:00 AM and after 9:00 PM on July 5, 2025. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone district. **(QJ)** (Presenter: Planning Director Karen Schminke, AICP)

BACKGROUND: Per the City Code, the purpose of the temporary use permit process *“is to provide for the safe flow of all modes of traffic in the public rights-of-way, to ensure the public's health and safety during special events, and to allow for a diversified economy in Woodland Park”*. Most temporary use permits are reviewed and approved administratively by City Staff; events that operate between 9:00 PM and 7:00 AM are subject to City Council approval (MC §18.62.050. B).

See attached for a detailed staff report.

RECOMMENDATION: **APPROVE** the Temporary Use Permit for a Music Festival at 201 Saddle Club Avenue subject to compliance with all Temporary Use standards in Municipal Code §18.62.050.C, and the following conditions:

1. Complaints. The Applicant shall be immediately responsive to complaints received.
2. Insurance. Provide the City with a copy of the event Certificate of Liability Insurance with the City of Woodland Park identified as additionally insured in the amount of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate. The insurance must cover all days of the event (July 3rd – July 7th) including all set-up and clean-up days.
3. Security. Site security shall be the responsibility of the Applicant and coordinated with Woodland Park Police Department.
4. CSP Permit. Provide a copy of the permit from the Colorado State Patrol.
5. Property Owner Requests. The Applicant must comply with any conditions property owners have requested for use of their property in support of this event.
6. Alcohol. Obtain the necessary special event liquor license. All alcohol service shall comply with the Special Event Liquor License.

7. Traffic Control Plan. The Applicant has obtained traffic control services through Work Zone. The traffic control plan has been prepared by Work Zone in coordination with the City of Woodland Park.
8. Business Licenses. The Applicant shall ensure that vendors that do not already have a City of Woodland Park Business License will complete a **1 to 4 Day Event License Application**. This application must be submitted to the Finance Dept. at least 1 week before the event. The **Sales/Use Tax Return** form with the collected sales tax must be submitted within 1 month after the event (Finance Dept. 719-687-5214).
9. Food. Comply with all Teller County Public Health and Environment (719-687-6416) (EH.Food@tellercounty.gov) requirements including submittal of a list of all food vendors attending that will be preparing and serving food. Vendors preparing food for public consumption shall require a Colorado or Teller County Mobile Food Truck License and shall display the issued TCPHE approval certificate stating that they have been approved to serve food at special events in Teller County. Please note that food for the Public may not be stored or prepared at a private residence, but instead, food vendors must work with an approved Commissary kitchen. Contact Environmental Health (719-687-6416) for more information.
10. Sanitation. Toilet paper and paper towels for the portable toilets shall be provided by the Applicant and the Applicant shall ensure that all portable toilets are adequately stocked and maintained with paper supplies throughout the duration of the event. Handwashing stations must be located near the portable toilets.
11. Trash. The Applicant shall provide trash bins throughout the area. On and off-site trash, garbage or debris shall be cleaned up during and upon cessation of the event. All trash shall be picked up, bagged, and removed from the event site at the end of the event and final clean-up shall be completed by the end of the day on July 7th.
12. Event Hours. The Music Festival shall be open to patrons only between 11:30 AM to 10:30 PM, July 5th.
13. Notifications. At least two weeks prior to the event, the Applicant shall provide written notice to adjacent property owners and businesses of the event dates/times and any street closures or traffic control operations that may affect them.
14. Signs. A Sign Permit is required for banners or other signs posted longer than 24 hours.
15. Mowing. All grassy areas used for parking (Event Site, Our Lady of the Woods, and Saddle Club property, etc.) and the event site area shall be mowed to no more than 4 inches in height prior to parking any vehicles, assembling the stage platform, or any vendor set-up.
16. Tents. Applicant shall comply with the attached *Temporary Tent & Canopies Structure Checklist*. Stakes are not permitted in the ground and open flame cooking shall only be permitted in approved and labeled tents with fire extinguishers handy.
17. Access. Vehicular/pedestrian access to surrounding businesses shall not be obstructed nor shall event participants/volunteers park in spaces dedicated to surrounding businesses unless permitted by the affected business.
18. Curbs & Sidewalks. Vehicles shall not traverse or park on City sidewalks or curbs.
19. Noise. The Event shall at all times be subject to Municipal Code §9.41 Noise, except as herein waived.
20. Generators. All generators shall be turned off by 11:30 p.m.
21. Lighting. All lighting for the special event shall be downcast and fully shielded.

- ATTACHMENTS:**
1. Americas Mountain Festival 2025 CC Staff RPT
 2. 1. Aerial Map for Americas Mountain Fest
 3. 2. AMF Venue Map 2025-0328
 4. 3. Time Line for 2025 Updated_4-22
 5. 4. Traffic Control Plan 5.7.25—APPROVED

- 6. 5. Light tower generator placement
- 7. 6. Pedestrian Crossing
- 8. 7. Shuttle Route
- 9. 8. Shuttle Schedule



Planning and
Building

City of Woodland Park City Council

Public Hearing: May 15, 2025

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
9A	Planning	Karen Schminke, AICP Planning Director

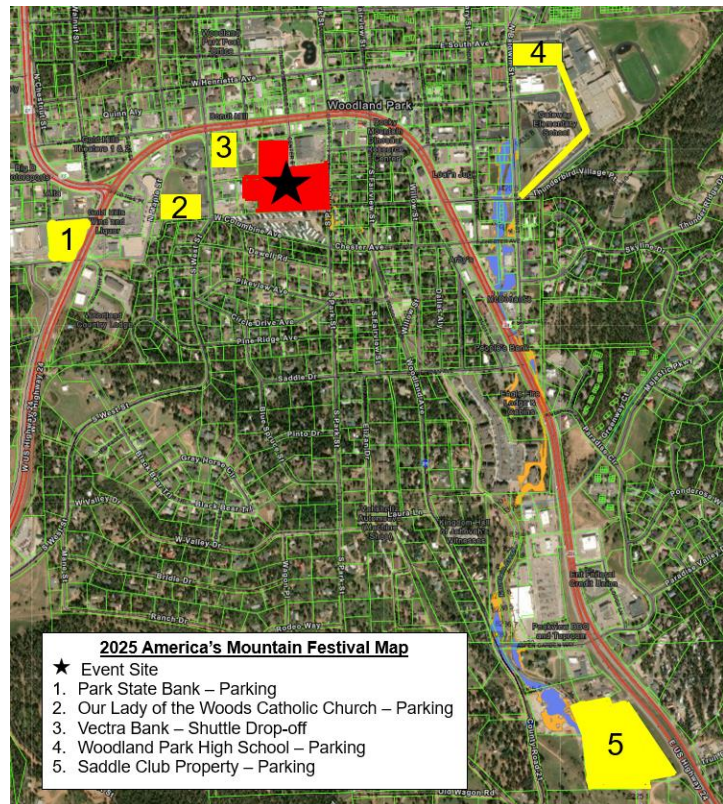
ITEM

Consider a request by Derek Waggoner (Applicant) and TAVA House Properties, LLC (property owners) for a Special Event Temporary Use Permit for a musical event for 3,500 attendees to operate before 7:00 AM and after 9:00 PM on July 5, 2025. On July 5th, event hours are 11:30 AM - 9:00 PM; set-up starts at 5:00 AM and clean-up concludes around 11:30 PM. Other set-up activities begin Thursday, July 3rd and clean-up concludes Monday, July 7th. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone district. (QJ)

BACKGROUND

The City has received a written request for an inaugural event called America's Mountain Festival (an all-day music festival featuring a number of performers) for 3,500 attendees on July 5, 2025. The event's primary location is in downtown Woodland Park, south of Highway 24 and Bergstrom Park, and southwest of Woodland Hardware. On July 5th there will be street closures immediately adjacent to the venue include Center Street south of Highway 24 and Saddle Club Avenue west of the entrance to Woodland Hardware. Woodland Hardware has consented to close off these surrounding streets on July 5th.

Activities on July 5th include set-up on the event site prior to 7:00 AM and clean-up after 9:00 PM. Per the event timeline submitted, on July 5th the music festival will be closed to attendees at 10:00 PM and completely shut down by 11:30 PM. Other set-up activities begin Thursday, July 3rd and clean-up is scheduled to conclude Monday, July 7th.



An event for 3,500 attendees requires 875 parking spaces; over 1,100 parking spaces are being provided. As seen in the aerial photo on the prior page, parking is available at a number of locations; a shuttle bus is provided for those parking at the Saddle Club property. Additional details regarding the parking locations are:

- Event Site – parking for VIP ticket holders and artists can be accessed off S. Park Street.
- Park State Bank – providing parking July 5th & 6th
- Our Lady of the Woods Catholic Church – providing parking on the field at the south end of the Church property (excluding the paved parking lot due to Masses being held Saturday and Sunday). Festival organizers need to provide liability insurance, cones to block of the parking area and an attendant to control access. (148 spaces)
- Vectra Bank – allowing use of their land, so long as access to the drive-up lane to the ATM is not blocked.
- Woodland Park High School – allowing use of their parking lot (380 spaces)
- Saddle Club property – allowing use of their land for parking (610 spaces)

Attached to this report are a number of additional documents to further explain the details of this event. These items include:

- Detailed map of the primary venue area.
- Timeline of activities starting with set-up on July 3rd and concluding with the final clean-up on July 7th.
- Traffic control plan prepared by Work Zone and approved by City staff.
- Map identifying placement of light towers.
- Maps for the pedestrian crossing of Highway 24 and walking route to the High School.
- Maps for the shuttle bus route
- Shuttle bus schedule.

To address event security, the applicant will contract with a private security company for the purposes of handling this event. City of Woodland Park police officers will be on site to handle police related matters arising from anything that may come up. There has also been a request sent to the Sheriff's Office for additional sworn personnel to assist the City of Woodland Park PD as needed. The Sheriff's Office has received the request and has forwarded it to their patrol section.

Per the applicant and the website for this event, “*This event is rain or shine event.*” However, in the event of potential inclement weather, the applicant has stated that situation will be handled as follows:

1. *We will utilize the Weather Bug app. This is used in my school district and has proven to be very accurate when it comes to weather alerts. I have a lightening alert on my phone already*
2. *We will also utilize our ticketing system, TicketSauce. We can send out text and email messages through this system at any time for any reason.*

Other items to note are:

- A. Per CDOT, a permit from them is not required.

- B. The permit from Colorado State Patrol is still pending.
- C. An application for special event liquor license is forthcoming.

APPLICATION REVIEW

This application was received on February 19, 2025, well in advance of the required minimum of 45 days prior to the event. The application was routed for review.

Pursuant to Municipal Code Section 18.62.050 B., City Council is the final review authority on Temporary Use Permits for special events that operate between the hours of 9:00 PM and 7:00 AM.

NOTICE

Public notice regarding Council review of this request was provided by publication as an agenda item, posted with a notice on the subject property, and letters mailed to adjacent property owners (MC §18.62.050 B.). As of the writing of this staff report, no additional comments or concerns were received.

STAFF RECOMMENDATION

Motion to **APPROVE** the Temporary Use Permit for a Music Festival at 201 Saddle Club Avenue subject to compliance with all Temporary Use standards in Municipal Code §18.62.050.C, and the following conditions:

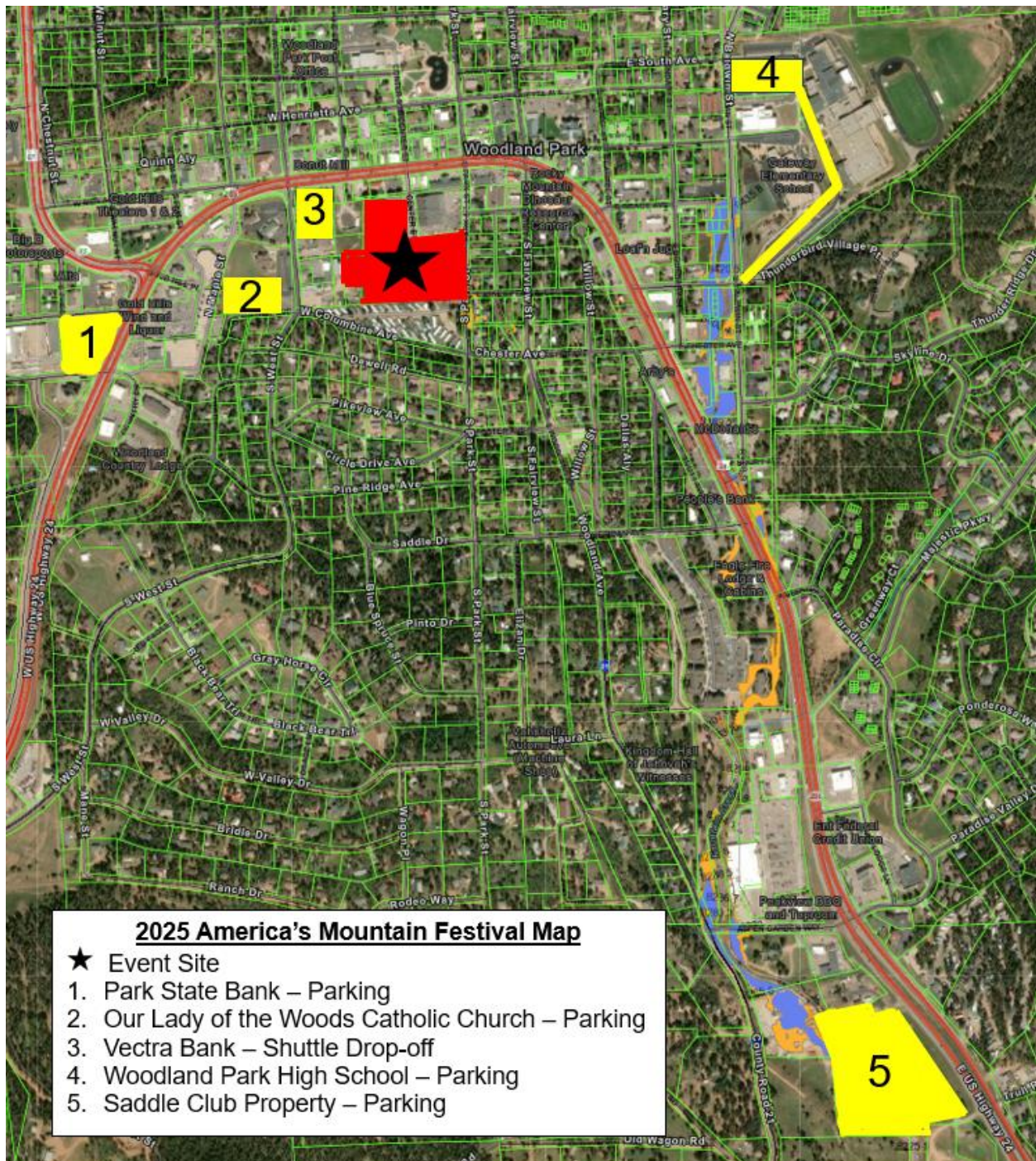
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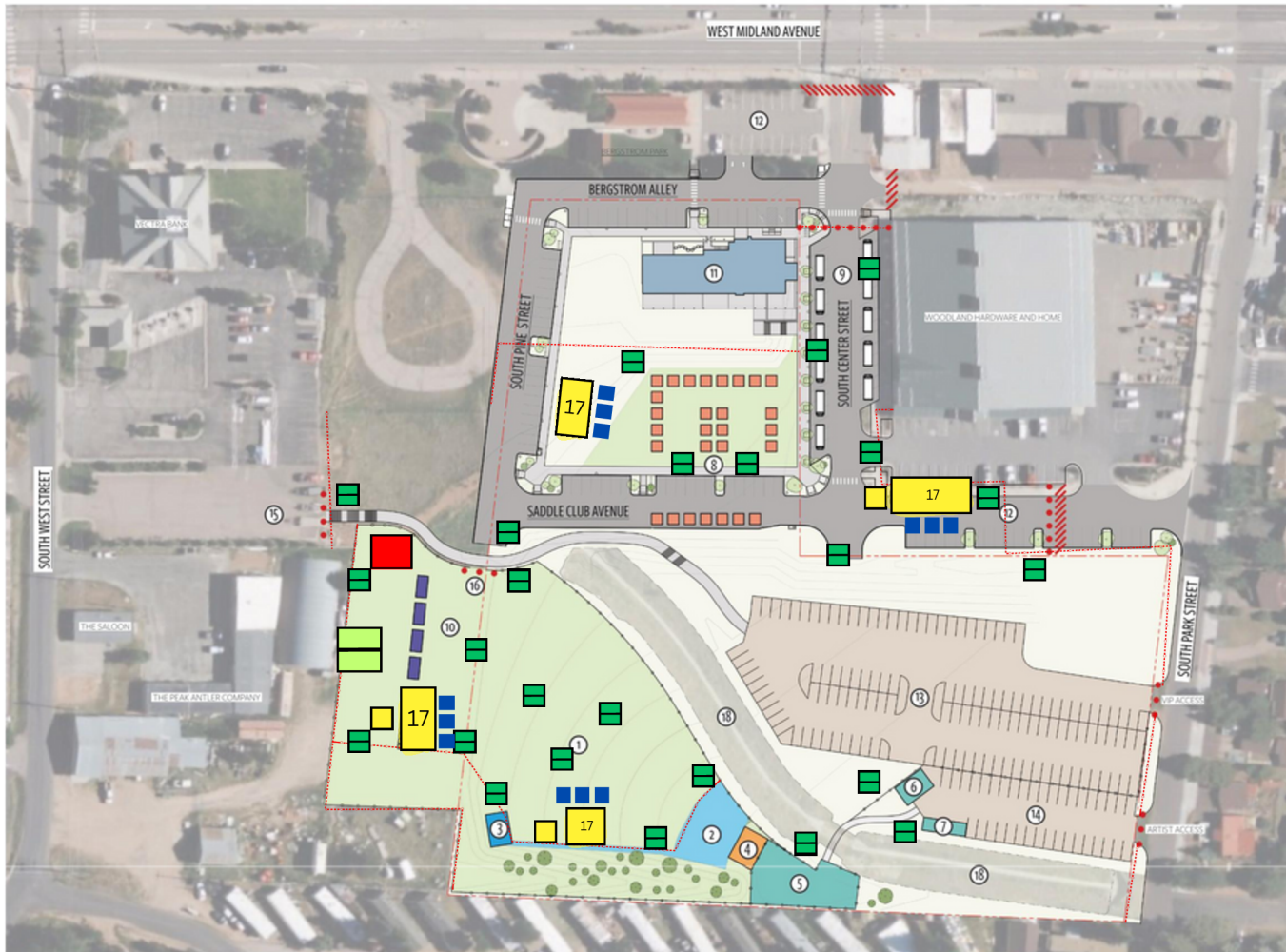
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20. Generators. All generators shall be turned off by 11:30 p.m.
21. Lighting. All lighting for the special event shall be downcast and fully shielded.

ATTACHMENTS

Aerial Map
Music Fest Venue Map
Timeline for the Event
Traffic Control Plan
Light Tower Generator Placement Map
Pedestrian Crossing Information
Shuttle Route
Shuttle Schedule





LEGEND

- ① Festival Grounds Seating
- ② VIP Area
- ③ VIP Tent
- ④ 32'x24' Stage
- ⑤ Artist Staging Area
- ⑥ Artist Tent
- ⑦ Artist Restrooms
- ⑧ Vendor Village
- ⑨ Food Truck Area
- ⑩ Concessions Area
- ⑪ Tava House
- ⑫ Emergency Services Staging Area
- ⑬ VIP Parking Area
- ⑭ Artist Parking Area
- ⑮ Shuttle Drop-Off Area
- ⑯ Festival Grounds Entry
- ⑰ Portable Restroom Area
- ⑱ Storm Water Channel

- Road Access Closure
 Ticket Access Control

STATISTICS

Artist Parking:	35 Spaces
VIP Parking:	125 Spaces
Festival Seating Area:	42,249 s.f.
VIP Area:	4,668 s.f.
Vendor Village:	15,034 s.f.
Concessions:	~29,604 s.f.

- ADA Compliant Restroom
 Trash Cans (2)
 Emergency Services
 Roll-off Dumpster
 Hand Washing Station (3)

Americas Mountain Festival Site Plan

1"=100'-0"



1	PROJECT:	Woodland Station
	DATE:	2025.02.14
	PHASE:	Site Planning
	ECHO	Architecture + Interiors 713-387-7836 echo-arch.com



THURSDAY, JULY 3, 2025

TENT DELIVERY AND SET UP

PORTABLE RESTROOMS AND DUMPSTER SET UP

FRIDAY, JULY 4, 2025

STAGE DELIVERY AND SET UP

SATURDAY, JULY 5, 2025

5:30AM-6:30AM – WORKZONE ARRIVES TO START SIGN INSTALL

6:00AM – MAIN AMF CREW ARRIVES

7:00AM – VENDOR SET UP

7:30AM-9:30AM - SET AND CHECK NED LEDOUX

10:00AM-3:00PM – FIRST SET OF VOLUNTEERS ARRIVE AND GET ASSIGNMENTS

9:30AM-11:30AM - SET AND CHECK JON WOLFE

11:30AM-11:55AM - TEST ANTHEM & COWBOY LEGACY

12:30PM-9:30PM – UTE VALLEY EMERGENCY SERVICES ON SITE

3:00PM-9:30PM – SECOND SET OF VOLUNTEERS ARRIVE

SHOW

11AM – PATRONS CAN LINE UP FOR ENTRY

11:30AM – RACE CAR EXPERIENCE TICKETS HOLDERS AND VIP'S ENTER

**12:00PM - DOORS OPEN TO GENERAL PUBLIC & HOUSE MUSIC **

1:15PM-1:30PM - PRESENTATION OF COLORS/ RAQUITA NATIONAL ANTHEM

1:30PM-3:00PM - CURTIS GRIMES

3:00PM-3:30PM - SET CHANGE/LINECHECK/COWBOY LEGACY

3:30PM-5:00PM - MICHAEL MARTIN MURPHEY/CARIN MARIE

5:00PM-5:30PM - SET CHANGE/LINECHECK/COWBOY LEGACY

5:30PM-7:00PM - JON WOLFE

7:00PM-7:30PM - SET CHANGE/COWBOY LEGACY

7:30PM-9:00PM - NED LEDOUX - HEADLINER

9:00PM-10:00PM – PATRONS VACATE PREMISES

11:30PM – ALL OTHERS VACATE PREMISES INCLUDING VENDORS

(ALL TIMES ABOVE SUBJECT TO CHANGE)

MONDAY, JULY 7, 2025

REMOVAL OF RENTED TENTS, DUMPSTERS, PORTABLE RESTROOMS, TRASH CANS AND STAGE





**TAVA HOUSE
AMERICAS MOUNTAIN FESTIVAL
WOODLAND PARK, CO**

**MHT 1
ROAD CLOSURE WITH AN OFFSITE
DETOUR (TA-8)
MUTCD**



City: _____
Contractor: _____
TCS: Anthony Romero

Date: 8/31/2022 Author: Work Zone Traffic Control LLC.

Comments:

1. Plan not to scale, concept only.
2. All traffic control shall be set in accordance with the latest edition of the MUTCD.
3. All devices shall be in compliance with the 2016 MASH report.





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AMERICAS MOUNTAIN FESTIVAL
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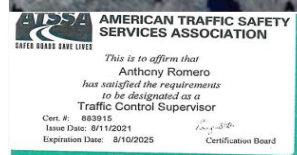
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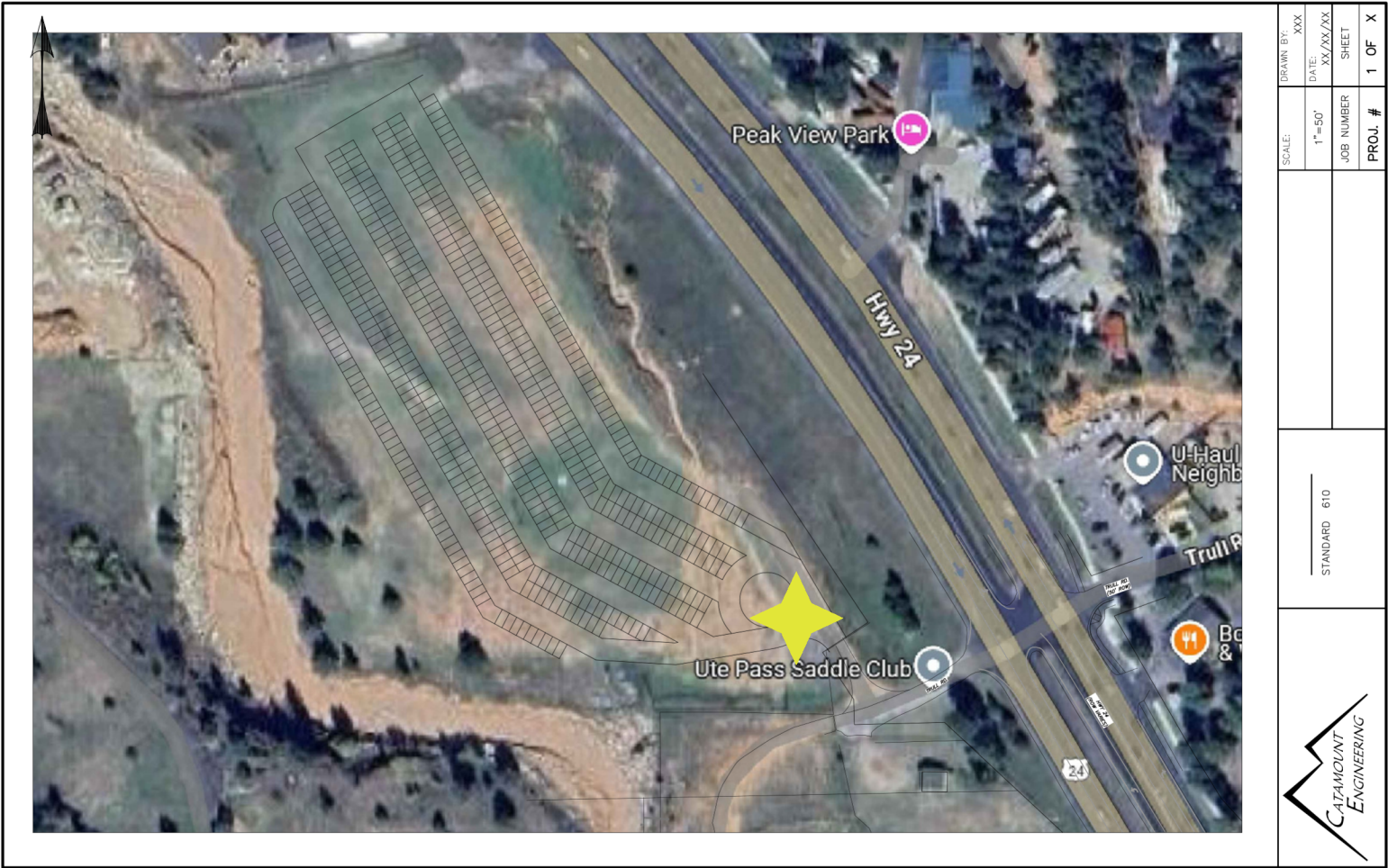
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Maps for generator and light tower placement

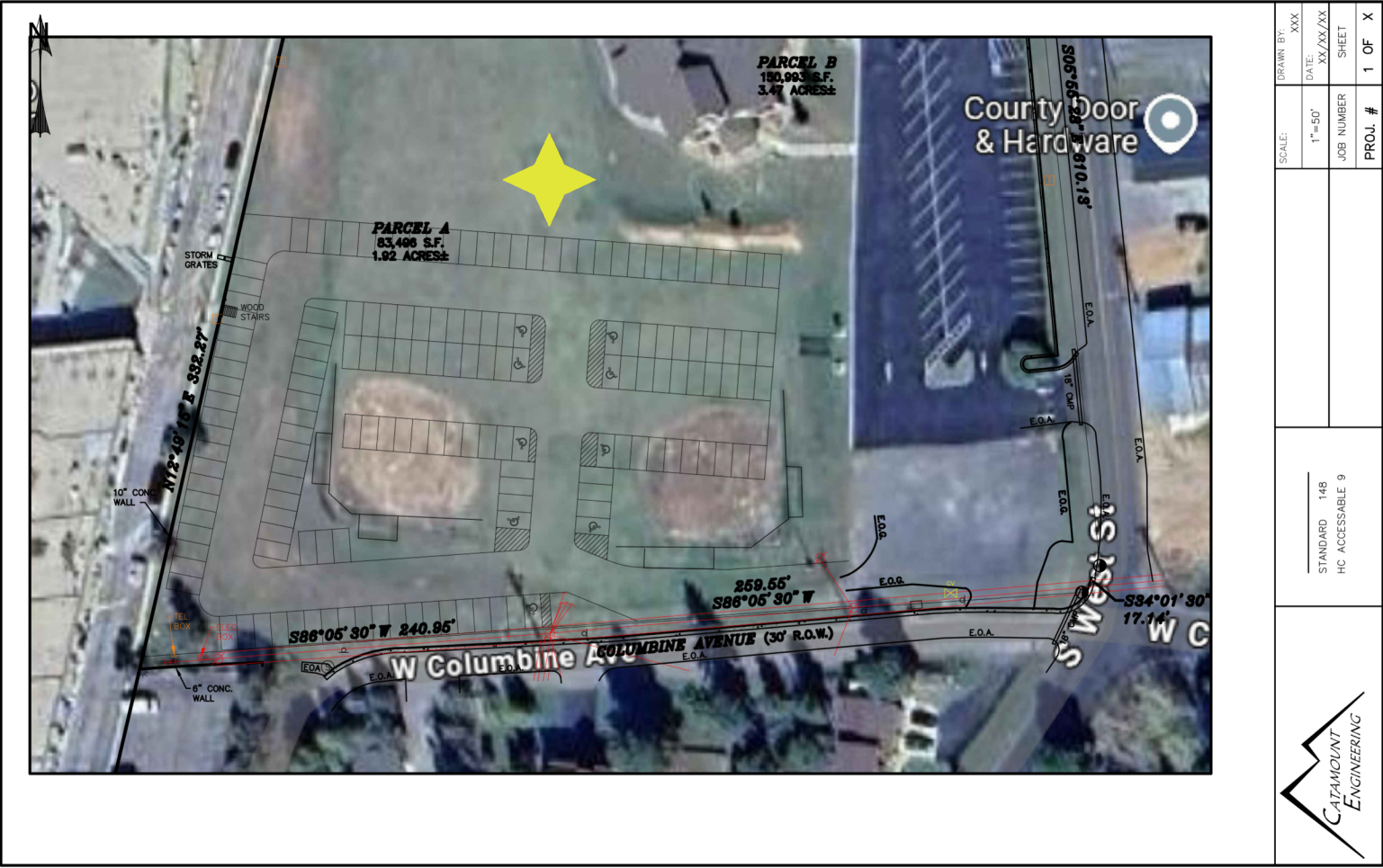
-  Generator
-  Light tower

Saddle Club Parking lot



This light tower will be located near the pick up/ drop off zone for the shuttle busses

Church field parking lot



This light tower will be at the church field to illuminate the are for the pedestrian heading back to their vehicles

Festival Grounds



LEGEND

- ① Festival Grounds Seating
- ② VIP Area
- ③ VIP Tent
- ④ 32'x24' Stage
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Red dashed line: Road Access Closure

Red dotted line: Ticket Access Control

STATISTICS

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Festival Seating Area:	42,249 s.f.
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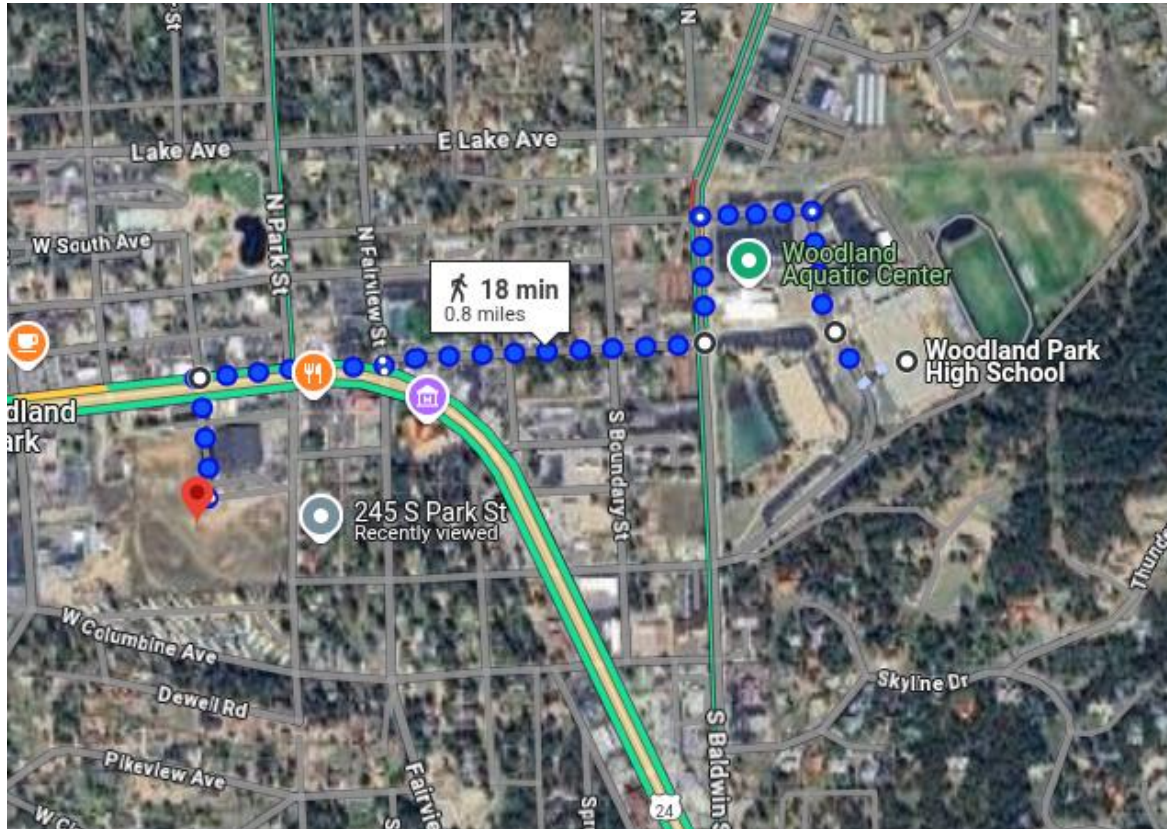


1 ECHO	PROJECT:	Woodland Station
	DATE:	2025.02.14
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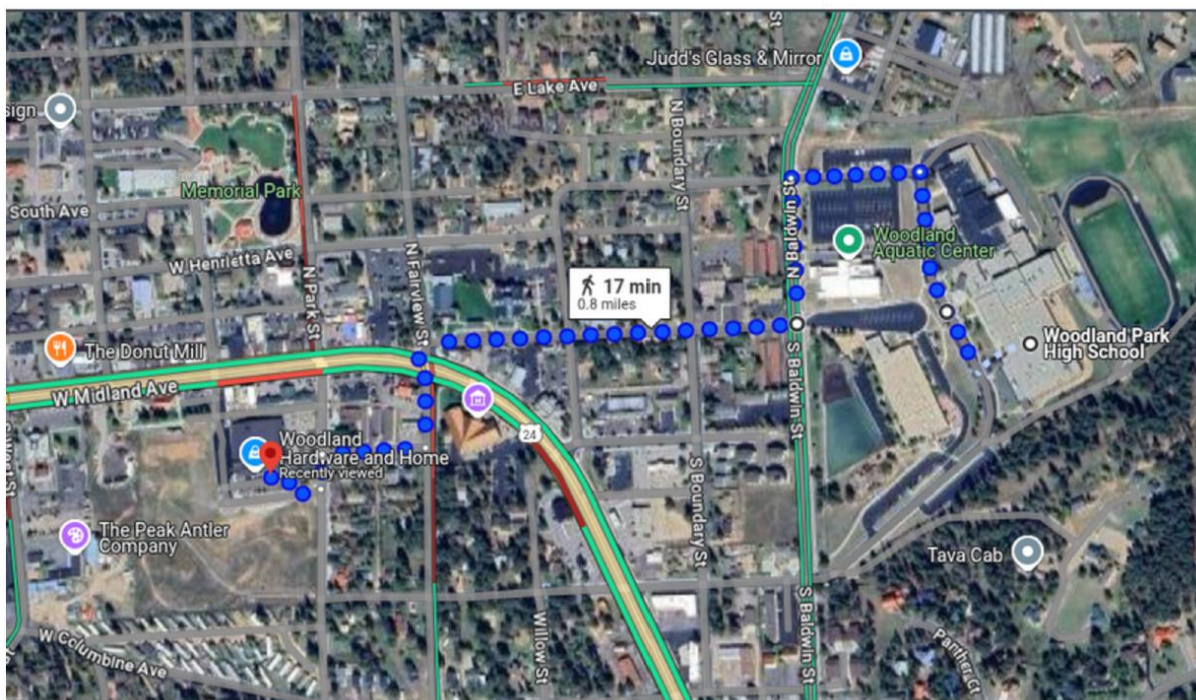
There will be two light towers on the festival grounds, one on the north end to help illuminate the vendor area to help them with their pack up. There will be another on the south side next to the walkway leading from the VIP parking to back stage. To help the artists with their load out, and light up the VIP parking lot for the pedestrians.

Finally the generator will be back stage for production / audio / stage use.

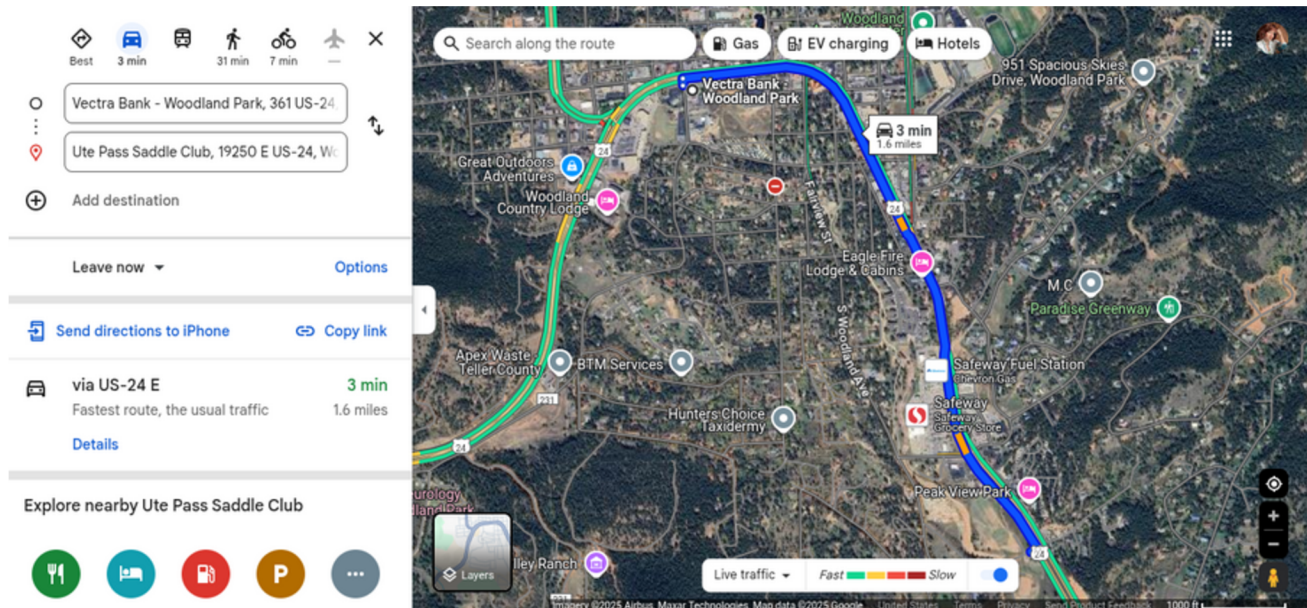
Pedestrian walking directions for Woodland Park high school to Center St.



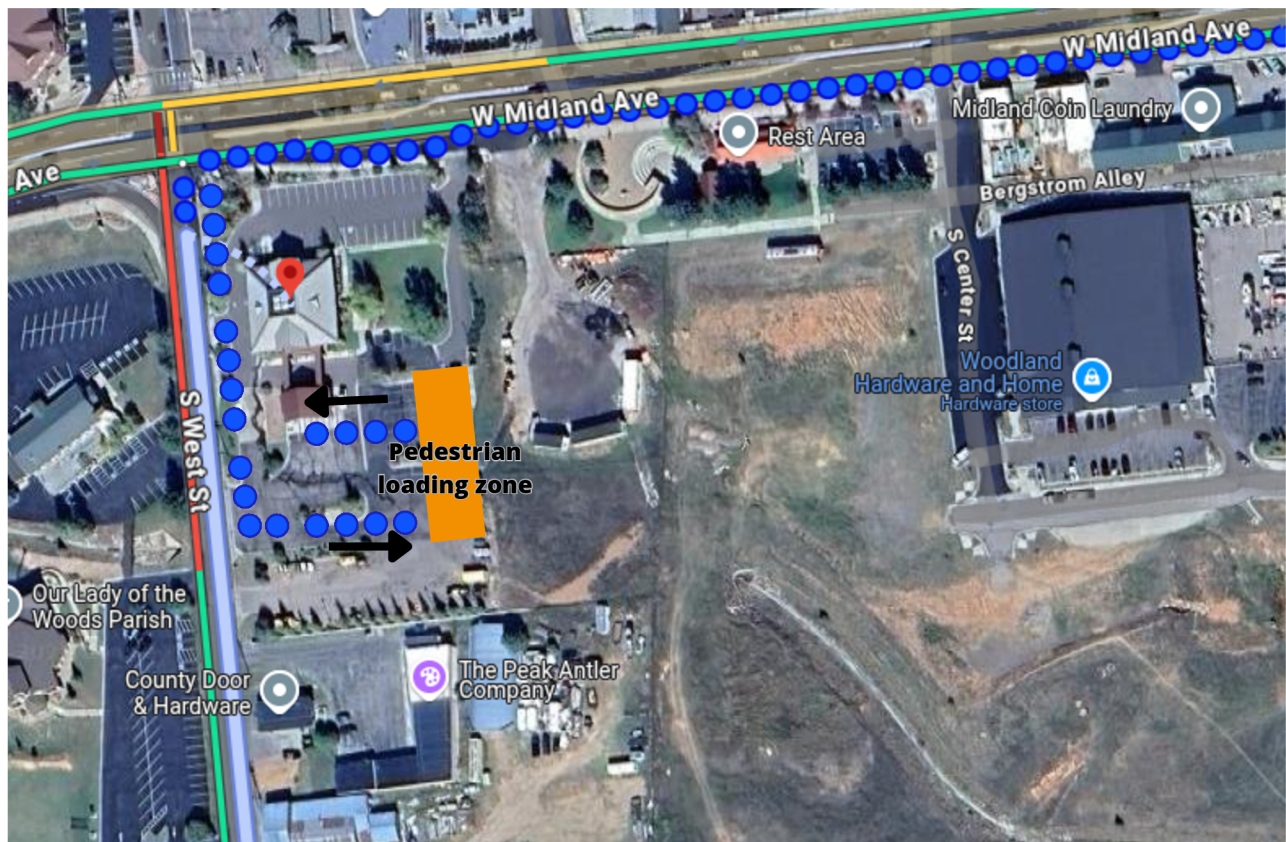
Pedestrian walking directions for Woodland Park high school to East entrance



Bus route from Ute Pass Saddle club to Vectra Bank



Pedestrian drop off location at Vectra Bank



DETAILS FOR ITINERARY: Leg 1 First Shift

For questions **on the day of your trip** about this itinerary, contact the Service Center assigned below

Description: UTE Pass Saddle Club - VECTRA Bank
No. of Passengers: 108

Start Date: 7/05/2025
End Date: 7/05/2025

Assigned Service Center:
 3043 CSC Woodland Park CO
 (719) 687-4411/ (719) 216-9058

Note:

Vehicles: 2

VH-1, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**

VH-2, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**

Arrive	Depart	Location and Address	Stop Note
10:00 AM	10:15 AM	Pick Up: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
10:22 AM	10:32 AM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
10:39 AM	10:49 AM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
10:56 AM	11:06 AM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
11:13 AM	11:23 AM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
11:30 AM	11:40 AM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
11:47 AM	11:57 AM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
12:04 PM	12:14 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
12:21 PM	12:31 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
12:38 PM	12:48 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
12:55 PM	1:05 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
1:12 PM	1:22 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
1:29 PM	1:39 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
1:46 PM	1:56 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
2:03 PM	2:13 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
2:20 PM	2:30 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
2:37 PM	2:47 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
2:54 PM	3:04 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
3:11 PM	3:21 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24,	

3:28 PM	3:38 PM	Woodland Park, Colorado 80863
3:45 PM	3:55 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
4:02 PM	4:12 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
4:19 PM	4:29 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
4:36 PM	4:46 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
4:53 PM	5:03 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
5:10 PM	5:20 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
5:27 PM	5:32 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
5:39 PM	5:44 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
5:51 PM	5:56 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
6:03 PM	6:13 PM	Drop Off: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863

DETAILS FOR ITINERARY: Leg 2 Second Shift

For questions on the day of your trip about this itinerary, contact the Service Center assigned below

Description: UTE Pass Saddle Club - VECTRA Bank
No. of Passengers: 108

Start Date: 7/05/2025
End Date: 7/05/2025

Assigned Service Center:
3043 CSC Woodland Park CO
(719) 687-4411/ (719) 216-9058

Note: Loop Shuttling
Vehicles: 2

VH-3, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**
VH-4, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**

Arrive	Depart	Location and Address	Stop Note
6:00 PM	6:15 PM	Pick Up: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
6:20 PM	6:30 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
6:35 PM	6:45 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
6:50 PM	7:00 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
7:05 PM	7:15 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
7:20 PM	7:30 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
7:35 PM	7:45 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	

7:50 PM	8:00 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
8:05 PM	8:15 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
8:20 PM	8:30 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
8:35 PM	8:45 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
8:50 PM	9:00 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
9:05 PM	9:15 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
9:20 PM	9:30 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863
9:35 PM	9:45 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
9:50 PM	10:00 PM	Drop Off: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863

DETAILS FOR ITINERARY: Leg 3 11am-2pm

For questions **on the day of your trip** about this itinerary, contact the Service Center assigned below

Description: UTE Pass Saddle Club - VECTRA Bank

No. of Passengers: 108

Start Date: 7/05/2025

End Date: 7/05/2025

Assigned Service Center:

3043 CSC Woodland Park CO
(719) 687-4411/ (719) 216-9058

Note:

Vehicles: 2

VH-5, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**

VH-6, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**

Arrive	Depart	Location and Address	Stop Note
11:00 AM	11:10 AM	Pick Up: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
11:17 AM	11:27 AM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
11:34 AM	11:44 AM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
11:51 AM	12:01 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
12:08 PM	12:18 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
12:25 PM	12:35 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
12:42 PM	12:52 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
12:59 PM	1:09 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
1:16 PM	1:26 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
1:33 PM	1:43 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W	

1:50 PM	2:00 PM	US Highway 24, Woodland Park, Colorado 80863
		Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863
2:07 PM	2:17 PM	Drop Off: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863

DETAILS FOR ITINERARY: Leg 4 8pm-10pm

For questions **on the day of your trip** about this itinerary, contact the Service Center assigned below

Description: UTE Pass Saddle Club - VECTRA Bank
No. of Passengers: 108

Start Date: 7/05/2025
End Date: 7/05/2025

Assigned Service Center: 3043 CSC Woodland Park CO (719) 687-4411/ (719) 216-9058
--

Note: Loop Shuttling
Vehicles: 2

VH-7, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**
 VH-8, Large School Bus, Commercial, 54 Passenger Capacity. **Note:**

Arrive	Depart	Location and Address	Stop Note
8:00 PM	8:10 PM	Pick Up: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
8:15 PM	8:25 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
8:30 PM	8:40 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
8:45 PM	8:55 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
9:00 PM	9:10 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
9:15 PM	9:25 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
9:30 PM	9:40 PM	Shuttle: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	
9:45 PM	9:55 PM	Shuttle: Vectra Bank - Back Parking Lot, 401 W US Highway 24, Woodland Park, Colorado 80863	
10:00 PM	10:10 PM	Drop Off: Ute Pass Saddle Club, 19250 E U.S. 24, Woodland Park, Colorado 80863	

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT			
Durham School Services File 749085 Los Angeles, CA 90074-9085	Please make you're your check or money order payable to: Durham School Services Please note the Pro Forma Invoice # and Customer # on your check.	CUSTOMER #:	4969332
		TRIP #:	Trip-39222
		TOTAL COST:	\$3,877.05
		AMOUNT DUE:	\$3,877.05
		Amount Due Subject to Change	
To make payment via Payment Card or ACH, please contact us at (833) 698-7474			



STAFF REPORT

TO: Mayor Case and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: May 15, 2025

SUBJECT: **Woodland Station Filing No. 2 Subdivision - Preliminary Plat Amendment (A25-0051) & Final Plat (A25-0022):** A request by Tava House Properties LLC (Applicant and Property Owner) to amend the previously approved Preliminary Plat and approve a subdivision Final Plat to plat 6.69± acres into three lots and two tracts. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. **(QJ)** (Presenter, Planning Director Karen Schminke, AICP)

BACKGROUND: A preliminary plat application is one of the steps in the subdivision process when the proposed map of the subdivision is reviewed for overall layout of lots, streets, utility infrastructure and easements, public spaces, and general conformance with City regulations.

A Final Plat application is the final step in the multistep subdivision process. The Final Plat document provides a map of the subject property that includes property boundaries, utility easements, and right-of-ways for streets. After City Council approves the Final Plat document, and it is signed by all required parties, it is filed at the Teller County Clerk and Records office.

See attached for a detailed staff report.

RECOMMENDATION: Preliminary Plat

Approve the Woodland Station Filing No. 2 Preliminary Plat Amendment No. 1 to plat 6.69± acres into three lots and two tracts subject to the following conditions:

1. Conflicts between easement locations and the final landscaping plan must be reconciled.
2. The project engineer must provide confirmation that the available stormwater system can handle the addition of the turn lane in Highway 24 adjacent to Bergstrom Park.
3. Per the project engineer's May 2024 drainage report, a final drainage report must be submitted for the Final Plat.
4. The project engineer must confirm or provide an update to the construction documents to ensure City utility service lines align with the appropriate Lot.
5. All comments and redlines from City staff and external review agencies must be resolved.
6. Preliminary Plat Amendment drawing set must be finalized and approved with all signatures.

Final Plat

Approve the final plat for Woodland Station Filing No. 2 to plat 6.69± acres into three lots and two tracts with the condition that the final plat may be recorded after:

1. Preliminary Plat Amendment drawing set has been finalized and approved with all signatures.
2. All comments and redlines from City staff and external review agencies regarding the final plat document have been resolved.
3. Final landscaping plan, including an irrigation system, has been approved.
4. Recording reception number for the conveyance of the 15-foot strip of land from Beer Garden Lane Development to the City of Woodland Park for use as right-of-way is added to the final plat.
5. Recording reception number for the establishment of the public utility easement along the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are added to the final plat.
6. Any required Transportation Capital Fee has been paid.

- ATTACHMENTS:**
1. Woodland Station Fil. 2_PPlat Amen_FPlat_CC Staff Report 2025-0515
 2. B. Woodland Station Filing No. 2 Final and Prelim. Plat Applications and Narrative
 3. C. Preliminary Plat Amendment Exhibit - 04.24.2025
 4. D. Final Plat Exhibit- 04.24.2025
 5. E. Proposed Landscape Plan
 6. F. TAVA SDA Recorded 10.23.2024
 7. G. CDOT Referral Comments_3-21-25
 8. H. Public Comment - Mr. Arden Weatherford Comment 05.02.2025



City Council Staff Report Public Hearing May 15, 2024

Agenda Item

Department

Presenter

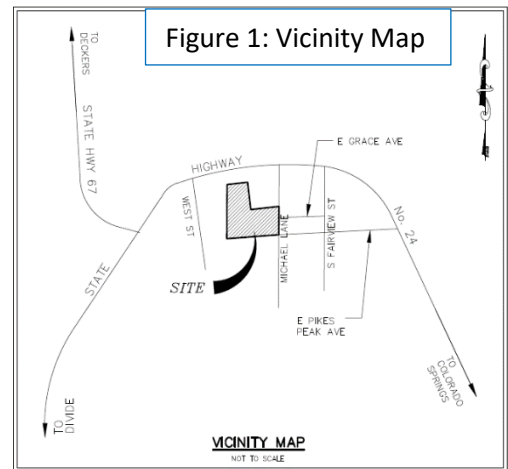
9B

Planning

Karen Schminke, AICP
Planning Director

AGENDA ITEM 9B

Woodland Station Filing No. 2 Subdivision - Preliminary Plat Amendment (A25-0051) & Final Plat (A25-0022): A request by Tava House Properties LLC (Applicant and Property Owner) to amend the previously approved Preliminary Plat and approve a subdivision Final Plat to plat 6.69± acres into three lots and two tracts. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. **(QJ)**



BACKGROUND

The subject property was historically owned by “The Saddle Club” and is where rodeos and dances were held in the city. In 2008, it was sold to the City of Woodland Park and its Downtown Development Authority (DDA). The DDA had previously adopted a Foundation Plan on February 21, 2002. Located in the center of the DDA area is the subject property: a 6.63-acre parcel that abuts Bergstrom Park to the north and is bordered by S. Center Street, Saddle Club Avenue and South Park Street to the east (outlined in red in Figure 2a).

In April of 2023, the City of Woodland Park and the DDA approved a Plan of Development for a four phase mixed use development on the subject property. Figure 2b depicts phases 1-3 of the Plan of Development; phase 4 is located south of Saddle Club Avenue and encompasses the southern two-thirds of the property.

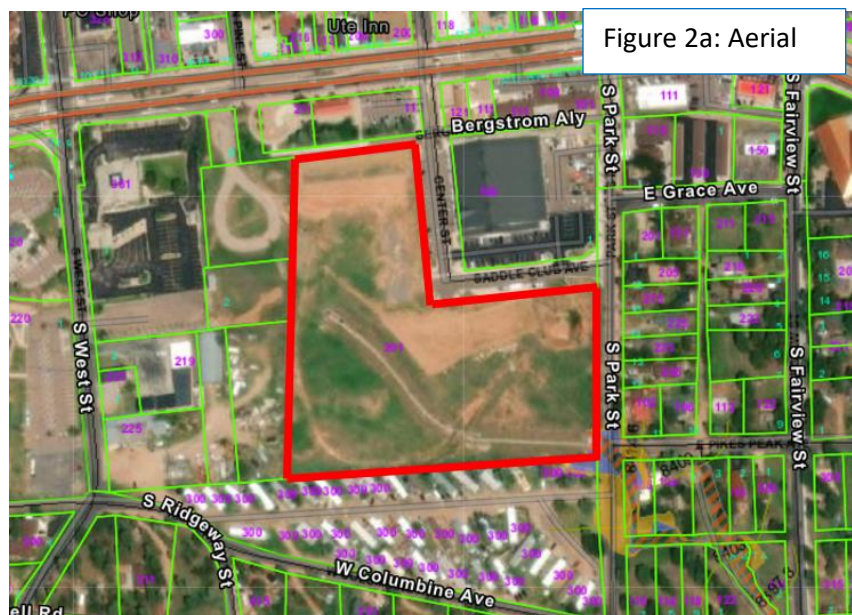
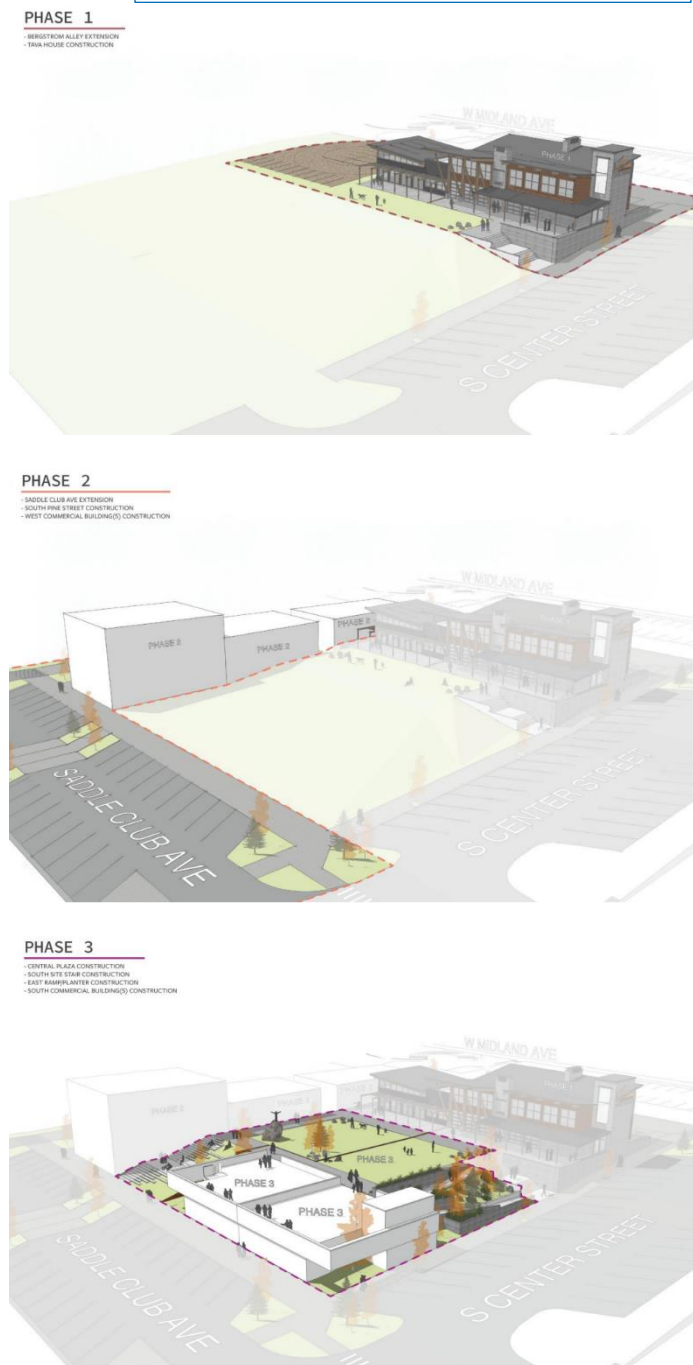


Figure 2b: Plan of Development Phases 1-3

The following items were considered during the review of the Plan of Development and it was noted these items would be addressed in more detail in subsequent applications: lot configuration, infrastructure, environmental concerns, site access and circulation, land uses, parking, architectural design, landscaping, parks & trails, and historical assets. It was also noted that since the primary access into the property is from Highway 24, CDOT review would be necessary and they might require improvements such as changes in signalization or turning lanes, which could potentially impact Bergstrom Park.

Upon recommendation of the DDA, City Council approved an agreement with Tava House Properties, LLC, who would serve as the “Master Developer” to develop the property per the Plan of Development. City Council then authorized the sale of the subject property to Tava House Properties, LLC for this purpose.

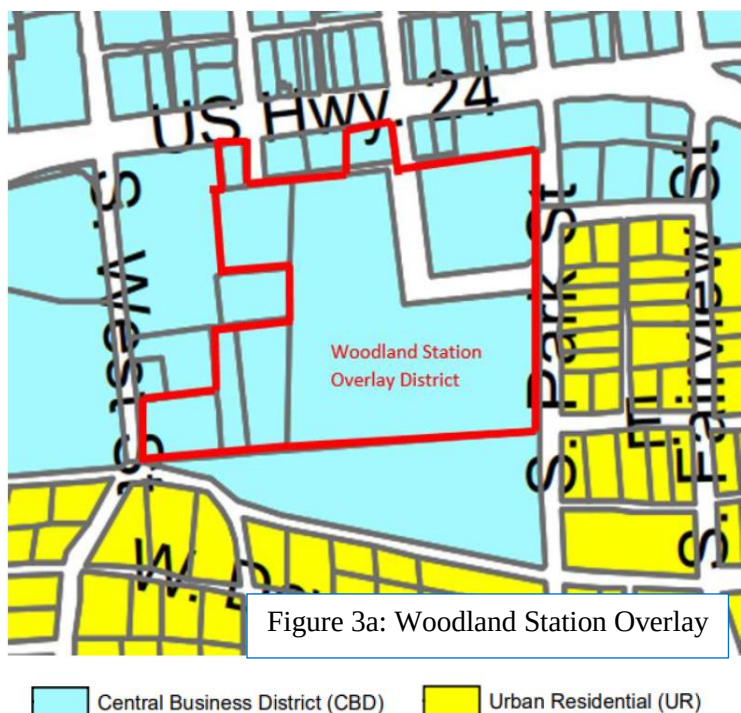


SITE AND SURROUNDING PROPERTIES

Per the City of Woodland Park Zoning Map (shown in Figure 3a & 3b), the subject property, an 'L'-shaped parcel outlined in red in Figure 3b, is located in the Central Business District (CBD) zone, which is shared by the land to the north, west, and south. The property is also part of the Woodland Station Overlay District (shown in Figure 3a), which builds upon the allowed uses, development patterns, and bulk standards found in the Central Business District. Flexibility may be allowed with respect to scale, mass, architectural design, and overall site design. The district was established in 2007 for the purposes of guiding the architectural and site planning components of development within the Woodland Station Overlay District to achieve a scale and quality of development consistent with the key location of the Woodland Station in the heart of the Central Business District.

Directly to the west of the subject parcel lies three vacant properties: the northern one is unplatted and owned by Beer Garden Lane Development, LLC, the middle lot is owned by the City, and the southern parcel is unplatted and owned by Park Contractor Storage, LLC.

The City owned lot, Lot 2 of the Vectra Bank Subdivision, was acquired by the City in 2015 and per the Ordinance authorizing the purchase, the purpose being *"the City desires to construct and install or cause to be constructed and installed various facilities and improvements in order to provide public transportation, public parking and public utilities through Woodland Station, including but not limited to parking, streets, curb, gutter, drainage, water, sanitary sewer, power, cable and telephone."* There has also been discussion about using the City owned lot, as well as the 24' access easement through the southern portion of Lot 1, Vectra Bank Subdivision, to connect the Saddle Club Avenue extension through to West Street.



The north side of the proposed development is bordered by Bergstrom Alley, on the other side of which lies Bergstrom Park. To the northeast, across Saddle Club Avenue and S. Center Street, is the location of Woodland Hardware and Home. The Hackman's Addition residential development is located to the east and zoned Urban Residential (UR). The Ute Chief Mobile Home Park adjacent to the southern property boundary is zoned Central Business District (CBD), and beyond the mobile home park is the Dewell Addition residential development, zoned Urban Residential (UR).

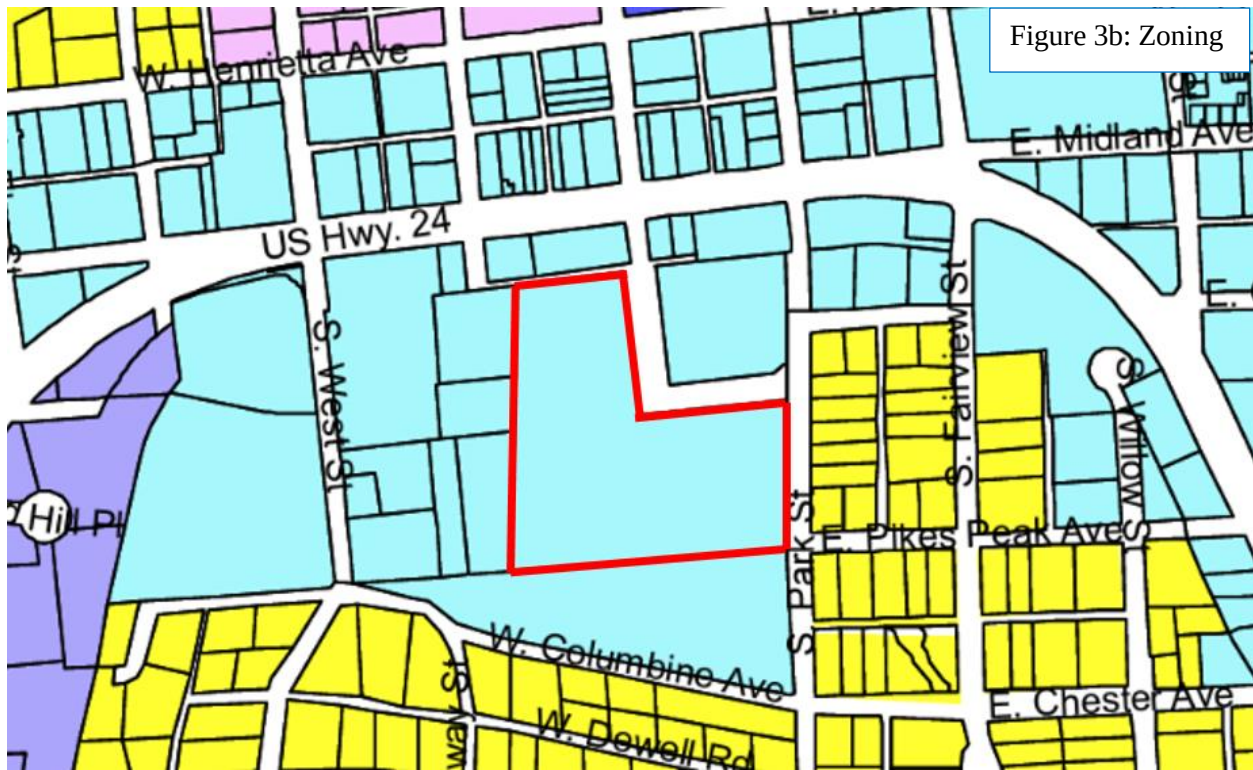


Figure 3b: Zoning

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:

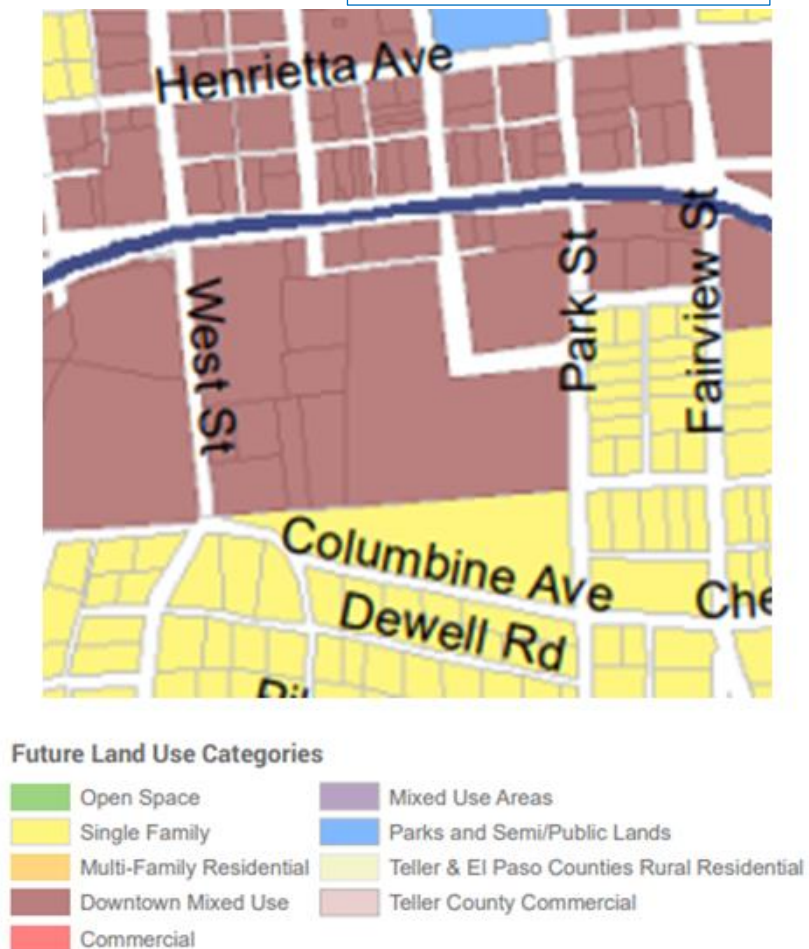
	USE	ZONE
North	North of Bergstrom Alley – Bergstrom Park North of Saddle Club Avenue – Woodland Hardware and Home	CBD
South	Ute Chief Mobile Home Park and the Dewell Addition	CBD & UR
West	Commercial Businesses including Vectra Bank Beer Garden Lane Development property – currently vacant City-owned property – currently vacant Park Contractor Storage, LLC – currently vacant	CBD
East	Woodland Hardware and Hackman's Addition	CBD & UR

COMPREHENSIVE PLAN

Within the City's Comprehensive plan, the Future Land Use Map (Figure 4) identifies "Downtown Mixed Use" as the desired use type for this area where the subject property is located.

Traditionally, mixed use is an alternative to single use zoning (i.e. residential zone, commercial zone, or industrial zone) and is typically thought of as having street-level retail and commercial uses with residential units in the upper floors of the same building.

Figure 4: Future Land Use Map



The Comprehensive Plan explains "Downtown Mixed Use" as:

DOWNTOWN MIXED USE: To help recognize and promote vitality in the downtown area, the Downtown Development Area boundary was used to identify the Downtown Future Land Use District. Establishing the downtown as its own character area helps to promote the identity and cohesion that is desired as development and redevelopment occur. The zoning categories in downtown include Central Business District (CBD), Community Commercial (CC), Urban Residential (UR), and Planned Unit Development (PUD). Neighborhood Commercial and Public/Semipublic areas north of the Downtown Development Boundary have maintained their land use classifications to illustrate the transition to downtown residential.

Chapter 4 of the Comprehensive Plan addresses Community Character and Design. Pages 38-39 of the chapter contain a vision for the development of Midland Avenue which identifies:

“residents would like to see the Woodland Station area developed as a mixed-use area that can support community events and fill in the currently vacant downtown areas.”

The Comprehensive Plan does not provide any additional specific information for what constitutes ‘mixed-use’ nor does the City Code contain a formal definition for this term.

PRIOR APPLICATIONS and AGREEMENTS

Since the property was sold to Tava House Properties, LLC in April 2023 a number of applications, permits, and agreements have been authorized. Below is a summary of those items.

Subdivision Sketch Plan

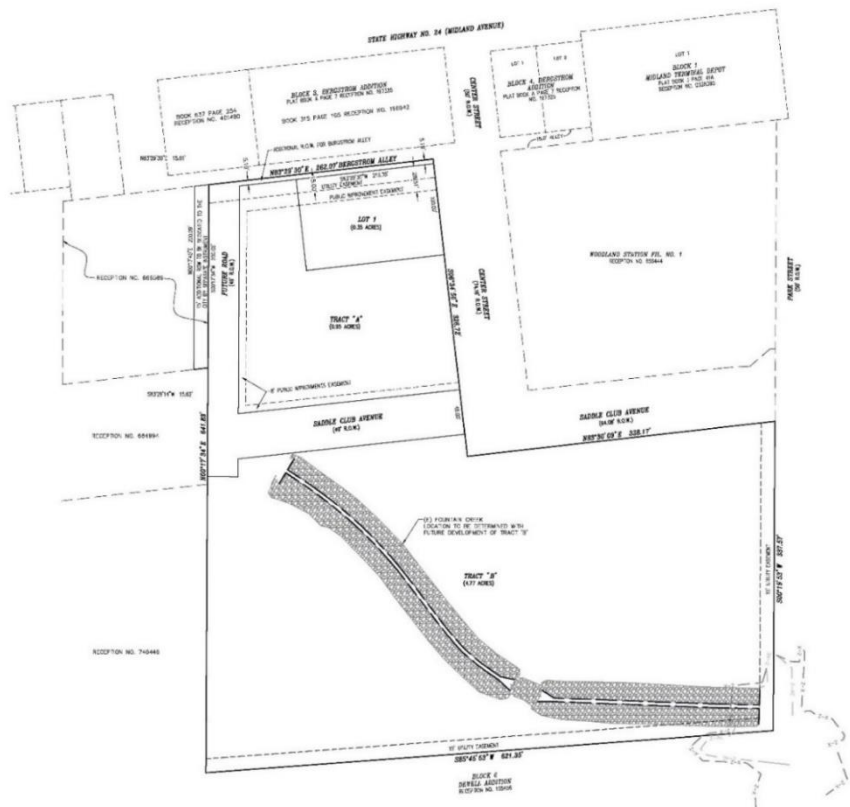
June 8, 2023 – Review comments from City staff as well as review agencies (CDOT, CORE, etc.) regarding the feasibility and design of the proposed subdivision were provided to the Developer to assist with the preparation of the preliminary plat application. In addition to affirming the standard development process and relevant City Code sections it was noted the Developer would need to address the following topics: Site Access and Circulation, Easements, Parks & Trails, Natural Drainage Courses, and Environmental Concerns.

Preliminary Plat

February 1, 2024 – Woodland Park City Council conditionally approved a Preliminary Plat for the future subdivision of the 6.63 acres into one lot and two tracts. As shown in Figure 5a, and consistent with Phase 1 of the approved Plan of Development, Lot 1 was to be a total of 0.35 acres and would be the only initially developable lot. Tracts A and B were both identified for future development.

The conditions of approval for the preliminary plat required by City Council [and the current status] are:

Figure 5a: Preliminary Plat – Feb 2024



1. Prior to any construction on the subject property, the applicant must enter into a Subdivision Development Agreement (SDA) for the public improvements being installed as a part of this subdivision. *[An SDA was approved by City Council on August 1, 2024 and was recorded October 23, 2024.]*
2. Development of Lot 1 of this subdivision is subject to approval of all applicable Zoning Development Permits through the City of Woodland Park Planning Department and a building permit through Pikes Peak Regional Building Department. *[The SDA authorized the Developer to begin construction of the Restaurant building prior to approval and recording of the Final Plat (SDA §20.b.) The City ZDP was approved October 29, 2024 and the PPRBD permit approved.]*
3. The applicant must resolve dedication of the right-of-way shown on the western edge of the property, either via separate instrument prior to final plat recordation, or by including the subject properties and associated property owners in the forthcoming final plat application. *[Dedication and recording requirements are detailed in SDA §5.b.]*
4. The applicant must address the loss of public park land in Bergstrom Park, as well as future public and open space in the final plat submittal to the City. *[SDA §3.c. references City Charter §15.2(b) and notes a separate public hearing process is required. The Developer provided a detail of the affected park area April 15, 2025.]*
5. The potential relocation of the historical “COG Car,” currently located on Lot 1 of the proposed plat must be addressed in the final plat submittal. Appropriate easements should be put in place if it is to remain anywhere on the subject property. *[The Cog Car was relocated from the subject property to the Centennial Trail Head at 710 W. Midland Ave. in June 2024.]*
6. The applicant must address all comments and redlines from City staff and external review agencies from the Preliminary Plat and Site Plan Review before the submittal of Final Plat and Zoning Development Permits. *[Zoning Development Permit issuance was superseded by the SDA. The redline comments were addressed and the preliminary plat plan set was conditionally approved February 11, 2025.]*
7. As part of the Final Plat application, all CDOT comments, including an escrow account for required public improvements, must be addressed. *[This item was superseded by the SDA §25 and §20.c.]*
8. The Preliminary Plat, as well as future Final Plats for this development, must be revised to meet the standards found in MC.17.40.170 for location and size of easements. *[Easement information is included in the Final Plat application.]*

Information not available when this initial Preliminary Plat application was reviewed were details for any Highway 24 turn lanes and their associated impact to Bergstrom Park. Also not available was an updated Phase 1 Environmental Impact Statement for the subject property or any associated updates to the Colorado Department of Public Health and Environment’s (CDPHE) Voluntary Clean-up Program (VCUP) for this property.

At the time of the initial Preliminary Plat approval, Planning Commission and City Council were shown the site plan, preliminary landscaping plans, and a rendering for the TAVA restaurant (Figure 5b) to be constructed on what is to be platted as Lot 1. Siting a restaurant at this location does not require public hearings and is instead subject to subsequent administrative review and approval by City staff.



Figure 5b: TAVA House Restaurant Rendering

Since City Council approved the Preliminary Plat for Woodland Station Filing No. 2 February 1, 2024, a number of activities have occurred. Below is a brief timeline of what has transpired:

- May 2024 – City staff and Tava team began work on the subdivision development agreement (SDA) for this development.
- July 11, 2024 – Grading Permit for the subject property was administratively approved.
- August 1, 2024 – City Council approved a Subdivision Development Agreement with Tava House Properties, LLC which was recorded October 23, 2024. An SDA is a legal contract between the developer and the municipality that outlines the terms and conditions under which a parcel of land can be developed. Included within the SDA are a copy of the approved Construction Documents and cost estimates to complete the required improvements. The developer provided financial security for the required improvements.

This SDA allows Tava to concurrently:

- complete the City entitlement process (finalize the preliminary plat and site plan documents, then complete the Final Plat process and have that document recorded);
- construct the infrastructure and public improvements for the development;
- construct infrastructure on property owned by Beer Garden Lane Development, LLC and the City of Woodland Park;
- construct the building on Lot 1 of Woodland Station Subdivision, Filing No. 2 (Tava House Restaurant) prior to approval and recording of the Final Plat;
- allows extended hours for construction (6 AM – 10 PM) through May 31, 2025;
- enables Tava to work directly with CDOT regarding the timing and escrow of CDOT improvements as these are controlled by and handled through CDOT;
- recognizes the process to determine compensation to the City for the encroachment into Bergstrom Park encroachment (reference City Charter Sec. 15.2(b));
- provided alternative timeline for finalizing landscaping plans and installation of the required landscaping.

- October 29, 2024 – Zoning Development Permit for Tava House Restaurant was conditionally approved for the construction of the TAVA restaurant building. Pikes Peak Regional Building Department issued a building permit on October 30, 2024 and construction of the building started shortly after.
- February 11, 2025 – Preliminary Plat Documents associated with the February 1, 2024 City Council approval were conditionally approved.
- March 18, 2025 – Applications to amend the preliminary plat and requesting approval of the Final Plat for Woodland Station Filing No. 2 were submitted.

Figure 5c is a current site photo taken May 1, 2025 looking southwest into the subject property from S. Center St.



Figure 5c: Site photo taken May 1, 2025

CURRENT PROPOSAL

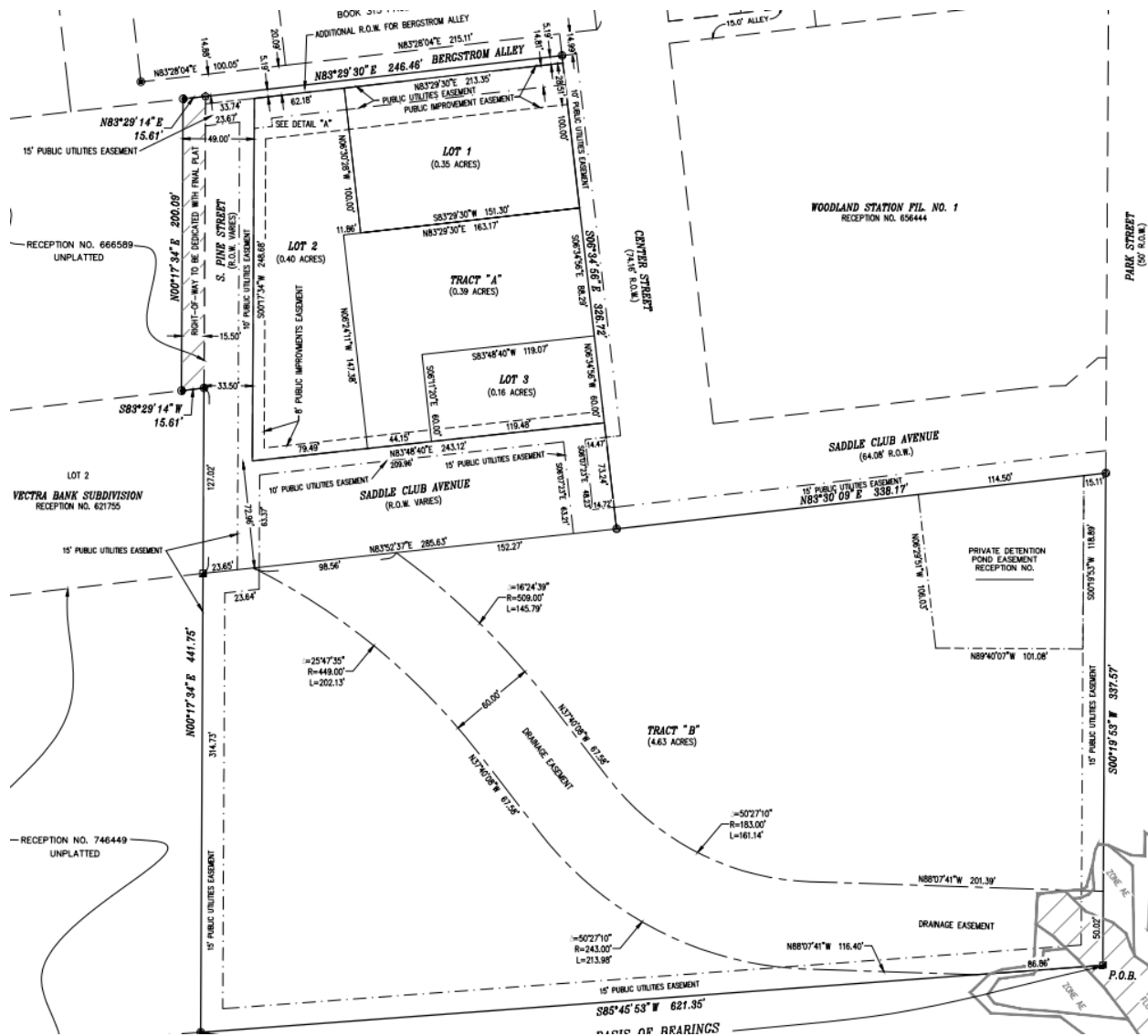
On March 18, 2025 the City of Woodland Park received an application from Tava House Properties, LLC requesting an amendment to the Preliminary Plat and a Final Plat application for Woodland Station Filing No. 2. The prior conditionally approved Preliminary Plat proposed subdividing the 6.63 acres into one 0.35 acre lot and two tracts (Tract A to be 0.95 acres and Tract B to be 4.77 acres in area).

The applicants are now requesting approval of an amendment to the Preliminary Plat as well concurrent approval of the associated Final Plat. The purpose of the preliminary plat is to identify and resolve technical details associated with the proposed subdivision design and necessary

infrastructure to be constructed. The final plat is the legal document that, after approval and signatures, is recorded in the Teller County Clerk and Records office. After the final plat is recorded the lots and tracts identified on the plat can be sold separately.

The new request is for three Lots and two Tracts as shown in Figure 6a.

Figure 6a: Amended Preliminary Plat



Lot and Tract Configuration

Lot 1 (0.35 acres) is located west of S. Center Street just south of Bergstrom Park and is where the Tava House Restaurant is currently under construction. Lot 2 (0.40 acres) is located along S. Pine Street between Bergstrom Alley and Saddle Club Avenue. Lot 3 (0.16 acres) is located at the

northwest corner of S. Center Street and Saddle Club Avenue. The developer considers Lots 2 and 3 to be “pad-ready” development sites. Tract A (0.39 acres) is located in the center of the three lots and is labeled as “Future Public Plaza”. These three lots and Tract A are consistent with Phases 1-3 of the approved Plan of Development.

Tract B (4.63 acres) is located south of Saddle Club Avenue and is labeled for ‘Future Development’ which consistent with Phase 4 of the approved Plan of Development. Located within Tract B is a drainage easement and a detention pond. The detention pond serves the general area and was constructed concurrently with Woodland Hardware. It is anticipated that the location of this pond will change as part of the future platting and development of Tract B.

Site Access and Circulation

The primary access point into the site is from Highway 24 via S. Center Street. South Center Street was platted as part of Woodland Station Filing No. 1. This right-of-way is 74 feet wide to accommodate on-street parking. Bergstrom Alley, along the north side of the subject property is currently 15-feet wide; an additional 5 feet of right-of-way is being dedicated to increase this to 20-feet in width. Saddle Club Avenue is being extended to the west through the subject property. This proposed right-of-way will be approximately 73-feet in width to accommodate both on-street parking and utility easements.

South Pine Street is being constructed along the west side of the subject property between Bergstrom Alley and Saddle Club Avenue. This right-of-way will be approximately 49-feet in width, 15-feet of which is currently off-site on property owned by Beer Garden Lane Development (BGLD) and the City of Woodland Park (Lot 2 Vectra Bank Subdivision). The property owner for BGLD provided written consent to this and will be conveying the land to Tava for inclusion in the final plat. Permission to construct improvements on the City owned parcel was granted as part of the terms agreed upon in the SDA.

Easements

Since the initial preliminary plat application was conditionally approved, the Developer has further refined the size and location of easements needed for this subdivision. Consensus has been reached between City Staff, CORE Electric, and the Developer to locate some of the easements within S. Center Street and Saddle Club Avenue right-of-ways since these are wider than the typical 50-feet. A drainage easement and an easement for the detention pond are identified on Tract B. Rather than locating public sidewalks within the right-of-way, the Developer is providing a “Public Improvements Easement” for this purpose. The “Public Improvements Easement” along Bergstrom Alley also include parking spaces.

The proposed public utility easement on the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are located outside the land area that is the subject of this subdivision plat. These easements will need to be established via a separate document and after they are recorded with the Teller County Clerk and Recorder the reception number must be added to the Final Plat.

Figure 6b depicts the currently proposed Final Plat and easements.

[illegible]

A preliminary landscaping plan was available when the original preliminary plat was conditionally approved. The addendum to the SDA provided an alternative timeline for finalizing landscaping

plans and installation of the required landscaping. Per the ZDP issued on October 29, 2024 for the construction of the Tava House Restaurant, the final landscaping plan must be approved prior to recording the Final Plat.

The proposed final landscaping plan identifies the location, type and quantities of plants to be installed along S. Center Street, Saddle Club Avenue, South Pine Street, and along the south side of Bergstrom Alley. However it does not address the loss of trees within Bergstrom Park nor revegetation of the area where the access into the park off S. Center Street is being removed. The caliper size specified for the proposed deciduous trees (2.0") does not meet the City requirement for 2.5". Due to our dry climate an irrigation system is necessary to support the vegetation being installed and a separate irrigation tap is recommended.

An additional item to note is, street lights are not identified on the landscape plan, nor were they part of the previously approved construction drawings.

CDOT

The need to engage with Colorado Department of Transportation early in the development process was noted during review of the Plan of Development in early 2023. CDOT has been involved throughout all phases of this development process and their comments have not changed; their most recent comments were provided on March 21, 2025:

- Three access permits are required for this development for the following locations:
 - S. Center Street: Construction of an eastbound right-turn deceleration lane and modification of the median to extend the existing westbound left-turn deceleration lane.
 - N. Park Street: Modification of median converting the intersection to right-in/right-out only for the north leg and three-quarter movement (left-in/right-in/right-out only) for the south leg
 - South Fairview Street: No improvements, documentation of traffic volumes only
- CDOT Access permit applications have been received for Center and Park Streets and are currently on hold awaiting additional information. An access permit application has not been received for Fairview Street.
- Final approval of Design Waiver is still pending.
- Updated plans per CDOT redlines/comments are required.
- The Traffic Impact Study will need to be revised/updated to ensure the land use is accounted for with the new lot configuration in the plat amendment.

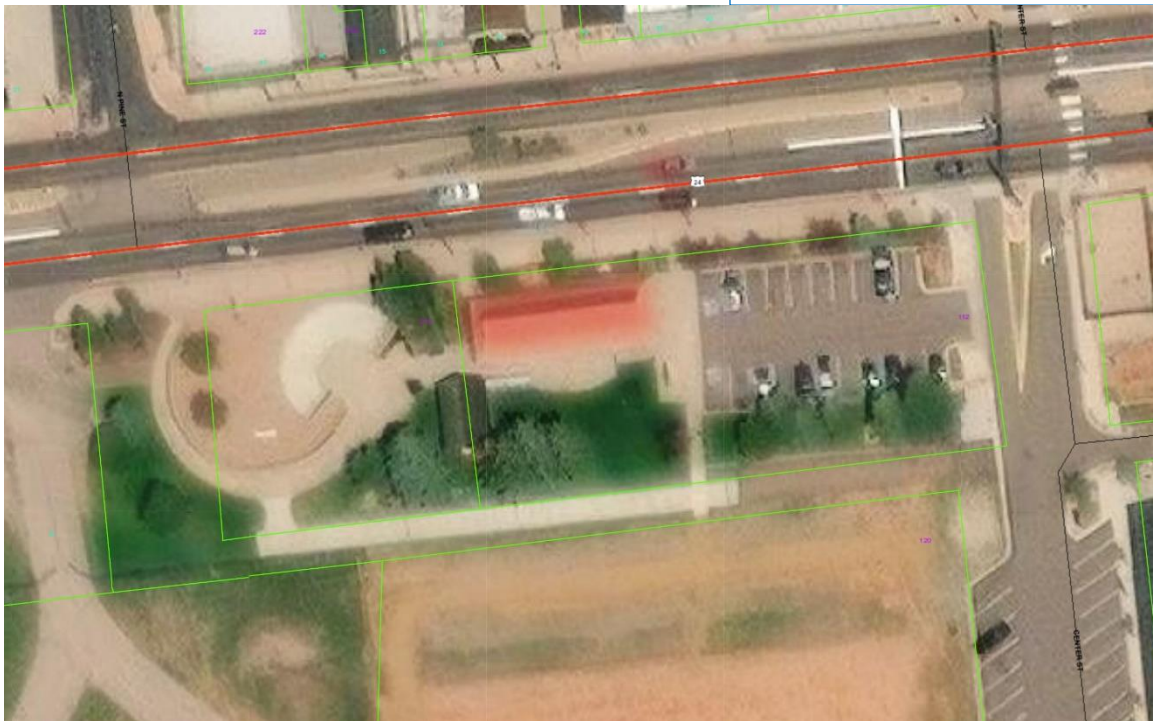
On April 18, 2025 the Tava team and City Staff met with CDOT to review the comments listed above and two Highway 24 turn lane design concepts. At that time it was noted that in addition to the improvements currently required, the CDOT access permits will need to be updated when Lots 2 and 3 begin development and that additional access and improvements will likely be required at that time.

As of May 2, 2025, approval of access permits and improvements for this initial stage of development is still pending. Per the recorded SDA, the required CDOT permits and construction must be completed before a Certificate of Occupancy will be issued for the Tava House Restaurant.

Bergstrom Park Impacts

Bergstrom Park's parking lot is currently accessed from S. Center Street. Figure 6c provides an aerial view of the current park access. Due to traffic issues, this access into Bergstrom Park is being closed and relocated to the west along Bergstrom Alley which is consistent with the previously approved Construction Documents included within the recorded SDA. This new access into the parking area will result in the loss of three mature trees.

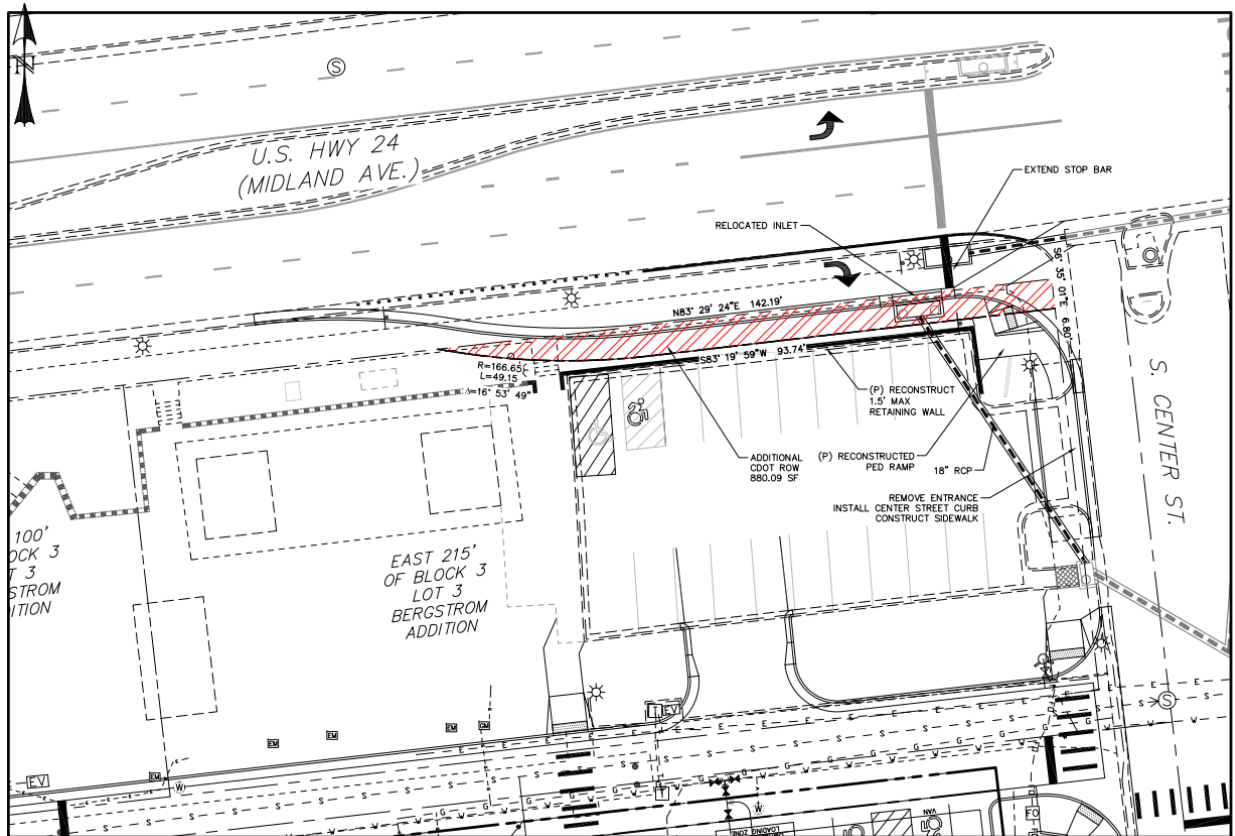
Figure 6c: Bergstrom Park Aerial



Detailed information regarding the portion of Bergstrom Park that would be impacted by the addition of a dedicated eastbound right turn lane off Highway 24 onto S. Center Street was not available when the original preliminary plat application was reviewed. This outstanding item was noted as needing to be resolved in both the preliminary plat conditions of approval as well as in Section 3.c. of the SDA.

The Developer provided a detail of the impacted area on April 15, 2025 (Figure 6d). The addition of the turn lane requires the sidewalk to be relocated into the park area and the landscaping area between the highway and parking spaces within the park will be eliminated. This will result in the loss of five mature trees and a number of shrubs. Street lights along Highway 24 will also need to be relocated.

Figure 6d: Bergstrom Park Turn Lane Detail



Section 3.C of the recorded SDA states that the Owner of the subject property will compensate the City for the loss of this approximately 1,300 square feet of park land. Payment amount due will be assessed based on the actual land area impacted by the infrastructure encroachment into the Bergstrom Park parcel, and upon the determination of City Council after the public hearing. The total amount the Owner will pay the City is still not agreed upon. Per the recorded SDA, this items must be completed before a Certificate of Occupancy will be issued for the Tava House Restaurant.

Environmental Concerns

During review of the Plan of Development in early 2023 a concern regarding potential environmental concerns was noted. Back on November 18, 2008 CDPHE approved a VCUP (Voluntary Clean-up Program) for the Woodland Station property. Due to delays in development of the property that previously approved VCUP had expired. Tava House Properties, LLC has since contracted with Matrix to prepare a Phase 1 Environmental Assessment Update for the property; that report was not available during the original preliminary plat application review and was completed February 2024. The developer is currently working with Colorado Department of Public Health (CDPHE) to ensure that all rules and regulations are being followed.

ANALYSIS OF PRELIMINARY PLAT AMENDMENT AND FINDINGS

This application to amend the Preliminary Plat 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 application, followed by a staff analysis. A full copy of the Preliminary Plat is attached to this Staff Report as part of the application. Below is a listing of the applicable subdivision standards from Code Section 17.20 complete with staff's analysis:

§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 amendment was discussed during a pre-application conference with the applicant, applicant's engineer, and City Staff prior to submittal of the application. This proposal is still consistent with the Plan of Development that was approved by City Council in April 2023. The application was distributed to appropriate agencies for their review and comment, comments returned to the applicant, who has been addressing those comments and redlines.

§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 plan set is generally acceptable. As of May 2, 2025 several small revisions to the preliminary plat plan set are still required.

§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. Rampart Surveys, LLC is the Colorado licensed professional Land Surveyor for this project. The Preliminary Plat is a true representation of the subdivision as the applicant intends to

record it. As of May 2, 2025 several small revisions to the preliminary plat plan set are still required.

§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 Plan of Development was approved by City Council in April of 2023 and serves as the Master Plan for this property.

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.*

Not applicable. No geological hazards were identified during the sketch plan stage. A soils report is required when applying for building permits for any buildings.

- 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 (existing and proposed utility line information, drainage, and street grades).*

Complies. The information within this code provision was included with the Preliminary Plat site plan. The drainage report dated May 14, 2024 addresses the existing stormwater ponds ability to accommodate stormwater associated with the development of this property excluding proposed Tract B. The report notes that “*future development, south of Saddle Club Road [Tract B] will require development of a sub-regional detention facility and consider relocation of the open channel reach of Fountain Creek currently bisecting the property.*” Additionally, the Purpose section of the report (on page 1) notes a final drainage report will be submitted with the Final Plat:

The proposed initial phase will utilize existing detention facility approximating historic release from areas of development. Analysis and design will be presented in the final drainage report submitted with the Final Plat and construction drawing application.

Since there are changes being made to the existing storm drain along Highway 24 due to the addition of the turn lane, the project engineer will need to provide confirmation that the available stormwater system can handle the change.

- 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 by the applicant, however staff identified a deviation from the subdivision standards (MC Section 17.40.170) in regards to easements. Proposed easements either meet standards set forth in §17.40.170 or have been determined to be acceptable to the City of Woodland Park and the utility providers.

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

Complies. The preliminary plat plan set indicates that water and sanitary connections will be made to existing City infrastructure located within the right-of-way of Saddle Club Ave., S. Center St., and Bergstrom Alley. The initial submittal for this preliminary plat amendment noted the location of service lines from City utility lines to the proposed lots but that information has been deleted from the revised drawing set. Construction documents for this infrastructure were approved prior to this requested amendment. The project engineer will need to update the construction documents to ensure the service lines align with the appropriate Lot and the installations will need to be included in the as-built documents.

- 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.*

Complies. The Preliminary Plat indicates areas for lot and tract uses as well as right-of-way. The current proposal shows improvements in existing public park land. Changing traffic patterns along US-24, S. Center St., and Bergstrom Alley will greatly impact the pedestrian experience along the adjacent sidewalks, as well as overall open space and number of trees in the area. The applicant's stated intention is that the loss of public space will be mitigated by the addition of a public plaza on Tract A, however no date has been provided for when this plaza will be constructed.

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

Not applicable. Approved by the City.

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. None of the lots in this subdivision are designated as 'hillside lots'.

ANALYSIS OF FINAL PLAT AND FINDINGS

The final plat shall contain the following information per MC §17.24.080:

§17.24.70 A. Completed plat preparation. *The design should conform to the preliminary plat, if applicable, as conditionally approved, except that the final plat may constitute on that portion of the approved preliminary plat which is proposed for immediate recording.*

Complies. The Final Plat design does conform to the preliminary plat.

17.24.080 Information. *Note: This is lengthy list of technical information required to be contained on the Final Plat and prepared by a licensed professional land surveyor.*

Complies. The applicant has included all required information on the Final Plat and the document is generally acceptable. As of May 2, 2025 several small revisions to the final plat document are still required

17.40.010 - Purpose. *The character and environment of the City of Woodland Park for future years will be greatly affected by the design of subdivisions and the plats that are approved by the City. Planning, layout and design of a subdivision are of the utmost concern. The residents must have available to them within the area, safe and convenient movement to points of destination or collection. Modes of travel to achieve this objective should not conflict with each other or with abutting land uses. Lots and blocks should provide desirable settings for the buildings that are to be constructed, make use of natural contours and protect the view, afford privacy for the residents and protection from adverse noise and vehicular traffic. Natural features and vegetation of the area must be preserved if at all possible. Schools, parks, churches and other community facilities should be planned as an integral part of the area. In order to meet the above objectives, the city encourages innovative subdivision design.*

Complies. This subdivision provides for safe and convenient vehicular and pedestrian movement in compliance with City standards. It is consistent with the approved Plan of Development for the area and will add to the vitality of the downtown.

§17.40.050 – Streets – Frontage. No subdivision shall be approved unless the area to be subdivided shall have a frontage on an existing street shown upon approved by the planning commission and city council and recorded in the county clerk and recorder's office. Wherever an area to be subdivided is to utilize an existing adjacent street, the subdivider shall be required to improve said street to city specifications.

Complies. All proposed lots have sufficient frontage.

§17.40.170 – Easements. Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot lines abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then easement or alley on the rear lot lines in the subdivision shall be at least twenty foot in width. Side lot easements, where necessary shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer or water shall be required with the width to be determined in accordance with the city engineering specifications.

Complies. Proposed easements either meet standards set forth in §17.40.170 or have been determined to be acceptable to the City of Woodland Park and the utility providers. The public utility easement on the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are located outside the land area that is the subject of this subdivision plat. These easements will need to be established and via a separate document and after they are recorded with the Teller County Clerk and Recorder the reception number must be added to the Final Plat.

§17.40.210 – Lots. The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots on compliance with the zoning ordinance and in driveway access to buildings on such lots from an approved street.

Complies. Staff believes that it is possible to build on all three proposed lots in compliance with the zoning ordinance and all lots and buildings can be accessed from an approved street. As noted previously in this report, in addition to the improvements currently required by CDOT, the CDOT access permits will need to be updated when Lots 2 and 3 begin development and that additional access and improvements will likely be required at that time.

§17.40.250 – Land use intensity ratios. Each single family lot resulting from a new subdivision or replat of an existing subdivision shall include a lot coverage standard as permitted in the Table LCS below. Lot coverage is that are of the lot that is covered by a principle building or accessory building. Driveways, decks, and patios are not calculated as part of the lot coverage standard.

Not applicable. Residential uses are not part of this current proposal.

§17.36.020 – Park capital fees or dedication of land. Every major or minor subdivision which is platted for residential use shall pay a park capital fee in the amount established by the city council per resolution for public parks, recreation areas and open space. The city council based upon advisement from the parks and recreation advisory board and subsequent recommendation by the Planning Commission may, at its option subject to policy established by Section 17.36.050 require land dedication on the amount of 0.027 acres per residential unit. In a cluster development, this land shall not count toward the minimum required open space.

Not applicable. Residential uses are not part of this current proposal. Tract A is labeled for use as a 'Future Public Plaza'.

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.

The application was routed with referral requests sent 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.

A copy CDOT's most recent comments dated March 21, 2025 are attached. Comments provided by CORE have been resolved and the resolution is reflected on the proposed preliminary plat amendment plan set and proposed final plat document.

PUBLIC COMMENT

To date, Staff has received only one written public comment on the proposal (copy attached).

PLANNING COMMISSION RECOMMENDATION

Preliminary Plat

The City of Woodland Park Planning Commission held a public hearing on May 8, 2025 and after consideration of the findings described in the staff report and comments made at the public hearing, the Planning Commission recommended that City Council approve the Woodland Station Filing No. 2 Preliminary Plat Amendment No. 1 to plat 6.69 acres into three lots and two tracts subject to the following conditions:

1. Conflicts between easement locations and the final landscaping plan must be reconciled.
2. The project engineer must provide confirmation that the available stormwater system can handle the addition of the turn lane in Highway 24 adjacent to Bergstrom Park.

3. Per the project engineer's May 2024 drainage report, a final drainage report must be submitted for the Final Plat.
4. The project engineer must confirm or provide an update to the construction documents to ensure City utility service lines align with the appropriate Lot.
5. All comments and redlines from City staff and external review agencies must be resolved.
6. Preliminary Plat Amendment drawing set must be finalized and approved with all signatures.

Final Plat

The City of Woodland Park Planning Commission held a public hearing on May 8, 2025 and after consideration of the findings described in the staff report and comments made at the public hearing, the Planning Commission recommended that City Council approve the final plat for Woodland Station Filing No. 2 to plat 6.69 acres into three lots and two tracts with the condition that the final plat may be recorded after:

1. Preliminary Plat Amendment drawing set has been finalized and approved with all signatures.
2. All comments and redlines from City staff and external review agencies regarding the final plat document have been resolved.
3. Final landscaping plan, including an irrigation system, has been approved.
4. Recording reception number for the conveyance of the 15-foot strip of land from Beer Garden Lane Development to Tava House Properties, LLC is added to the final plat.
5. Recording reception number for the establishment of the public utility easement along the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are added to the final plat.
6. Transportation Capital Fee in the amount of \$67,984.00 has been paid.

RECOMMENDATION

Preliminary Plat

Approve the Woodland Station Filing No. 2 Preliminary Plat Amendment No. 1 to plat 6.69± acres into three lots and two tracts subject to the following conditions:

1. Conflicts between easement locations and the final landscaping plan must be reconciled.
2. The project engineer must provide confirmation that the available stormwater system can handle the addition of the turn lane in Highway 24 adjacent to Bergstrom Park.
3. Per the project engineer's May 2024 drainage report, a final drainage report must be submitted for the Final Plat.
4. The project engineer must confirm or provide an update to the construction documents to ensure City utility service lines align with the appropriate Lot.

5. All comments and redlines from City staff and external review agencies must be resolved.
6. Preliminary Plat Amendment drawing set must be finalized and approved with all signatures.

Final Plat

Approve the final plat for Woodland Station Filing No. 2 to plat 6.69± acres into three lots and two tracts with the condition that the final plat may be recorded after:

1. Preliminary Plat Amendment drawing set has been finalized and approved with all signatures.
2. All comments and redlines from City staff and external review agencies regarding the final plat document have been resolved.
3. Final landscaping plan, including an irrigation system, has been approved.
4. Recording reception number for the conveyance of the 15-foot strip of land from Beer Garden Lane Development to the City of Woodland Park for use as right-of-way is added to the final plat.
5. Recording reception number for the establishment of the public utility easement along the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are added to the final plat.
6. Any required Transportation Capital Fee has been paid.

ATTACHMENTS

- A. Planning Commission Draft Minutes – May 8, 2025
- B. Applicant Applications and Narrative
- C. Proposed Woodland Station Filing No. 2 Preliminary Plat Amendment
- D. Proposed Woodland Station Filing No. 2 Final Plat
- E. Proposed Final Landscaping Plan
- F. Recorded Subdivision Development Agreement
- G. CDOT Comments dated March 21, 2025
- H. Weatherford Comment receive via email April 21, 2024



2025 GENERAL APPLICATION

(Revised 1/1/2025)

Project # _____
Case # _____
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 Mark Weaver for Tava House Properties, LLC
- b. Project Coordinator ☐ Property Owner ☒
- c. Mailing Address PO BOX 26, Woodland Park, CO 80866
- d. E-mail Address mark@ascentcommercial.com
- e. Phone Numbers Home _____ Work _____ Mobile 719.337.3137

2. Property Owner Information (if different from above)

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

3. Site Information

- a. Site Address 201 Saddle Club Avenue
- b. Lot ____ Block ____ Subdivision unplatted
- c. Property Zoning CBD Lot Size 6.62 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 Woodland Station Filing No. 2
- b. Brief Description of Project/Request Amendment to preliminary plat to add additional lots within initially proposed infrastructure.

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

b. Engineer

- i. Project Contact David Mijares
- ii. Firm Name Catamount Engineering
- iii. Physical Address 321 W. Henrietta Ave., Ste A, Woodland Park, CO 80863
- iv. Mailing Address PO BOX 221, Woodland Park, CO 80866
- v. E-mail Address david@catamounteng.com
- vi. Phone Numbers: Business _____ Mobile 719.337.8351

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
- iii. Physical Address 1050 Tamarac Parkway, Woodland Park, CO 80863
- iv. Mailing Address PO Box 5101, Woodland Park, CO 80866
- v. E-mail Address eric@rampartls.com
- vi. Phone Numbers: Business _____ Mobile 719.332.3620

e. Other (specify role) _____

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

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

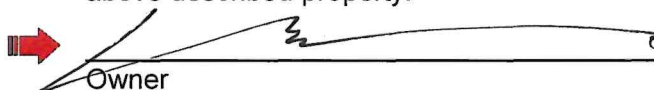
7. Applicable Code Sections

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

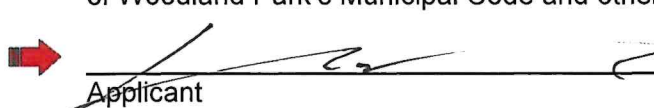
I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.

 _____ Date 3/12/25

 _____ 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.

 _____ Date 3/12/25



2025 GENERAL APPLICATION

(Revised 1/1/2025)

Project # _____

Case # _____

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 David Mijares for Catamount Engineering
- b. Project Coordinator ☒ Property Owner ☐
- c. Mailing Address PO Box 221, Woodland Park, CO 80866
- d. E-mail Address david@catamounteng.com
- e. Phone Numbers Home _____ Work 719.426.2124 Mobile 719.337.8351

2. Property Owner Information (if different from above)

- a. Name Mark Weaver for Tava House Properties Project Contact? Yes ☐ No ☐
- b. Mailing Address PO Box 26, Woodland Park, CO 80866
- c. E-mail Address mark@ascentcommercial.com
- d. Phone Numbers Home _____ Work _____ Mobile 719.337.3137

3. Site Information

- a. Site Address 120 S. Center Street
- b. Lot _____ Block _____ Subdivision unplatted
- c. Property Zoning CBD Lot Size 6.63 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 Woodland Station Filing No. 2
- b. Brief Description of Project/Request Platting of lot, tracts, and ROW within the Woodland Station development, conforming with preliminary plat.

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

b. Engineer

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

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
- iii. Physical Address 1050 Tamarac Pkwy, Woodland Park, CO 80863
- iv. Mailing Address _____
- v. E-mail Address eric@rampartls.com
- vi. Phone Numbers: Business 719.687.0920 Mobile _____

e. Other (specify role) _____

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

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.

➡  _____ Date 1/23/25

➡ _____
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.

➡  _____ Date 1.23.25

Applicant _____ Date _____

City Use Only

1. Submission _____, 20____, taken by _____
Fee Received _____, 20____, taken by _____
2. Application is deemed complete – OR – deemed incomplete and returned to applicant to complete on ____/____/____.
3. Public Hearing Notice
Published _____, 20____
Posted _____, 20____
Adjacent Property Notification _____, 20____.
4. Planning Commission Public Hearing _____, 20____.
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

TAVA House

Woodland Park

Preliminary Plat Application Amendment #1

Restaurant Facility Narrative Description



Prepared By:

Tava House Properties, LLC (Property Owner, Applicant and Developer)

ESSENTIAL INFORMATION

Subject Property:

Address: 201 Saddle Club Avenue, Woodland Park, CO 80863

Legal: Approximately 6.63 acres described as 24-12-69 PT E2 AS DESC AT 632409 EXC
WOODLAND STATION 1, TELLER COUNTY, COLORADO

Property Owner:

Tava House Properties, LLC
45 Leisure Lane
Woodland Park, CO 80863
719-337-3137

Developer:

Tava House Properties, LLC
45 Leisure Lane
Woodland Park, CO 80863
719-337-3137

Architect:

Echo Architecture
2752 W Colorado Ave
Colorado Springs, CO 80904
719-387-7836

Civil Engineer:

Catamount Engineering
321 W. Henrietta Ave Suite A
Woodland Park, CO 80863
(719) 630-7342

Surveyor:

Rampart Surveys
1050 Tamarac Parkway
Woodland Park, CO 80863
719-687-0920

Traffic Engineer:

LSC Transportation Consultants
2504 East Pikes Peak Avenue, Suite 304
Colorado Springs, CO 80909
(719) 633-2868

Executive Summary:

The Subject Property is approximately 6.62 acres of vacant land that is generally bounded to the north by US Hwy 24, to the east by Park Street, to the south by the Ute Chief Mobile Home Park and to the west by Vectra Bank. Elevation for the Development is approximately 8,500 feet and access is via city streets Center Street and Saddle Club Avenue. It is currently Zoned Central Business District and is a part of the Woodland Station Overlay Zone as well as within the Downtown Development Authority District. The Subject Property is immediately adjacent to City of Woodland Park water and sewer service, as well as access to CORE Electric service and Black Hills natural gas service.

Tava House Properties is proceeding with their agreed upon Woodland Station Plan of Development which will require the platting of the Phase I portion. The Preliminary Plat was approved, with conditions, back in June 2024. With this March 2025 modification, we are addressing all those conditions and accounting for:

- For several months now, Developer has proceeded to install infrastructure for the public improvements, as well as vertical construction of the Tava House Restaurant, and as such, Developer is ahead of schedule for Woodland Station the Plan of Development. The committed public improvements complete infrastructure requirements for the Phases 1 through 3 of the Plan of Development.
- Therefore, Developer desires to delineate 3 lots and a Tract A for the approximately 2 acres of the commercial portion of the overall Woodland Station Development.
- This enables Developer to obtain releases for the Performance Deed of Trust on these parcels and to proceed more quickly with build out for the commercial portion.

Since the development is already under construction and the Financial Assurances for the infrastructure have been posted, this Preliminary Plat meets requirements that are in place for Phases 1-3, resulting in the proposed commercial interior lots are then eligible for Platting. These pad-ready lots will still be subject to the City entitlement and approval processes going forward.

This is a very good thing for the overall development and provides Developer with the ability to respond more quickly to market demands and forces that will ensure the viability of the overall Woodland Station project.

VICINITY MAP



Existing and Proposed Facilities & Structures:

Existing site characteristics: Vacant parcel, gently sloping to the south.

Proposed Streets: Extension of Saddle Club Avenue to the west to the City of Woodland Park parcel. A “loop road” and parking around the Phase I to the west.

Proposed Infrastructures and Utilities: Along and to the south and west of Phases 1-3.

KELLY RD.

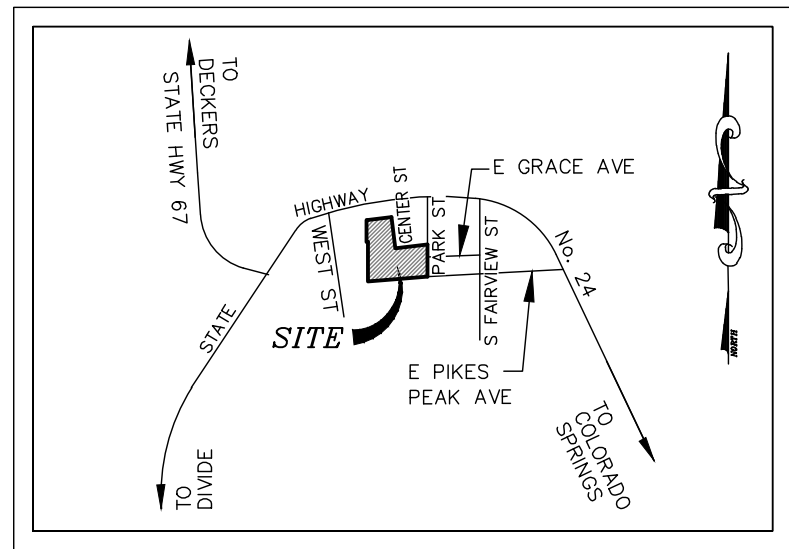
HWY 67

RAMPART RANGE RD.

HWY 24

SITE

WOODLAND STATION FILING NO. 2
PRELIMINARY PLAT AMENDMENT NO. 1
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

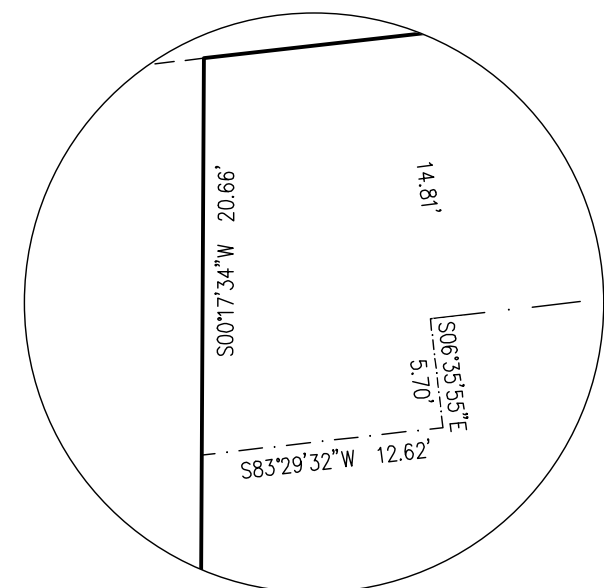


VICINITY MAP
SCALE: 1" = 2000'

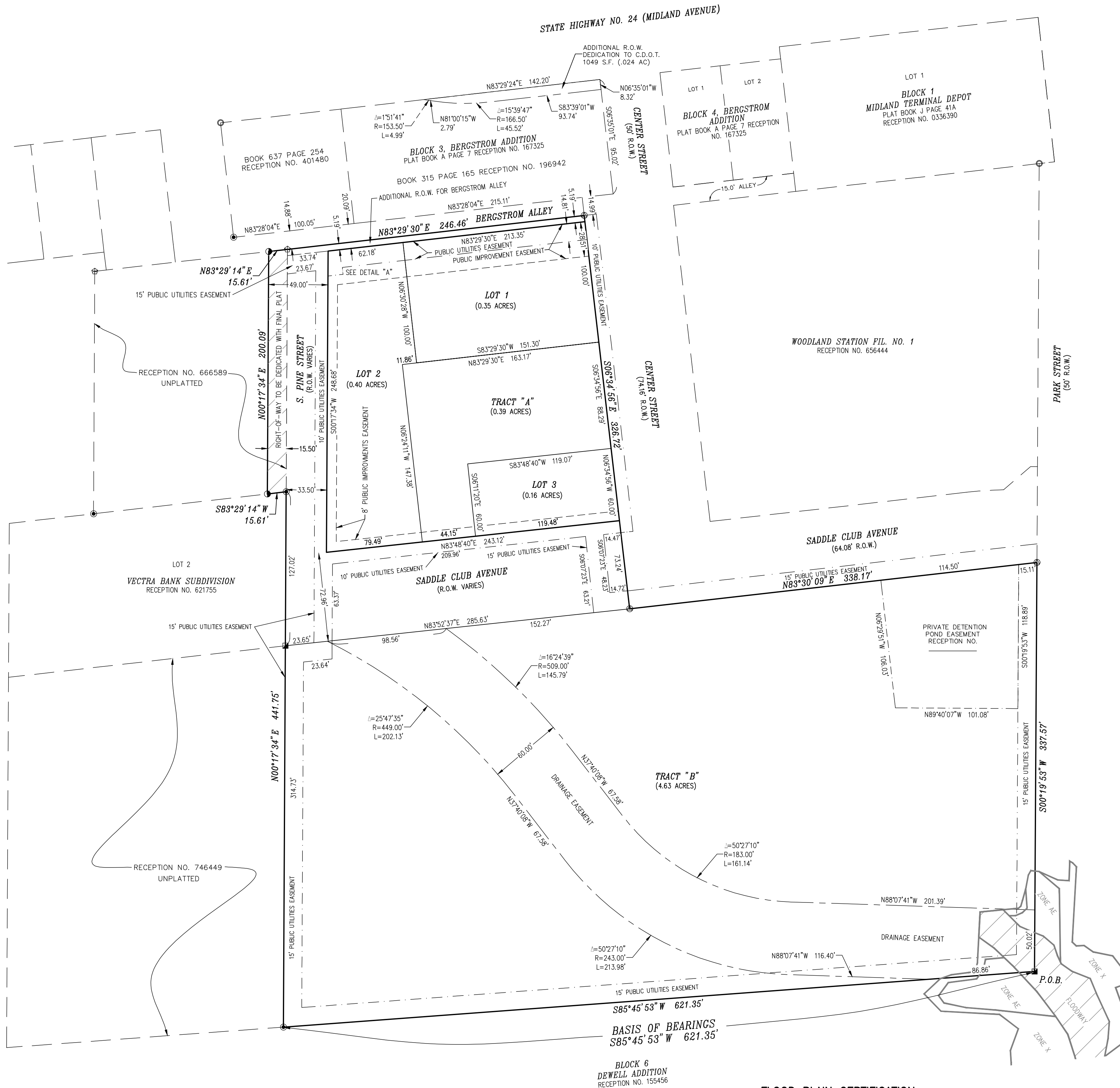
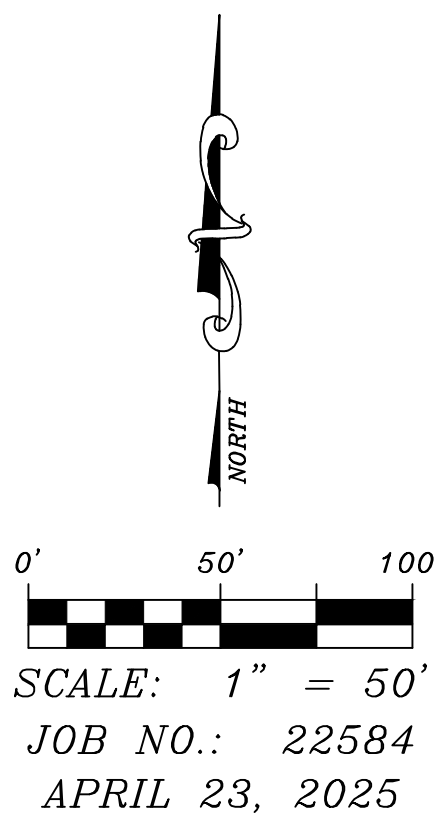
CITY COMMENTS

LEGEND:

- SET 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART PLS 38560"
- FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965"
- FOUND MAG NAIL AND WASHER STAMPED "RAMPART PLS 26965"
- ⊙ FOUND REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS 34977"
- FOUND 1/2" REBAR (NO CAP)
- ⊕ FOUND REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842"
- DRAINAGE EASEMENT
- DETENTION POND EASEMENT
- PUBLIC IMPROVEMENTS EASEMENT
- PUBLIC UTILITIES EASEMENT
- ADJACENT PROPERTY LINES



DETAIL "A"
SCALE: 1"=10'



FLOOD PLAIN CERTIFICATION:

ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 08119C0206D (EFFECTIVE DATE SEPTEMBER 25, 2009), REVISED TO REFLECT LOMR EFFECTIVE; MARCH 11, 2010, THE MAJORITY OF THE DESCRIBED AREA IS LOCATED WITHIN ZONE X; AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. A SMALL PORTION OF TRACT A IS IN A SPECIAL FLOOD HAZARD AREA, AN AREA OF 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 WITH FLOOD DISCHARGE CONTAINED IN STRUCTURE.

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE SUBJECT PROPERTY AND THAT THE UNDERSIGNED SHALL ABIDE BY THE PROVISION AS SPECIFIED UPON THIS PRELIMINARY PLAT AS PRESENTED AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK CITY COUNCIL IN RENDERING ITS APPROVAL.

MARK WEAVER, MEMBER
TAVA HOUSE PROPERTIES, LLC

DATE

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 _____, 2025, AFTER A PROPERLY CONDUCTED PUBLIC HEARING HELD ON _____, 2025.

CITY PLANNER, CITY OF WOODLAND PARK

DATE

SUBDIVIDER

MARK WEAVER
TAVA HOUSE PROPERTIES, LLC
750 E. HWY 24, STE. 202D
WOODLAND PARK, CO 80863
(719) 266-2324

OWNER

TAVA HOUSE PROPERTIES, LLC
P.O. BOX 5044
WOODLAND PARK, CO 80863
(719) 687-0800

SURVEYOR

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

DESIGNER

DAVID MUARES
CATAMOUNT ENGINEERING
P.O. BOX 221
WOODLAND PARK, CO 80863
(719) 426-2124

LEGEND - LOTS

LOT	LAND USE	GROSS ACREAGE OF TRACT
1	COMMERCIAL	0.35
2	COMMERCIAL	0.40
3	COMMERCIAL	0.16

LEGEND - TRACTS

TRACT	LAND USE	GROSS ACREAGE OF TRACT	OWNERSHIP & MAINTENANCE
A	FUTURE DEVELOPMENT	0.39	TAVA HOUSE, PROPERTIES LLC
B	FUTURE DEVELOPMENT	4.63	TAVA HOUSE, PROPERTIES LLC

EASEMENT MAINTENANCE

EASEMENT	MAINTAINING PARTY	PROPERTY OWNER
PUBLIC UTILITIES EASEMENT	TAVA HOUSE PROPERTIES, LLC	TAVA HOUSE PROPERTIES, LLC
DRAINAGE EASEMENT	CITY OF WOODLAND PARK	TAVA HOUSE PROPERTIES, LLC
PUBLIC IMPROVEMENTS EASEMENT	TAVA HOUSE PROPERTIES, LLC	TAVA HOUSE PROPERTIES, LLC
PRIVATE DETENTION POND EASEMENT	TAVA HOUSE PROPERTIES, LLC	TAVA HOUSE PROPERTIES, LLC

AREA SUMMARY:

TOTAL AREA OF PROJECT = 6.69 ACRES
TOTAL AREA OF LOTS = 0.91 ACRES
TOTAL AREA OF TRACTS = 5.02 ACRES
TOTAL AREA OF R.O.W. = 0.76 ACRES

EASEMENT NOTES:

- PUBLIC IMPROVEMENT EASEMENTS ARE FOR INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS.
- DRAINAGE EASEMENT IS FOR ACCESS AND MAINTENANCE OF EXISTING CHANNEL IMPROVEMENTS.
- PRIVATE DETENTION POND EASEMENT RIGHTS AND USAGE TO BE DEFINED IN ASSOCIATED PRIVATE DETENTION POND AGREEMENT WITH THE CITY OF WOODLAND PARK.

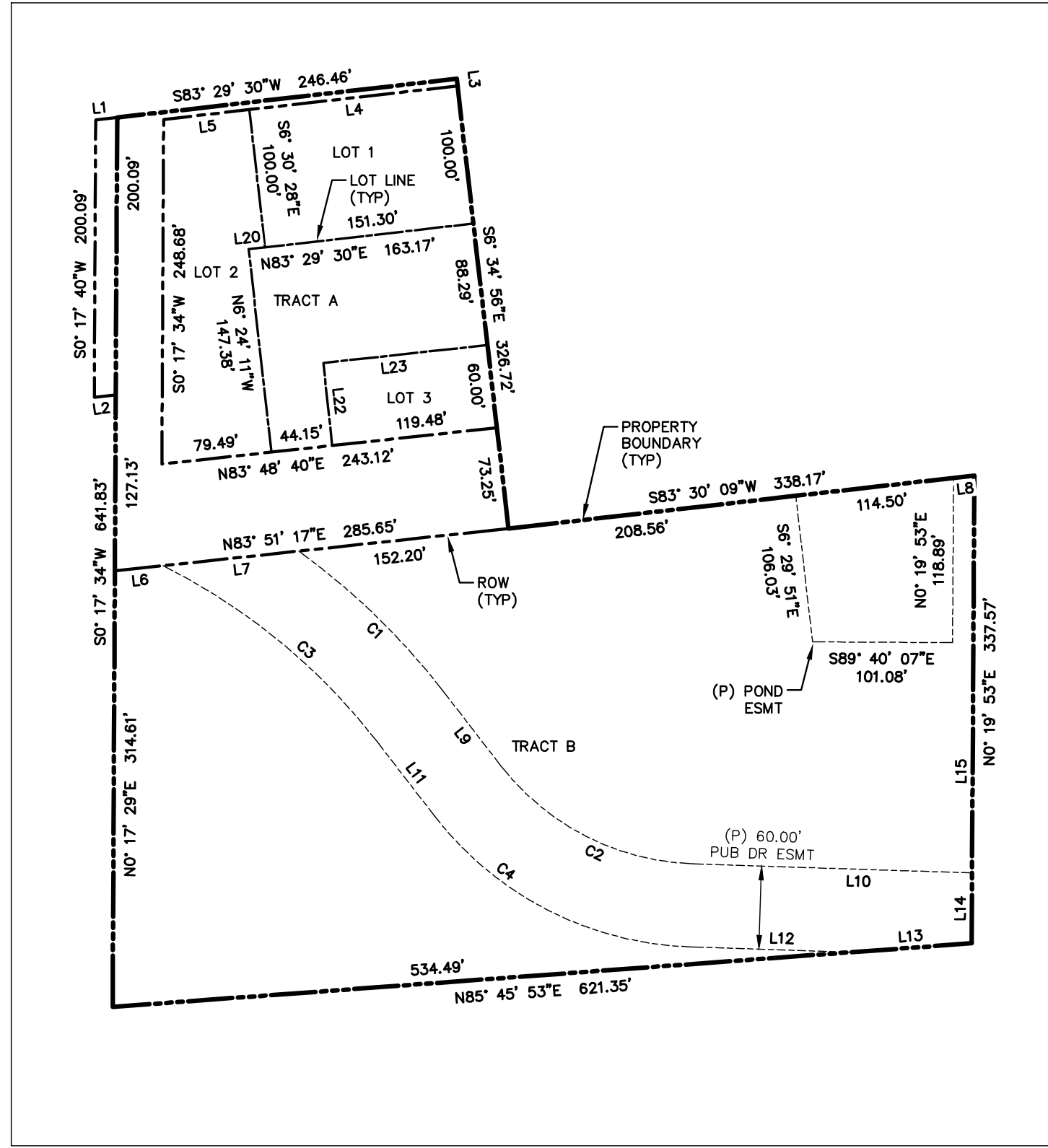
WOODLAND STATION FILING NO. 2 PRELIMINARY PLAT AMENDMENT NO. 1
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

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

DRAWING: 22584 PP.DWG

PAGE 2 OF 5



PROPERTY BOUNDARY DETAIL
SCALE: 1" = 100'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S83° 29' 30"W	15.61
L2	N83° 29' 14"E	15.62
L3	S6° 34' 56"E	5.19
L4	S83° 29' 30"W	151.17
L5	S83° 29' 30"W	62.18
L6	S83° 51' 17"W	34.97
L7	N83° 51' 17"E	98.48
L8	S83° 30' 09"W	15.11
L9	N37° 40' 08"W	67.58
L10	N88° 07' 41"W	201.39
L11	N37° 40' 08"W	67.58
L12	N88° 07' 41"W	116.40
L13	S85° 45' 53"W	86.86
L14	N0° 19' 53"E	50.78
L15	N0° 19' 53"E	286.80
L20	N83° 29' 30"E	11.86
L22	S6° 11' 20"E	60.00

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°24'03"	509.00	145.70
C2	50°27'10"	183.00	161.14
C3	25°46'12"	449.00	201.95
C4	50°27'10"	243.00	213.98

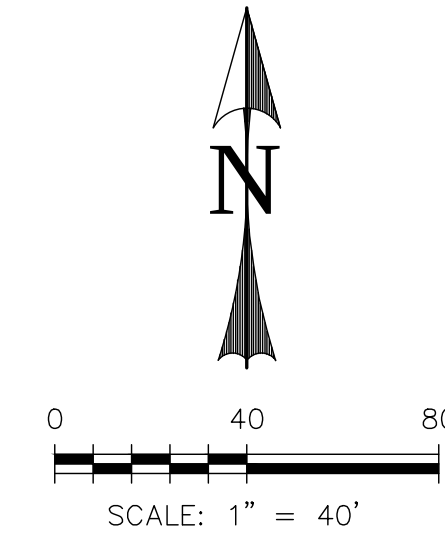
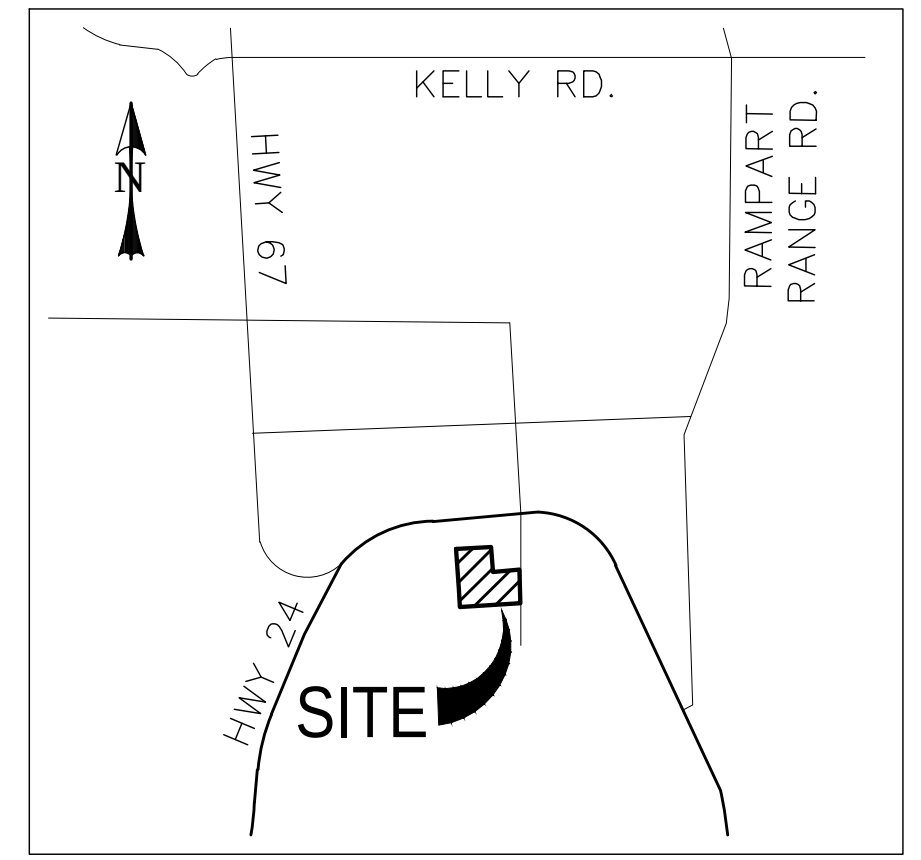
LEGEND

EXISTING	(E)
PROPOSED	(P)
CURB AND GUTTER	C&G
EASEMENT	ESMT
DRAINAGE	DR
PUBLIC IMPROVEMENT	PI
PUBLIC	PUB
PRIVATE	PVT
UNDERGROUND	UG
UTILITY	UT
SANITARY	SAN
SEWER	SWR
WATER	WTR
(P) PARKING STALLS	(P)
BOUNDARY	---
RIGHT-OF-WAY	---
LOT LINE	---
EASEMENT	---
(E) UG ELECTRIC	---
(E) GAS MAIN	---
(E) FIBER OPTIC	---
(E) UG TELEPHONE	---
FLOODWAY	---
FLOODPLAIN BOUNDARY - ZONE: AE	---
FLOODPLAIN BOUNDARY - ZONE: X	---
(E) STORM SEWER, INLET, MH	---
(E) SANITARY MAIN, MH	---
(E) WATER MAIN, VALVE, FH	---
(P) SANITARY MAIN, MH	---
(P) STORM SEWER, INLET, MH	---
(P) WATER MAIN, VALVE, FH	---
TRAIL CORRIDOR	---



LINE TABLE		
LINE	BEARING	DISTANCE
L16	S83° 29' 24"W	146.22
L17	N81° 00' 15"W	2.79
L18	S83° 39' 01"W	93.74
L19	N6° 35' 01"W	8.32

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C5	1°51'41"	153.50	4.99
C6	15°39'47"	166.50	45.52



SHEET INDEX:

COVER SHEET	1 OF 5
PRELIMINARY PLAT	2 OF 5
SITE PLAN	3 OF 5
PRELIMINARY GRADING PLAN	4 OF 5
DETAIL SHEET	5 OF 5

(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER/S OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED AFTER A PROPERLY CONDUCTED ADMINISTRATIVE REVIEW, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN.

DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

811 Know what's below.
Call 72 hours before you dig.
For more details visit:
www.call811.com

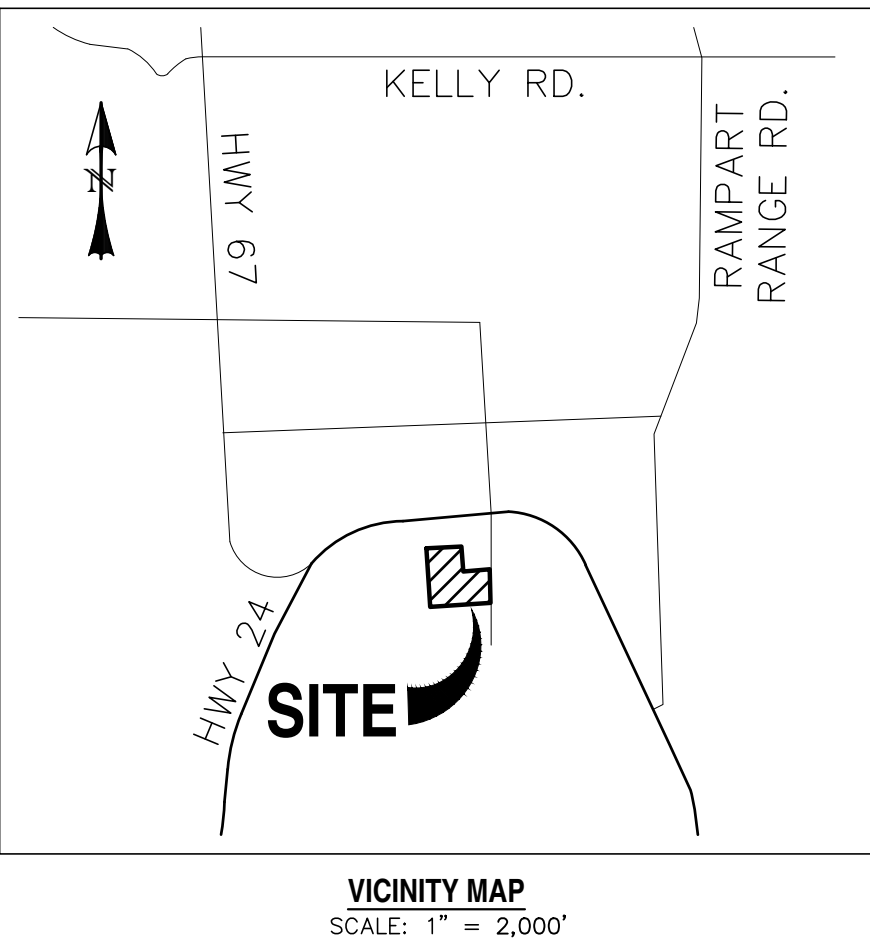
PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR CONSTRUCTION

CATAMOUNT ENGINEERING
321 W. HENRIETTA AVE
WOODLAND PARK, CO 80866
PO BOX 221 (719)428-2124

WOODLAND STATION
FILING NO. 2
PRELIMINARY PLAT (SITE PLAN)
AMENDMENT NO. 1

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 40'	DATE:	04/22/2025
JOB NUMBER	22-361	SHEET	3 OF 5



(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER/S OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

APPROVAL CONDITIONS & RESTRICTIONS

DESIGNED BY:	DLM	DRAWN BY:	MGP
SCALE:	1" = 40'	DATE:	04/22/2025
JOB NUMBER	SHEET		
22-361	4 OF 5		

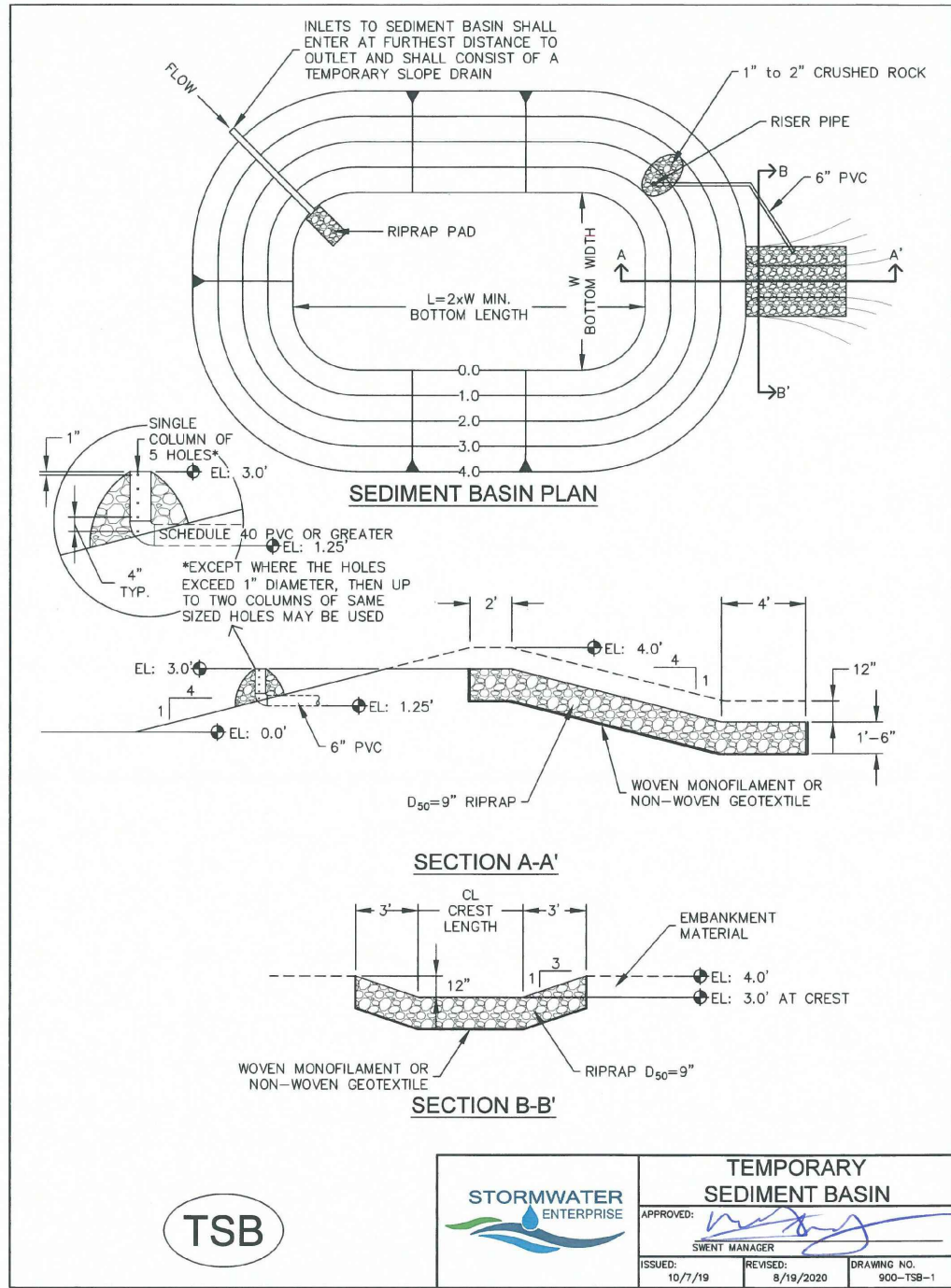


TABLE SB-1, SIZING INFORMATION FOR STANDARD SEDIMENT BASIN			
UPSTREAM DRAINAGE AREA (ROUNDED TO NEAREST ACRE), (AC)	BASIN BOTTOM WIDTH (W), (FT)	SPILLWAY CREST LENGTH (CL), (FT)	HOLE DIAMETER (HD), (IN)
2	21	4	18
3	24	5	21
4	27	6	24
5	30	7	27
6	33	8	30
7	36	9	33
8	39	10	36
9	42	11	39
10	45	12	42
11	48	13	45
12	51	14	48
13	54	15	51
14	57	16	54
15	60	17	57
16	63	18	60
17	66	19	63
18	69	20	66
19	72	21	69
20	75	22	72
21	78	23	75
22	81	24	78
23	84	25	81
24	87	26	84
25	90	27	87
26	93	28	90
27	96	29	93
28	99	30	96
29	102	31	99
30	105	32	102
31	108	33	105
32	111	34	108
33	114	35	111
34	117	36	114
35	120	37	117
36	123	38	120
37	126	39	123
38	129	40	126
39	132	41	129
40	135	42	132
41	138	43	135
42	141	44	138
43	144	45	141
44	147	46	144
45	150	47	147
46	153	48	150
47	156	49	153
48	159	50	156
49	162	51	159
50	165	52	162
51	168	53	165
52	171	54	168
53	174	55	171
54	177	56	174
55	180	57	177
56	183	58	180
57	186	59	183
58	189	60	186
59	192	61	189
60	195	62	192
61	198	63	195
62	201	64	198
63	204	65	201
64	207	66	204
65	210	67	207
66	213	68	210
67	216	69	213
68	219	70	216
69	222	71	219
70	225	72	222
71	228	73	225
72	231	74	228
73	234	75	231
74	237	76	234
75	240	77	237
76	243	78	240
77	246	79	243
78	249	80	246
79	252	81	249
80	255	82	252
81	258	83	255
82	261	84	258
83	264	85	261
84	267	86	264
85	270	87	267
86	273	88	270
87	276	89	273
88	279	90	276
89	282	91	279
90	285	92	282
91	288	93	285
92	291	94	288
93	294	95	291
94	297	96	294
95	300	97	297
96	303	98	300
97	306	99	303
98	309	100	306
99	312	101	309
100	315	102	312

INSTALLATION NOTES

1. FOR STANDARD BASIN, BOTTOM DIMENSION MAY BE MODIFIED AS LONG AS BOTTOM AREA IS NOT REDUCED.

2. EMBANKMENT MATERIAL SHALL CONSIST OF SOIL FREE OF DEBRIS, ORGANIC MATERIAL, AND ROCKS OR CONCRETE GREATER THAN 3 INCHES, AND SHALL HAVE A MINIMUM OF 15 PERCENT BY WEIGHT PASSING THE NO. 200 SIEVE.

3. EMBANKMENT MATERIAL SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-698.

4. PIPE SCHEDULE 40 OR GREATER SHALL BE USED.

5. THE DETAILS SHOWN ON THESE SHEETS PERTAIN TO STANDARD SEDIMENT BASINS FOR DRAINAGE AREAS LESS THAN 15 ACRES. SEE CONSTRUCTION DRAWINGS FOR EMBANKMENT, STORAGE VOLUME, SPILLWAY, OUTLET, AND OUTLET PROTECTION DETAILS FOR ANY SEDIMENT BASIN(S) THAT HAVE BEEN INDIVIDUALLY DESIGNED FOR DRAINAGE AREAS LARGER THAN 15 ACRES. DESIGN CALCULATIONS MUST BE APPROVED PRIOR TO IMPLEMENTATION.

MAINTENANCE NOTES

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

2. SEDIMENT ACCUMULATED IN BASIN SHALL BE REMOVED AS NEEDED TO MAINTAIN CONTROL MEASURE EFFECTIVENESS. TYPICALLY WHEN SEDIMENT DEPTH REACHES ONE FOOT (I.E. TWO FEET BELOW SPILLWAY CREST).

3. SEDIMENT BASINS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED.

4. PERMANENTLY STABILIZE AREA AFTER SEDIMENT BASIN REMOVAL.

TSB

STORMWATER INTERVENTION

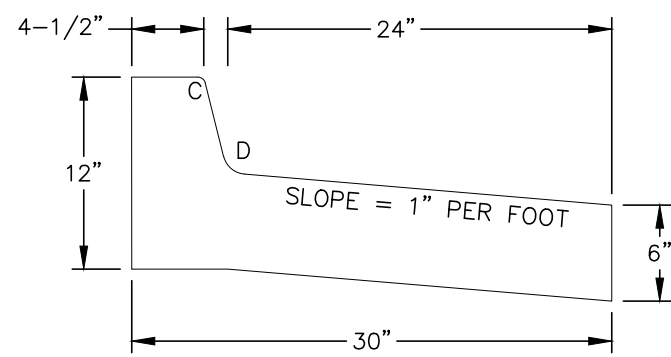
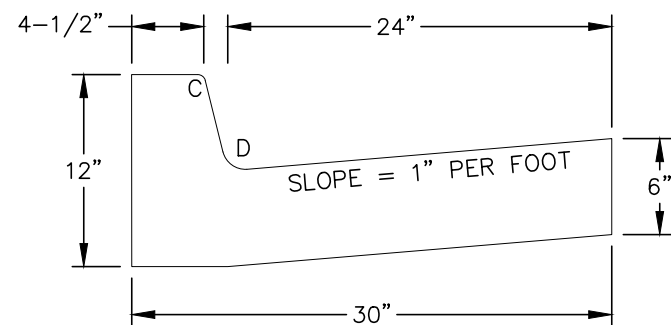
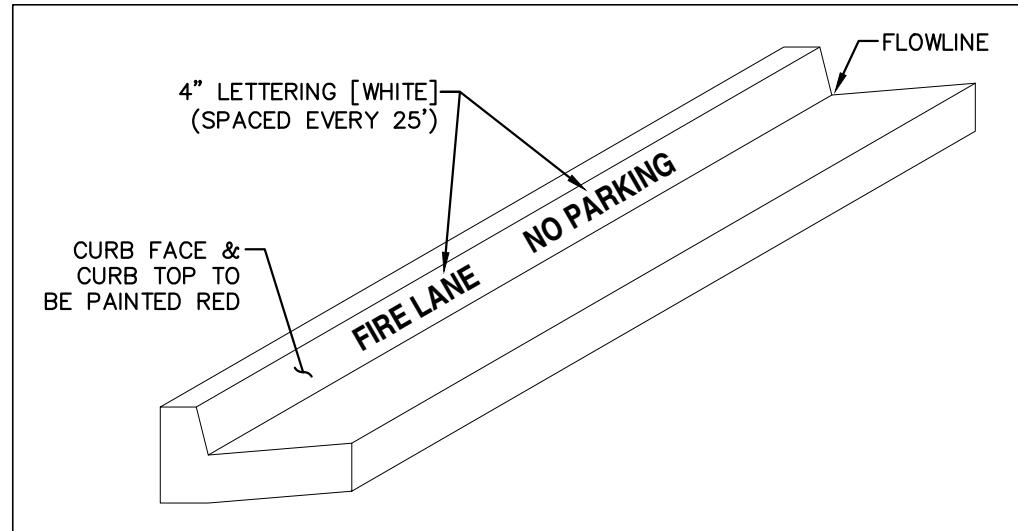
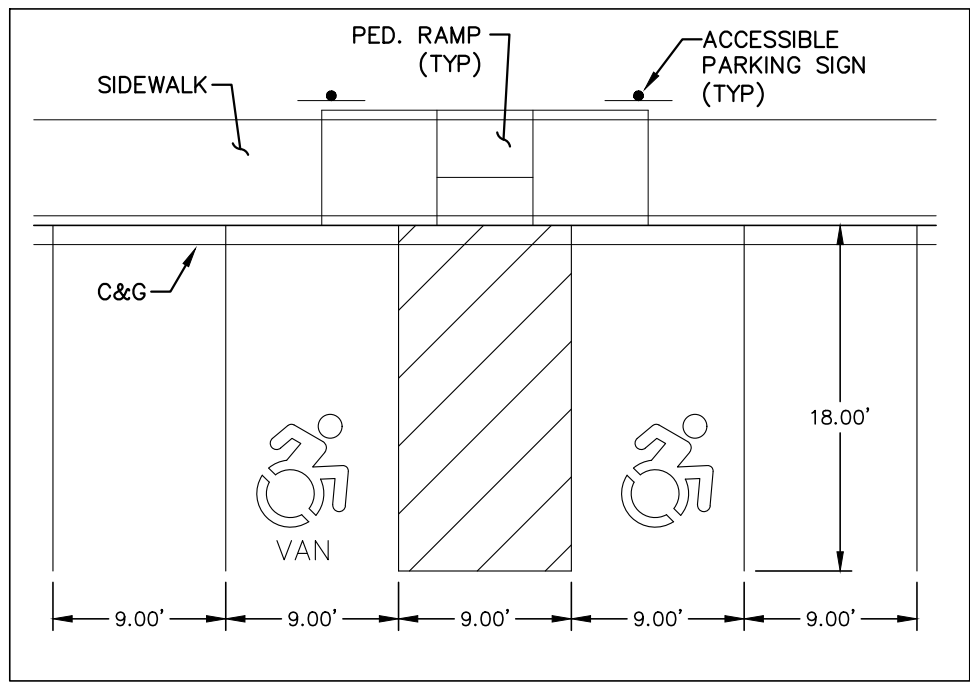
TEMPORARY SEDIMENT BASIN

DESIGNED BY: [Signature]

DATE: 10/7/24

REVISION: 0/0/0000

DRAWING NO: 800-189-1

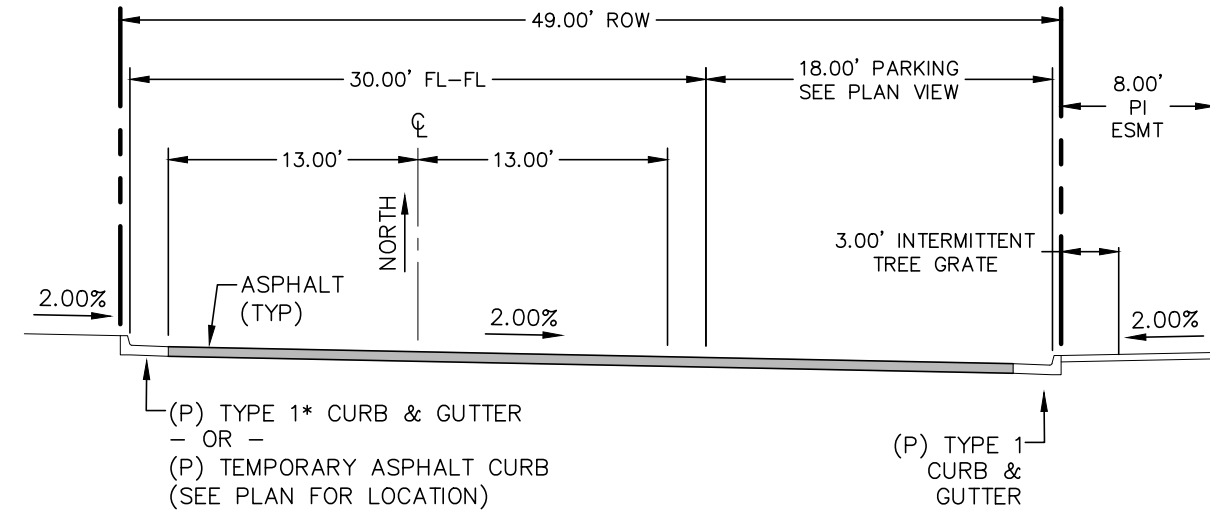
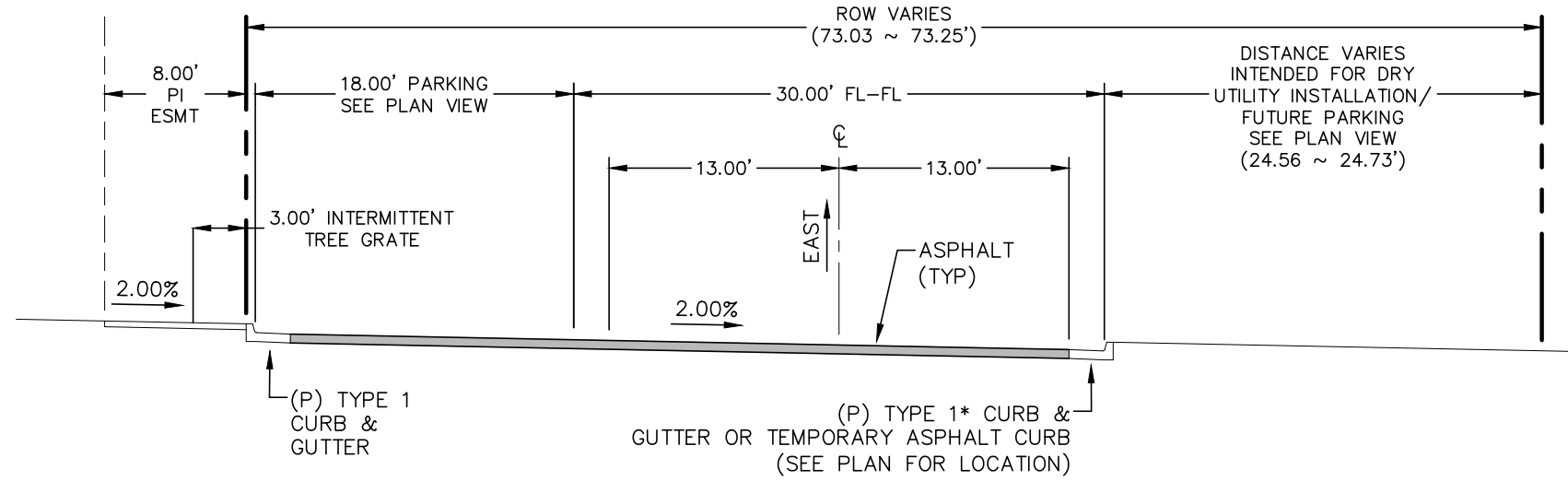
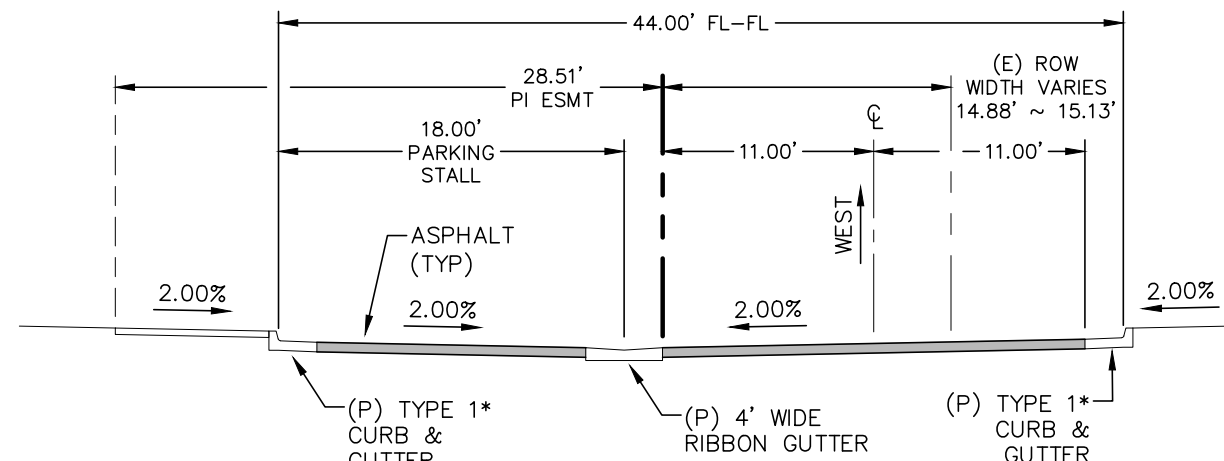
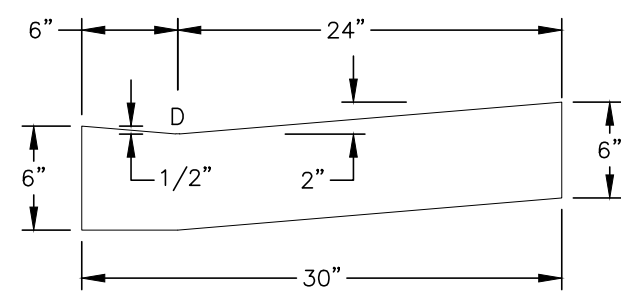


RADII LEGEND:

A = 1/4"

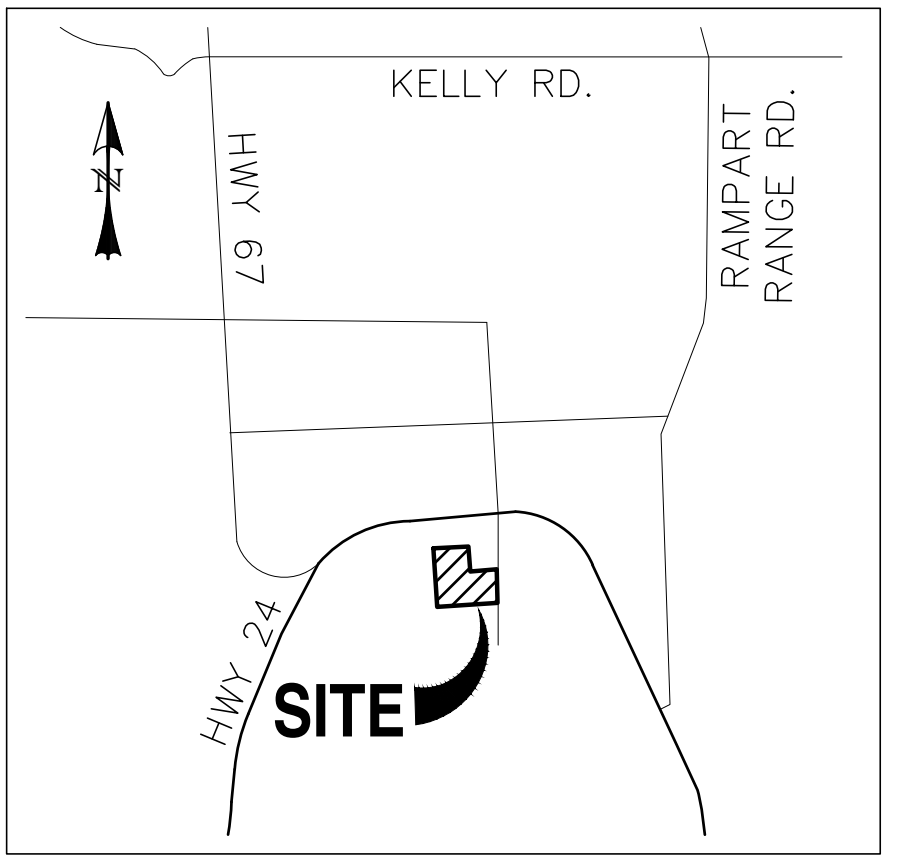
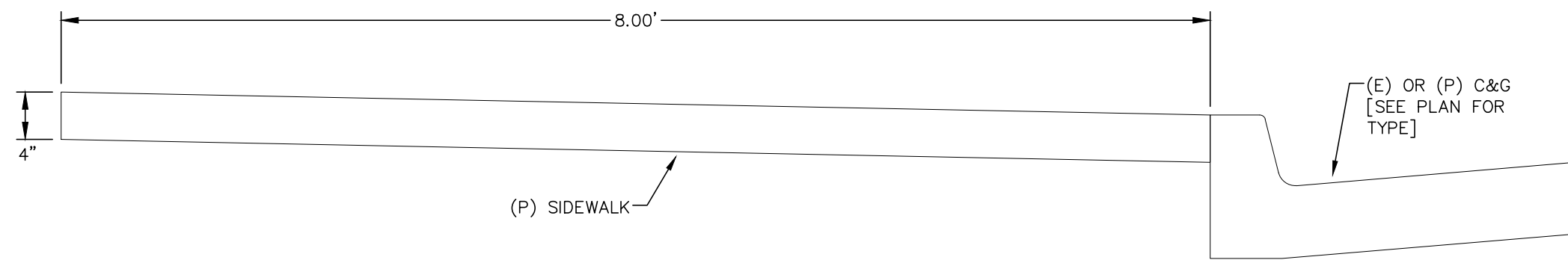
C = 1-1/2"

D = 2"



TEMPORARY ASPHALT CURB:

TEMPORARY ASPHALT CURB TO BE THE MAINTENANCE RESPONSIBILITY OF THE DEVELOPER AND NOT THE CITY OF WOODLAND PARK. TEMPORARY ASPHALT CURB TO BE REPLACED WITH CITY OF WOODLAND PARK STANDARD CURB AND GUTTER WITH ADJACENT DEVELOPMENT.



SHEET INDEX:

COVER SHEET	1 OF 5
PRELIMINARY PLAT	2 OF 5
SITE PLAN	3 OF 5
PRELIMINARY GRADING PLAN	4 OF 5
DETAIL SHEET	5 OF 5

(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER/S OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED AFTER A PROPERLY CONDUCTED ADMINISTRATIVE REVIEW, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN.

DATE _____ CITY PLANNER
CITY OF WOODLAND PARK

APPROVAL CONDITIONS & RESTRICTIONS

REV.	DESCRIPTION	DATE

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PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
45 LEISURE LANE
WOODLAND PARK, CO 80863

NOT FOR
CONSTRUCTION

**CATAMOUNT
ENGINEERING**
321 W. HENRIETTA AVE WOODLAND PARK, CO 80866
PO BOX 221 (719)428-2124

WOODLAND STATION FILING NO. 2
PRELIMINARY PLAT AMENDMENT NO. 1
DETAIL SHEET

DRAWN BY:	MGP
SCALE:	NTS
DATE:	04/22/2025
JOB NUMBER	22-365
SHEET	5 OF 5

WOODLAND STATION FILING NO. 2
LOCATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, T.12S., R.69W.
OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT TAVA HOUSE PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY, DEREK WAGGONER, MEMBER, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT:

THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 758489 AND A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 666589 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND SITUATED IN THE EAST ONE-HALF (E1/2) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE SOUTHWEST CORNER OF SAID RECEPTION NO. 758489 OF SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" BEARS S85°45'53"W, A DISTANCE OF 621.35 FEET AND IS THE BASIS OF BEARINGS USED HEREIN; THENCE S85°45'53"W ALONG THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 621.35 FEET; THENCE N00°17'34"E, A DISTANCE OF 441.75 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 666589 OF SAID COUNTY RECORDS; THENCE S83°29'14"W ALONG THE SOUTH LINE OF SAID RECEPTION NO. 666589, A DISTANCE OF 15.61 FEET; THENCE N00°17'34"E, A DISTANCE OF 200.09 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT OF WAY; THENCE N83°29'14"E ALONG SAID SOUTH BOUNDARY LINE, A DISTANCE OF 15.61 FEET; THENCE N83°29'30"E CONTINUING ALONG THE SOUTH LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT OF WAY, A DISTANCE OF 246.46 FEET TO THE NORTHWESTERLY CORNER OF CENTER STREET AS SHOWN ON THE PLAT OF WOODLAND STATION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 656444 OF SAID COUNTY RECORDS; THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID WOODLAND STATION FILING NO. 1 THE FOLLOWING TWO (2) COURSES:

- 1.) THENCE S06°34'56"E, A DISTANCE OF 326.72 FEET;
- 2.) THENCE N83°30'09"E, A DISTANCE OF 338.17 FEET TO THE SOUTHEAST CORNER OF SAID WOODLAND STATION FILING NO. 1, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK STREET, THENCE S00°19'53"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.57 FEET TO THE POINT OF BEGINNING.

DEDICATION:

THE UNDERSIGNED OWNER HAS CAUSED SAID TRACT TO BE PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY GRANT UNTO THE CITY OF WOODLAND PARK THOSE EASEMENTS, RIGHTS-OF-WAY AND AREAS FOR PUBLIC USE SHOWN ON THE PLAT. THE SOLE RIGHT AND AUTHORITY TO RELEASE OR CONVEY ALL OR ANY SUCH EASEMENTS, RIGHTS-OF-WAY AND AREAS FOR PUBLIC USE SHALL REMAIN EXCLUSIVELY VESTED IN THE CITY OF WOODLAND PARK. ALL STREETS ARE HEREBY DEDICATED TO THE CITY OF WOODLAND PARK FOR PUBLIC USE. ALL EASEMENTS SHALL RETAIN THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS. NO PERMANENT STRUCTURES EXCEPT FENCING UPON CITY APPROVAL SHALL BE ALLOWED ON ANY EASEMENT. THIS TRACT OF LAND AS HEREBY PLATTED SHALL BE KNOWN AS "WOODLAND STATION FILING NO. 2", IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO.

WITNESS MY HAND THIS ____ DAY OF _____, 2025.

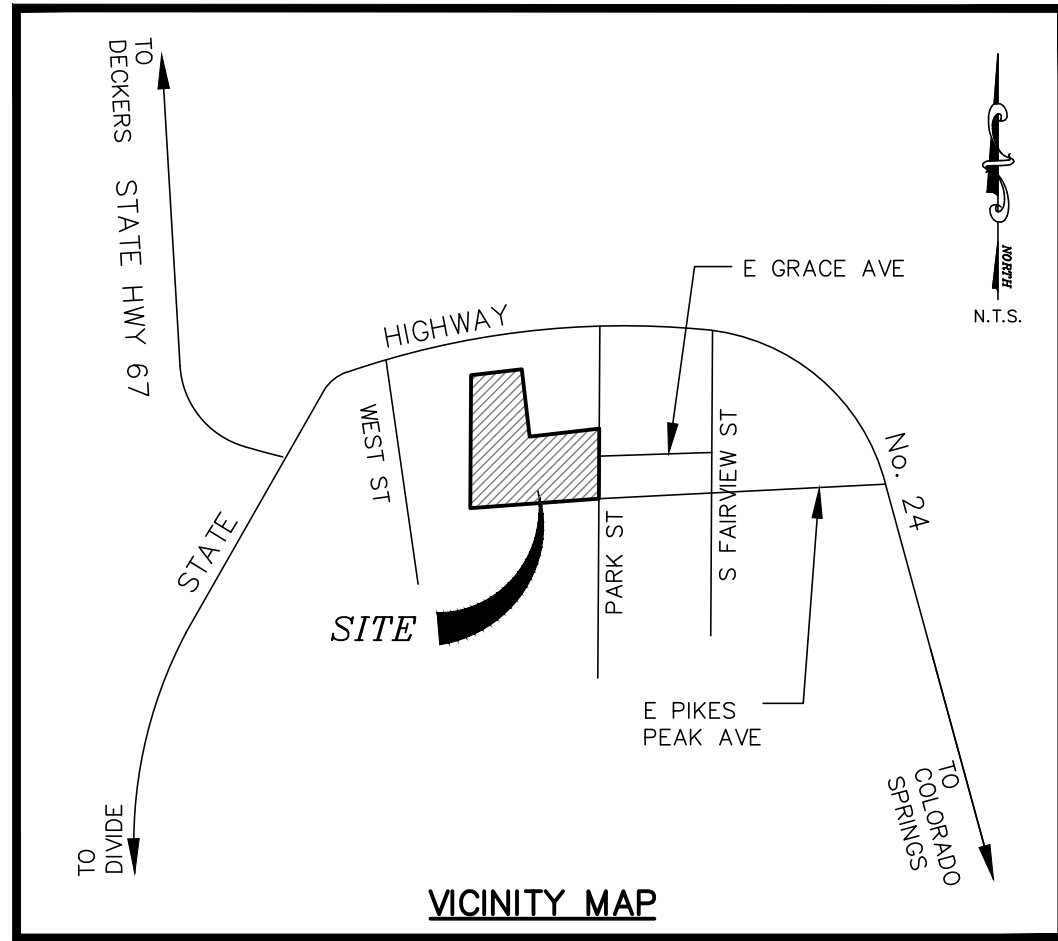
MARK WEAVER, MEMBER, TAVA HOUSE PROPERTIES, LLC

STATE OF COLORADO)
COUNTY OF TELLER) ss

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



APPROVAL BY THE PLANNING COMMISSION:

APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF WOODLAND PARK, COLORADO THIS ____ DAY OF _____, 2025, A.D.

CHAIRMAN

ATTEST: _____
RECORDING SECRETARY PLANNING COMMISSION

APPROVAL BY THE CITY COUNCIL:

THIS PLAT AND THE DEDICATION TO THE PUBLIC OF THE STREETS AND PUBLIC WAYS SHOWN HEREON, AND THE PUBLIC UTILITY EASEMENTS AS SHOWN ARE HEREBY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, THIS ____ DAY OF _____, 2025, A.D.

MAYOR ATTEST: _____
CITY CLERK

COUNTY TREASURER:

ALL TAXES ASSESSED AND DUE ON THE PROPERTY DESCRIBED ABOVE HAVE BEEN PAID IN FULL.
SIGNED THIS ____ DAY OF _____, 2025, A.D.

TELLER COUNTY TREASURER

RECORDING:

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ____ M., THIS ____ DAY OF _____, 2025, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF TELLER COUNTY, COLORADO.

SEE: _____

BY: _____
TELLER COUNTY CLERK AND RECORDER

NOTES:

1.) ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF S85°45'53"W, A DISTANCE OF 621.35' FEET BETWEEN THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP) AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 758489, SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965".

2.) NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITHIN THIS PLAT UNTIL ALL REQUIRED FEES HAVE BEEN PAID AND ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN INSTALLED AS SPECIFIED BY THE CITY OF WOODLAND PARK OR ALTERNATIVELY, UNTIL ACCEPTABLE ASSURANCES GUARANTEEING THE PAYMENT OF THE FEES AND THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN PLACED ON FILE WITH THE CITY OF WOODLAND PARK. ALL EXPENSES INVOLVED IN NECESSARY IMPROVEMENTS TO THE WATER SYSTEM, SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, DRAINAGE SYSTEM AND STREET SYSTEM SHALL BE FINANCED BY THE SUBDIVIDER, NOT THE CITY. THE APPROVAL OF THIS PLAT MAY BE WITHDRAWN IF ALL CONDITIONS OF APPROVAL ARE NOT MET.

3.) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY RAMPART SURVEYS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. FOR EASEMENTS OF RECORD SHOWN HEREON RAMPART SURVEYS RELIED UPON A TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 720-FO2998-25 AMENDMENT 1 (DATE OF COMMITMENT: JANUARY 9, 2025 AT 8:00 A.M.) AS PROVIDED TO RAMPART SURVEYS BY THE CLIENT. NO OTHER EASEMENTS OF RECORD ARE SHOWN EXCEPT AS FOUND THEREIN. THE NUMBERS USED BELOW CORRESPOND WITH THE NUMBERS USED IN SCHEDULE B, EXCEPTIONS FROM COVERAGE:

1.-7. RAMPART SURVEYS DID NOT ADDRESS THESE ITEMS.

8. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE WOODLAND STATION DISPOSITION AND DEVELOPMENT AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: AUGUST 26, 2009
RECORDING NO.: 629482
AND
RECORDING DATE: MAY 14, 2010
RECORDING NO.: 635367

FIRST AMENDMENT RECORDED DECEMBER 3, 2018 AT RECEPTION NO. 712074 AND
SECOND AMENDMENT RECORDED OCTOBER 22, 2019 AT RECEPTION NO. 720352.

9. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DEED AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 31, 2009
RECORDING NO.: 632409

10. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 1116, SERIES 2009 AS SET FORTH BELOW:
RECORDING DATE: MAY 14, 2010
RECORDING NO. 635366

11. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE WOODLAND STATION DEVELOPMENT AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: MAY 1, 2023
RECORDING NO.: 758477

12. THE PROPERTY IS SUBJECT TO ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY:

- JOB NO. 22584
DATED: APRIL 20, 2023
PREPARED BY: RAMPART SURVEYS, LLC
MATTERS SHOWN:
a. ENCROACHMENT OF METAL SHED ONTO SUBJECT PROPERTY FROM ADJACENT PROPERTY TO THE SOUTH.
b. ENCROACHMENT OF MOBILE HOME ONTO SUBJECT PROPERTY FROM ADJACENT PROPERTY TO THE SOUTH.
c. CONCRETE DRAINAGE CHANNEL
d. COG RAILWAY CAR
e. METAL HORSES AND WAGON SCULPTURE
f. 36"RCP
g. 18"RCP
h. FENCE LINES ON OR NEAR THE PERIMETER OF THE LAND MAY NOT COINCIDE WITH PROPERTY LINES.

AND AS EVIDENCE IN DEED RECORDED RECORDED MAY 1, 2023 AT RECEPTION NO. 758489.

13. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE CITY OF WOODLAND PARK SUBDIVISION DEVELOPMENT IMPROVEMENTS AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: FEBRUARY 23, 2024
RECORDING NO.: 768975

14. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 258, SERIES OF 1982 AS SET FORTH BELOW:

RECORDING DATE: SEPTEMBER 28, 1982
RECORDING NO.: 305306

15. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: FEBRUARY 6, 2018
RECORDING NO.: 704374

16. THE PROPERTY IS SUBJECT TO A DEED OF TRUST TO SECURE AN INDEBTEDNESS AGAINST PARCEL D HEREIN AS SHOWN BELOW:
AMOUNT: 144,700.00
DATED FEBRUARY 2, 2018
TRUSTOR/GRANTOR: BEER GARDEN LANE DEVELOPMENT, LLC
TRUSTEE: PUBLIC TRUSTEE OF TELLER COUNTY
BENEFICIARY: PARK STATE BANK & TRUST
RECORDING DATE: FEBRUARY 6, 2018
RECORDING NO.: 704375

17. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE PERMANENT EASEMENT AS SET FORTH BELOW:

RECORDING DATE: SEPTEMBER 7, 2022
RECORDING NO.: 753900

NOTES (Cont.):

4.) ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 08119C0206D (MAP REVISED SEPTEMBER 25, 2009), REVISED TO REFLECT LOMR EFFECTIVE: MARCH 11, 2010, THE MAJORITY OF THE DESCRIBED AREA IS LOCATED WITHIN AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. A SMALL PORTION OF TRACT A IS IN A SPECIAL FLOOD HAZARD AREA, AN AREA OF 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 WITH FLOOD DISCHARGE CONTAINED IN STRUCTURE.

5.) TRACT "A" IS DESIGNATED FOR FUTURE PLAZA DEVELOPMENT ONLY.

6.) TRACT "B" IS DESIGNATED FOR FUTURE DEVELOPMENT.

7.) ALL FUTURE UTILITIES ARE REQUIRED TO BE UNDERGROUND.

8.) ALL LINEAL UNITS DEPICTED ON THIS SUBDIVISION PLAT ARE U.S. SURVEY FEET.

WATER AVAILABILITY DISCLAIMER:

AT THE TIME THIS PLAT IS BEING APPROVED BY THE CITY OF WOODLAND PARK, THE GROWTH REPRESENTED BY ITS BUILD-OUT IS COMPATIBLE WITH THE CITY'S MASTER PLAN. THE CITY IS IN THE PROCESS OF DEVELOPING WATER SUPPLIES, WHICH ARE SUFFICIENT TO SERVE THE CITY IN ACCORDANCE WITH THE MASTER PLAN. HOWEVER, BECAUSE WATER DEVELOPMENT IS ONLY PARTIALLY WITHIN THE CITY'S CONTROL, THE CITY CANNOT RESERVE WATER FOR SPECIFIC LANDS AND CANNOT GUARANTEE THAT WATER TAPS WILL BE AVAILABLE FOR ANY SPECIFIC PROPERTY AT ANY FUTURE DATE INCLUDING ANY LOTS IN THIS PLAT.

SUBDIVIDER/OWNER:

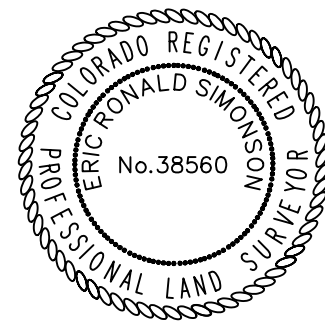
TAVA HOUSE PROPERTIES, LLC
MARK WEAVER
P.O. BOX 26
WOODLAND PARK, CO 80863
(719) 337-3132

SURVEYOR:

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

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS DIRECT SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISIONS THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.



ERIC SIMONSON
COLORADO PROFESSIONAL
LAND SURVEYOR NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC

DATE

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LOT AND TRACT TABLE

LOT	LAND USE	GROSS ACREAGE OF TRACT	OWNERSHIP & MAINTENANCE
1	COMMERCIAL	0.35	TAVA HOUSE PROPERTIES, LLC
2	COMMERCIAL	0.40	TAVA HOUSE PROPERTIES, LLC
3	COMMERCIAL	0.16	TAVA HOUSE PROPERTIES, LLC
A	FUTURE PUBLIC PLAZA	0.39	TAVA HOUSE PROPERTIES, LLC
B	FUTURE DEVELOPMENT	4.63	TAVA HOUSE PROPERTIES, LLC

DATE OF PREPARATION: APRIL 23, 2025

FINAL PLAT-WOODLAND STATION FILING NO. 2, IN E1/2 SEC. 24, T12S, R69W
OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

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

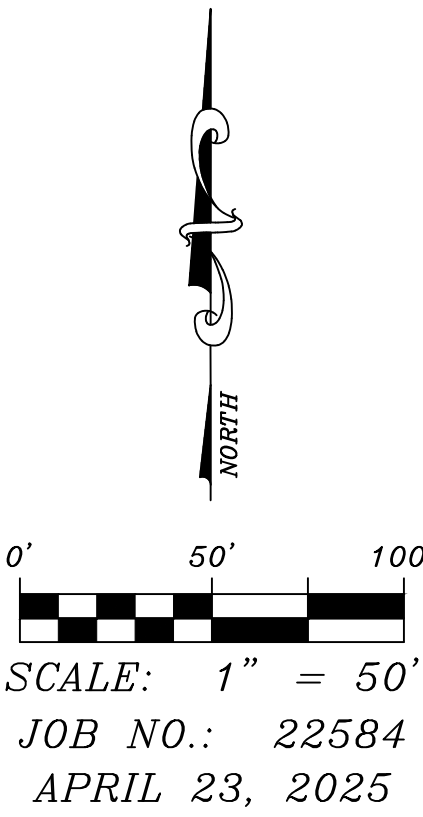
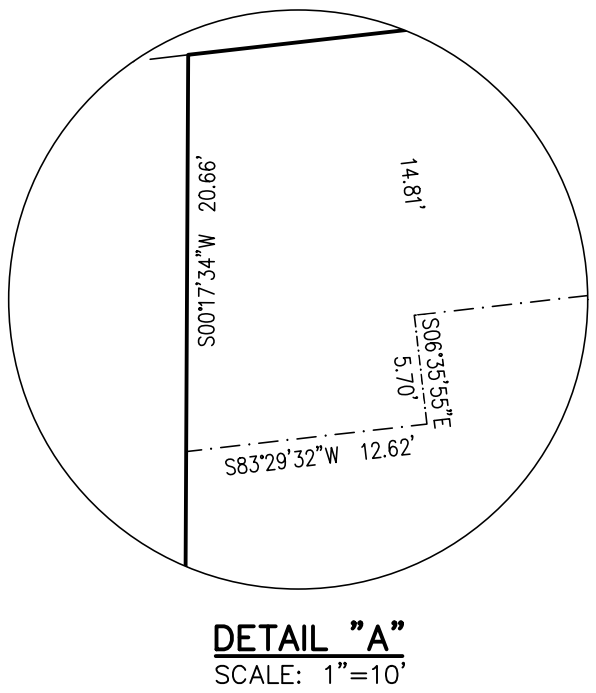
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PAGE 1 OF 2

WOODLAND STATION FILING NO. 2
LOCATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, T.12S., R.69W.
OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

LEGEND:

- SET 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART PLS 38560"
- FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965"
- FOUND MAG NAIL AND WASHER STAMPED "RAMPART PLS 26965"
- ⊗ FOUND REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS 34977"
- ⊗ FOUND 1/2" REBAR (NO CAP)
- ⊗ FOUND REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842"
- DRAINAGE EASEMENT
- DETENTION POND EASEMENT
- PUBLIC IMPROVEMENTS EASEMENT
- PUBLIC UTILITIES EASEMENT
- ADJACENT PROPERTY LINES



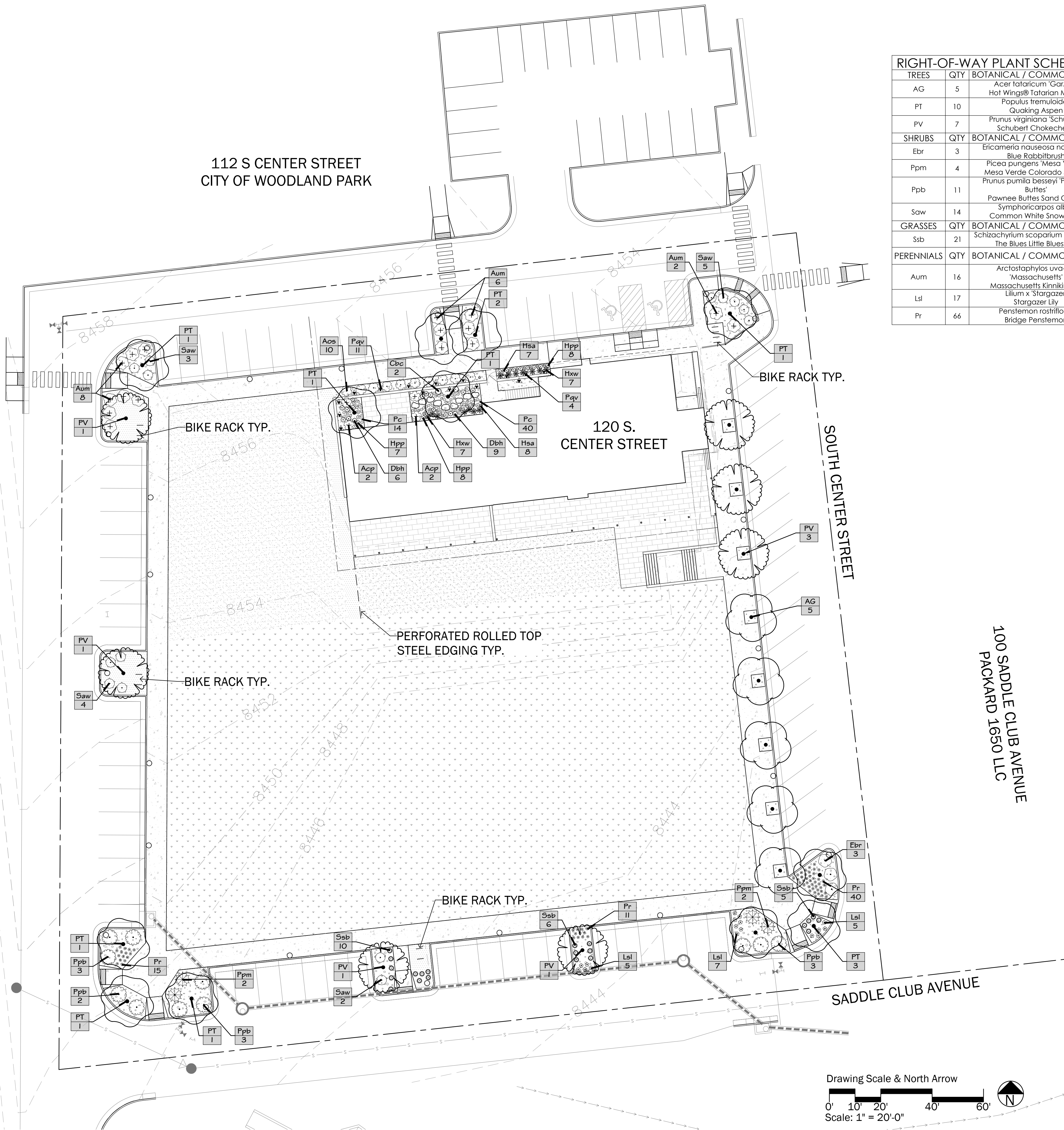
DATE OF PREPARATION: APRIL 23, 2025

FINAL PLAT - WOODLAND STATION FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

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

DRAWING: 22584 PP.DWG PAGE 2 OF 2



RIGHT-OF-WAY PLANT SCHEDULE					
TREES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
AG	5	Acer tataricum 'GarAnn'	2" Cal.	18-20 Ft.	15-20 Ft.
PT	10	Populus tremuloides Quaking Aspen	2" Cal.	20-50 Ft.	20-30 Ft.
PV	7	Prunus virginiana 'Schubert'	2" Cal.	20-30 Ft.	15-25 Ft.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Ebr	3	Ericameria nauseosa nauseosa Blue Rabbitbrush	#5	3-6 Ft.	3-6 Ft.
Ppm	4	Picea pungens 'Mesa Verde' Mesa Verde Colorado Spruce	#5	2-3 Ft.	4-6 Ft.
Ppb	11	Prunus pumila besseyi 'Pawnee Buttes'	#5	18-24 In.	4-6 Ft.
Saw	14	Symphoricarpos albus Common White Snowberry	#5	3-5 Ft.	3-5 Ft.
GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Ssb	21	Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	#1	3-4 Ft	18-24 In.
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Aum	16	Arctostaphylos uva-ursi 'Massachusetts' Massachusetts' Lilium x 'Stargazer'	#1	3-6 In	2-6 Ft
Lsl	17	Lilium x 'Stargazer' Stargazer Lily	#1	18-24 In.	12-18 In.
Pr	66	Penstemon rostriflorus Bridge Penstemon	#1	12-24 In.	8-12 In.

LOT 1 PLANT SCHEDULE					
TREES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
PT	2	Populus tremuloides Quaking Aspen	2" Cal.	20-50 Ft.	20-30 Ft.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Aos	10	Amelanchier alnifolia 'Obelisk' Standing Ovation™ Serviceberry	#5	12-15 Ft	3-4 Ft
GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Cbc	2	Calamagrostis canadensis Bluejoint Grass	#1	2-4 Ft.	2-3 Ft.
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Acp	4	Arctostaphylos x coloradensis 'Panchito' Panchito Manzanita	#5	15-24 In.	3-5 Ft.
Dbh	15	Dicentra spectabilis Bleeding Heart	#1	2-3 Ft.	18-24 In.
Hpp	23	Heuchera micrantha 'Palace Purple' Palace Purple Crevice Alumroot	F15	12-18 In.	12-18 In.
Hsa	15	Heuchera sanguinea 'Snow Angel' Snow Angel Coral Bells	#1	12-18 In.	10-15 In.
Hxw	14	Hosta x 'Wrinkle in Time' Winkle in Time Hosta	#1	12-18 In.	24-30 In
Pc	54	Paxistima canbyi Cliff Green	#5	6-12 In.	6-12 In.
VINES	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH
Pqv	15	Parthenocissus quinquefolia Virginia Creeper	---	Vine	Vine

GROUND COVER SCHEDULE			
SYMBOL	QTY	COMMON NAME	NOTES
	3,213 sf	3/4" Decorative Rock	3" Depth - Completely Covering Weed Barrier Fabric
	27,106 sf	All-Purpose Native Low Grow Mix	Seed
	1,196 sf	Breeze	3" Depth
	8,343 sf	Poa pratensis / Kentucky Bluegrass	Sod

OVERALL PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL NAME	SIZE	HEIGHT	WIDTH
TREES						
	AG	5	Acer tataricum 'GarAnn'	2" Cal.	18-20 Ft.	15-20 Ft.
	PT	12	Populus tremuloides	2" Cal.	20-50 Ft.	20-30 Ft.
	PV	7	Prunus virginiana 'Schubert'	2" Cal.	20-30 Ft.	15-25 Ft.
SHRUBS						
	Aos	10	Amelanchier alnifolia 'Obelisk'	#5	12-15 Ft	3-4 Ft
	Ebr	3	Ericameria nauseosa nauseosa	#5	3-6 Ft.	3-6 Ft.
	Ppm	4	Picea pungens 'Mesa Verde'	#5	2-3 Ft.	4-6 Ft.
	Ppb	11	Prunus pumila besseyi 'Pawnee Buttes'	#5	18-24 In.	4-6 Ft.
	Saw	14	Symphoricarpos albus	#5	3-5 Ft.	3-5 Ft.
GRASSES						
	Cbc	2	Calamagrostis canadensis	#1	2-4 Ft.	2-3 Ft.
	Ssb	21	Schizachyrium scoparium 'The Blues'	#1	3-4 Ft	18-24 In.
PERENNIALS						
	Aum	16	Arctostaphylos uva-ursi 'Massachusetts'	#1	3-6 In	2-6 Ft
	Acp	4	Arctostaphylos x coloradensis 'Panchito'	#5	15-24 In.	3-5 Ft.
	Dbh	15	Dicentra spectabilis	#1	2-3 Ft.	18-24 In.
	Hpp	23	Heuchera micrantha 'Palace Purple'	F15	12-18 In.	12-18 In.
	Hsa	15	Heuchera sanguinea 'Snow Angel'	#1	12-18 In.	10-15 In.
	Hxw	14	Hosta x 'Wrinkle in Time'	#1	12-18 In.	24-30 In
	Lsl	17	Lilium x 'Stargazer'	#1	18-24 In.	12-18 In.
	Pc	54	Paxistima canbyi	#5	6-12 In.	6-12 In.
	Pr	66	Penstemon rostriflorus	#1	12-24 In.	8-12 In.
VINES						
	Pqv	15	Parthenocissus quinquefolia	---	Vine	Vine



LANDSCAPE_PLAN

ECHO

2022-032-WOODLAND STATION
05.02.24
phase: DEVELOPMENT PLAN
drawn by: RLB

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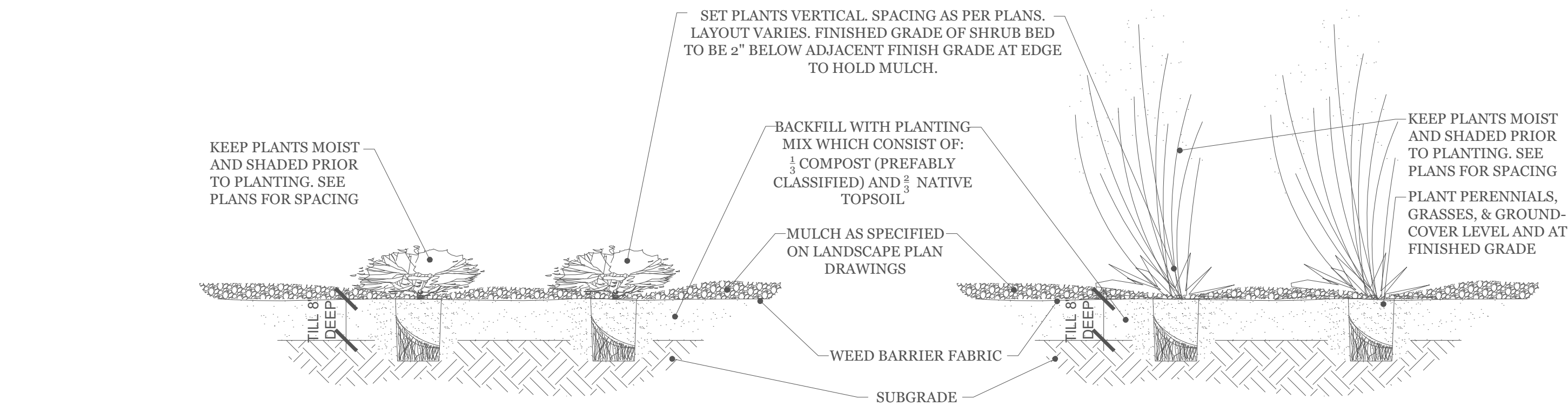
L1

LANDSCAPE NOTES:

1. PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE OWNER'S REPRESENTATIVE FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS AND SERVICE NECESSARY TO FURNISH AND INSTALL ALL WORK SPECIFIED AND AS SHOWN ON THESE PLANS.
3. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT OWNER'S REPRESENTATIVE'S APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REVISE PLANT LIST AS DEEMED NECESSARY.
4. THE SHOWN UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE WORK. LOCATE EXACT UTILITY LOCATIONS BY CONTACTING "CALL BEFORE YOU DIG" AT (800) 922-1987. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE CAUSED TO UTILITIES.
5. AN EVENLY PLACED LAYER OF GRAVEL OR COBBLE SHALL BE PLACED ON ALL AREAS DESIGNATED TO RECEIVE THE SPECIFIED MATERIAL. MINIMUM DEPTHS SHALL BE ACHIEVED IN ACCORDANCE TO THE SCHEDULE BY THE GROUNDPLANE MATERIAL.
6. AN EVENLY PLACED LAYER OF BREEZE SHALL BE PLACED ON ALL AREAS DESIGNATED TO RECEIVE THE MATERIAL. BREEZE SHALL BE APPLIED DIRECTLY TO TILLED, SCARIFIED, AMENDED AND UNCOMPACTED SOIL.
7. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH A SAMPLE OF ALL TYPES OF GROUNDPLANE MATERIAL FOR APPROVAL PRIOR TO INSTALLATION.
8. POROUS WEED BARRIER FABRIC SHALL BE INSTALLED IN PLANTING BEDS WHERE BREEZE IS NOT PRESENT.
9. WEED BARRIER SHALL BE A WOVEN, POROUS MAT AS MANUFACTURED BY AMERICAN EXCELSIOR POLYSPUN XL, DUPONT TYPAR STYLE 3341 OR MIRAFI "MIRASCAPE". THE WEED BARRIER SHALL BE INSTALLED AS PER MANUFACTURER'S SHALL BE COMPLETELY COVERED BY DESIGNATED GROUNDPLANE MATERIAL.
10. 4" HEIGHT BY 3/16" WIDTH PERFORATED STEEL EDGING SHALL BE USED TO SEPARATE ALL PLANTING BEDS FROM VARYING TYPES OF TURF. PLACE EDGING FLUSH WITH GRADE. AVOID BROKEN BACK CURVES AND LONG TANGENTS BETWEEN CURVES. OBTAIN OWNER'S REPRESENTATIVE'S APPROVAL PRIOR TO INSTALLATION.
11. ALL EXISTING TOPSOIL IS TO BE STRIPPED AND STOCKPILED FOR USE IN PROPOSED LANDSCAPE. TOPSOIL SHOULD BE LOCATED WHERE IDENTIFIED ON THE CIVIL ENGINEERING GRADING AND EROSION CONTROL PLAN.
12. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING EROSION CONTROL MEASURES AS PER THE JURISDICTIONAL SPECIFICATIONS DURING THE DURATION OF WORK ON-SITE.
13. CONTRACTOR SHALL PROVIDE 4" OF TOPSOIL AT ALL SOD AND PLANTING AREAS. GRADE SHALL BE ADJUSTED FOR SOD THICKNESS. LANDSCAPE CONTRACTOR SHALL PERFORM ALL FINISH GRADING.
14. THE FINISH GRADES AS SHOWN ON CIVIL CONSTRUCTION DRAWINGS SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM WALLS AND BUILDINGS. FOR PROPOSED SITE GRADING, SEE GRADING PLAN.
15. CULTIVATE THE SUBSOIL ON ALL PLANTING BEDS AND SOD AREAS TO A DEPTH OF 12".

16. ALL PLANT MATERIALS SHALL HAVE BACKFILL CAREFULLY PLACED AROUND THE BASE AND SIDES OF BALL TO TWO-THIRDS (2/3) DEPTH OF THE BALL, THEN THOROUGHLY SOAK WITH WATER TO ALLOW SETTLEMENT. ALL WIRE, BURLAP FASTENERS AND LOOSE BURLAP AROUND BASE OF TRUNK SHALL BE REMOVED AT THIS TIME. REMAINDER OF PIT SHALL THEN BE BACKFILLED, ALLOWING FOR DEPTH OF MULCH, SAUCER AND SETTLEMENT OF BACKFILL. BACKFILL SHALL THEN BE THOROUGHLY WATERED AGAIN.
17. ALL SHRUBS AND TREES SHALL BE PLANTED A MINIMUM OF 12" INSIDE OF ALL EDGING AND AWAY FROM WALLS AND OTHER PERMANENT STRUCTURES.
18. ALL PLANT LOCATIONS ARE APPROXIMATE; ADJUST AS NECESSARY TO AVOID CONFLICTS. OBTAIN OWNER'S REPRESENTATIVE'S APPROVAL OF LOCATIONS PRIOR TO PLANTING TREES AND SHRUBS.
19. QUANTITIES OF MATERIALS SHOWN ON THE PLANTING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT SCHEDULE. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON THE PLANTING PLAN. REPORT ANY DISCREPANCIES IN THE PLANTING PLAN IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.
20. ALL PLANT MATERIAL SHALL BE WELL-FORMED AND DEVELOPED IN GOOD CONDITION, HEALTHY AND DISEASE-FREE, AND BE TYPICAL OF THE SPECIES. PLANTS SHALL COMPLY IN ALL APPLICABLE RESPECTS WITH ACCEPTABLE STANDARDS AS SET FORTH IN THE COLORADO NURSERY ACT OF 1965 - TITLE 35, ARTICLE 25, CRS 1974 (SEE LANDSCAPE THE NURSERY ACT). THE OWNER AND OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT AT ANY TIME OR PLACE PRIOR TO FINAL ACCEPTANCE OF WORK, ANY AND ALL PLANTS WHICH, IN THEIR OPINION, FAIL TO MEET THESE SPECIFICATION REQUIREMENTS.
21. PLANTS ARE TO BE SIZED AS SHOWN PER SPECIES ON THE PLANT SCHEDULE.
22. THE CONTRACTOR SHALL PROVIDE ALL THE WATER, WATERING DEVICES AND LABOR NEEDED TO IRRIGATE PLANT MATERIALS UNTIL PROVISIONAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL SUPPLY ENOUGH WATER TO MAINTAIN THE PLANT'S HEALTHY CONDITION.
23. ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE DRYING ACTION OF THE SUN AND WIND AFTER BEING DUG, WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. BALLS OF PLANTS THAT CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING ACTION BY COVERING THEM WITH MOIST MULCH. PERIODICALLY, APPLY WATER TO MULCH-COVERED BALLS TO KEEP MOIST. IF PLANTING SHOULD OCCUR DURING GROWING SEASON, APPLY ANTI-DESSICANT TO LEAVES BEFORE TRANSPORT TO REDUCE LIKELIHOOD OF WINDBURN. REAPPLY ANTI-DESSICANT AFTER PLANTING TO REDUCE TRANSPIRATION.
24. WRAP ALL TREE TRUNKS SPIRALLY WITH APPROVED WRAPPING MATERIAL FROM GROUND TO THE FIRST BRANCH. SECURELY TIE WRAPPING AT THE TOP AND BOTTOM WITH MASKING TAPE. TREES SHALL BE SUPPORTED IMMEDIATELY AFTER PLANTING IN THE MANNER SHOWN ON THE PLANTING DETAILS.
25. AFTER PLANTING IS COMPLETED, REPAIR INJURIES TO ALL PLANTS AS REQUIRED. LIMIT AMOUNT OF PRUNING TO A MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE NATURAL HABIT OR SHAPE OF PLANT. CENTRAL LEADERS SHALL NOT BE REMOVED.

26. FINE GRADE SOD AND SEED AREAS TO ELIMINATE IRREGULARITIES ON THE SURFACE. ROLL OR PERFORM ADDITIONAL FINE GRADING.
27. ROLL SOD AFTER INSTALLATION TO ENSURE ROOTS ARE IN CONTACT WITH THE SOIL SURFACE. IMMEDIATELY BEGIN WATERING OF SODDED AREAS.
28. CONTRACTOR TO REMOVE TREE STAKES, TREE WRAP, AND ALL DEAD WOOD ON TREES AND SHRUBS ONE YEAR AFTER THE COMMENCEMENT OF THE PLANTING INSTALLATION.
29. AT THE COMPLETION OF PLANTING OPERATIONS ALL PLANTS SHALL BE INSPECTED BY THE OWNER AND OWNER'S REPRESENTATIVE. CONTRACTOR SHALL REPLACE IMMEDIATELY ANY PLANTS NOT IN HEALTHY AND VIGOROUS CONDITION AT THAT TIME AT NO EXPENSE TO THE OWNER. ANY PLANT NOT IN HEALTHY CONDITION DURING THE TWO-YEAR WARRANTY PERIOD SHALL BE REPLACED AS PER THE ORIGINAL SPECIFICATIONS, FREE OF CHARGE TO THE OWNER.
30. REMOVE ALL RUBBISH, EQUIPMENT AND MATERIAL AND LEAVE THE AREA IN A NEAT, CLEAN CONDITION EACH DAY. MAINTAIN PAVED AREAS UTILIZED FOR HAULING EQUIPMENT AND MATERIALS BY OTHER TRADES IN A CLEAN AND UNOBSTRUCTED CONDITION AT ALL TIMES.
31. THE TILLING OF PLANTING BEDS AND PLACEMENT OF BACKFILL IS TO OCCUR JUST PRIOR TO PLANTING; THEREAFTER, PROTECTION FROM COMPACTION AND CONSTRUCTION TRAFFIC SHOULD BE GIVEN.
32. 24 HOURS PRIOR TO PLANTING ALL PLANT MATERIAL, CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE TO INSPECT AND APPROVE THE PLANT LAYOUT LOCATIONS.
33. IRRIGATION WILL BE PROVIDED TO ALL SHRUBS AND PERENNIALS VIA DRIP IRRIGATION. IRRIGATION WILL BE PROVIDED TO ALL AREAS OF TURFGRASS VIA SPRAY IRRIGATION.
34. MITIGATION OF EXISTING TREES MAY OCCUR WITHIN THE FLOODPLAIN OF THE SITE FOR SAFETY REASONS. TO ENSURE THE SAFETY OF THE USERS OF THE AREA, WEAK-WOODED PLANT MATERIAL AND DEAD/DYING PLANTS MAY BE REMOVED.
35. ALL LANDSCAPE ADJACENT TO PROTECTED LANDSCAPE AREAS, NOTED AS "RE-ESTABLISHED AREA" IN THE GROUNDPLANE SCHEDULE, SHALL BE PROTECTED OR REPAIRED TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
36. WALL, FENCE, AND OTHER ARCHITECTURAL DETAILS PROVIDED ON LANDSCAPE DRAWINGS ARE FOR SITE PLAN REVIEW PURPOSES ONLY. SEE APPLICABLE ARCHITECTURAL CONSTRUCTION DRAWINGS FOR CONSTRUCTION.

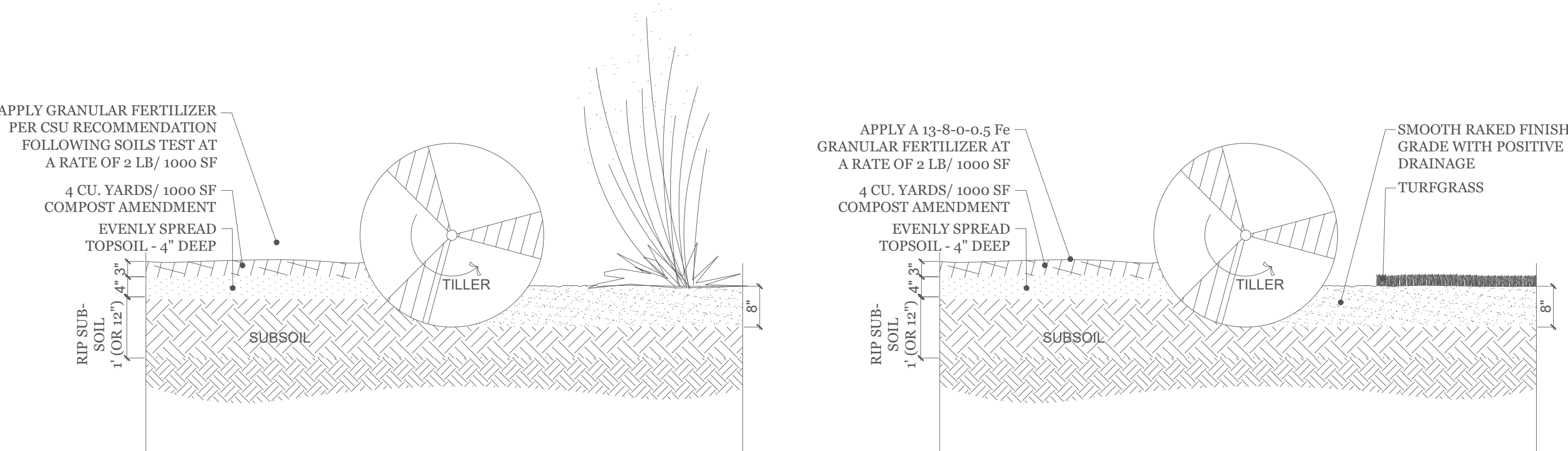


SHRUB, GRASS & PERENNIAL NOTES:

1. 3-4" SPECIFIED ORGANIC MULCH SHOULD BE PROVIDED. PROVIDE SAUCER ON DOWNHILL SIDE OF SLOPES. KEEP MULCH AWAY FROM CONTACT WITH WOODY TRUNK.
 2. ALL PLANTS IN ROCK AREAS TO RECEIVE SHREDDED MULCH RINGS, WHERE APPLICABLE.
 3. DEEP WATER ALL PLANTS AT TIME OF PLANTING.
 4. CONTRACTOR TO WATER PLANT MATERIAL DAILY UNTIL AN AUTOMATIC IRRIGATION SYSTEM IS OPERATIONAL OR OTHER IRRIGATION PROVISIONS ARE PROVIDED.
 5. THE FINISH GRADES SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM WALLS AND BUILDINGS.
 6. THE TILLING OF PLANTING BEDS AND PLACEMENT OF BACKFILL IS TO OCCUR JUST PRIOR TO PLANTING; THEREAFTER, PROTECTION FROM COMPACTION AND CONSTRUCTION TRAFFIC SHOULD BE PROVIDED.
7. SCARIFY SIDES OF PLANTING PIT. BACKFILL WITH AMENDED SOIL MIX. ROOTBALL SHALL REST ON FIRM, UNDISTURBED SOIL.
 8. PRUNE ONLY DEAD OR BROKEN BRANCHES AND WEAK OR NARROW CROTCHES.
 9. REMOVE ALL PACKAGING MATERIAL.
 10. FOR POT BOUND PLANTS ONLY; MAKE 4-5 VERTICAL CUTS IN ROOTBALL 1" DEEP. PLANT IMMEDIATELY.
 11. FOR ROOT BIND AT BOTTOM OF BALL; SPLIT ROOTBALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN THE PLANTING HOLE.

A2 SHRUB AND PERENNIAL PLANTING

NOT TO SCALE

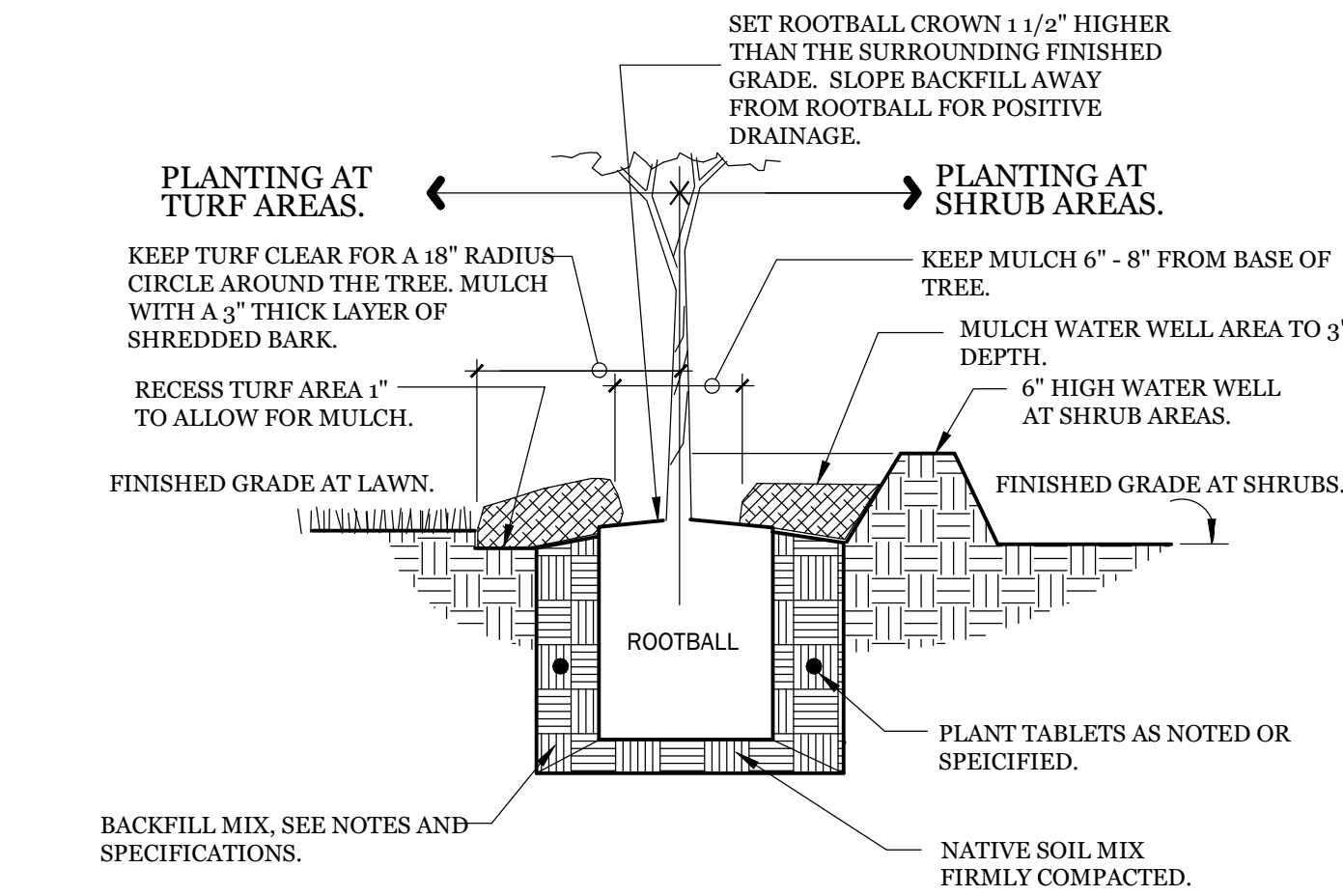


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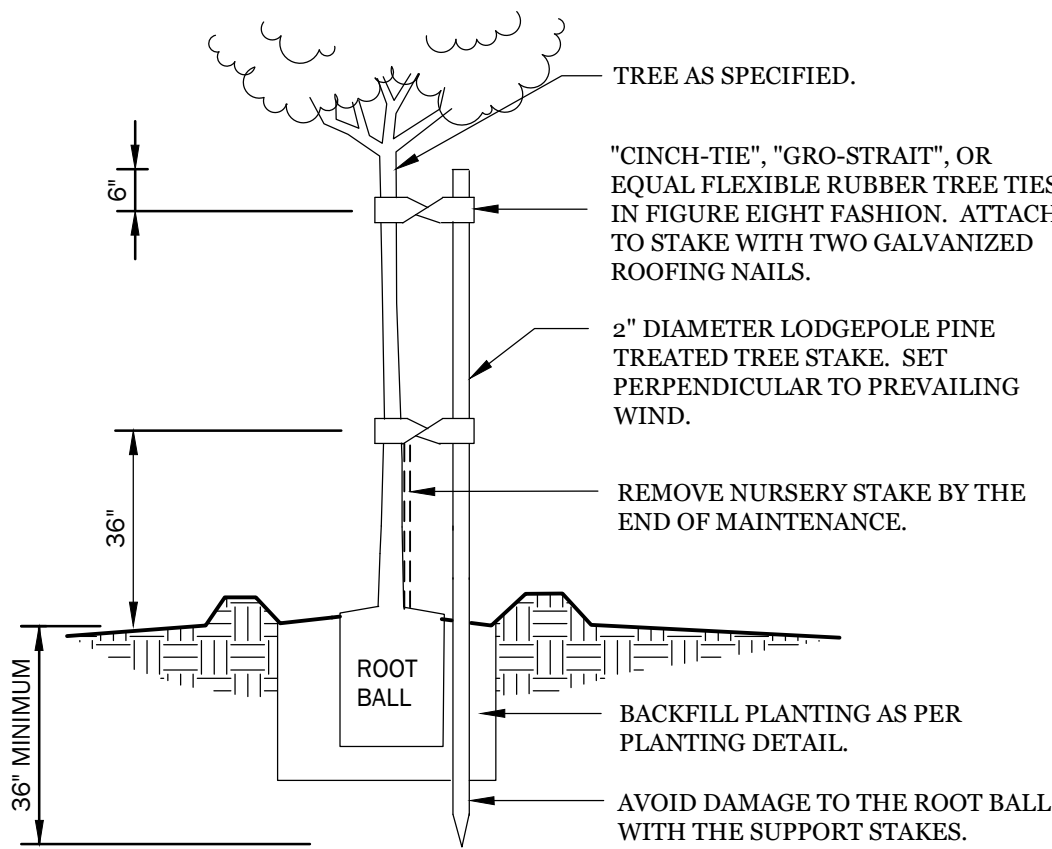
1. TOPSOIL TO CONSIST OF DARK, LIGHT LOAM SOIL FREE OF ROCKS, ROOTS, AND OTHER FOREIGN MATERIALS.
2. PROVIDE SOILS TEST AND RESULTS FROM COLORADO STATE UNIVERSITY LAB. SOIL AMENDMENT SHALL BE PROVIDED PER RECOMMENDATION FROM COLORADO STATE UNIVERSITY. THE FERTILIZER APPLICATION SHOULD BE DELAYED IF PLANTING DOES NOT OCCUR WITHIN 2-3 DAYS OF FERTILIZING.
3. THE FERTILIZER APPLICATION SHOULD BE DELAYED IF PLANTING DOES NOT OCCUR WITHIN 2-3 DAYS OF FERTILIZING.
4. COMPOST TO CONSIST OF 1-YEAR OLD PLANT-BASED ORGANIC MATERIAL.
5. FROZEN MATERIALS OR MATERIALS GREATER THAN 1" DIA. SHOULD BE REMOVED.
6. FINISH GRADE FOR ALL PLANTING BEDS ALONG WALKS OR CURBS SHOULD BE 4" LOWER THAN THE SURFACE.
7. LAWNS WITHIN THE BOUNDARIES OF EXISTING TREE DRIPLINES SHALL NOT BE ROTOTILLED AT ANY TIME. ROTOTILLING IS ONLY PERMITTED IN AREAS OUTSIDE OF EXISTING TREE DRIPLINES WHERE CONCRETE AND HARDSCAPE ARE REMOVED.

A3 SOIL AMENDMENT DETAIL

NOT TO SCALE



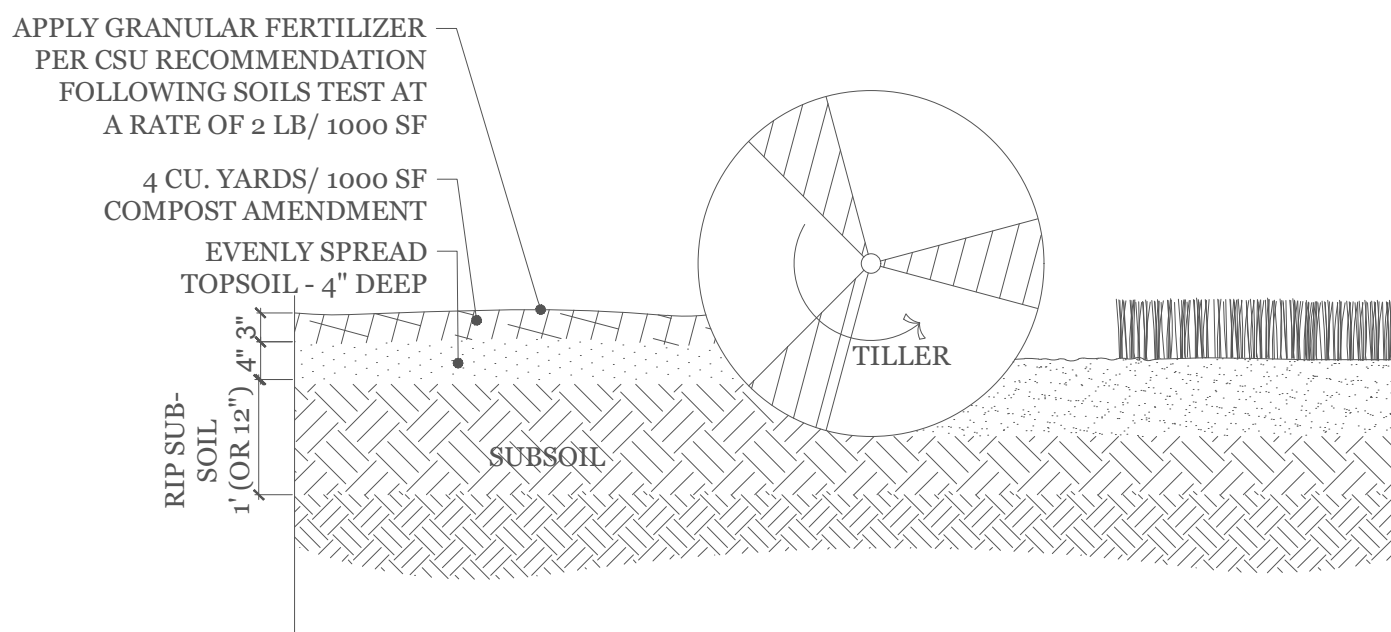
PLANT PIT DETAIL



STAKING DETAIL

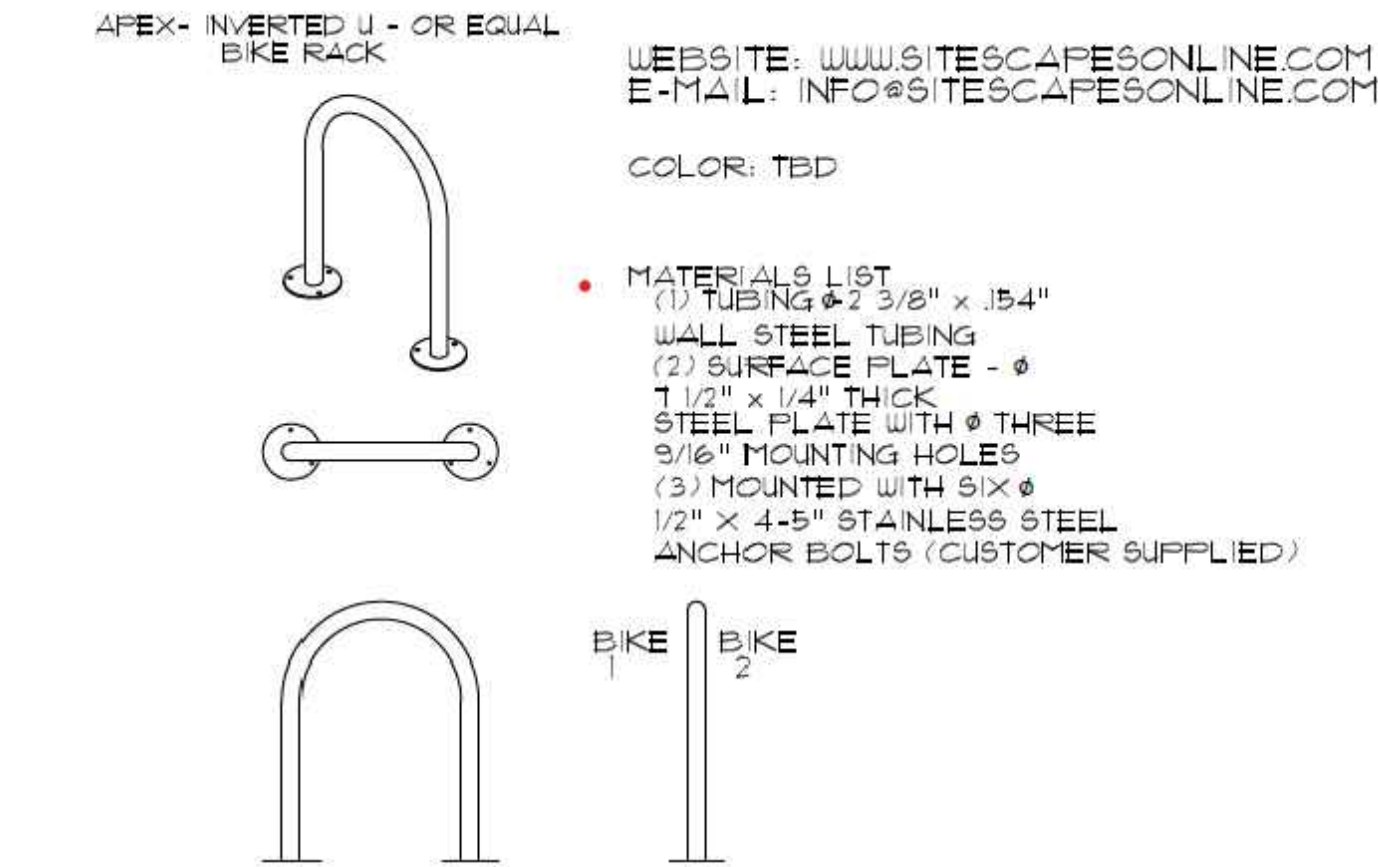
C2 TREE SINGLE STAKE PLANTING

NOT TO SCALE



NOTES:

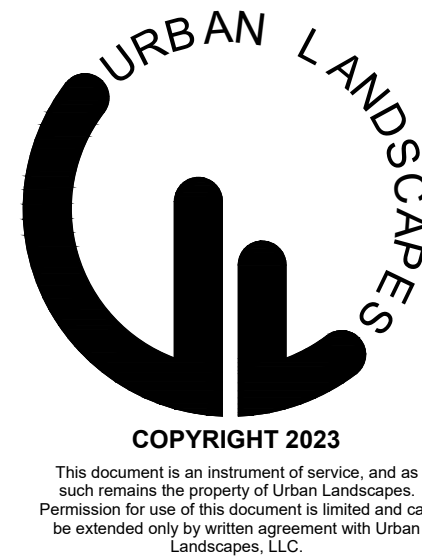
1. NOTES 1-5 FROM PLANT SOIL PREPARATION DETAIL.
2. FINISH GRADE FOR ALL SEED AREAS ALONG WALKS OR CURBS SHOULD BE JUST BELOW THE SURFACE OF THE WALK/CURB.



C3 BIKE RACK DETAIL

NOT TO SCALE

FX-PL-FX-TREE-02



LANDSCAPE_DETAIL

ECHO

2022-032-WOODLAND STATION

phase: DEVELOPMENT PLAN

120 S CENTER ST WOODLAND PARK, CO 80863

drawn by: RLB

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L2



Teller County
Stephanie Kees, Clerk and Recorder
101 W. Bennett Ave.
PO Box 1010
Cripple Creek, CO 80813
(719) 689-2951

Receipt: 24-4376

Product	Name	Extended
5	AGREEMENT	\$198.00
	Document #	768975
	# Pages	38
Recording Fee		\$195.00
State Technology Surcharge		\$2.00
Technology Surcharge		\$1.00
Total		\$198.00
Tender (Check)		\$198.00
Paid By	TAVA HOUSE PROPERTIES LLC	
Check Number	1031	
Paid By	TAVA HOUSE PROPERTIES LLC	

Have a nice day!

1



**CITY OF WOODLAND PARK
SUBDIVISION DEVELOPMENT IMPROVEMENTS AGREEMENT
(Woodland Station)**

THIS AGREEMENT is made and entered into as of this 1st day of August, 2024, by and between **Tava House Properties, LLC**, whose address is 45 Leisure Lane, Woodland Park, CO 80863 (the "Owner"), and the **City of Woodland Park**, a municipal corporation of the State of Colorado, whose address is 220 W South Avenue, P.O. Box 9007, Woodland Park, Colorado 80866 ("Woodland Park" or "City"), each a "Party," and together the "Parties."

WITNESSETH:

WHEREAS, Owner is the owner of certain real property which is subject to this agreement located within the City of Woodland Park, County of Teller, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Owner, the City and the Woodland Park Downtown Development Authority executed the "Woodland Station Development Agreement," recorded onto the property with the Teller County Clerk and Recorder on May 1, 2023 with a recordation number of 758477; and

WHEREAS, pursuant to said "Woodland Station Development Agreement," Owner has submitted a preliminary plat application to the City for approval to begin development of said Property, known as the Woodland Station development (the "Project"); and

WHEREAS, the Owner and the City desire to provide for the orderly development of the Project at the Property and provide for all matters required by the Subdivision regulations, Engineering Specifications, Zoning Code and all other applicable ordinances of the City; and

WHEREAS, Section 10 of the "Woodland Station Development Agreement" also reiterates the requirement for this subdivision development improvement agreement;

WHEREAS, as a condition of approval of the Project certain Public Improvements (sometimes referred to as "Improvements") and certain private Improvements must be completed as more fully set forth on **Exhibits B and C**, and the Engineering Plans attached hereto; and

WHEREAS, the City and Owner recognize the need for Public Improvements and exactions, and agree that said Public Improvements and exactions are reasonable, within the authority of each to perform and roughly proportional to the impact and need created by the Project; and

WHEREAS, the City and Owner desire to evidence their equitable agreement defining various terms concerning the construction and installation of such facilities; and

WHEREAS, the Owner is requesting to begin construction of their building prior to completing the installation of Public Improvements and finalizing development entitlements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Legal Description. This Agreement pertains to Public Improvements to be constructed for the property legally described in **Exhibit A** attached hereto.



2. **Exhibits and Inclusions.** This Agreement includes the following **Exhibits** which are attached hereto and incorporated herein by this reference:

- **Exhibit A:** Legal Description of the Project
- **Exhibit B:** Improvements Quantities and Cost Estimates (including both Public Improvements and private improvements)
- **Exhibit C:** Approved Engineering Plans and Construction Documents, showing location of site improvements, including both Public Improvements and private Improvements, as set forth in the Engineering Plans ("Engineering Plans") approved by the City of Woodland Park, dated October 22, 2024, and included as a part of this Agreement.
- **Exhibit D:** Letter from Arden Weatherford, member, Beer Garden Lane Development, LLC, entitled "Dedication of Right-of-Way to City of Woodland Park for public infrastructure developed with Tava House Properties Phase I"

3. **Public Improvements.** It is intent of this Agreement to provide for construction of the Public and private Improvements described in **Exhibits B and C**, and the Engineering Plans. Public Improvements include the infrastructure to provide electricity, natural gas, and communication utilities to this project. It is understood by the Parties that the descriptions of Improvements contained herein are general in nature, and that reasonable modifications of the scope, nature, costs, and similar aspects of such Improvements may be necessary to secure approval of the final design of such Improvements.

- a. The quantities and locations of the Improvements are based on information that was available at the time of development approval for the Project. Additional Public Improvements may be required upon submittal of a building permit application or as conditions change in the field. At that time, the Owner shall be responsible for submitting revisions to its final plans as approved by Woodland Park. The actual quantities and locations of the Public Improvements will be determined by Woodland Park based on the approved plans.
- b. Before beginning any construction of any Improvements, the Owner shall submit final construction plans for all such Improvements. The Owner agrees that construction of said Improvements shall conform to the requirements of the approved plans and permits. Owner shall be permitted to commence grading work, upon and pursuant to the parameters of a duly issued and approved grading permit from the City.
- c. Construction of an eastbound turn lane off Highway 24 onto Center Street will require the existing City sidewalk adjacent to the highway to be relocated into land that is part of Bergstrom Park. The Owner will compensate the City for the loss of this approximately 1,300 square feet of park land. Disposal of such undeveloped park land shall ultimately follow the process within Woodland Park Charter section 15.2(b). Payment amount due will be assessed based on actual land area impacted by the infrastructure encroachment into the Bergstrom Park parcel, and upon the determination of City Council after the public hearing held pursuant to the City Charter. Owner shall be responsible for all construction costs to relocate the existing sidewalk and eastbound turn lane construction.

4. **Drainage Improvements.** The Owner has submitted a GRADING DRAINAGE PLAN, prepared by Catamount Engineering dated May 20, 2024 for drainage Public Improvements to City. The Owner shall install and pay for all drainage Improvements described in a drainage study submitted by the Owner and approved by Woodland Park. No application to undertake construction in a public right-of-way or public easement shall be submitted or approved until the final drainage report and construction plans have been approved by Woodland Park.



5. Rights-of-Way and Easements.

- a. It is the intent of the Parties by this Agreement to provide for all necessary rights-of-way and easements in conjunction with the installation of the Public Improvements required by Woodland Park. The Owner agrees to dedicate said rights-of-way and easements on or before recording of the final plat or equivalent final approval for the Project.
- b. Additionally, any final plat approval granted by City Council shall include a condition that the fifteen foot (15') wide stretch of property located at Parcel ID 6329.241000120 (commonly known as the old AmeriGas site), owned by Beer Garden Lane Development, LLC ("BGLD"), and designated as the cross hatched area in the attached **Exhibit D**, shall be conveyed to Owner prior to the recording of the Woodland Station Filing No. 2 Subdivision Plat and the reception number for this conveyance on said plat. Recording the conveyance of this property shall occur at least a couple days prior to the Woodland Station Filing No. 2 Subdivision Plat to have the recording Reception Number included on the plat document. The Woodland Station Filing No. 2 Subdivision Plat shall clearly show all land area being dedicated as right-of-way. Woodland Park Municipal Code Section 17.24.090(A)(8) outlines requirements for a title commitment and subsequent title insurance for the lands (including rights-of-way) that are being dedicated to the City. Additional Woodland Park Municipal Code sections that address right-of-way dedications are 17.36.010 and 17.36.180.
- c. Owner shall install infrastructure on the eastern fifteen (15) feet of Lot 2, Vectra Bank Subdivision, and City will grant permission for Owner's installation of such infrastructure on this portion of the lot owned by the City. Ordinance 1252, Series 2015 establishes the City's intended use of this property for public improvements, acknowledging that this property is "part of the future Woodland Station development." Ordinance 1252 further states that the "City desires to construct and install or cause to be constructed and installed various facilities and improvements in order to provide public transportation, public parking and public utilities through Woodland Station, including but not limited to parking, street, curb, gutter, drainage, water, sanitary sewer, power, cable and telephone."

6. Street Name Signs. All public street name signs, traffic signs and streetlights shall be supplied at the Owner's expense. All signs shall conform to Woodland Park's requirements. The Owner shall install the signs at locations directed by Woodland Park at no cost to Woodland Park. Once installed by Owner, and after final acceptance of the applicable infrastructure by the Woodland Park Public Works Director, such street name signs, traffic signs and streetlights will be the property of Woodland Park and Woodland Park shall maintain, repair and replace the same.

7. Owner's Costs. Except as otherwise expressly provided in this Agreement, Owner agrees to provide and pay for all labor, materials, tools, supplies, equipment, water, light, power, transportation, services and all other facilities and things necessary for the execution and satisfactory completion of the Improvements described herein in accordance with the plans, drawings and specifications for such Improvements as approved by Woodland Park. The costs for which Owner shall be responsible shall also include the Project utilities study, grading drainage plan, or report, survey, preliminary design, final design, construction, construction inspection, performance guarantee, and the preparation of as-built drawings and reasonable administrative and legal expenses attributable to the Improvements to be constructed.

- a. For purposes of this Agreement, the term "Improvements" shall include all Improvements set forth in **Exhibits B and C**, and the Engineering Plans, and as shown or referenced on the final plat or other applicable final development approval document.



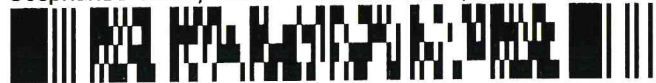
8. Completion. Except as otherwise expressly provided in this Agreement, all Improvements shall be completed in accordance with the plans, drawings, and specifications, as approved by Woodland Park for initial acceptance per Woodland Park Engineering Specifications Section 1.3.7.2, before any unit may be approved for occupancy or any lot may be sold. Owner agrees to pave all interior streets and off-street parking, public rights-of-way, and where applicable, pedestrian pathways, in conformity with the applicable final development approval and the time limits set forth in this Agreement. All Improvements shall be designed and constructed as set forth in this Agreement, in compliance with the ordinances, rules and regulations of Woodland Park and in compliance with applicable state and federal law. All Improvements shall be completed within two (2) years after final Project approval by Woodland Park, unless the Project is specifically approved as a phased project. Extension of time for completion of Improvements may be granted by Woodland Park in writing for good cause shown. "Good cause" shall be determined by Woodland Park, in its reasonable discretion. "Good cause" shall include events beyond the delayed party's reasonable control, such as: acts of God; war; terrorism; labor disputes; strikes; widespread infectious disease creating a state of emergency as designated by the Federal Government or State of Colorado; severe earthquakes, fires or floods; any written order, directive, restriction, regulation, interpretation or determination made by a governmental entity having jurisdiction. "Good cause" shall not include financial inability to perform.

9. Plans and Drawings. Unless waived by the City, Owner will furnish the City, free of charge, Three copies of the "as-built" plans (and required additional items per City Woodland Park Engineering Specifications 1.3.7.2) prior to request for initial acceptance for review. Once approved by the City one (1) complete set of full-size Mylar plans and two (2) sets of blue lines or photocopies shall be submitted. Information for "as-builts" shall also be submitted in electronic file format (e.g. ArcView shapefile, DXF file or DWG file with a description of the geographic coordinate system). As-builts shall conform to City of Woodland Park Engineering Specifications 1.3.6.2. The plans, drawings, and legal descriptions shall be prepared and certified by a qualified engineer in accordance with the requirements of Woodland Park and prior to Woodland Park's accepting the Improvements. If needed due to revisions, an amended final plat showing all Improvements as existing shall be submitted within three (3) months of completion of the "as built" drawings of the Improvements. The information required by this Paragraph shall be submitted in digital form acceptable to the City.

10. Materials and Workmanship. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the City), Owner shall furnish Woodland Park for its approval the name of the manufacturer of equipment and materials which it contemplates incorporating in the work. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by Woodland Park. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used without Woodland Park's approval shall be at the risk of subsequent rejection.

11. Permits and Easements. Owner shall furnish all land boundary surveys. Permits, licenses and rights-of-way of a temporary nature necessary for the construction of Improvements shall be secured and paid for by Owner. Permits, licenses and easements of a permanent nature shall also be secured and paid for by Owner.

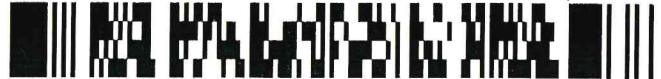
12. Protection. Owner, at its expense, shall continuously maintain adequate protection of all Improvements and adjacent properties from damage prior to acceptance by Woodland Park and shall protect Woodland Park's property from injury and loss arising in connection with this Agreement. Owner shall make good any such damage, injury or loss except such as may be caused directly by authorized agents or employees of Woodland Park. Owner shall adequately protect adjacent properties and shall



provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

13. Indemnification and Insurance.

- a. Indemnification by Contractors. Any contractor employed by the Owner who performs work within rights-of-way or easements dedicated to the City or within other property owned by the City shall indemnify and hold harmless the City of Woodland Park, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Owner within City rights-of-way, easements or other property, if such part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, including legal assistant's fees whether or not any such liability, claims, or demands alleges are groundless, false, or fraudulent.
- b. Insurance Required. Any contractor employed by the Owner to perform work within rights-of-way or easements dedicated to the City or within any other property owned by the City, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands or other obligations to be assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- c. Nature and Amounts of Insurance. Any contractor employed by the Owner to perform work within rights-of-way and easements dedicated to the City or other property owned by the City shall procure and maintain and shall cause any subcontractor or such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - i. Workers Compensation Insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
 - ii. General Liability Insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.



- iii. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of the contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the City's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.
- d. The policies required by this Agreement shall be endorsed to include the City of Woodland Park and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess any not contributory insurance to that provided by the Owner's contractors. No additional insured endorsement to the General Liability Insurance policy required herein shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.
- e. Upon request by the City, the Owner shall provide the City with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
- f. Indemnification by Owner. In addition to the indemnification required by the foregoing, the Owner hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding City officers, agents or employees, in connection with, or on account of the performance of work within the Project and elsewhere by such parties, or their agents, contractors or employees pursuant to this Agreement and on behalf of and/or at the Owner's request. The Owner further agrees to aid and defend the City in the event that the City is named as a defendant in any action concerning the performance of work by the Owner, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Owner. The Owner shall not be considered an agent or employee of the City for any purpose.
- g. Governmental Immunity. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-1-101, *et. Seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

14. Work Specifications. All work done under this Agreement shall be done to the lines, grades, and elevations shown on the plans, drawings and specifications approved by Woodland Park. Owner shall keep Woodland Park informed, a reasonable time in advance, of the times and places at which it wishes to undertake construction, in order that lines and grades may be furnished and necessary measurements for record may be made with a minimum of inconvenience to Woodland Park and of delay to Owner. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by Woodland Park, may be ordered removed and replaced at Owner's cost and expense. All stakes, benchmarks, and other survey points shall be preserved by Owner. In case of their destruction by Owner or its employees, they will be replaced at Owner's expense.



15. Inspections. The Public Works Director of Woodland Park ("Director") shall be designated by Woodland Park to exercise authority on its behalf under this Agreement and to see that this Agreement is performed according to its terms. Work under this Agreement may, without cost or claim against Woodland Park, be suspended by the Director for Good Cause.

- a. The Director shall, within a reasonable time after their presentation to him/her, make decisions in writing on all claims of Owner and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement, the plan, drawings and specifications. All such decisions of the Director shall be final.
- b. The Director shall make all determinations of amounts and quantities of work performed hereunder. To assist in this work, Owner shall make available for inspection any records kept by Owner.
- c. The Director and his authorized representatives shall have free access to the work at all times, and Owner shall furnish them with facilities for ascertaining whether the work being performed, or the work which has been completed, is in accordance with the requirements of the Agreement.
- d. The Director will make periodic observations of construction (sometimes commonly referred to as "supervision"). The purpose of these observations and construction checking is to determine the progress of the work and to see if the work is being performed in accordance with the plans, drawings and specifications. He/She will in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. Inspections may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. The Director will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Owner. The Director will have authority to reject defective material and to suspend any work that is being done not in compliance with applicable plans and City standards and engineering specifications, subject to the final decision of Woodland Park.
- f. Prior to commencement of construction, Owner shall designate a representative with authority to speak for Owner with whom City's Director shall communicate on matters provided for in this Paragraph.
- g. Owner agrees to pay to Woodland Park a reasonable fee for the examination of plans and the interim and final on-site inspections of the work, not to exceed the reasonable fees normally charged in Woodland Park for similar examinations and inspections.

16. Quality of Work. If substandard material, not conforming to the requirements of the plans, drawings and specifications as approved by Woodland Park, has been delivered to the Project, or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced as directed by the Director at the expense of Owner.

- a. All materials shall be subject to examination and testing at any time during manufacture. The right is reserved to reject defective materials during manufacture or before they have been incorporated into the work. If Owner fails to replace rejected materials, Woodland Park may replace them or correct defective work and charge the cost thereof to Owner. Any failure to



earlier detect defective material or workmanship shall not impair Woodland Park's right to a finally completed project.

- b. If the specifications, the Director's instructions or laws of any public authority require any work to be specially tested or approved, Owner shall give the Director timely notice of its readiness for inspection, and if the inspection is by another authority than the Director, provide the date fixed for such inspection. Inspections by the Director shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Director, it must, if required by the Director, be uncovered for examination at Owner's expense.
- c. Reexamination of questioned work or materials may be ordered by the Director and, if so ordered, the work or materials must be uncovered by Owner. If such work or materials be found in accordance with this Agreement and the plans, drawings and specifications as approved by Woodland Park, Woodland Park shall pay the cost of reexamination, replacement and restoration of the site. If such work or materials be found not in accordance with this Agreement and the plans, drawings and specifications as approved by Woodland Park, Owner shall pay such cost.
- d. The Director may order Owner to suspend work that may be damaged or endangered by climatic conditions. When adverse climatic conditions are unusual and extensive, an extension of time may be granted Owner by the Director.

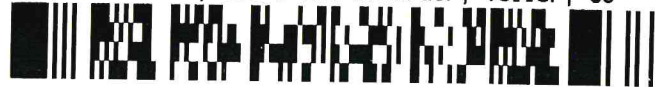
17. Completion. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify Woodland Park that all work under the Agreement has been completed, and Woodland Park will, within ten (10) business days after such notice, weather permitting, make the final inspection.

18. Water and Sewer. Owner shall pay all costs and expenses for construction of the water distribution and sewer collection systems installed to serve the Project. These costs shall include the utilities study, survey, preliminary design, final design, construction, construction inspection, and the preparation of as-built drawings and reasonable administrative and legal expenses attributable to the water and sewer Improvements to be constructed.

19. Dedication. Owner shall dedicate all parks, open space, streets, and easements as required by the Woodland Park Municipal Code.

20. Concurrent Construction, Noise Restrictions and Occupancy. To accommodate the Owner's schedule the following modifications are permitted for this project:

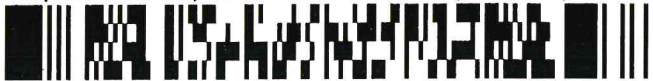
- a. Prior to the execution of this SDA, Owner shall be permitted to commence grading work upon and pursuant to the parameters of a duly issued and approved grading permit from the City. Pursuant to Woodland Park Municipal Code section 18.40.180 – Security required, a separate financial guarantee must be provided for that grading permit.
- b. With an approved building permit from Pikes Peak Regional Building Department, the Owner is authorized to begin construction of the building on Lot 1 concurrently with the construction of the Public Improvements authorized in this agreement.
- c. The following are required before a Certificate of Occupancy for said building on Lot 1 will be issued:



- i. The final plat must be recorded; and
 - ii. Consistent with Section 8 of this Agreement and Section 1.3.7.2 of the Woodland Park Engineering Specifications, all Improvements must have received initial acceptance. As it relates to Improvements located on Lot 1 or that are necessary for access to Lot 1 from adjacent public rights-of-way that are under the Colorado Department of Transportation (CDOT) jurisdiction, the City will not issue a Certificate of Occupancy (CO) until an approved access permit is issued by the CDOT and conditions of that permit which are related to the CO are met.
- d. Noise prohibitions as outlined in Section 9.41 of the Municipal Code are hereby modified to accommodate construction as follows: construction noise is permitted from 6:00 AM to 10:00 PM, seven days per week, beginning with the date of this agreement and ending on May 31, 2025, unless otherwise extended by the City Manager.

21. Warranty and Guarantee. Owner hereby warrants and guarantees to Woodland Park that the Improvements will be free of all defects in design, materials and construction, and will remain serviceable for the period of time as designated and required within the City of Woodland Park Engineering Specifications, 1.3.7.2, which states that a "one (1) year warranty period shall commence on the date of Initial Acceptance. A two (2) year or extended warranty period may be necessary as determined by the City Engineer or appointed representative especially as it relates to drainage facilities, revegetation and erosion control, or when construction failures have occurred during the one (1) year warranty period."

- a. Owner warrants that upon acceptance of the Improvements by Woodland Park title to all work performed and materials and equipment furnished will pass to City free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed and materials and equipment furnished are new; of good quality; free from all faults and defects not inherent to the quality required; in compliance with the Engineering Specifications unless otherwise specified; and were undamaged when installed. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective.
- c. If, within the applicable timeframe after the date of acceptance of the Improvements by Woodland Park, any work, materials or equipment is found to be defective or deficient Owner shall, without cost to City and in accordance with City's written instructions, correct it promptly after receipt of a written notice from City.
- d. The applicable warranty and guarantee period shall be extended for work first performed and materials and equipment furnished after acceptance of the affected Improvements by the City including any remedial effort performed within the stated warranty and guarantee period. The warranty and guarantee period shall be two years after the date of performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty and guarantee beyond the initial period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond in a timely manner, then without prior written notice to Owner or prejudice to any other rights or remedies, City may act immediately to prevent threatened damage, injury or loss. In addition, if Owner fails to



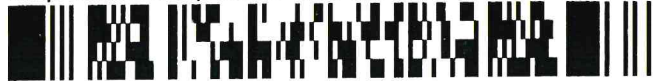
promptly correct any defect or deficiency where notice has been given to Owner, City may undertake the necessary remedial effort. In either event Owner shall promptly reimburse City for all costs. Nothing contained herein shall impose any duty upon City to act for Owner in an emergency.

- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by City. The establishment of all warranty and guarantee periods relate solely to Owner's obligation to correct the Work and shall not be construed to create a period of limitation for commencement of any legal proceedings.

22. Cost Estimate. In order to secure the construction and installation of the Improvements, Owner shall estimate the construction costs of Improvements to be installed, which shall be approved by the City Engineer or appointed representative. The purpose of said cost estimates is for determining the amount of security, and may be revised from time to time to reflect actual costs and where approved by the City. Owner agrees to pay the actual costs of the Improvements.

23. Security and Improvement Guarantee. Prior to commencing construction as authorized by this agreement, Owner shall furnish to the City adequate cash, performance bonds, irrevocable letters of credit, or other security which bonds, letters of credit or other security shall be furnished, in a form acceptable to the City, in an amount equal to one hundred fifty percent (150%) of the construction cost of all Improvements (including landscaping such as trees and vegetation within the right-of-ways, public improvement easements and parking areas) estimated by the Owner and approved by the Engineer or appointed representative. Owner shall obtain, place and keep current with the City such security and improvement guarantee for the purpose of guaranteeing to the City the installation, interim maintenance and final acceptance of all improvements in accordance with this Agreement, the Subdivision Regulations, Engineering Specifications, Zoning Code, and all other applicable ordinances of the City. Such security and improvement guarantee requirements are more fully set forth in Chapter 17.28 of the Woodland Park Municipal Code, as well as Section 10 of the "Woodland Station Development Agreement."

- a. From time to time, as work to be performed and improvements to be installed/constructed progresses, the Owner may request in writing that the City inspect such work and improvements as are completed and that corresponding reductions of the collateral be granted. When the City is satisfied that such work and improvements as are specified by the Owner have been completed in accordance with the terms hereof, the City Engineer or appointed representative will submit his statement that he has no objection to the partial reduction of so much of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed/constructed pursuant to this Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than one hundred fifty percent (150 percent) of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the City and the Owner agree that upon satisfactory completion of all required public improvements, all remaining collateral shall be released by the City to the Owner.
- b. In order to obtain any releases of the collateral, the Owner shall be required to submit to the City satisfactory documentation confirming proof of payment for contractor services, materials, professional services and other expenditures related to the installation/construction of the applicable public improvements.



- b. For purposes of this Agreement and financial security for the performance of Improvements, the term "Owner" shall include Owner, its agents and employees, including any contractor or subcontractor employed or engaged by Owner, or any agent or employee of Owner for the purposes of designing or constructing any Owner Improvement.

24. Reserved.

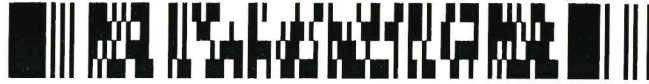
25. CDOT Required Improvements. Any and all improvements required by the Colorado Department of Transportation (CDOT) to be constructed by the Owner to Hwy 24 shall be governed and controlled by those agreement(s) between the Owner and CDOT. This includes, but is not limited to, any security or guarantee requirements and specifications, traffic studies, and design waivers. Additionally, the timing of constructing said improvements and of the process shall be determined by CDOT, not the City of Woodland Park. City will not interfere or obstruct Owner's requests for timing of construction of CDOT required improvements. The Parties acknowledge that CDOT's requirements and approvals may impact City approved plans, and may require additional amendments to City-approved construction documents and Engineering Plans, and additionally may impact the specifics in Section 3.c. of this Agreement.

26. Notice. When any faulty condition in the Improvements is found, Woodland Park shall serve notice to Owner and/or its surety or issuer of this condition. Upon receipt of said notice, Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to Woodland Park. The expiration date for the repaired or replaced work shall be the same as that for the warranty on the original work. In the event Owner fails to make such repairs or replacements, Woodland Park shall have the right to do so in the manner described in Chapter 17.28 of the Woodland Park Municipal Code and this Agreement. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

27. Acceptance of Improvements. Except as provided herein, Woodland Park shall not accept responsibility for maintenance of any Improvement until completion of such Improvement and final acceptance thereof by Woodland Park. Upon application by Owner for a Certificate of Completion, and provided all of the payments and other performances herein agreed to be made and performed by Owner have been made and completed, Woodland Park will issue said Certificate of Completion, and except for defects appearing within two years after the date of such Certificate, will thereby release Owner from all further liability hereunder as to such completed Improvements and all unused security provided by Owner shall be released. Upon issuance of said Certificate of Completion, all Improvements specified in such Certificate shall be deemed approved and accepted by Woodland Park, whereupon such specified Improvements shall be owned and maintained by Woodland Park.

28. Remedies.

- a. **Default; Notice; Termination.** In the event of any violation, default or breach by the Owner of an applicable covenant, term, conditions, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing, this Agreement may be forthwith terminated, at the option of the City. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly adopted by the City Council. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.
- b. **Legal Action.** The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the rights of specific performance. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees or the reasonable value of a salaried attorney's time.



- c. Other Remedies Available to the City. In the event the Owner fails to construct any public or other required on-site and off-site Improvements in accordance with the terms and conditions of this Agreement, following the issuance of the guarantee as set forth in this Agreement, the City may exercise any of the remedies set forth in this Agreement or in Chapter 17.28 of the Woodland Park Municipal Code. Alternatively, the City may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent developer or a lender who has acquired the Project by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements.
- d. In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Public Improvements, the City may revoke any or all certificates of occupancy relating to the development, may revoke the plat or other final development approval, and may refuse to further process any site development application for property owned, in whole or in part, by Owner.

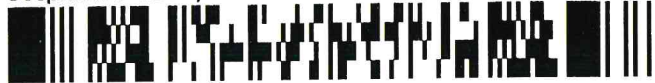
29. Applicable Law. This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Woodland Park Municipal Code, Chapter 17 of the Woodland Park Municipal Code, and other applicable laws, rules and regulations. Where conflict exists between this Agreement and any other controlling laws, the more stringent provisions shall apply.

30. Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the state of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

31. Complete Agreement. This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

32. Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder for Teller County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale of the property or portions thereof; provided however, that any successor, grantee or assignee of Owner shall be bound hereby, and this document shall have been recorded and serve as a covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the City of Woodland Park. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the property. Owner shall notify Woodland Park in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer.

33. Effective Date. The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Teller County, Colorado.



34. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

35. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

36. Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF WOODLAND PARK, a Colorado municipal corporation

By: [Signature], Mayor

ATTEST:

[Signature] City Clerk

[OWNER]

By: [Signature]

Title: MANAGING MEMBER

State of Colorado)
) ss.
County of Teller)

Acknowledged before me this 14th day of October, 2024, by Derek Waggoner,
of TAVA HOUSE PROPERTIES, LLC

WITNESS my hand and official seal.

My Commission Expires: 04/25/2028

[Signature]

Notary Public

[SEAL]

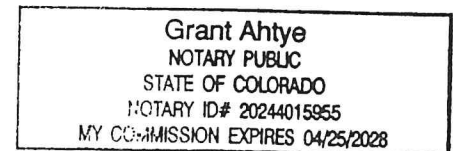


EXHIBIT A
Legal Description

[ATTACHED]



EXHIBIT A

Legal Description – Parcel A

A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. [632409](#) OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND SITUATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 24 (PER THE HUNT ADDITION MONUMENTATION), AS MONUMENTED BY A 7/8" O.D. IRON PIPE BEARS S85°45'53"W, A DISTANCE OF 1280.37 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S85°45'53"W ALONG THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 621.35 FEET TO A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 28965";

THENCE N00°17'34"E, A DISTANCE OF 641.83 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT OF WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842";

THENCE N83°29'30"E ALONG THE SOUTH LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT OF WAY, A DISTANCE OF 246.46 FEET TO THE NORTHWESTERLY CORNER OF CENTER STREET AS SHOWN ON THE PLAT OF WOODLAND STATION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. [656444](#) OF SAID COUNTY RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID WOODLAND STATION FILING NO. 1 THE FOLLOWING TWO (2) COURSES;

1.) THENCE S06°34'56"E, A DISTANCE OF 326.72 FEET;

2.) THENCE N83°30'09"E, A DISTANCE OF 338.17 FEET TO THE SOUTHEAST CORNER OF SAID WOODLAND STATION FILING NO. 1, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK STREET;

THENCE S00°19'53"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.57 FEET TO THE POINT OF BEGINNING.

COUNTY OF TELLER, STATE OF COLORADO.

The above legal description as prepared by:
Eric Simonson, Colorado P.L.S. No. 38560
for and on behalf of Rampart Surveys, LLC
P.O. Box 5101
Woodland Park, CO 80866



LEGAL DESCRIPTION: - Parcel B

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 666589 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 666589, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 758489 OF SAID COUNTY RECORDS AND A POINT ON THE SOUTHERLY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT-OF-WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842" FROM WHICH THE SOUTHEAST CORNER OF SAID RECEPTION NO. 666589, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, VECTRA BANK SUBDIVISION, AS RECORDED UNDER RECEPTION NO. 621755 OF SAID COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF SAID RECEPTION NO. 758489, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" BEARS S00°17'34"W, A DISTANCE OF 200.09 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S00°17'34"W ALONG THAT LINE COMMON TO SAID RECEPTION NO. 666589 AND SAID RECEPTION NO. 758489, A DISTANCE OF 200.09 FEET TO THE SOUTHEAST CORNER OF SAID RECEPTION NO. 666589, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 2;

THENCE S83°29'14"W ALONG THAT LINE COMMON TO SAID RECEPTION NO. 666589 AND SAID LOT 2 A DISTANCE OF 15.61 FEET;

THENCE N00°17'34"E, A DISTANCE OF 200.09 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT-OF-WAY;

THENCE N83°29'14"E ALONG THAT LINE COMMON TO SAID RECEPTION NO. 666589 AND SAID SOUTHERLY LINE, A DISTANCE OF 15.61 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,101 SQUARE FEET (0.07 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:
ERIC SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920



Stephanie Kees, Clerk and Recorder, Teller, CO

Parcel B - EXHIBIT

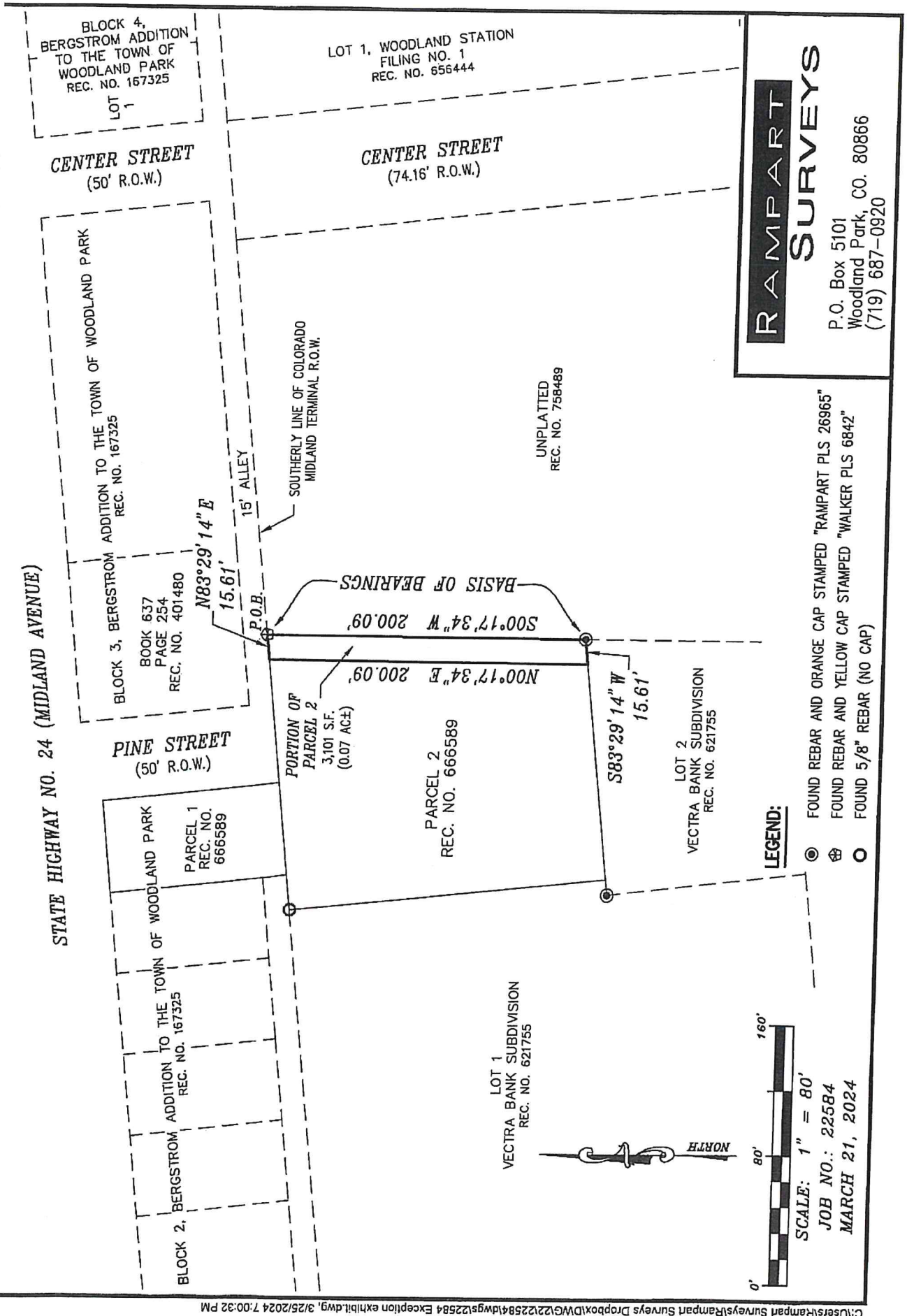


EXHIBIT B
Quantities and Costs Estimate

[ATTACHED]

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Unit Total</u>
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ENGINEER'S COST ESTIMATE
WOODLAND STATION FIL. NO. 2 PUBLIC IMPROVEMENTS
DEVELOPER: TAVA HOUSE PROPERTIES, LLC
PROJECT NAME: Woodland Station Filing No. 2

Includes Improvements within Saddle Club Avenue, South Pine Street, and Bergstrom Alley ROW

DATE: 9/27/2024

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
DEMOLITION			
1. Sawcut Full Depth	150 LF	\$ 4.00 /LF	\$600
2. 4" Asphalt Removal	780 SF	\$ 2.00 /SF	\$1,560
3. C&G and Cross Pan Removal	140 LF	\$ 4.00 /LF	\$560
4. Sidewalk	216 SF	\$ 2.00 /SF	\$432
STREET IMPROVEMENTS			
5. Curb & Gutter (6" Vertical)	1,176 LF	\$ 23.00 /LF	\$27,048
6. Asphalt Curb	514 LF	\$ 15.00 /LF	\$7,710
7. 4" Asphalt Pavement	3,261 SY	\$ 25.00 /SY	\$81,525
8. Regulatory Sign	17 EA	\$ 392.00 /EA	\$6,664
9. Street Name Sign	2 EA	\$ 100.00 /EA	\$200
10. Barricade - Type 3	2 EA	\$ 259.00 /EA	\$518
11. Thermoplastic Pavement Markings	286 SF	\$ 30.00 /SF	\$8,580
12. Sidewalk	3,826 SF	\$ 8.00 /SF	\$30,608
13. Pedestrian Ramp	7 EA	\$ 1,500.00 /EA	\$10,500
14. Cross Pan	71.0 LF	\$ 79.00 /LF	\$5,609
15. Retaining Wall	180.0 SF Face	\$ 50.00 /SFF	\$9,000
16. Mobilization and Traffic Control	1.0 LS	\$ 10,000.00 /LS	\$10,000
STORM SEWER			
17. Reinforced Concrete Box Culver (6'x6')	24.0 LF	\$ 1,000.00 /LF	\$24,000
18. Concrete Headwall & Wingwalls	22.0 CY	\$ 1,800.00 /CY	\$39,600
19. 18" Reinforced Concrete Pipe	282.0 LF	\$ 82.00 /LF	\$23,124
20. Curb Inlet (5' Type R)	2.0 EA	\$ 7,212.00 /EA	\$14,424
21. Storm Sewer Manhole (Slab Base)	1.0 EA	\$ 8,322.00 /EA	\$8,322
SANITARY SEWER			
22. 8" PVC Sanitary Sewer Main	326.0 LF	\$ 80.00 /LF	\$26,080
23. Sanitary Sewer Manhole	3.0 EA	\$ 5,000.00 /EA	\$15,000
WATER MAIN			
24. 8" PVC Water Main	644.0 LF	\$ 100.00 /LF	\$64,400
25. 6" PVC Fire Hydrant Lateral	34.0 LF	\$ 80.00 /LF	\$2,720
26. Fire Hydrants	3.0 EA	\$ 6,000.00 /EA	\$18,000
27. Fittings (Tees, Bends)	14.0 EA	\$ 3,000.00 /EA	\$42,000
28. 8" Valves	11.0 EA	\$ 2,418.00 /EA	\$26,598
29. 6" Valves	3.0 EA	\$ 2,200.00 /EA	\$6,600

TOTAL

\$511,982

Cost Opinion Prepared By: David L. Mijares

Date: 9.27.24

Approved by Petitioner: [Signature]

Date: 9.22.24

Approved by [Signature]

Date: 10/22/24

This opinion of probable cost is made on the basis of experience and qualifications and represents Catamount Engineering's best judgment as an experienced and qualified professional firm, familiar with the construction industry. Catamount Engineering cannot and will not guarantee that actual construction costs will not vary from this opinion of probable cost.



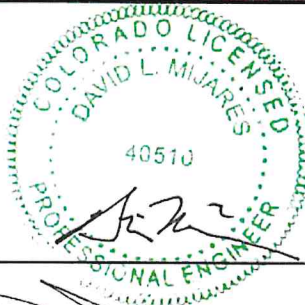
ENGINEER'S COST ESTIMATE
WOODLAND STATION FIL. NO. 2 PRIVATE IMPROVEMENTS
DEVELOPER: TAVA HOUSE PROPERTIES, LLC
PROJECT NAME: Woodland Station Filing No. 2

Includes improvements within the private portion (parking) of Bergstrom Alley

DATE: 7/10/2024

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
STREET IMPROVEMENTS			
1. Curb & Gutter (6" Vertical)	219 LF	\$ 23.00 /LF	\$5,037
2. Curb & Gutter (Zero Face)	63 LF	\$ 23.00 /LF	\$1,449
3. 4" Asphalt Pavement	282 SY	\$ 25.00 /SY	\$7,050
4. Regulatory Sign	2 EA	\$ 392.00 /EA	\$784
5. Street Name Sign	2 EA	\$ 100.00 /EA	\$200
6. Sidewalk	5,425 SF	\$ 8.00 /SF	\$43,400
7. Pedestrian Ramp	1 EA	\$ 1,500.00 /EA	\$1,500

TOTAL \$59,420



Cost Opinion Prepared By: [Signature] Date: 9.27.24

Approved by Petitioner: [Signature] Date: 9.27.24

Approved by [Signature] Date: 10/22/24

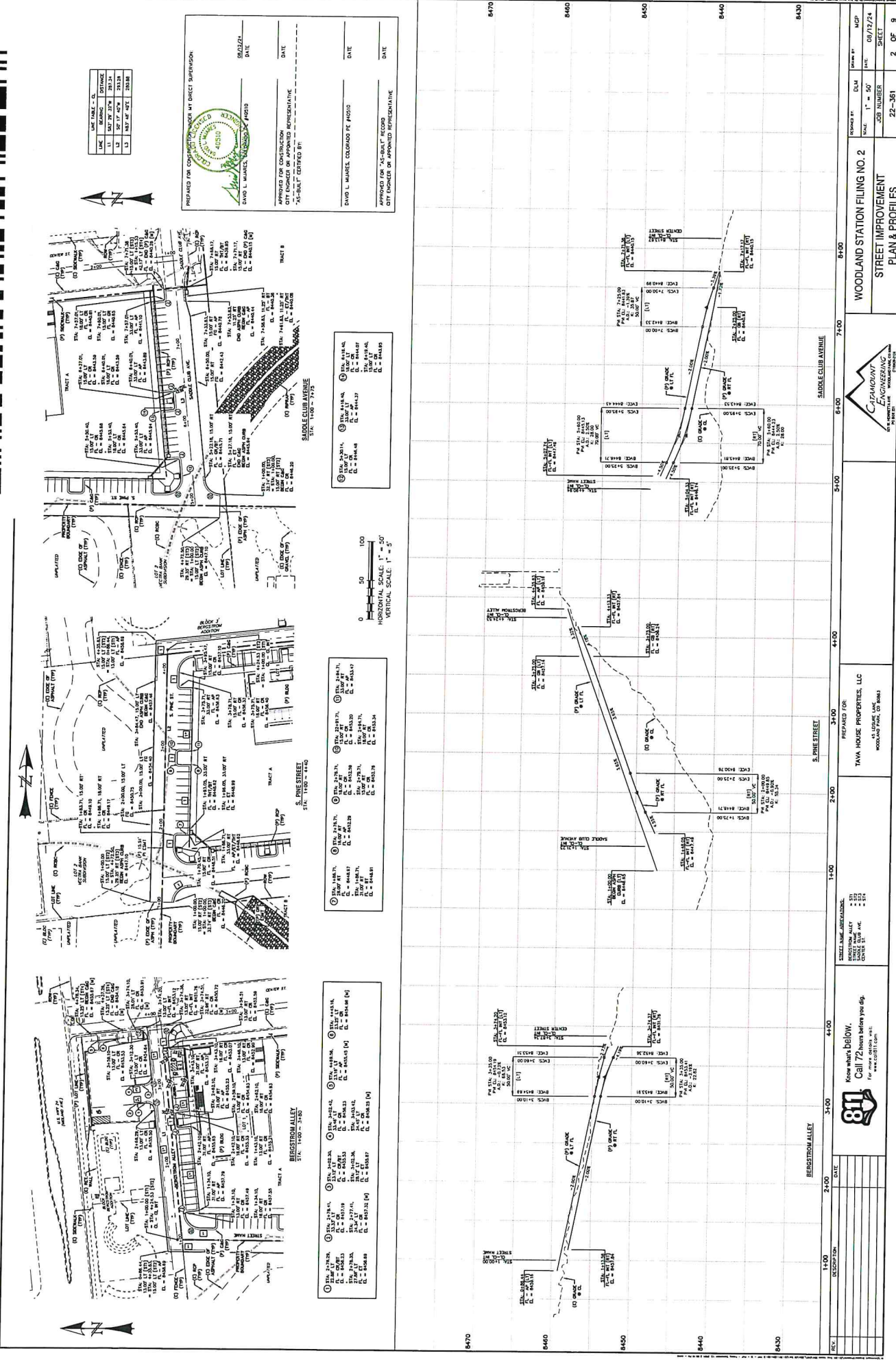
This opinion of probable cost is made on the basis of experience and qualifications and represents Catamount Engineering's best judgment as an experienced and qualified professional firm, familiar with the construction industry. Catamount Engineering cannot and will not guarantee that actual construction costs will not vary from this opinion of probable cost.

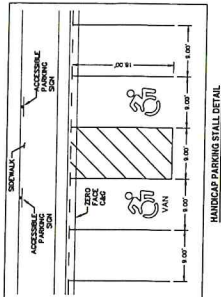
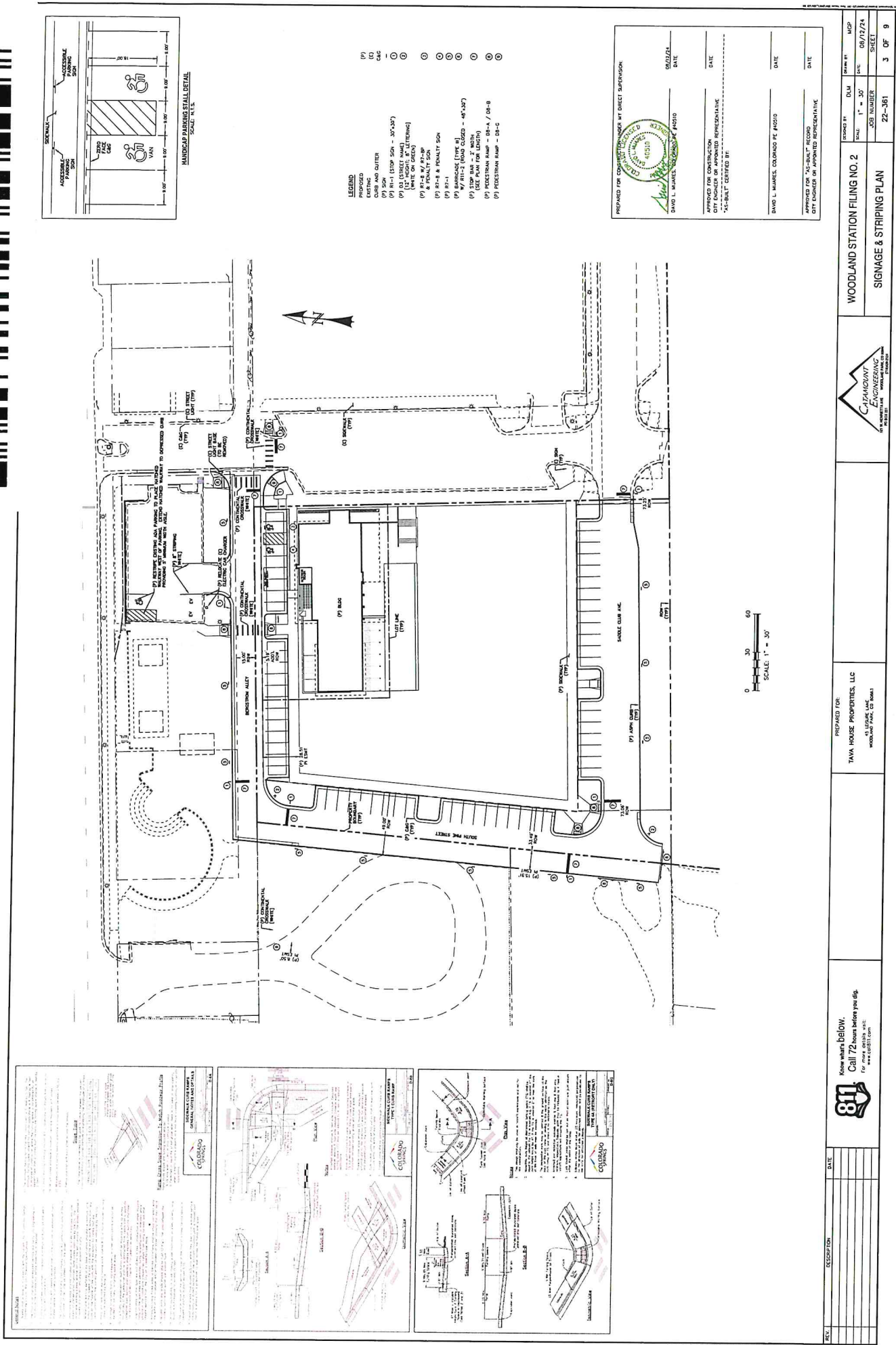
768975 Page 20 of 38
10/23/2024 08:39 AM Fees: \$198.00 Doc Fee:
Stephanie Kees, Clerk and Recorder, Teller, CO



EXHIBIT C
Improvements Location Map

(showing Public Improvements and private improvements)
[ATTACHED]





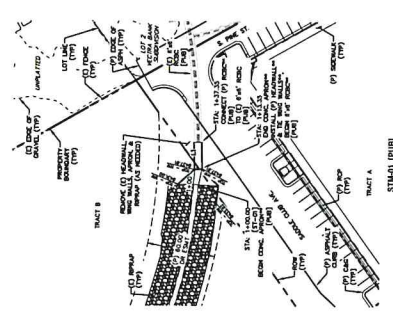
- LEGEND
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PREPARED FOR: COMMISSIONER OF PUBLIC WORKS
CITY OF COLORADO SPRINGS
CITY ENGINEER: DAVID L. MARKE, COLORADO PE #40510
DATE: 10/23/2024

APPROVED FOR: [Signature]
CITY ENGINEER: DAVID L. MARKE, COLORADO PE #40510
DATE: 10/23/2024

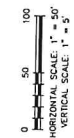
APPROVED FOR: [Signature]
CITY ENGINEER: DAVID L. MARKE, COLORADO PE #40510
DATE: 10/23/2024

811	Know what's below. Call 72 hours before you dig. For more details, visit: 811-COLORADO.ORG	PREPARED FOR: TAVA HOUSE PROPERTIES, LLC 1010 LUGAN LANE WOODLAND PARK, CO 80841	WOODLAND STATION FILING NO. 2 SIGNAGE & STRIPING PLAN	WOOD DATE: 08/17/24 SHEET 3 OF 9
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LINE	BEARING	DISTANCE
1	N 81° 52' 34" E	23.17
2	S 89° 00' 00" E	23.17
3	S 89° 00' 00" E	23.17
4	N 81° 52' 34" E	23.17

NOTE:
* THE LOCATION OF ALL EXISTING
MANHOLES AND STORM DRAIN
SEGMENTS IS INDICATED BY
-- SEE DETAILS ON SHEET 8.



- STORM DRAIN CONNECTION NOTE
- CUT HOLE IN STORM MANHOLE.
 - HOIST CONNECTING PIPE.
 - REMOVE EXISTING PIPE FROM HOLE.
 - GRADE (NON-SHOWN) SEAL AROUND
CONNECTING PIPE.

PREPARED FOR CONSTRUCTION BY DIRECT SUPERVISION

APPROVED FOR CONSTRUCTION
BY ENGINEER OR APPOINTED REPRESENTATIVE
"AS-BUILT" CERTIFIED BY:

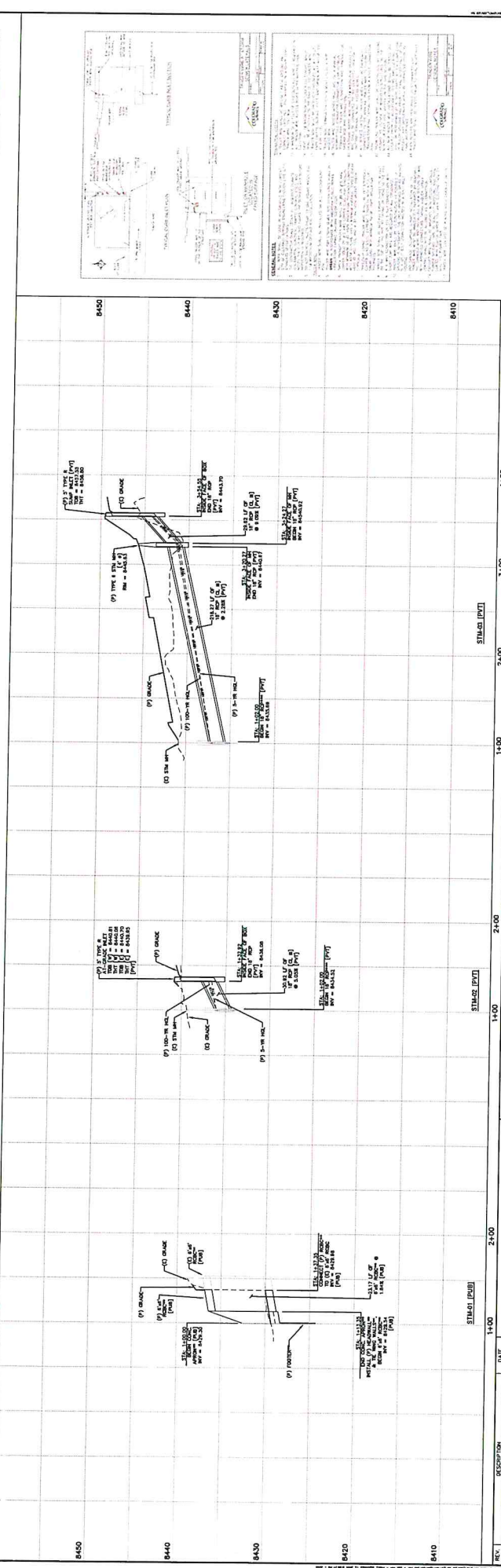
DAVID L. MARKE, COLORADO P.E. #40510

DATE: 09/12/24

DATE: _____

DATE: _____

DATE: _____



REV	DESCRIPTION	DATE

Know what's below.
Call 72 hours before you dig.
811

PREPARED FOR:
TAVA HOUSE PROPERTIES, LLC
4500 E. 14TH AVE.
WOODLAND PARK, CO 80840

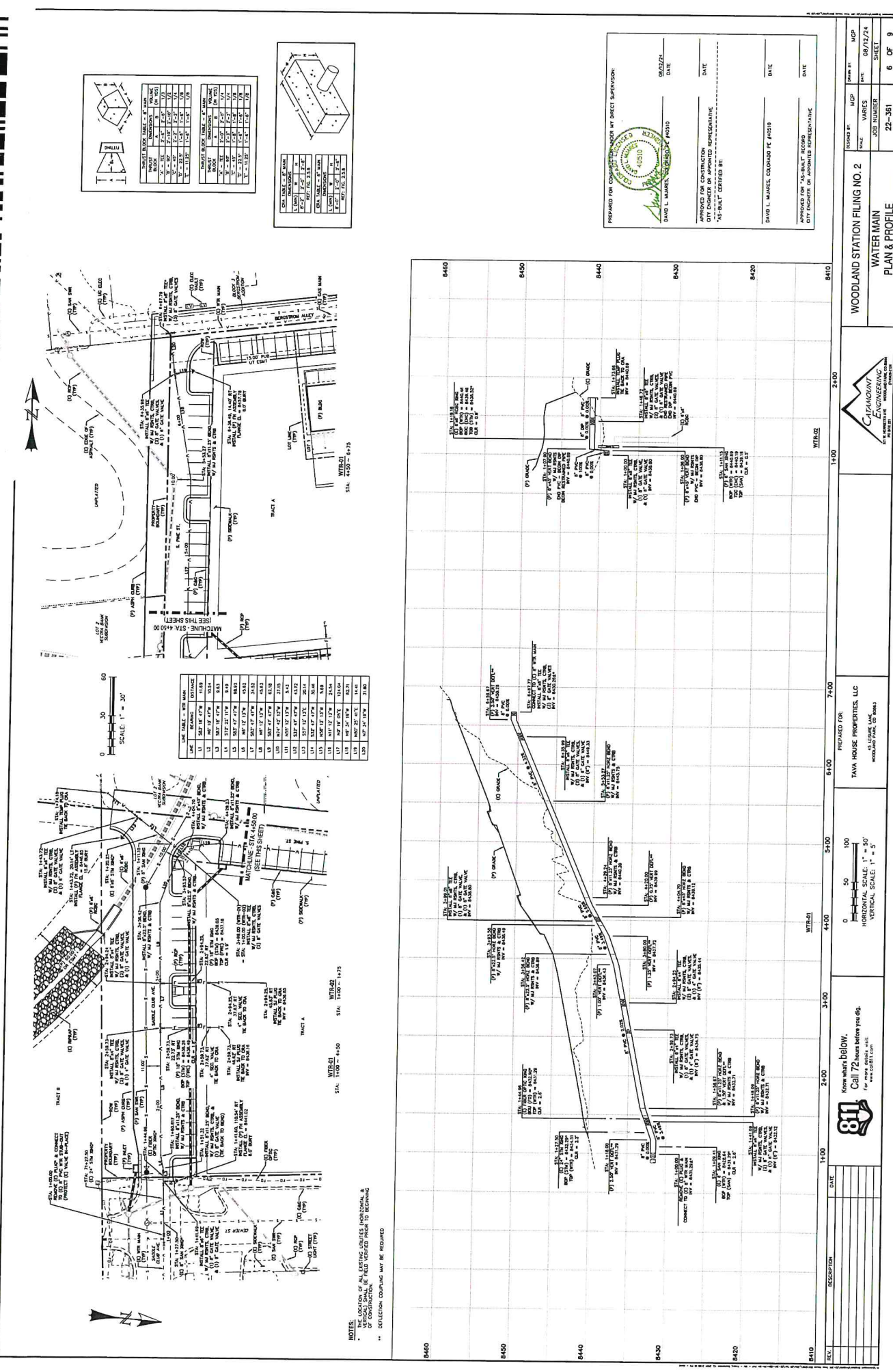
WOODLAND STATION FILING NO. 2

STORM SEWER
PLAN & PROFILES

SCALE: 1" = 50'

JOB NUMBER: 22-361

SHEET: 4 OF 9



LINE	BEARING	DISTANCE
1	S 87° 16' 17\"	1.00
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NOTES

1. LOCATION OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN SHALL BE FIELD VERIFIED PRIOR TO BEGINNING CONSTRUCTION.

2. EXISTING UTILITIES MAY BE REQUIRED.

PREPARED FOR: TAYA HOUSE PROPERTIES, LLC
14100 E. 14TH AVE., SUITE 100
DENVER, CO 80231

DATE: 10/23/2024

DESIGNED BY: MJP

CHECKED BY: MJP

APPROVED FOR CONSTRUCTION: [Signature]

APPROVED FOR "AS-BUILT" RECORDS: [Signature]

DATE: 10/23/2024

DATE: 10/23/2024

DATE: 10/23/2024

DATE: 10/23/2024

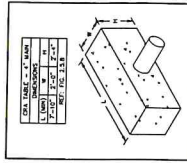
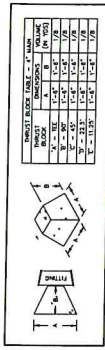
WOODLAND STATION FILING NO. 2

WATER MAIN

PLAN & PROFILE

22-361

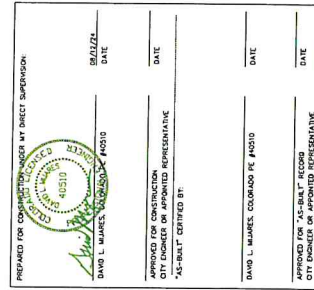
6 OF 9



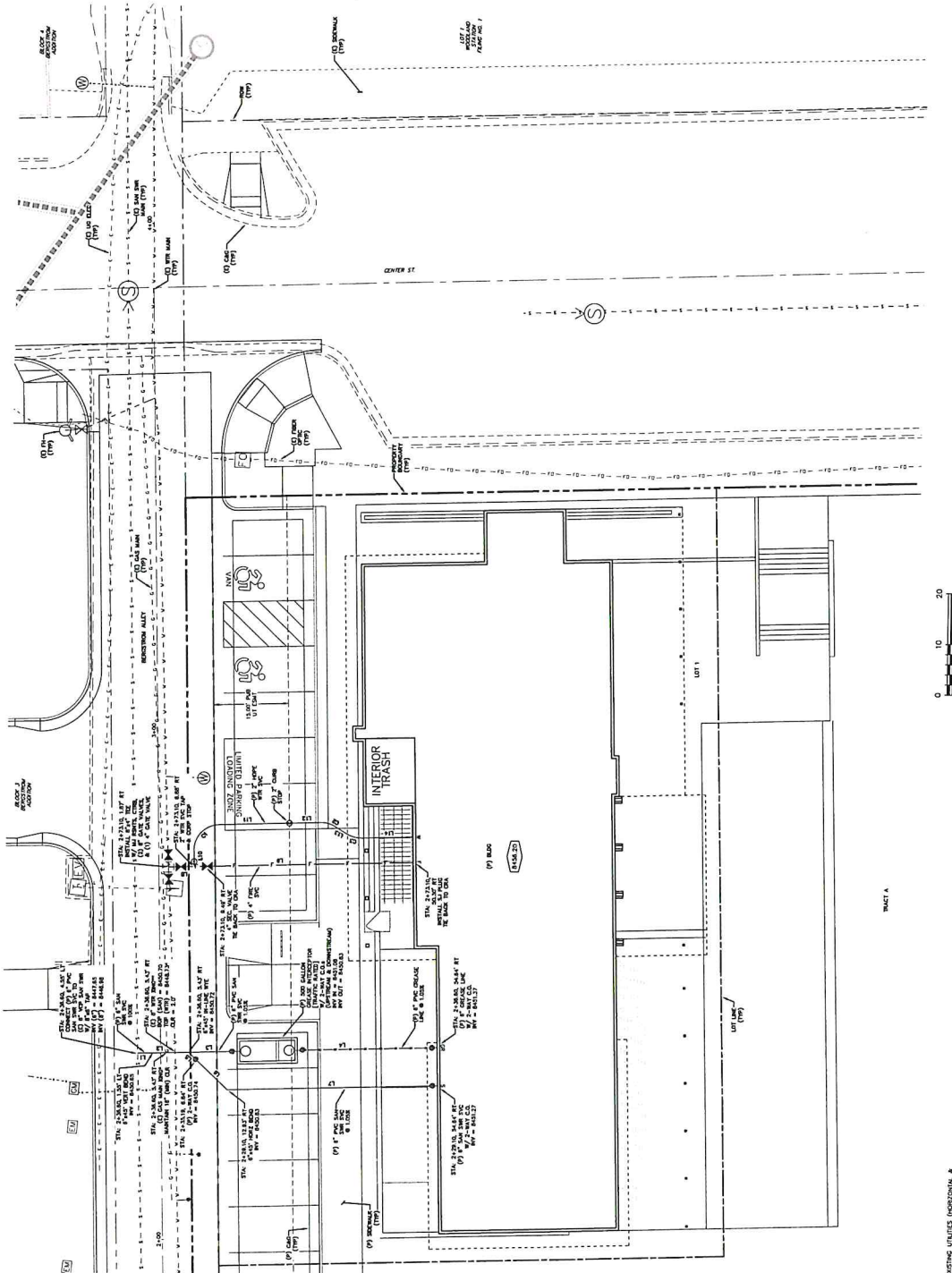
LINE TABLE - SAN TOME SVC		
LINE	BEARING	DISTANCE
1.1	S61°30'28"E	3.00
1.2	S61°30'28"E	8.98
1.3	S61°30'28"E	10.07
1.4	S61°30'28"E	28.14
1.5	S30°29'33"W	2.00
1.6	S30°29'33"W	8.61
1.7	S61°30'28"E	41.71

LINE	READING	DISTANCE
1.0	50' 30" 28.7°	7.61
1.8	50' 30" 28.7°	40.82
1.10	50' 30" 28.7°	3.18
1.11	50' 30" 28.7°	13.93
1.12	50' 30" 28.7°	8.25
1.13	538' 00" 29.9°	3.03
1.14	50' 30" 28.7°	10.30

CURVE	DELTA	RADIUS	LENGTH
C1	89°31'56"	5.00	7.64
C2	27°58'56"	5.00	2.85
C3	33°58'56"	5.00	2.85



ON FILING NO. 2	DESIGNED BY	MCP	DRAWN BY	MCP
	SCALE	1" = 10'	DATE	08/12/24
	JOB NUMBER	SHEET		
	22-361	7 OF 9		



NOTES:

- * THE LOCATION OF ALL EXISTING UTILITIES (HORIZONTAL & VERTICAL) SHALL BE FIELD VERIFIED PRIOR TO BEGINNING OF CONSTRUCTION.
- ** SANITARY SEWER SERVICE LINE TO BE SLEEVED CENTER TO LF OF 12" STEEL SLEEVE AT CROSSING.
- § WATER METER SIZE & LOCATION: 1 1/2" INSIDE

[illegible]

811 

Know what's below.
Call 72 hours before you dig.
For more details visit:
www.call811.com

PREPARED FOR:

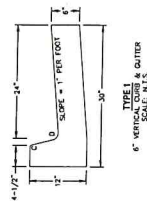
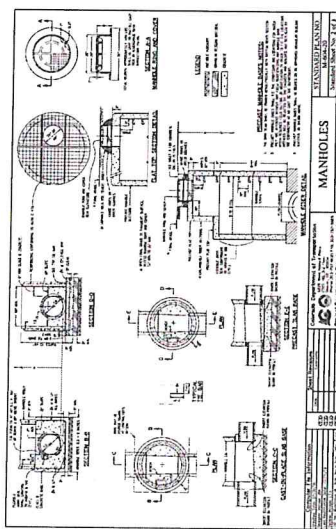
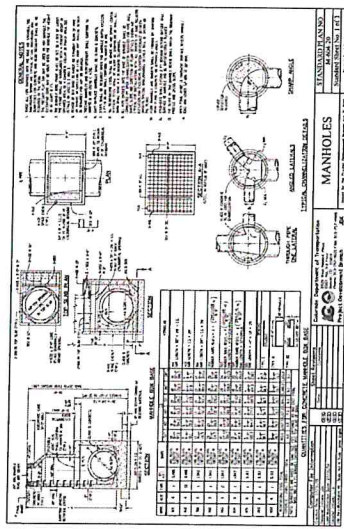
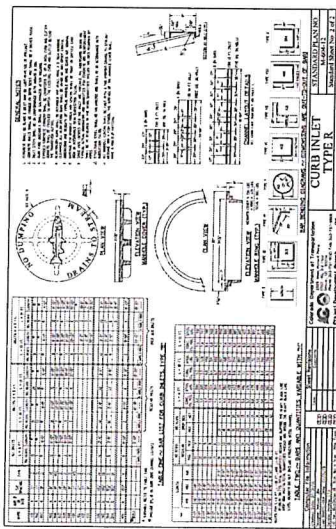
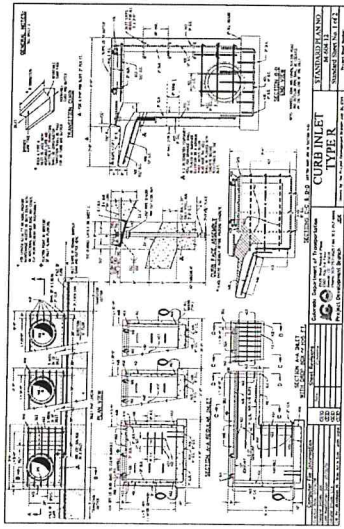
TAVA HOUSE PROPERTIES, LLC

43 LESURE LANE
WOODLAND PARK, CO 80663

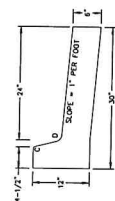


WOODLAND STATION FILING NO. 2

UTILITY SERVICE PLAN



TYPE 1
SCALE: N.T.S.



TYPE 2
SCALE: N.T.S.

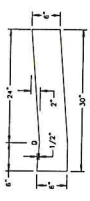
8" VERTICAL CURB & GUTTER (SPALL)

SCALE: N.T.S.

8" VERTICAL CURB & GUTTER (SPALL)

A = 1/4"

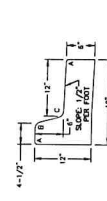
D = 1/2"



TYPE 3
SCALE: N.T.S.

ZERO FACE CURB & GUTTER

SCALE: N.T.S.



TYPE 4
SCALE: N.T.S.

MEAN CURB & GUTTER (SPALL)

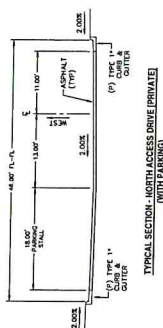
SCALE: N.T.S.



TYPE 5
SCALE: N.T.S.

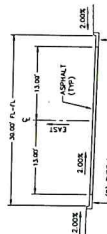
MEAN CURB & GUTTER (SPALL)

SCALE: N.T.S.



TYPICAL SECTION - NORTH ACCESS DRIVE PRIVATE

SCALE: N.T.S.



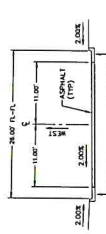
TYPICAL SECTION - SADDLE CURB AVENUE

SCALE: N.T.S.



TYPICAL SECTION - WEST ACCESS DRIVE PRIVATE

SCALE: N.T.S.

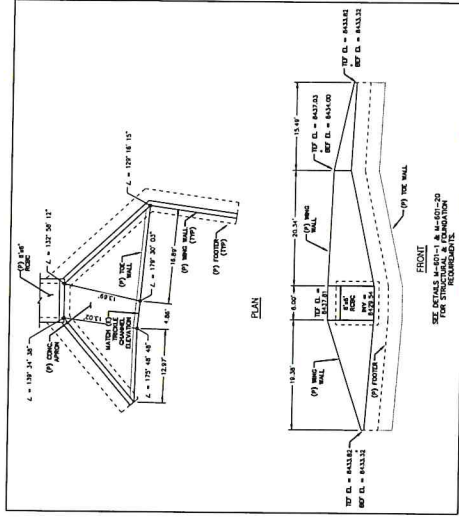
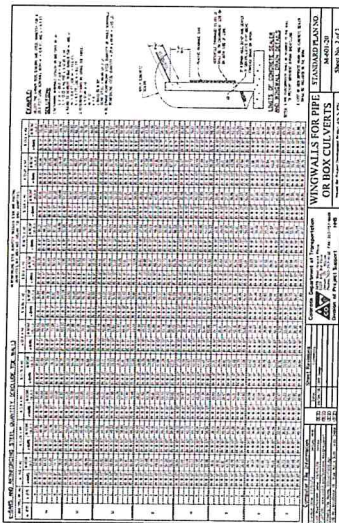
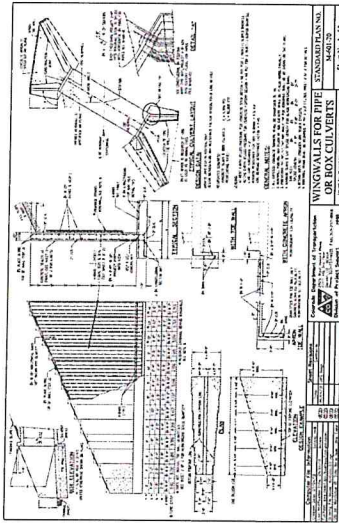
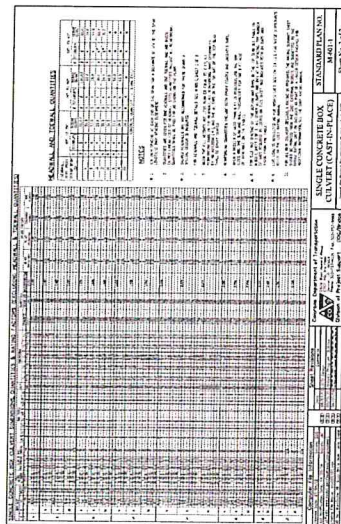
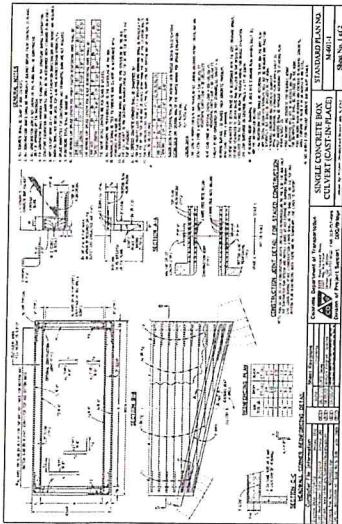


TYPICAL SECTION - NORTH ACCESS DRIVE PRIVATE

SCALE: N.T.S.

PREPARED FOR: COMMISSIONER OF HIGHWAYS
DATE: 06/21/24
DRAWN BY: DAVID L. MARSH, CIVIL ENGINEER, P.E.
CHECKED BY: [Signature]
DATE: 06/21/24
APPROVED BY: [Signature]
DATE: 06/21/24
CITY ENGINEER OF APPROVED REPRESENTATIVE
"AS-SHOWN" CERTIFIED BY: [Signature]
DATE: 06/21/24
DAVID L. MARSH, CIVIL ENGINEER, P.E.
APPROVED FOR "AS-SHOWN" RECORD
CITY ENGINEER OF APPROVED REPRESENTATIVE

811	Know what's below. Call 72 hours before you dig. For more details visit: 811-COLORADO.COM	PREPARED FOR: TARA HOUSE PROPERTIES, LLC 45 LUSK LANE WOODLAND PARK, CO 80841	WOODLAND STATION FILING NO. 2	RECORD BY: N/A DATE: 06/17/24 VARIABLES: 22-361 SHEET: 9 OF 9
DESCRIPTION	DATE		DETAIL SHEET	



REINFORCED CONCRETE BOX CULVERT HEAD WALL & WINGWALL DETAIL

PREPARED FOR: CANTAMOUNT ENGINEERING, INC. 40310
DATE: 08/17/24
DAVID L. MANNES, REGISTERED PROFESSIONAL ENGINEER, NO. 40310
CITY ENGINEER OR APPROVED REPRESENTATIVE
DATE: 08/17/24
DAVID L. MANNES, COLORADO P.E. #40310
DATE: 08/17/24
APPROVED FOR "AS-BUILT" RECORD
CITY ENGINEER OR APPROVED REPRESENTATIVE
DATE: 08/17/24

811	Know what's below. Call 72 hours before you dig. For more details visit: 811-COLORADO.COM	PREPARED FOR: TARA HOUSE PROPERTIES, LLC 15 LUGAN LANE WOODLAND PARK, CO 80860	WOODLAND STATION FILING NO. 2	WOODLAND STATION FILING NO. 2	ROBC DETAIL SHEET	22-361	9 OF 9
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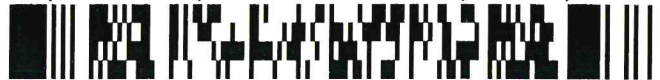


EXHIBIT D

**Letter from Arden Weatherford, member, Beer Garden Lane Development, LLC, entitled
“Authorization and Consent for Use and Dedication of Right-of-Way to the
City of Woodland Park for public infrastructure developed with Tava House Properties LLC
Subdivision Development Agreement”**

[ATTACHED]

Karen Schminke, AICP
Planning Director
City of Woodland Park
220 W. South Avenue
Woodland Park, CO 80863

July 29, 2024

RE: Authorization and Consent for Use and Dedication of Right-of-Way to the City of Woodland Park for public infrastructure developed with Tava House Properties LLC Subdivision Development Agreement, dated August 1, 2024.

Dear Karen,

I'm providing this letter to advise City Staff and subsequent City Committees or Commissions, that an agreement has been reached between the two properties currently in the Preliminary Plat process known as: 2023 TAVA House - Preliminary Plat (SUB2023-05). The Parcels and Parties involved are:

- Parcel ID 6329.241000120 (commonly known as the old AmeriGas site) – Beer Garden Lane Development, LLC (BGLD)
- Parcel ID 6329.241000150 (commonly known as Woodland Station) – THP Properties, LLC (THP)

Beer Garden Lane Development, LLC and its Members hereby grant consent to Tava House Properties, LLC and their contractors to access the BGLD property as necessary to install public improvements associated with the Subdivision Development Agreement approved and dated August 1, 2024. Such access is for purposes of constructing the improvements in the cross hatched area identified on the attached exhibit, but does not include general storage of materials or equipment on the rest of the property. Such access and public utilities improvements construction shall begin on or about August 2, 2024.

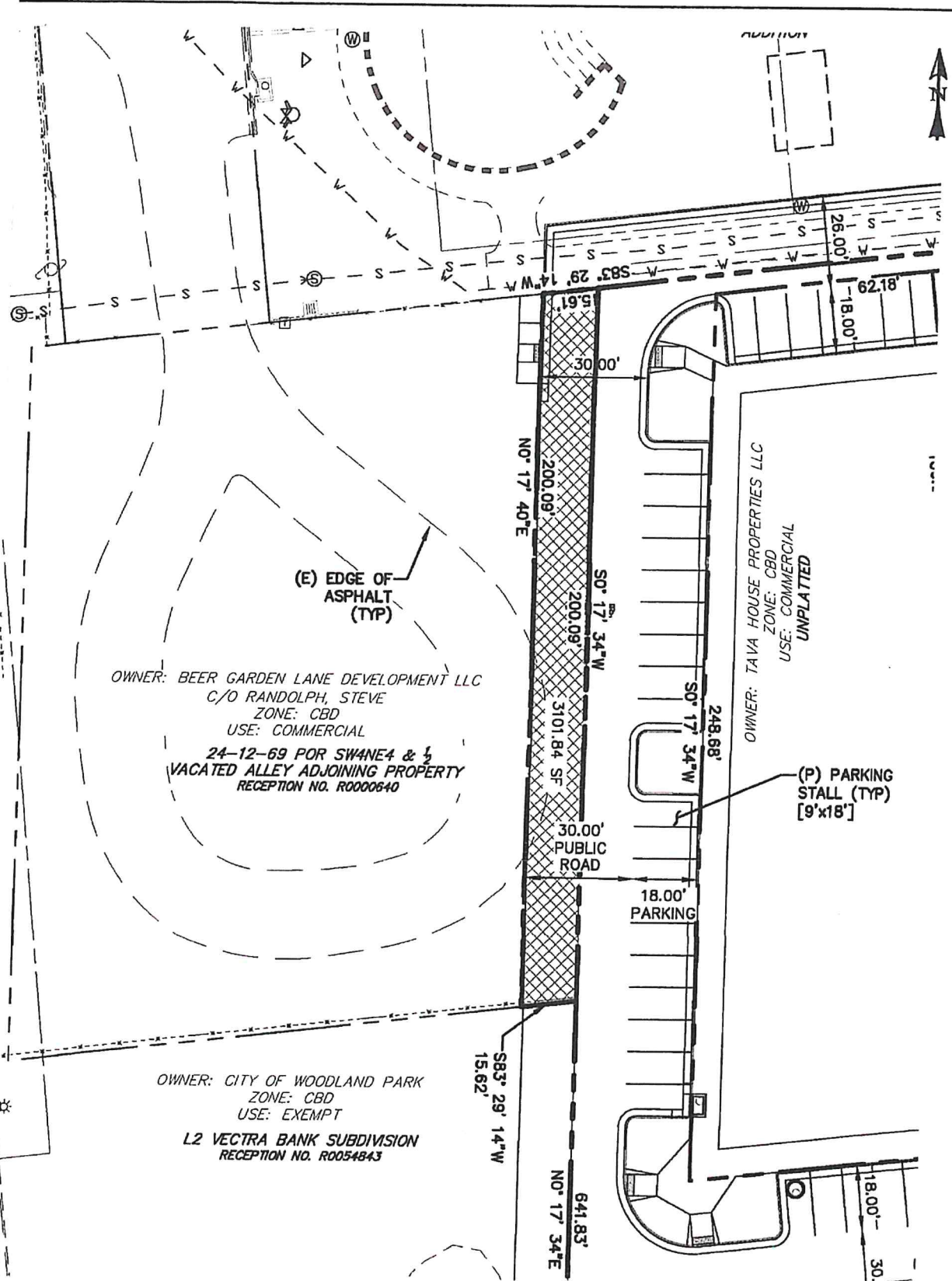
For the purposes of completing the proposed infrastructure for the initial Phase I of THP Preliminary Plat and for the mutual benefit of both Parties, BGLD will dedicate as Right-of-Way to the City of Woodland Park the cross hatched area identified on the attached exhibit for public road improvements and/or utilities. Such conveyance shall be provided to the City of Woodland Park upon THP Final Plat approval.

Should you have any questions, please do not hesitate to contact me at 719-243-4433 or arden@fran-am.com.

Best regards,



Arden Weatherford, Member and Authorized Representative
Beer Garden Lane Development LLC

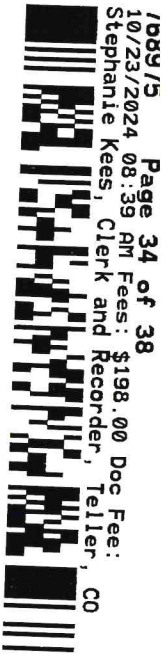


CATAMOUNT ENGINEERING
PO BOX 692 DIVIDE, CO 80814 (719) 426-2124

TAVA HOUSE	SCALE: 1"=40'	DATE: 12/02/23
ADJACENT PARCEL ROW DEDICATION	JOB NO.: 22-361	SHEET: 1 OF X

ADDENDUM No. 1
Agreement Regarding Landscaping Requirements

[ATTACHED]



**CITY OF WOODLAND PARK
ADDENDUM TO THE
SUBDIVISION DEVELOPMENT IMPROVEMENTS AGREEMENT
(Woodland Station)**

THIS ADDENDUM AGREEMENT is made and entered into as of this 22 day of October, 2024, by and between **Tava House Properties, LLC**, whose address is 45 Leisure Lane, Woodland Park, CO 80863 (the "Owner"), and the **City of Woodland Park**, a municipal corporation of the State of Colorado, whose address is 220 W South Avenue, P.O. Box 9007, Woodland Park, Colorado 80866 ("Woodland Park" or "City"), each a "Party," and together the "Parties."

WITNESSETH:

WHEREAS, the Owner and the City have entered into a Subdivision Development Agreement (SDA) dated August 1, 2024 (Agreement); and

WHEREAS, Paragraph 23. Security and Improvement Guarantee of the Agreement includes the requirement that the Owner furnish to the City adequate cash, performance bonds, irrevocable letters of credit, or other security, in a form acceptable to the City, in an amount equal to one hundred fifty percent (150%) of the construction cost of all Improvements (including landscaping such as trees and vegetation within the right-of-ways, public improvement easements and parking areas); and

WHEREAS, Echo Architecture, LLC has prepared a Preliminary Landscape Plan dated September 1, 2023 which is included in Exhibit C of the Agreement; and

WHEREAS, as of the date of this Addendum, the Landscaping Plan has yet to be finalized and approved by the City; and

WHEREAS, as of the date of the addendum, the costs associated with installing the required Landscaping have yet to be determined and are not included within Exhibit B of the Agreement; and

WHEREAS, the Owner desires to have the Agreement and Addendum recorded in the records of the Clerk and Recorder of Teller County, Colorado so they can begin construction on this project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

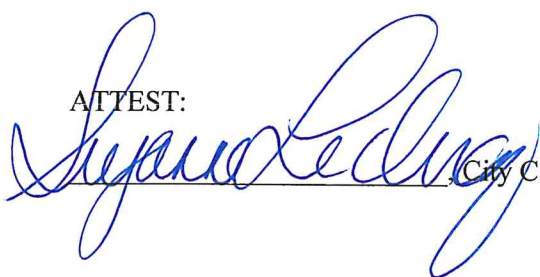
1. **Final Landscaping Plans.** The Owner will provide final Landscaping Plans, prepared by the appropriate design professional, to the City for review and approval.
2. **Engineering Plans and Construction Documents Changes.** Owner is responsible for any required revisions to approved Engineering Plans and Construction documents, as well as any necessary design revisions to ensure the Landscaping Plans will coordinate with such documents. Changes to previous approved engineering plans and construction documents are subject to review and approval by the City.
3. **Owner's Costs.** Owner agrees to provide and pay for all labor, materials, tools, supplies, equipment, water, light, power, transportation, services and all other facilities and things necessary for the execution and satisfactory completion of the approved Landscaping Plans.

4. **Security and Improvement Guarantee.** Prior to commencing installation of the required Landscaping, the Owner shall furnish to the City adequate cash, performance bonds, irrevocable letters of credit, or other security, in a form acceptable to the City, in an amount equal to one hundred fifty percent (150%) of the construction cost the landscaping such as trees and vegetation within the right-of-ways, public improvement easements and parking areas, estimated by the Owner and approved by the Engineer or appointed representative. Owner shall obtain, place and keep current with the City such security and improvement guarantee for the purpose of guaranteeing to the City the installation, interim maintenance and final acceptance of the Landscaping improvements in accordance with the Addendum, the Subdivision Regulations, Engineering Specifications, Zoning Code, and all other applicable ordinances of the City. Such security and improvement guarantee requirements are more fully set forth in Chapter 17.28 of the Woodland Park Municipal Code, as well as Section 10 of the "Woodland Station Development Agreement."
5. **Completion of Landscaping.** The Certificate of Occupancy for the building may be released prior to complete installation of required landscaping, however Owner is required to keep current the required financial security.
6. **Initial Agreement.** This Addendum is subject to all other provisions of the initial Agreement which remain unchanged and in full force.

Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Addendum.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF WOODLAND PARK, a Colorado municipal corporation

ATTEST:

City Clerk

By: , Mayor

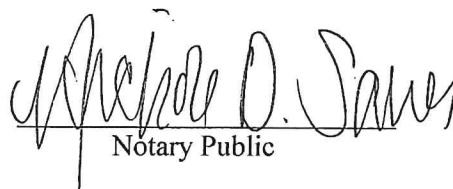
[OWNER]
By: 
Title: MANAGING MEMBER

State of)
County of) ss.

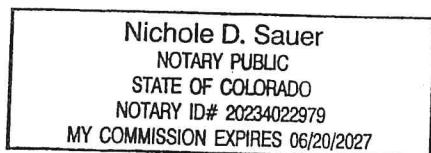
Acknowledged before me this 21st day of October, 2024, by Nichole D. Sauer,
of City of Woodland Park.

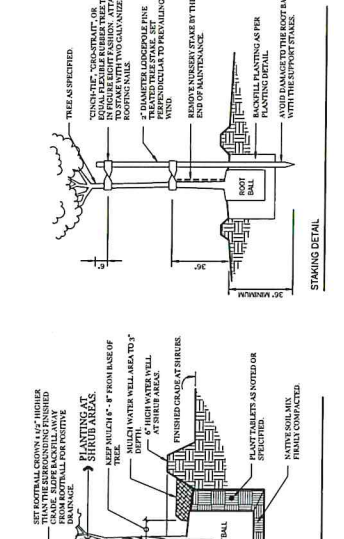
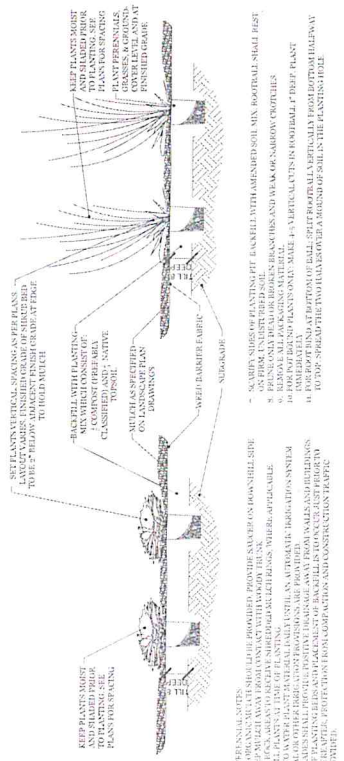
WITNESS my hand and official seal.

My Commission Expires: 6-20-2027

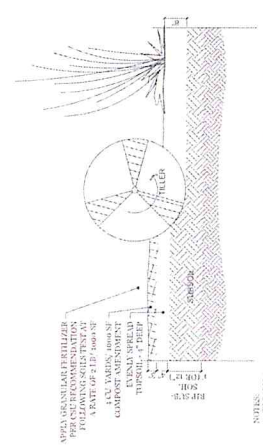

Notary Public

[SEAL]

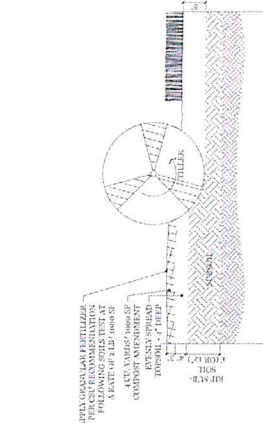


[illegible][illegible][illegible]

A2 SHRUB AND PERENNIAL PLANTING
NOT TO SCALE

[illegible]

C2 TREE SINGLE STAKE PLANTING
1" = 1'-0"



NOTES:

1. NOTES 1-5 FROM PLANT SOIL PREPARATION DETAIL.
2. FINISH GRADE FOR ALL SEED MEAS ALONG WALES OR CUTS SHOULD BE JUST BELOW THE SURFACE OF THE WALE/CURB.

A3 SOIL AMENDMENT DETAIL
NOT TO SCALE

A3 SOIL AMENDMENT DETAIL
NOT TO SCALE



COLORADO

Department of Transportation

Region 2

Traffic & Safety – Access Permits

US-24A/MP 285.21 (NR-A)
Woodland Park

March 21, 2025

Christopher Gates, Planner (cgates@city-woodlandpark.gov)
City of Woodland Park
220 W. South Avenue
Woodland Park, CO 80866

RE: Woodland Station Filing No. 2 Final Plat and Preliminary Plat Amendment Review (Tava House)

C.J.,

I am in receipt of a referral request for comments regarding the Woodland Station Filing No. 2 Final Plat and Preliminary Plat Amendment Review (Tava House) located south of US-24A, between South Pine Street and Center Street in Woodland Park. The subdivision has a Teller County Account No. R0055440 (Parcel Id #6329.241000150). The submittals for Woodland Station Filing No. 2 Final Plat and Preliminary Plat Amendment Review submittal (Tava House) have been reviewed by CDOT. Our comments remain as stated in the letter from Adam Lancaster, CDOT dated November 4, 2024 and the planning referral letter dated February 19, 2025. Our comments are:

Access

- Three access permits are required for this development for the following locations:
 - o S. Center Street: Construction of an eastbound right-turn deceleration lane and modification of the median to extend the existing westbound left-turn deceleration lane.
 - o N. Park Street: Modification of median converting the intersection to right-in/right-out only for the north leg and three-quarter movement (left-in/right-in/right-out only) for the south leg
 - o South Fairview Street: No improvements, documentation of traffic volumes only
- CDOT Access permit applications have been received for Center and Park Streets and are currently on hold awaiting additional information. An access permit application has not been received for Fairview Street.

Traffic

- Final approval of Design Waiver is still pending.
- Updated plans per CDOT redlines/comments are required.
- The Traffic Impact Study will need to be revised/updated to ensure the land use is accounted for with the new lot configuration in the plat amendment.

Environmental

- Hazardous Materials Database review is required.
- Historic Resources Compass Database search is required.

Materials

- Update plan Note 16 in the General Notes to read: "THE PAVEMENT SMOOTHNESS FOR THE US24 AUXILIARY LANES SHALL BE TESTED IN ACCORDANCE WITH 105.07(a)(2)."

Please contact me at 719-248-0318 or teresa.quagliardo@state.co.us with any questions.

Sincerely,

Teresa Quagliardo
CDOT R2 Access Manager

Xc: Karen Schminke, City of Woodland Park Planning Director (kschminke@woodlandpark.gov)
David Mijares, Catamount Engineering (david@catamounteng.com)
Mark Weaver, Tava House Properties (mark@ascentcommercial.com)
Jeff Hodsdon, LSC Transportation Consultants (jeff@lscstrans.com)
Lancaster / file



From: [Karen Schminke](#)
To: [Christopher Gates](#)
Subject: FW: Planning Commission - Tava Subdivision
Date: Friday, May 2, 2025 4:22:15 PM

From: arden fran-am.com <arden@fran-am.com>
Sent: Monday, April 21, 2025 11:18 AM
To: Karen Schminke <kschminke@woodlandpark.gov>
Subject: Planning Commission - Tava Subdivision

EXTERNAL: This message has originated from outside the City of Woodland Park. Do not 'sign-in' to any links or attachments.

Karen,

Previous travel plans keep me from attending the Planning Commission meeting.
Please share these thoughts with the Commission members.

Soon after the creation of the Downtown Development Authority in **2001**, City plans surfaced for a more pedestrian friendly retail experience downtown that included a relocated City Market and a mix of residential and commercial uses on the properties of the old Saddle Club, and the Catholic Church. After those plans fell through, the City and the DDA unveiled plans in **2005** for the Saddle Club property alone that featured a public plaza surrounded by mixed use buildings. The City and DDA spent lavishly on plans and engineering resulting in a \$1M loan to the DDA from the City, but no actual development.

All surveys over these past 25 years reveal the desire for a pedestrian friendly downtown.

And here we are. Twenty years later.

I urge the Planning Commission to not just approve this subdivision, but to be as helpful as possible to these people as they continue to do (spending their own money) what the City and DDA were not able to do spending public money.

With regard to the one subject that gets discussed to death around here - Parking;

There is plenty of "low hanging fruit" adjacent to this project that needs to be kept in mind.

There is the back part of the Vectra Bank parking lot under a 99 year easement with 30 or so spots sitting there unused. There is the alley behind the hardware store that is undeveloped.

Parking for 15-20 cars that was discussed but never implemented. There is the lot the City bought from Vectra to facilitate access and parking. There is plenty of land for future parking, so please don't ask them to whittle down their pedestrian friendly areas to make room for more parking.

Thank you.

Arden Weatherford



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: May 15, 2025

SUBJECT: **Motion to move into Executive Session:** For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **Legal advice regarding Performance Deed of Trust Subordination Request by Tava Properties, LLC.**
(City Attorney Williams)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None

COLORADO LAW GROUP

JOHN M. STINAR
IAN P. BURRELL
CHRISTOPHER G. WILHELMI
PAUL G. KLOSTER
TRUDY H HOUSE

Attorneys at Law | A Professional Limited Liability Company
Paul G. Kloster, Esq.

121 E. VERMIJO AVENUE, SUITE 200, COLORADO SPRINGS, CO 80903
TELEPHONE (719) 635-4200 | FACSIMILE (719) 635-2493
E-MAIL: PAUL@COLORADOLAWGROUP.COM

EVAN C. WITHROW
AMANDA J. QUESADA
GWENDOLYN M LAWSON
PHIL A. VAGLICA, OF COUNSEL

April 23, 2025

VIA EMAIL ONLY: nina@wwfdlaw.com

City of Woodland Park
c/o Nina Williams, City Attorney

Re: Performance Deed of Trust dated May 1, 2023 and recorded at Reception No. 758491 (the “PDOT”)

Dear Nina:

As you are aware, Tava House Properties, LLC (“Tava”) is in the process of applying for final replat approval from your client, the City of Woodland Park (“City”), with respect to Tava’s development of the real property identified in the PDOT (“Property”). In conjunction with Tava’s replat application currently pending with the City, Tava has applied for construction permanent financing through Park State Bank & Trust for those portions of the Property that comprise Phases 1, 2, and 3 (as such boundaries are further set forth in the Development Agreement between Tava and the City).

Pursuant to Section 5.1 of the PDOT, Tava, as Trustor, has the right to request that the City release and/or subordinate the PDOT to Tava’s construction lender’s security interest for multiple phases of the Property simultaneously. Section 5.1 of the PDOT prohibits the City from unreasonably withholding approval to such request.

It is Tava’s understanding that upon replat approval, the City is prepared to grant a partial release of the PDOT with respect to those portions of the Property identified in the replat as Lot 1, Lot 2, Lot 3, and Tract A. Accordingly, this letter serves as notice of Tava’s request for the City simultaneously subordinate the PDOT to Tava’s construction loan with respect to the portion of the Property identified as Phase 4 (and legally described as Tract B on the above-reference replat).

As you may recall, the provisions set forth in Section 5 of the PDOT were specifically drafted to account for Trustor’s anticipation of pursuing construction permanent financing for each Phase of the Property and thus striking a balance to accommodate Tava’s need for future financing, while reasonably preserving the City’s control over the Property’s development timeline and design. Tava believes that the reconfigured plat application to proceed with Phases 1, 2, and 3 simultaneously indicates Tava’s steadfast commitment to developing the Property in a timely and high-class manner. Most importantly, Tava’s decision to develop the first three Phases now required them to post financial assurances for those public improvements that will serve said three Phases. This significantly mitigates the City’s risk in ensuring timely development of the Property. The value of the City’s collateral under the PDOT will substantially increase, as will the

marketability of the Property to an alternative developer in Tava's stead. As a result, the City's need for a continued first-position security interest in the Property is drastically reduced.

After diligent discussions between Tava and Park State Bank & Trust, it is apparent to Tava that virtually any construction financing for Phases 1, 2 and 3 of the Property will be contingent on the construction lender receiving a first-position security interest for the entirety of the Property. Please see the enclosed letter from Park State Bank & Trust attesting to the same. Taking into account the market climate currently, Tava believes its progress to date and exciting new plan to speed up development, as evidenced by the new plat application, make them the best candidate for getting Woodland Station across the finish line.

If the City elects to deny this subordination request, not only would such denial be unreasonable under the circumstances (and in violation of the PDOT), but it likely has the effect of putting the City right back in the same spot a few years from now when the next developer of the Property seeks subordination and/or release in order to obtain construction permanent financing.

Please contact this office with any questions regarding this matter.

Sincerely,

/s/ Paul G. Kloster

Paul G. Kloster

PGK/gnl
Enclosures

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310-F04748.23

PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST ("Deed of Trust") is made as of April 28, 2023 ("Effective Date") by **TAVA HOUSE PROPERTIES, LLC**, a Colorado limited liability company, as the owner appearing on title to the Property (defined below) ("Trustor"), and the Public Trustee of Teller County, Colorado ("Trustee"), for the benefit of the **WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY**, a body corporate of the State of Colorado ("DDA"), and the **CITY OF WOODLAND PARK, COLORADO**, a Colorado home rule municipality, acting by and through its City Council ("City", and together with DDA, the "Beneficiary").

RECITALS

A. Trustor and DDA are parties to that certain Contract to Buy and Sell Real Estate dated April 21, 2023, as supplemented by that certain Addendum of the same date (collectively, the "Contract"), whereby Beneficiary sold and Buyer purchased that certain 6.62 acre-parcel of land located in Teller County, Colorado, legally described in the attached Exhibit A incorporated herein by this reference (the "Property").

B. Trustor, DDA and the City are parties to that certain Woodland Station Development Agreement dated APRIL 28, 2023, and recorded in the real property records of Teller County, Colorado on MAY 1, 2023 at Reception No. 758477 (the "Development Agreement"), whereby Trustor agrees to develop the Property subject to certain terms and conditions further set forth therein.

C. Pursuant to the Contract and Development Agreement, Trustor has committed to performing certain obligations with respect to the development of the Property and construction of certain improvements thereon, and Trustor agrees to be bound by the obligations set forth in the Contract and Development Agreement and agrees to grant to Beneficiary a security interest in the Property securing the performance of the obligations of Trustor set forth therein, upon the terms and condition herein.

AGREEMENT

NOW, THEREFORE, to secure the full and timely performance by Trustor of the Secured Obligations (defined below), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Grant in Trust.** Trustor, in consideration of the promises herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale, all estate, right title and interest which Trustor now has or may later acquire in and to the Property, together with all of the following:

(i) all improvements now or hereafter located or constructed on the Property and all replacements and additions thereto ("Improvements");

(ii) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances");

(iii) all fixtures now or hereafter attached to or used in and about the Property or the

improvements located thereon or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the improvements in any manner ("Fixtures and Equipment"); and

(iv) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents").

All of the above-referenced Property, Improvements, Appurtenance, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "Security", provided however, the "Security" shall not include: (i) any subdivided lot comprising a portion of the Property upon which Trustor has received final non-appealable re-plat approval from the applicable governmental authority and of which Beneficiary has released its security interest therein pursuant to Paragraph 10 below (each a "Development Lot"); and (ii) any Improvements, Appurtenances, Fixtures and Equipment, Leases, or Rents specifically located upon or directly attributable to such Development Lot. For purposes of this Deed of Trust, "final non-appealable re-plat approval" shall mean the date on which the final plat for a specific Phase (as that term is defined in the Contract) and the corresponding fully executed subdivision development agreement ("SDA") in substantially the form required by the Development Agreement have been recorded in the Teller County real property records, and all security necessary to collateralize the public improvements associated with the Phase(s) identified in the final plat and SDA, in the form of a cash deposit or one or more irrevocable letters of credit in a form approved by the City Attorney have been posted with and accepted by the City. Upon written request of Trustor, the City shall confirm the date of "final non-appealable re-plat approval" in writing within ten (10) days of receipt of Trustor's written request for said confirmation.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and/or performance of the following (the "Secured Obligations"):

2.1 Development Work. Trustor, as Buyer under the Contract and as a party to the Development Agreement, hereby covenants and agrees to timely perform and complete the Development Work set forth in the Contract and Development Agreement.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of all of portions of the Property that are part of the Security. Upon the occurrence of any such Event of Default, Beneficiary may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of any portions of the Property that are part of the Security, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of such Property does not depend upon whether or not Beneficiary takes possession of such Property. The entering upon and taking possession of such Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in

any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of portions of the Property that are part of the Security and constitute fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to all of portions of the Property and the Improvements that are part of the Security. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Teller County, Colorado and shall also operate from the date of such filing as a fixture filing in accordance with applicable Colorado law and other applicable provisions of the UCC. Trustor shall be deemed to be the “debtor” and Beneficiary shall be deemed to be the “secured party” for all purposes under the UCC.

5. Trustor’s Representations, Warranties and Covenants.

5.1 Trustor’s Estate. Trustor represents and warrants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that this Deed of Trust is not inferior to any other security interest in the Property, except in the case when Trustor’s construction lender executes loan documents for construction of improvements, utilities, access, or parking granting construction lender a first-position security interest upon such portions of the Property for which final non-appealable re-plat approval has been received by Trustor from the applicable governmental authority, as that term is defined in Paragraph 1 above. With respect to each Phase, as such Phases are described with specificity in the Contract and Development Agreement, each such event shall require Beneficiary to subordinate this Deed of Trust to said construction lender’s security interest or grant a partial release of this Deed of Trust as it applies to each such Phase. Unless Beneficiary otherwise approves in writing a request from Trustor to subordinate or release multiple Phases simultaneously (which approval shall not be unreasonably withheld), Beneficiary shall not be required to subordinate or grant a partial release of this Deed of Trust with respect to a subsequent Phase until Trustor has achieved substantial completion of the Development Work required within the immediately preceding Phase(s) in conformance with the Contract and Development Agreement. Trustor agrees to provide to Beneficiary a mutually acceptable subordination agreement or form of partial release and record the same, at Trustor’s cost, provided however, Trustor shall not be responsible for Beneficiary’s legal fees incurred with respect to reviewing said subordination agreement. Trustor agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the Beneficiary’s interest in the Security.

5.2 Charges; Liens. Trustor will pay prior to delinquency, all taxes, assessments and other charges, fines and impositions affecting the Security directly to the payee thereof. Upon request by the Beneficiary, Trustor will promptly furnish to the Beneficiary all notices of such amounts due. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, levy, charge or assessment so long as its validity is being actively contested in good faith and by appropriate actions and/or proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5.3 Preservation and Maintenance of Security. Trustor will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or

deterioration of the Security. Trustor will obtain and maintain sufficient insurance coverage on the Security, in minimum amounts and forms of coverage as commercially reasonable. If there arises a condition in contravention of this paragraph, and if the Trustor has not cured such condition within thirty (30) days after receiving notice of such a condition from Beneficiary, then in addition to any other rights available to the Beneficiary, the Beneficiary shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

5.4 Protection of the Beneficiary's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the Beneficiary's interest in the Security, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Beneficiary, at its option, without releasing Trustor from any obligation hereunder, may make such appearances, disburse such sums and take such action as it determines necessary to protect the Beneficiary's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs. Any amounts disbursed by the Beneficiary pursuant to this paragraph, with interest thereon, will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amount will be payable upon notice from the Beneficiary to Trustor requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the Beneficiary to incur any expense or take any action hereunder.

5.5 Inspection. The Beneficiary may make or cause to be made reasonable entries upon and inspections of the Security; provided that the Beneficiary will give Trustor reasonable notice of inspection.

5.6 Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in, on, under, about, or from the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses and to maintenance of the Property when used and disposed of in accordance with Environmental Law.

"Hazardous Substances" means any substance defined as toxic or hazardous substances or hazardous waste or regulated under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Environmental Law" means all federal, state or local statutes, ordinances, regulations, orders, decrees and judgments that relate to health, safety or environmental protection including without limitation the regulation of the use, disposal, manufacture, or release of Hazardous Substances.

Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

6. Nonliability for Negligence, Loss, or Damage; No Joint Venture. Trustor acknowledges, understands and agrees that the relationship between Trustor and the Beneficiary is solely that of a borrower and secured party, and that the Beneficiary does not undertake or assume any responsibility for or duty to Trustor to select, review, inspect, supervise, pass judgment on, or inform Trustor of the quality, adequacy or suitability of the Security or any other matter. The Beneficiary owes no duty of care to protect Trustor against any condition of, or located on, the Security and Trustor agrees that neither Trustor, or Trustor's heirs, successors or assigns shall ever claim, have or assert any right or action against the Beneficiary for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold Beneficiary harmless from any liability, loss or damage for these things. Nothing contained herein shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of a borrower and lender.

7. Indemnity. Trustor agrees to defend, indemnify, and hold Beneficiary and its agents, officers, employees, and agents ("Indemnitees") harmless from and against all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that the Indemnitees may incur as a direct or indirect consequence of: (i) Trustor's failure to perform any obligations as and when required by the Contract or Development Agreement and this Deed of Trust; or (ii) the failure at any time of any of Trustor's representations or warranties to be true and correct.

8. Acceleration; Remedies. Upon Trustor's breach of any covenant or agreement of Trustor in the Contract, the Development Agreement or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust or other covenants or agreements of Trustor as specifically set forth in the Contract or Development Agreement, the Beneficiary, prior to acceleration, will mail by express delivery with delivery receipt, notice to Trustor specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Trustor as shown on the return receipt, by which such breach is to be cured; and (4) if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the Beneficiary, at the Beneficiary's option, may:

(a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by Colorado law;

(b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Beneficiary, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Security, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale;

(c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or

(d) exercise all other rights and remedies provided herein, in the instruments by

which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

9. Trustor's Right to Reinstate. Notwithstanding the Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by the Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust if there were no acceleration under this Deed of Trust; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in the Contract, the Development Agreement or this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in the Contract, the Development Agreement or this Deed of Trust, and in enforcing the Beneficiary's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

10. Termination. Upon final non-appealable re-plat approval of a Development Lot, and if the Trustor owns and occupies the each such Development Lot and is not in violation of any provisions of this Deed of Trust, this Deed of Trust shall automatically become null and void with respect to each such Development Lot of the then applicable Phase (as such term and timelines are set forth in the Contract and Development Agreement), and Beneficiary's security interest in each such Development Lot created by this Deed of Trust shall be deemed fully released, terminated and extinguished. Upon such final non-appealable re-plat approval of a Development Lot and the substantial completion of all Development Work required on previous Phases (as further set forth in Section 5.1 above), Beneficiary further agrees, upon written notice from Trustee, to promptly release and surrender this Deed of Trust as may be necessary to remove this Deed of Trust as an encumbrance on title to each Development Lot. Beneficiary will deliver a partial or full release (as applicable) of this Deed of Trust upon such request without warranty and without charge to the person or persons legally entitled thereto.

11. Miscellaneous.

11.1 Forbearance by the Beneficiary Not a Waiver. Any forbearance by the Beneficiary in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Beneficiary will not be a waiver of the Beneficiary's right to require satisfaction of any obligations secured by this Deed of Trust.

11.2 Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11.3 Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Beneficiary and Trustor subject to the provisions of this Deed of Trust.

11.4 Joint and Several Liability. If this Deed of Trust is executed by more than one person as Trustor, the obligations of each shall be joint and several.

11.5 Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, addressed to Trustor at the address shown for the Property in the recitals above or such other address as Trustor may designate by notice to the Beneficiary as provided herein, and (b) any notice to the Beneficiary will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, to Beneficiary's address set forth in the first paragraph of this Deed of Trust, or to such other address as the Beneficiary may designate by notice to Trustor as provided above. Notice shall be effective as of the date received by the Beneficiary as shown on the return receipt.

11.6 Governing Law. This Deed of Trust shall be governed by the laws of the State of Colorado.

11.7 Severability. In the event that any provision or clause of this Deed of Trust or the Contract conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Contract, and to this end the provisions of this Deed of Trust and the Contract (as applicable) are declared to be severable.

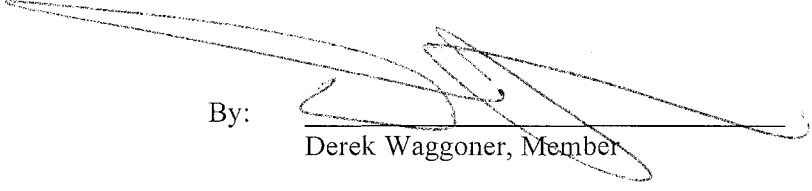
11.8 Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

*[SIGNATURE AND NOTARIZATION ON
FOLLOWING PAGE]*

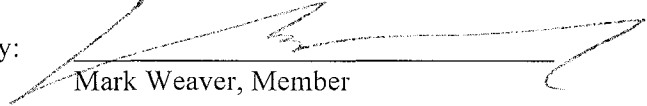
IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

EXECUTED BY TRUSTOR

TAVA HOUSE PROPERTIES, LLC,
a Colorado limited liability company

By: 

Derek Waggoner, Member

By: 

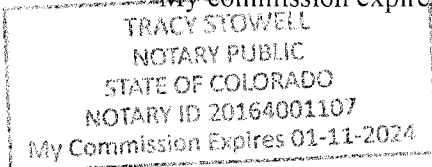
Mark Weaver, Member

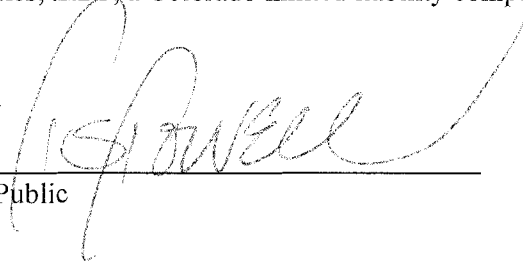
STATE OF COLORADO)
) ss
COUNTY OF TELLER)

The foregoing instrument was acknowledged before me this 28 day of April, 2023, by Derek Waggoner, as Member of **Tava House Properties, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 11/11/2024



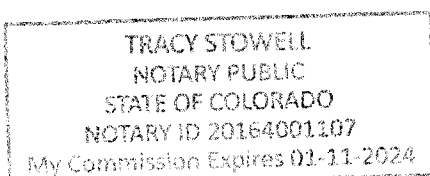

Notary Public

STATE OF COLORADO)
) ss
COUNTY OF TELLER)

The foregoing instrument was acknowledged before me this 28 day of April, 2023, by Mark Weaver, as Member of **Tava House Properties, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 11/11/2024



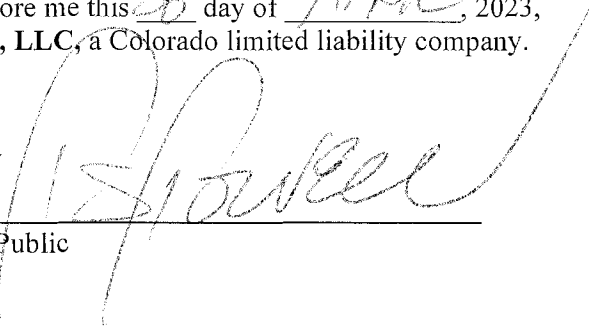

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

[SEE ATTACHED]

EXHIBIT ALEGAL DESCRIPTION

A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 632409 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND SITUATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 24 (PER THE HUNT ADDITION MONUMENTATION), AS MONUMENTED BY A 7/8" O.D. IRON PIPE BEARS S85°45'53"W, A DISTANCE OF 1280.37 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S85°45'53"W ALONG THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 621.35 FEET TO A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965";

THENCE N00°17'34"E, A DISTANCE OF 641.83 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT OF WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842";

THENCE N83°29'30"E ALONG THE SOUTH LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT OF WAY, A DISTANCE OF 246.46 FEET TO THE NORTHWESTERLY CORNER OF CENTER STREET AS SHOWN ON THE PLAT OF WOODLAND STATION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 656444 OF SAID COUNTY RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID WOODLAND STATION FILING NO. 1 THE FOLLOWING TWO (2) COURSES;

1.) THENCE S06°34'56"E, A DISTANCE OF 326.72 FEET;

2.) THENCE N83°30'09"E, A DISTANCE OF 338.17 FEET TO THE SOUTHEAST CORNER OF SAID WOODLAND STATION FILING NO. 1, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK STREET;

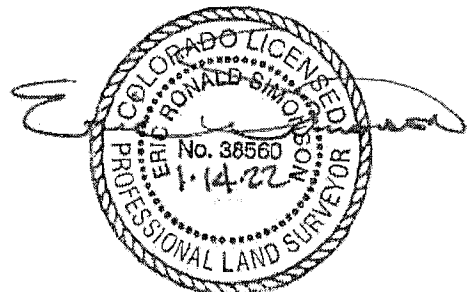
THENCE S00°19'53"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 6.62 ACRES (288,420 SQUARE FEET) OF LAND, MORE OR LESS.

PREPARED BY:

ERIC SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920

R:\RAMPART\Legals\2022\22022 Legal Desc.doc



WOODLAND STATION DEVELOPMENT AGREEMENT

THIS WOODLAND STATION DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between the CITY OF WOODLAND PARK, COLORADO, a Colorado home rule municipality, acting by and through its City Council (the “**City**”), the WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate of the State of Colorado (the “**Authority**” or “**DDA**”) and TAVA HOUSE PROPERTIES, LLC, a Colorado limited liability company (together with its successors and assigns, “**Master Developer**”) (together, the “**Parties**”). The effective date of this Agreement shall be the date of mutual execution of the Parties (the “**Effective Date**”).

Recitals

A. By Resolution No. 571, Series 2002, the City Council approved the Woodland Park Downtown Development Authority Foundation Plan (“**Foundation Plan**”).

B. The Foundation Plan constitutes the plan of development as defined at C.R.S. § 31-25-802(6.6) and as required by C.R.S. § 31-25-807(4).

C. Master Developer is under contract to acquire approximately 6.62 acres of certain real property from the Authority, known as 201 Saddle Club Avenue, Woodland Park, CO 80863, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

D. The proposed conveyance of the Property to Master Developer is conditioned upon the execution of this Agreement, which shall be recorded against the Property as a condition of sale of the Property to Master Developer, and will be in accordance with the terms and conditions set forth in that certain Contract to Buy and Sell Real Estate (Commercial) together with that certain Addendum to Contract to Buy and Sell Real Estate (together, the “**Contract**”), a copy of which is attached to this Agreement as **Exhibit B** and is incorporated by reference.

E. “**Master Developer**” shall be defined in this Agreement to include Tava House Properties, LLC, as well as its successors and assigns, and any subsequent owners of the Property (as described in **Exhibit A**) who shall be obligated under the covenants of this Agreement.

F. Master Developer intends to develop the Property as a mixed-use development including, but not limited to, commercial/retail and residential uses (the “**Project**”), all as more conceptually set forth in that certain *Woodland Station Plan of Development – TAVA House Properties, LLC (2023)* (the “**Development Plan**”), which Development Plan has been approved by the DDA and the City Council as of the Effective Date and constitutes an amendment to the Foundation Plan.

G. Development of the Property will require that Master Developer make substantial, initial investments in infrastructure improvements and public facilities which will serve the needs of the Project and related improvements to serve the Property and the Project, which improvements will include, but are not limited to, road and street improvements, storm drainage facilities, potable water and sanitary sewer lines, and certain other public, quasi-public, and private facilities.

H. Development of the Property in accordance with the Development Plan is anticipated to, among other things, provide for orderly and well-planned growth, promote economic development and stability within the City, and otherwise achieve the goals and objectives of the Foundation Plan including but not limited to promoting and supporting private development consistent with the plans and objectives of the DDA and, where practical, promoting the construction of additional residential units within the DDA.

I. The Property is subject to that certain Woodland Station Disposition and Development Agreement by and between the City and the Authority dated August 20, 2009, and recorded on August 26, 2009 at Reception No. 629482 in the real property records of Teller County, Colorado as amended by that certain First Amendment to Woodland Station Disposition and Development Agreement dated November 15, 2018 and that certain Second Amendment to Woodland Station Disposition and Development Agreement dated October 1, 2019 (together, the “Disposition Agreement”).

J. *Exhibit B* of the Disposition Agreement sets forth the current Development Plan for the Property:

Development Plan

It is intended that the Property will be developed with mixed-uses such as commercial, office entertainment, residential, lodging, and /or event center facilities and supporting public or private infrastructure to support the development.

K. *Exhibit C* of the Disposition Agreement sets forth the current “Schedule of Performance” for the Woodland Station Development Plan, including the DDA undertaking the Commencement of Construction of the Improvements by June 1, 2012 and the DDA achieving Completion of Construction of the Improvements (as those terms are defined in the Disposition Agreement) by December 31, 2023.

L. Section 3.01 of the Disposition Agreement states that the DDA shall comply with the requirements of C.R.S. § 31-25-808(2) so that any sale or letting of the Property or any portion thereof shall be at not less than its Fair Value (as determined by the DDA and the City Council) for uses in accordance with the Foundation Plan.

M. Section 3.01 of the Disposition Agreement also states that any monies received by the DDA via sale, letting or disposal of the Property shall be utilized to pay down the DDA’s debt obligations to the City.

N. The Parties desire to enter into this Agreement in order to:

1. Supersede the Disposition Agreement in its entirety,
2. Terminate the Disposition Agreement,
3. Incorporate the updated “Plan of Development” for Woodland Station,

4. Acknowledge the pending sale of the Property by the DDA to the Master Developer, which conveyance shall be conditioned upon the execution of this Agreement, which shall be recorded against the Property as a condition of sale of the Property to Master Developer,

5. Memorialize that proceeds of the same will be used to repay existing DDA debt to the City,

6. Obligate Master Developer to proceed with the City's standard entitlement process (for each phase of the Plan of Development) and with all the terms and requirements set forth within this Agreement,

7. Confirm that tax increment financing (TIF) incentives associated with the Property will be set forth in one or more separate agreements between the DDA and Master Developer (there are no specific TIF incentives contemplated or approved by this Agreement), and

8. Incorporate the City's standard subdivision improvement agreement/subdivision development agreement (SDA) as an exhibit and require the Master Developer to collateralize the public improvements associated with each phase of the Plan of Development on terms acceptable to the City Attorney.

O. In exchange for the foregoing benefits and the other benefits to the City contemplated by this Agreement, together with the public benefits served by orderly and planned development of the Property consistent with the Foundation Plan and Development Plan, Master Developer desires to take title to the Property subject to the terms and conditions of the Contract and this Agreement.

P. The parties now desire to enter into this Agreement to set forth their agreements and understanding with respect to the foregoing matters.

Agreement

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

1. Recitals. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Sale of Property to Master Developer. Following the Effective Date of this Agreement, the DDA will proceed to sell the Property to Master Developer on terms consistent with the Contract, and conditioned upon the execution of this Agreement, which shall be recorded against the Property as a condition of sale of the Property to Master Developer. As contemplated by the Contract, the DDA shall require the Master Developer to execute and record for the benefit of the DDA and the City a performance deed of trust ("Performance DOT") securing the Master Developer's performance of all development work set forth in the Contract. The Performance DOT shall be substantially in the form attached to this Agreement as Exhibit C and incorporated

herein by reference, shall incorporate the City of Woodland Park as a Beneficiary, and shall be reviewed and approved in writing by the City Attorney prior to recording. The Performance DOT shall be recorded against the Property as a condition of sale of the Property to Master Developer.

3. Development Plan. The Parties agree that Master Developer shall develop the Project substantially in accordance with the Development Plan, a copy of which is attached to this Agreement as **Exhibit D** and is incorporated herein by reference.

4. Development Work, Phasing and Adherence to All Requirements of City Entitlement Process. Master Developer agrees to perform the development obligations set forth in Section 1 of the Addendum to Contract to Buy and Sell Real Estate (Commercial), which expressly survives the Closing. Master Developer shall commence and complete the Project in four (4) development phases (each a "Phase") pursuant to the phasing plan(s) as indicated herein, and in Section 1 of the Addendum and as conceptualized in the Development Plan ("Phasing Plan") to be submitted to the City for the City's review and written approval.

Phase 1. Within six (6) months after the Closing Date (the "Phase 1 Approval Deadline"), Master Developer shall use best efforts to obtain final approval from the City, or applicable governmental entity, to construct the Phase 1 Improvements, including the replat of the Property to create a separate lot or lots for Phase 1 ("Phase 1 Approval"), as set forth in the Plan of Development. Master Developer shall have two (2) ninety-day options to extend the Phase 1 Approval Deadline (each an "Extension Option") by delivering written notice of the same to DDA and the City. The date upon which Master Developer receives Phase 1 Approval shall be the "Phase 1 Approval Date," and such date shall not extend beyond the two (2) ninety-day extension options.

Within six (6) months after the Phase 1 Approval Date, Master Developer shall commence construction of the Phase 1 Improvements. The date upon which Master Developer commences construction of the Phase 1 Improvements shall be the "Phase 1 Commencement Date."

Within eighteen (18) months of Phase 1 Commencement Date, Master Developer shall substantially complete construction of the Phase 1 Improvements. For purposes of this Agreement, "substantial completion" or "substantially complete" shall mean: (i) the issuance of a certificate of occupancy or temporary certificate of occupancy for any private improvements located upon the applicable Phase portion of the Property, and (ii) the probationary or conditional acceptance by the City of Woodland Park of any public improvements located upon the applicable Phase portion of the Property. No certificate of occupancy or temporary certificate of occupancy for any private improvements will be issued by the City of Woodland Park (operating by and through the Pikes Peak Regional Building Department) until such time as all public improvements associated with a Phase portion of the Property have been granted conditional acceptance or probationary acceptance by the City. June 30, 2026 shall be considered the "Phase 1 Deadline."

Phase 2. Master Developer shall commence construction on improvements within the Phase 2 portion of the Property on or before December 31, 2025. Master Developer anticipates such improvements to be commercial buildings around a center town square concept.

Master Developer shall substantially complete construction of the improvements within Phase 2 of the Property on or before December 31, 2027 ("Phase 2 Deadline").

Phase 3. Master Developer shall commence construction on improvements within the Phase 3 portion of the Property on or before December 31, 2027. Master Developer anticipates such improvements to include any additional infrastructure work needed in collaboration with the City of Woodland Park, State of Colorado, Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third-parties as may be required.

Master Developer shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029 (“Phase 3 Deadline”).

Phase 4. Master Developer shall commence construction on improvements within the Phase 4 portion of the Property on or before December 31, 2030. Master Developer anticipates such improvements to include primarily residential improvements, with possible commercial improvements, to be determined by prevailing market conditions and the final construction on the Phases 1 through 3 portions of the Property.

Master Developer shall substantially complete construction of the improvements within Phase 4 of the Property on or before December 31, 2033 (“Phase 4 Deadline”).

Nothing herein shall be construed to permit the Master Developer to deviate from the City’s standard approval and entitlement process for development of any Phase of the Project, as set forth in the Woodland Park Municipal Code (“Municipal Code”), including but not limited to the Subdivision Regulations of the City (Chapter 17 of the Municipal Code) and Zoning Regulations of the City (Chapter 18 of the Municipal Code). All development of the Property shall be subject to all applicable codes, ordinances and policies of the City, including all applicable building and engineering specifications.

5. Woodland Station Overlay District. The development of the Property shall be subject to the Woodland Station Overlay District regulations, codified in Chapter 18.31 of the Municipal Code.

6. Woodland Station Design Guidelines. All development of the Property shall proceed in accordance with the requirements of the Woodland Station Design Guidelines, as adopted by City Resolution No. 677 dated April 19, 2007, as the same may be amended from time to time.

7. Use of Proceeds of Sale. The net proceeds of the sale of the Property from the DDA to the Master Developer will be used to pay off the remaining principal balance of that certain 2016 Promissory Note from the DDA to the City (“2016 Note”). The DDA and City agree that the outstanding principal of the 2016 Note as of the Effective Date of this Agreement is five hundred and fifty thousand dollars (\$550,000.00). Following the date that the 2016 Note has been paid off in full, the DDA reserves the right to make a principal reduction payment to the City on the DDA Series 2012 Tax Increment Revenue Refunding Bonds in an amount and at such time as may be approved by resolution of the DDA Board of Directors, subject to the advance written approval of the City Manager and City Finance Director.

8. Termination of Disposition Agreement.

(a) As of the Effective Date of this Agreement: (i) the Disposition Agreement is hereby terminated and of no further force or effect, (ii) no party to the Disposition Agreement has any further rights or obligations thereunder, and (iii) the Property is no longer encumbered by the Disposition Agreement.

(b) Following the Effective Date of this Agreement, the City will record this Agreement in the real property records of Teller County, Colorado. Upon recordation, this Agreement will provide conclusive notice that: (i) the Disposition Agreement is no longer an encumbrance of the Property, and (ii) that title to the Property is cleared of the Disposition Agreement.

9. No TIF Incentives Contemplated. The Parties acknowledge and agree that no tax increment financing (TIF) incentives associated with Master Developer's development of the Property have been discussed or approved by the DDA as of the Effective Date.

10. Form of SDA. The subdivision development agreement(s) required pursuant to Section 17.44.050 of the Municipal Code on the Property shall be substantially in the form and substance attached hereto as **Exhibit E** attached hereto and incorporated herein by this reference, subject to any revisions or other modifications mutually approved by the parties thereto (the "SDA"). If required by the City, the SDA shall be modified or supplemented with each subsequent Phase and the applicable collateralization shall be updated accordingly. The Parties agree that any Project-related SDA shall require the Master Developer to collateralize the public improvements associated with each Phase on terms acceptance to the City Attorney. Master Developer shall provide the City with security ("Collateral") in the form of a cash deposit or one or more irrevocable letters of credit ("Letter of Credit") in a form approved by the City Attorney, in an amount required by the SDA. Collateral shall be required to be submitted for acceptance by the City at the time of application for any development permits. No building permit(s) or other authorization for the commencement of construction or site preparation including but not limited to a grading permit shall be issued until the Collateral is in place and accepted in writing by the City. Any Letter of Credit form of Collateral shall be issued by a Colorado bank, or other financial institution doing business in Colorado that is acceptable to the City. Master Developer shall ensure that the Collateral remains unencumbered and free from claims of others so that any requests of the City for payment or enforcement may be immediately and unequivocally honored without cost to the City.

11. Condemnation. The City may support, at its reasonable discretion and subject to the applicable provisions of the Municipal Code, Master Developer's acquisition of additional rights-of-way, including through the use, if necessary, of its condemnation authority, to the extent necessary or appropriate in connection with the development of the Project. As a condition to any obligation of the City to support such measures, Master Developer will (i) have exhausted all other options for acquisition, including condemnation by one or more Title 32, C.R.S. districts organized, or to be organized, to serve the Property or any portion thereof (as applicable, "District"); and (ii) enter into a reimbursement agreement with the City, in a form approved by the City Attorney, pursuant to which Master Developer will reimburse the reasonable, actual costs and expenses incurred in connection with the same.

12. Covenants; Recording; Benefit. The Parties agree that this Agreement shall be recorded in the real property records of the Teller County Clerk and Recorder prior to the recordation of the deed conveying the Property to the Master Developer. This Agreement shall run with the land; and shall obligate, be binding upon and shall inure to the benefit of the parties hereto and upon and to their respective successors, grantees and assigns. The Master Developer shall be released from further obligation hereunder in the event of sale of the Property or portions thereof with respect to that portion of the Property conveyed; provided however, that any successor, grantee or assignee of the Master Developer, or any subsequent owner of the Property shall be bound hereby, and this document shall have been recorded and, except as otherwise provided herein, serve as a non-dischargeable covenant running with and burdening the land described in **Exhibit A**, as the burdened property. Any reference within this Agreement to the Master Developer shall be deemed to include any purchaser, successor-in-interest or assign of the Master Developer or subsequent owner as to all or any part of the Property.

13. Defaults and Remedies.

(a) *Default and Cure Period.* If any party fails to meet, abide by or maintain the terms and conditions of this Agreement, it will constitute an event of default by such party. In the event of any claimed default by a party, the non-defaulting party (or parties) will give the defaulting party not less than 30 days' written notice and opportunity to cure, which notice will specify the nature of the default. No act, event or omission will be a default hereunder if the defaulting party's failure to perform is caused by force majeure or by any act, omission or default by the other party (or parties), or so long as the defaulting party has in good faith commenced and is diligently pursuing efforts to correct the condition specified in such notice.

(b) *Additional Default and Remedy.* Notwithstanding the foregoing, in the event that the Master Developer fails to complete construction of any of the four (4) Phases by each applicable Phase Deadline, as provided for in Section 4 of this Agreement, then the Master Developer shall sell the Property to the City within sixty (60) days thereafter in an amount equal to \$120,664.00 per acre for that portion of the Property that remains undeveloped. The per acre price is calculated by dividing the Master Developer's purchase price of \$800,000 by the total acreage of the Property (6.62 acres).

14. Remedies. If any default under this Agreement is not cured as described in Section 13, a non-defaulting party will have the right to enforce the defaulting party's obligations hereunder by an action for injunction or specific performance, or by any other action available to a non-defaulting party.

15. Notice. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the fifth business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows. Any such notice shall be accompanied by email delivery to the applicable email address.

If to the City: City of Woodland Park
220 W South Avenue
P.O. Box 9007
Woodland Park, CO 80866
Attn: City Manager
E-mail: mlawson@city-woodlandpark.org

With copies to: Wilson Williams LLP
317 W South Boulder Road, Suite 6
Louisville, CO 80027
Attn: Nina Williams
E-mail: nina@wilsonwilliamsllp.com

If to the DDA: Woodland Park Downtown Development Authority
220 W South Avenue
P.O. Box 9007
Woodland Park, CO 80866
Attn: Board Chair
E-mail: tperrydda@city-woodlandpark.org

With copies to: Michow Cox McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Attn: Marcus McAskin
E-mail: marcus@mcm-legal.com

If to Master Developer: Tava House Properties, LLC
Attn: Derek Waggoner
45 Leisure Lane
Woodland Park, CO 80863
derekwaggoner@gmail.com

With copies to: Stinar, Zendejas, Burrell & Wilhelmi, PLLC
121 E. Vermijo Avenue, Suite 200
Colorado Springs, CO 80903
Attn: Paul Kloster
E-mail: paul@coloradolawgroup.com

16. Additional Provisions.

(a) Amendment. This Agreement may be amended, terminated or superseded only by mutual consent in writing of each of the Parties, but without the consent of any subsequent owner of all or any portion of the Property unless Master Developer has assigned its rights with respect to the right to consent to such amendment pursuant to Section 16(h) below. Promptly after any amendment to this Agreement becomes effective, the City will cause it to be recorded at Master Developer's cost in the Records; provided

however, the validity or enforceability of such an amendment will not be affected by any delay in or failure to record the amendment as provided herein.

(b) Headings. The headings and captions used herein are for the convenience of the parties only and will have no effect upon the interpretation of this Agreement.

(c) Applicable Law. This Agreement will be interpreted and enforced according to the laws of the State of Colorado.

(d) Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or un-enforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

(e) Reasonableness. Any provision of this Agreement calling for exercise of discretion of a party, or providing for consent or approval of a party, or any similar action, will be construed as requiring said party to exercise such discretion in a reasonable manner.

(f) Additional Documents. Each of the parties agrees to execute and deliver such additional instrument or instruments as the other party may from time to time reasonably request in order to effectuate the provisions of this Agreement.

(g) Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

(h) Successors; Assignment. This Agreement will be binding upon and will inure to the benefit of the successors in interest and/or the legal representatives of the parties, except as expressly set forth in Section 16(a), and will be deemed a covenant running with the Property or any portion thereof. Master Developer will have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement upon receiving the prior written consent of the City and DDA, provided that to the extent Master Developer assigns any of its obligations under this Agreement, the assignee of such obligations will expressly assume such obligations; further provided, however, that such consent will not be required in connection with (i) an assignment or delegation, in whole or in part, to any entity controlled by, controlling or under common control with Master Developer, or (ii) an assignment to a third party developer concurrently with such developer's acquisition of all or substantially all of the Property. In no event will the purchaser of any lot within the Property upon which a residential dwelling unit has been constructed be deemed to be a direct or indirect successor to Master Developer hereunder solely on account of such lot purchase.

(i) Entire Agreement. This Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

[signature pages follow this page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MASTER DEVELOPER:

TAVA HOUSE PROPERTIES, LLC, a Colorado limited liability company

By: [Signature]
Derek Waggoner, Member

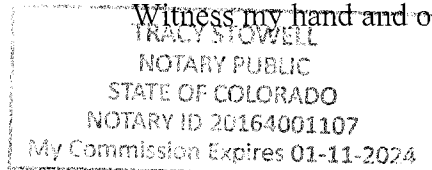
By: [Signature]
Mark Weaver, Member

STATE OF COLORADO)
COUNTY OF TELLER) ss.

The foregoing instrument was acknowledged before me this 28 day of April, 2023, by Derek Waggoner, as Member of **TAVA HOUSE PROPERTIES, LLC**, a Colorado limited liability company.

My commission expires: 11/11/2024

Witness my hand and official seal.



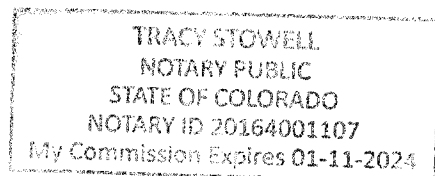
[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF TELLER) ss.

The foregoing instrument was acknowledged before me this 28 day of April, 2023, by Mark Weaver, as Member of **TAVA HOUSE PROPERTIES, LLC**, a Colorado limited liability company.

My commission expires: 11/11/2024

Witness my hand and official seal.

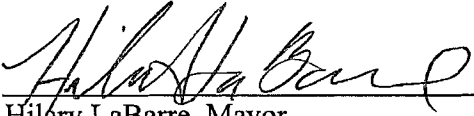


[Signature]
Notary Public

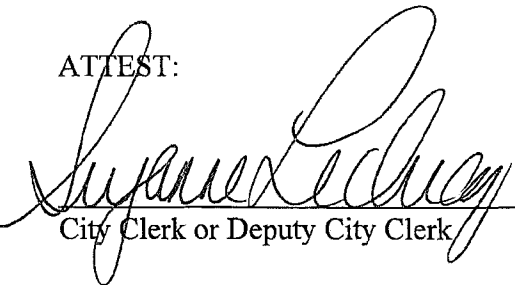
[signature page to Woodland Station Development Agreement]

CITY:

CITY OF WOODLAND PARK, COLORADO, a
Colorado home rule municipality

By: 
Hilary LaBarre, Mayor

ATTEST:


City Clerk or Deputy City Clerk

[signature page to Woodland Station Development Agreement]

DDA:

WOODLAND PARK DOWNTOWN
DEVELOPMENT AUTHORITY, a body corporate
of the State of Colorado

By: _____


Jon Gemelke, Vice-Chair, *authorized by
Authority Resolution 05, Series 2023 dated
April 4, 2023 and Article III, Sec. 2 of the
Amended and Restated Bylaws of the
Authority dated February 7, 2023*

ATTEST:

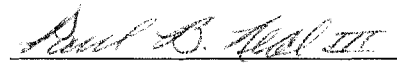

Paul B. Neal, Secretary

EXHIBIT A
Legal Description of the Property

A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 632409 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND SITUATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 24 (PER THE HUNT ADDITION MONUMENTATION), AS MONUMENTED BY A 7/8" O.D. IRON PIPE BEARS S85°45'53"W, A DISTANCE OF 1280.37 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S85°45'53"W ALONG THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 621.35 FEET TO A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965";
THENCE N00°17'34"E, A DISTANCE OF 641.83 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT OF WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842";
THENCE N83°29'30"E ALONG THE SOUTH LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT OF WAY, A DISTANCE OF 246.46 FEET TO THE NORTHWESTERLY CORNER OF CENTER STREET AS SHOWN ON THE PLAT OF WOODLAND STATION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 656444 OF SAID COUNTY RECORDS;
THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID WOODLAND STATION FILING NO. 1 THE FOLLOWING TWO (2) COURSES;
1.) THENCE S06°34'56"E, A DISTANCE OF 326.72 FEET;
2.) THENCE N83°30'09"E, A DISTANCE OF 338.17 FEET TO THE SOUTHEAST CORNER OF SAID WOODLAND STATION FILING NO. 1, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK STREET;
THENCE S00°19'53"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.57 FEET TO THE POINT OF BEGINNING.

COUNTY OF TELLER, STATE OF COLORADO.

The above legal description as prepared by:
Eric Simonson, Colorado P.L.S. No. 38560
for and on behalf of Rampart Surveys, LLC
P.O. Box 5101
Woodland Park, CO 80866

EXHIBIT B
Form of Contract

(including Contract to Buy and Sell Real Estate (Commercial) and Addendum to Contract)

[see attached]

**Ascent Commercial Group, LLC**

300 W. South Avenue, #765 Woodland Park, CO 80866

Mark Weaver

Ph: 719-337-3137

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-21) (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 (COMMERCIAL)

☒ **Property with No Residences**

☐ **Property with Residences-Residential Addendum Attached**

Date: 4/21/2023

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.** Tava House Properties LLC (Buyer) will take title to the Property described below as
☐ Joint Tenants ☐ Tenants In Common ☒ Other LLC.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** The City of Woodland Park Downtown Development Authority (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):

approximately 6.62 acres of vacant land further described in Exhibit A

known as: 201 Saddle Club Avenue, 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).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including n/a remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels**
☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. **Other Inclusions.** The following items, whether fixtures or personal property, are also

included in the Purchase Price:

n/a

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

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

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: n/a; and the use or ownership of the following storage facilities:

n/a

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

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

N/A

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):
"cog car" and attached improvements; iron sculptures found on the Subject Property; picnic tables

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

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

n/a

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

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

n/a

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

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

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	

3	§ 8	Record Title Deadline (and Tax Certificate)	<i>Closing Date</i>
4	§ 8	Record Title Objection Deadline	<i>n/a</i>
5	§ 8	Off-Record Title Deadline	<i>Closing Date</i>
6	§ 8	Off-Record Title Objection Deadline	<i>n/a</i>
7	§ 8	Title Resolution Deadline	<i>n/a</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>n/a</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>n/a</i>
10	§ 7	Association Documents Termination Deadline	<i>n/a</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>n/a</i>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>n/a</i>
14	§ 5	New Loan Terms Deadline	<i>n/a</i>
15	§ 5	New Loan Availability Deadline	<i>n/a</i>
16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
18	§ 5	Existing Loan Deadline	<i>n/a</i>
19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>n/a</i>
23	§ 6	Appraisal Objection Deadline	<i>n/a</i>
24	§ 6	Appraisal Resolution Deadline	<i>n/a</i>
		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>n/a</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>n/a</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>n/a</i>
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	<i>n/a</i>
29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>
30	§ 10	Inspection Termination Deadline	<i>n/a</i>
31	§ 10	Inspection Objection Deadline	<i>n/a</i>
32	§ 10	Inspection Resolution Deadline	<i>n/a</i>
33	§ 10	Property Insurance Termination Deadline	<i>n/a</i>
34	§ 10	Due Diligence Documents Delivery Deadline	<i>n/a</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>n/a</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>n/a</i>
37	§ 10	Environmental Inspection Termination Deadline	<i>n/a</i>
38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>

39	§ 10	Conditional Sale Deadline	<i>n/a</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
41	§ 11	Estoppel Statements Deadline	<i>n/a</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>
		Closing and Possession	
43	§ 12	Closing Date	5/10/2023 on or before Wednesday
44	§ 17	Possession Date	upon Closing and Funding
45	§ 17	Possession Time	upon Closing and Funding
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	
48	<i>n/a</i>	<i>n/a</i>	
49	<i>n/a</i>	<i>n/a</i>	

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	\$ 800,000.00	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	<i>n/a</i>	<i>n/a</i>		\$
8	<i>n/a</i>	<i>n/a</i>		\$
9	§ 4.4.	Cash at Closing		\$ 800,000.00
10		Total	\$ 800,000.00	\$ 800,000.00

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 n/a, will be payable to and held by n/a (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** .

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 ; 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:

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 Representative 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 AND DUE DILIGENCE.

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 (§ 2.5.7., 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 (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (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 (§ 2.5.4., 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 5 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:

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 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).
[Intentionally Deleted - See Residential Addendum if applicable]

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]

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 **Buyer**.

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 § 2.5.7. (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 .

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**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

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

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and 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 \$ 500 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.

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 .

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 and Due Diligence.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

- 1.) This Contract to Buy and Sell Real Estate may be assigned, with prior approval by Seller, which approval shall be evidenced by a Resolution duly adopted by Seller's Board of Directors, to any person or entity at any time prior to Closing Date.
- 2.) Buyer has a Member that is a Colorado licensed real estate Broker.
- 3.) No real estate commission shall be owed to any person or entity for this transaction.
- 4.) Regarding matters pertaining to Section 10.6.4, Buyer and Seller have agreed to a 50/50 cost-sharing of the expenses related to a Phase II ESA and updated VCUP for the Property. As such, at Closing, Seller shall credit Buyer an amount equal to \$38,900.00, which shall constitute Seller's full and final contribution for Phase II ESA and VCUP-related costs.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract: Attachments to this Contract to Buy and Sell Real Estate are: Exhibit A - Legal Description; Exhibit B - Phasing Plan; and Addendum.

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

n/a

Signatures

Derek Waggoner, Member

Date: 4/21/2023

DW

Buyer: **Tava House Properties LLC**

By: Derek Waggoner, Member

Address:

Phone: Fax:

Email Address: **derekwaggoner@gmail.com**

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

Tony Perry, Chairman, Board of Directors, The City of Woodland Park Downtown Development Authority

Date: 4/21/2023

TPCBOD

Seller: **The City of Woodland Park Downtown Development Authority**

By: Tony Perry, Chairman, Board of Directors, The City of Woodland Park Downtown Development Authority

Address:

Phone: Fax:

Email Address: **tperrydda@city-woodlandpark.org**

Paul B. Neal III, Secretary, Board of Directors, The City of Woodland Park Downtown Development Authority

Date: 4/21/2023

PBN

Seller: **The City of Woodland Park Downtown Development Authority**

By: Paul B. Neal III, Secretary, Board of Directors, The City of Woodland Park Downtown Development Authority

Address:

Phone: Fax:

Email Address: **rneal@city-woodlandpark.org**

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: **Ascent Commercial Group, LLC**

Brokerage Firm's License #: **EC.100001887**



Date: **4/21/2023**

Broker's Name: **Mark Weaver**

Broker's License #: **ER.040030973**

Address: **300 W. South Avenue, #765 Woodland Park, CO 80866**

Ph: **719-337-3137** Fax: Email Address: **mark@ascentcommercial.com**

B. Broker Working with Seller

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

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

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

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other**

☐ (Clr)

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

Brokerage Firm's Name: *n/a*

Brokerage Firm's License #:

Broker's Signature _____ Date: _____

Broker's License #:

Address: *n/a n/a, n/a n/a*

Ph: *n/a* Fax: *n/a* Email Address:

CBS3-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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EXHIBIT ALEGAL DESCRIPTION

A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 632409 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND SITUATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 24 (PER THE HUNT ADDITION MONUMENTATION), AS MONUMENTED BY A 7/8" O.D. IRON PIPE BEARS S85°45'53"W, A DISTANCE OF 1280.37 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S85°45'53"W ALONG THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 621.35 FEET TO A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965";

THENCE N00°17'34"E, A DISTANCE OF 641.83 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT OF WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842";

THENCE N83°29'30"E ALONG THE SOUTH LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT OF WAY, A DISTANCE OF 246.46 FEET TO THE NORTHWESTERLY CORNER OF CENTER STREET AS SHOWN ON THE PLAT OF WOODLAND STATION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 656444 OF SAID COUNTY RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID WOODLAND STATION FILING NO. 1 THE FOLLOWING TWO (2) COURSES;

1.) THENCE S06°34'56"E, A DISTANCE OF 326.72 FEET;

2.) THENCE N83°30'09"E, A DISTANCE OF 338.17 FEET TO THE SOUTHEAST CORNER OF SAID WOODLAND STATION FILING NO. 1, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK STREET;

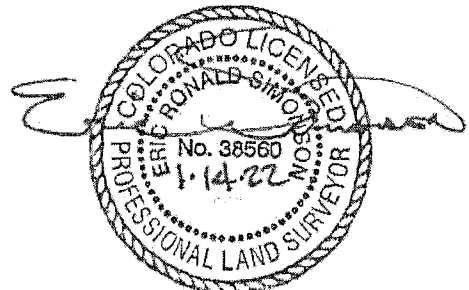
THENCE S00°19'53"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 6.62 ACRES (288,420 SQUARE FEET) OF LAND, MORE OR LESS.

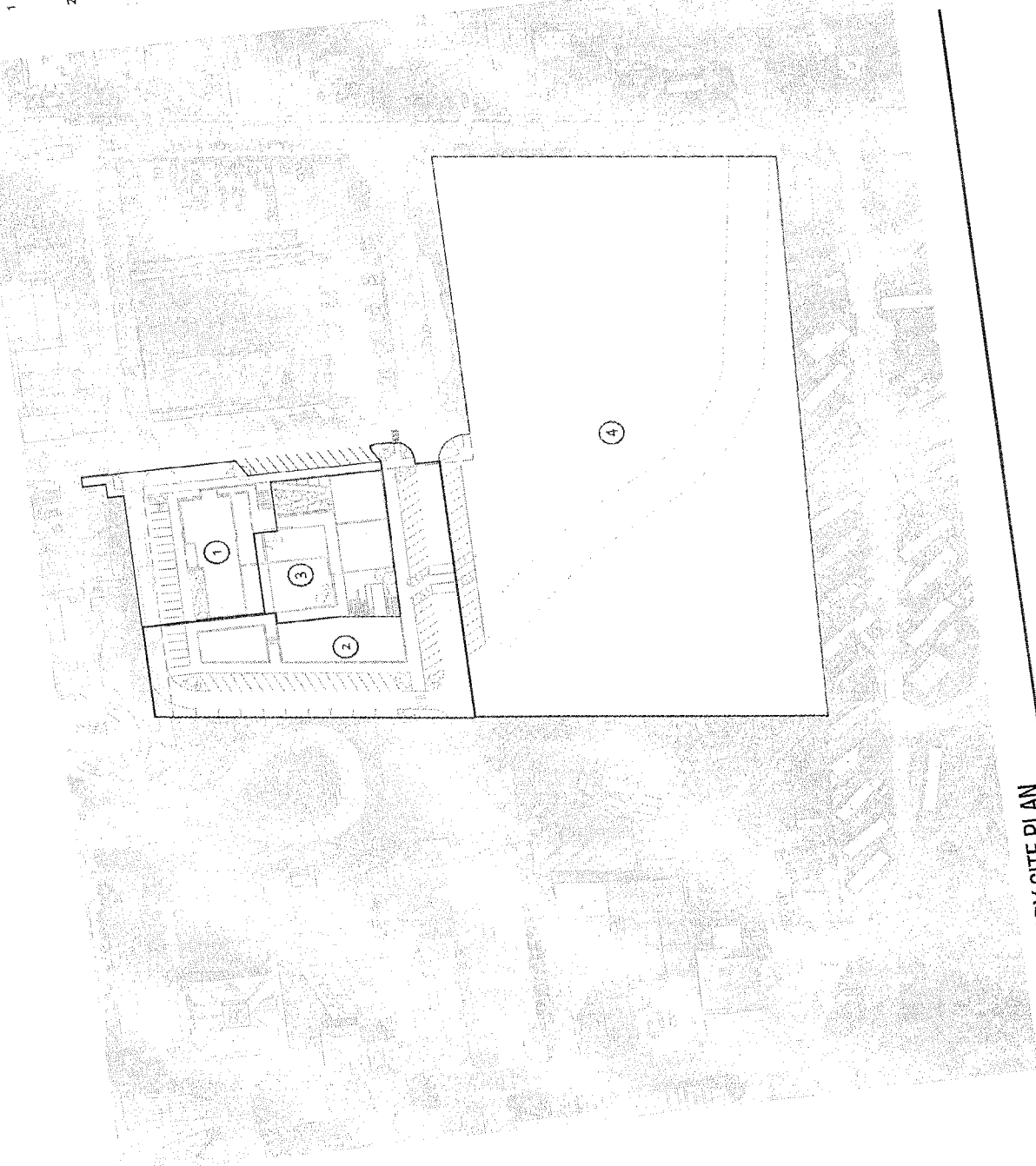
PREPARED BY:

ERIC SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920

R:\RAMPART\Legals\2022\22022 Legal Desc.doc



- PHASE 1:
RESTAURANT AND EVENT CENTER
BERGSTROM ALLEY ACCESS
- PHASE 2:
WEST PAD SITES
NORTH/SOUTH ACCESS
- PHASE 3:
SOUTH PAD SITES
PLAZA
- PHASE 4:
RESIDENTIAL DEVELOPMENT



PROJECT:	WOODLAND STATION
ISSUE DATE:	11.28.2022
ISSUED WITH:	-
REFERENCE SHEET:	-
PHASING	
COLORADO SPRINGS, CO 719.387.7856	
ECHO ARCHITECTURE, LLC	

PRELIMINARY SITE PLAN

1
1" = 100'

**ADDENDUM TO CONTRACT TO
BUY AND SELL REAL ESTATE (COMMERCIAL)**
(201 Saddle Club Avenue, Woodland Park, CO)

This ADDENDUM (the "Addendum") is attached to and made a part of that certain Contract to Buy and Sell Real Estate (Commercial) (collectively with this Addendum, the "Contract"), dated April 21, 2023 by and between **TAVA House Properties, LLC, a Colorado limited liability company** ("Buyer"), and **City of Woodland Park Downtown Development Authority** ("Seller") (together, the "Parties"), regarding that certain 6.62 acre-parcel of land located in Teller County, Colorado, legally described at paragraph 2.4 the Contract (the "Property"). To the extent of any inconsistencies between the terms of the Contract and the terms of this Addendum, the terms of this Addendum shall control and govern the rights and obligations of Seller and Buyer. In all other respects, the terms of the Contract are ratified and reaffirmed hereby. Any capitalized terms used but not otherwise defined in this Addendum shall have the meanings ascribed to them in the Contract. This Addendum has not been approved by the Colorado Real Estate Commission.

1. **Buyer Development Work.** As a material inducement to the transaction contemplated by the Contract, Buyer hereby covenants and agrees to perform the development obligations set forth below post-Closing (the "Development Work"). The Parties agree that the timely completion of the Development Work by Buyer is a significant part of Seller's determination of the fair value of the Property, as required by the provisions of C.R.S. § 31-25-808(2). The provisions of this Paragraph 1 shall expressly survive the Closing. Upon written request by Seller at any time before the Closing Date, Buyer further agrees to execute and record for the benefit of Seller and the City of Woodland Park (the "City") a performance deed of trust or similar document securing Buyer's performance of the Development Work. Any deadlines for completion of any portion of the Development Work may be adjusted and revised upon the mutual written agreement of the Parties.

Buyer also agrees to enter into a development agreement with the City and Seller ("Development Agreement"), in the form as approved by the Woodland Park City Council via Resolution No. 905, Series 2023, which shall be recorded against the Property as a condition of the Closing, and which shall, among other things, require the Buyer to comply with all applicable provisions of the Development Agreement, and all applicable codes, ordinances and policies of the City of Woodland Park, including the applicable Overlay District ordinance, the Design Guidelines, the Materials Management Plan, and the City's engineering specifications. The Development Agreement shall incorporate the City's standard subdivision development agreement with any amendments or additions as required by the City ("SDA"). The form of SDA included in the Development Agreement shall require the Buyer to collateralize the public improvements associated with each Phase on terms acceptable to the City Attorney.

Phase I

Within six (6) months after the Closing Date (the "Phase 1 Approval Deadline"), Buyer shall use best efforts to obtain final non-appealable approval from the City of Woodland Park and any other

governmental or quasi-governmental entities having jurisdiction of all entitlements or approvals necessary to construct the Phase 1 Improvements, including the replat of the Property to create a separate lot or lots for Phase 1 ("Phase 1 Approval"), as further set forth and contemplated in the Woodland Station Plan of Development (2023) attached hereto as **Exhibit 1**. Buyer shall have two (2) ninety-day options to extend the Phase 1 Approval Deadline (each an "Extension Option") by delivering written notice of the same to Seller at the notice address set forth in the Contract. Upon the timely exercise of the second Extension Option, the Re-Conveyance Fee (as defined in Paragraph 2 below) shall increase by an additional twenty-five thousand dollars (\$25,000.00). The date upon which Buyer receives Phase 1 Approval shall be the "Phase 1 Approval Date".

Within six (6) months after the Phase 1 Approval Date, Buyer shall commence construction of the Phase 1 Improvements. The date upon which Buyer commences construction of the Phase 1 Improvements shall be the "Phase 1 Commencement Date".

Within eighteen (18) months of Phase 1 Commencement Date, Buyer shall substantially complete construction of the Phase 1 Improvements. For purposes of this Addendum, "substantial completion" or "substantially complete" shall mean: (i) the issuance of a certificate of occupancy or temporary certificate of occupancy for any private improvements located upon the applicable Phase portion of the Property, and (ii) the probationary or conditional acceptance by the City of Woodland Park of any public improvements located upon the applicable Phase portion of the Property. No certificate of occupancy or temporary certificate of occupancy for any private improvements will be issued by the City of Woodland Park (operating by and through the Pikes Peak Regional Building Department) until such time as all public improvements associated with a Phase portion of the Property have been granted conditional acceptance or probationary acceptance by the City.

Phase II

Buyer shall commence construction on improvements within the Phase 2 portion of the Property on or before December 31, 2025. Buyer anticipates such improvements to be commercial buildings around a center town square concept, with the end-users/tenants to be determined at a future date.

Buyer shall substantially complete construction of the improvements within Phase 2 of the Property on or before December 31, 2027.

Phase III

Buyer shall commence construction on improvements within the Phase 3 portion of the Property on or before December 31, 2027. Buyer anticipates such improvements to include any additional infrastructure work needed in collaboration with the City of Woodland Park, State of Colorado, Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third-parties as may be required.

Buyer shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029.

Phase IV

Buyer, or its successor and/or assignee, shall commence construction on improvements within the Phase 4 portion of the Property as soon as reasonably practicable after completion of the Phase 4 improvements, subject to applicable market conditions. Buyer currently estimates such construction to commence on or before December 31, 2030. Buyer anticipates such improvements to include primarily residential improvements, with possible commercial improvements as well, to be determined by prevailing market conditions and the final product of constructed upon the Phases 1 through 3 portions of the Property.

Buyer, or its successor and/or assignee, shall substantially complete construction of the improvements within Phase 3 of the Property on or before the date that is thirty-six (36) months after the date Buyer commences construction of improvements located within the Phase 4 portion of the Property.

2. **Development Work Default; Remedies.** Upon the occurrence of any Event of Default by Buyer (as defined in subsection (e) below), Seller may, at Seller's option, which shall be evidenced by delivery of written notice to Buyer ("Notice of Breach"):

a. require Buyer to, within thirty (30) days of Buyer's receipt of a Notice of Breach: (i) re-convey by deed those portions of the Property that comprise each Phase (as set forth on Exhibit 1) that have not been substantially completed as of the date of Buyer's breach (the "Undeveloped Property") pursuant to the terms of Section 13(b) of the Development Agreement; and (ii) remit payment to Seller in the amount of \$100,000.00 (the "Re-Conveyance Fee"), as adjusted in the event both Extension Options are previously exercised by Buyer, within ten (10) after such reconveyance.

b. either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Undeveloped Property and take possession thereof (or any part thereof), and do any acts which it deems necessary or desirable to preserve the value or marketability of the Undeveloped Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Undeveloped Property shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Undeveloped Property, the Seller shall be entitled to exercise every right provided for any Deed of Trust recorded pursuant to Paragraph 1 above, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale;

c. commence an action to foreclose any Deed of Trust recorded pursuant to Paragraph 1 above, to appoint a receiver, or to specifically enforce any of the covenants hereof; or

d. Seller shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 2, including, but not limited to, reasonable attorneys' fees.

e. The occurrence of any of the following events or conditions shall constitute an "Event of Default" under this Addendum: (i) Buyer fails to perform or observe any of the covenants, conditions or provisions of the Contract or this Addendum; (ii) the insolvency of Buyer; or the execution by Buyer of an assignment for the benefit of creditors; the filing by Buyer (or against Buyer that is not dismissed within 45 days after the filing thereof) of any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter in effect; the entry of an order for relief under such laws with respect to Buyer; or the appointment of a receiver for all or any portion of the Property by reason of the insolvency of Buyer; or (iii) the liquidation, termination or dissolution of Buyer.

3. **Closing Conditioned on Future Administrative and Legislative Action.** Prior to Closing, the Board of Directors of the Seller ("Board") and the City Council of the City of Woodland Park ("City Council") will each consider the adoption of a resolution authorizing the sale of the Property to Buyer (the "Sale Resolutions") as required by C.R.S. § 31-25-808(2). The Parties specifically agree that the Closing Date shall occur on a date following the effective date of the Sale Resolutions. The Seller shall provide the Buyer with all planned and scheduled dates related to the Board's and City Council's consideration of the Sale Resolutions and shall keep the Buyer informed of any change(s) in such dates.

4. **Due Diligence Documents; Access and Testing.** With respect to the Due Diligence Documents to be delivered by Seller to Buyer under this Contract, Seller shall deliver those items that are in Seller's possession or reasonably attainable as of the date of this Contract, and Seller shall supplement such documents through the contract period up to Closing if new items come into existence or into Seller's actual possession or control that would be included in the Due Diligence Documents. From and after MEC and continuing until Closing, Buyer (either on its own behalf or through representatives or agents) is granted permission and authority to enter the Property during normal business hours and subject to advance notice to Seller for purposes of conducting such inspections and investigations as Buyer deems necessary or appropriate, and to conduct procedures to assess the feasibility of the transactions contemplated by this Contract, including but not limited to reviewing the Due Diligence Documents and other information, conducting market analyses and surveys, contacting applicable governmental or governing agencies, and conducting any title and survey reviews, soils testing, engineering studies, and environmental assessments, at Buyer's sole cost and expense. Seller shall arrange for access to the Property for inspection upon reasonable notice by Buyer, with email and/or telephone contact being acceptable for such purposes by Buyer contacting the Board Chair (Tony Perry) by phone at 719-433-4055 or by email at tperrydda@city-woodlandpark.org.

5. **Assignment.** Notwithstanding anything contained in the Contract to the contrary, this Contract cannot be assigned in whole or in part by either party without the prior written consent of the other; provided, however, that Buyer shall have the right to assign all or any portion of this Contract and its rights hereunder to any other entity owned, managed or controlled by Buyer, or to entities that control Buyer or are under common control with Buyer ("Permitted Assignees").

The Buyer shall: (1) provide a minimum of five business day advance written notice to Seller of Buyer's proposed assignment of this Contract to one or more Permitted Assignees, and (2) provide a fully executed copy of any assignment of this Contract to one or more Permitted Assignees to Seller. No other assignment by Buyer shall be permitted without Seller's express written consent, which may be withheld in Seller's sole discretion.

6. **Severability**. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be narrowly construed and shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. **Counterparts**. This Addendum may be executed in any number of duplicate originals and counterparts, which together shall constitute one and the same instrument. Facsimile and electronically transmitted signatures shall be acceptable as original signatures.

8. **Governmental Immunity**. Nothing in this Contract shall be construed as a waiver of the rights and privileges of the Seller pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Seller and its officers or employees.

[Signatures appear on the following page.]

[Buyer Signature page to Addendum to Contract to Buy and Sell Real Estate]

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

“BUYER”

TAVA HOUSE PROPERTIES, LLC,
a Colorado limited liability company

By: Mark Weaver
Mark Weaver (Apr 21, 2023 11:48 MDT)

Mark Weaver, Manager

By: Derek Waggoner
Derek Waggoner (Apr 21, 2023 12:09 MDT)

Derek Waggoner, Manager

Date: Apr 21, 2023, 2023

[Seller Signature page to Addendum to Contract to Buy and Sell Real Estate]

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

“SELLER”

WOODLAND PARK DOWNTOWN
DEVELOPMENT AUTHORITY

By: Tony L Perry
Tony L Perry (Apr 21, 2023 14:10 MDT)
Tony Perry, Chair

By: Paul B. Neal III
Paul B. Neal III (Apr 21, 2023 14:37 MDT)
Paul B. Neal III, Secretary

Date: Apr 21, 2023, 2023

EXHIBIT 1

SEE ATTACHED PLAN OF DEVELOPMENT

**Woodland Station Plan of Development
TAVA House Properties, LLC
2023**

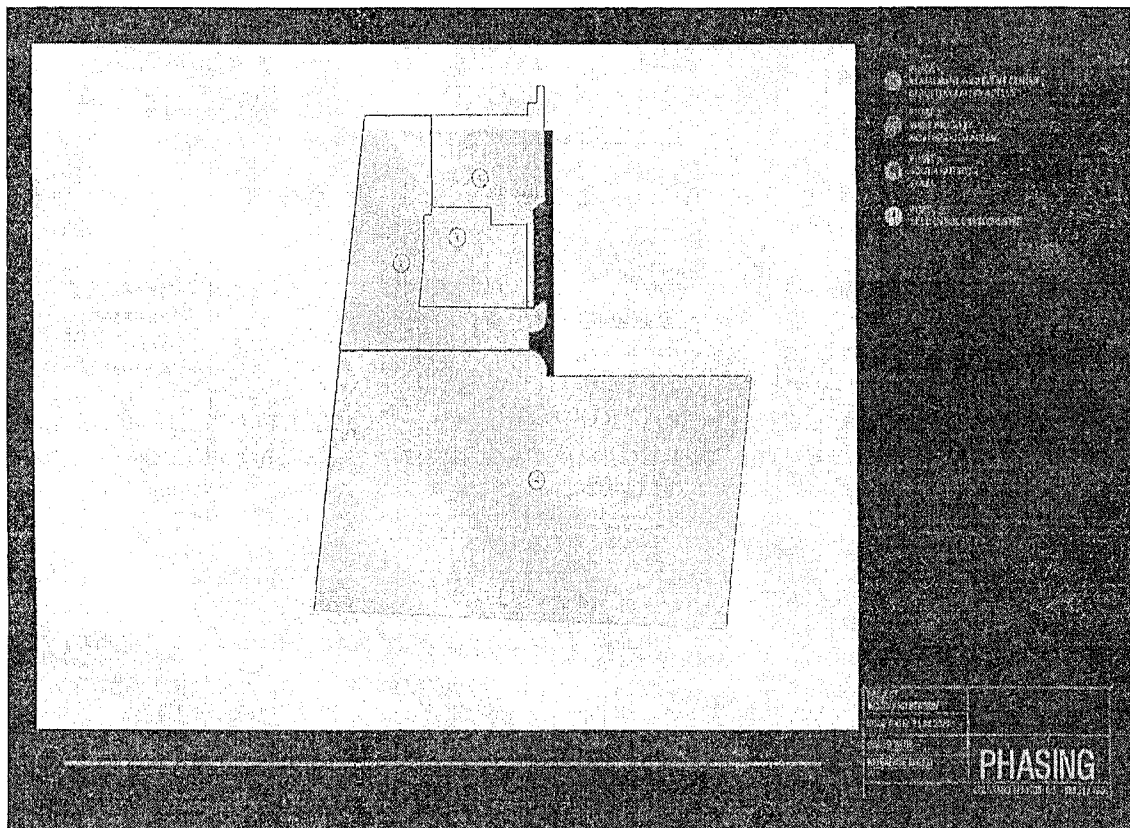
Summary

TAVA House Properties, LLC (THP) shall proceed with the following Plan of Development (Plan) for the 6.63 acres this is commonly known as "Woodland Station". While there are other adjacent properties that may eventually be incorporated into the Plan, since THP does not own or control those parcels, our focus for this Plan is just for the Woodland Station property.

Once THP acquires the 6.63 acres, immediate work begins in working with the City of Woodland Park Planning Staff in the form of submittals for Phase I, the TAVA Restaurant facilities. It is the hope of THP that site work can begin late summer of this year, with a grand opening in the summer of 2024.

Phases 2-3 will occur as outlined below, with Phase 4 eventually bringing in a housing component or mixed-use development, so Phases 1-3 will all be commercial uses. It should be noted that Phases 2-4 are subject to change and are dependent on market factors and demands, and as such, the uses and placement of those uses is in concept form only.

THP will conform to all City of Woodland Park Zoning standards and also the Woodland Station Overlay District Regulations as well as Design Guidelines.



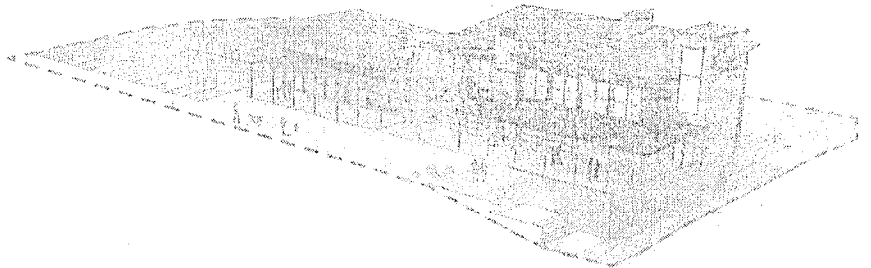
Phase 1

Within six (6) months after the conveyance of the Woodland Station property (the "Subject Property") by the DDA to THP (the "Phase 1 Approval Deadline"), THP shall use best efforts to obtain final non-appealable approval from the City of Woodland Park and any other governmental or quasi-governmental entities having jurisdiction of all entitlements or approvals necessary to construct all necessary private and public improvements necessary (the "Phase 1 Improvements") to support Phase 1, including a replat of the Subject Property to create a separate lot or lots for Phase 1.

This Phase will see the beginning of construction for the TAVA House Restaurant that will house 2 restaurant concepts, a culinary school and a small banquet hall. Consisting of about 10,000 square feet, this facility will employ 40+/- people in various capacities for restaurant management along with full and part time workers.

PHASE 1

- BERGSTROM ALLEY EXTENSION
- TAVA HOUSE CONSTRUCTION



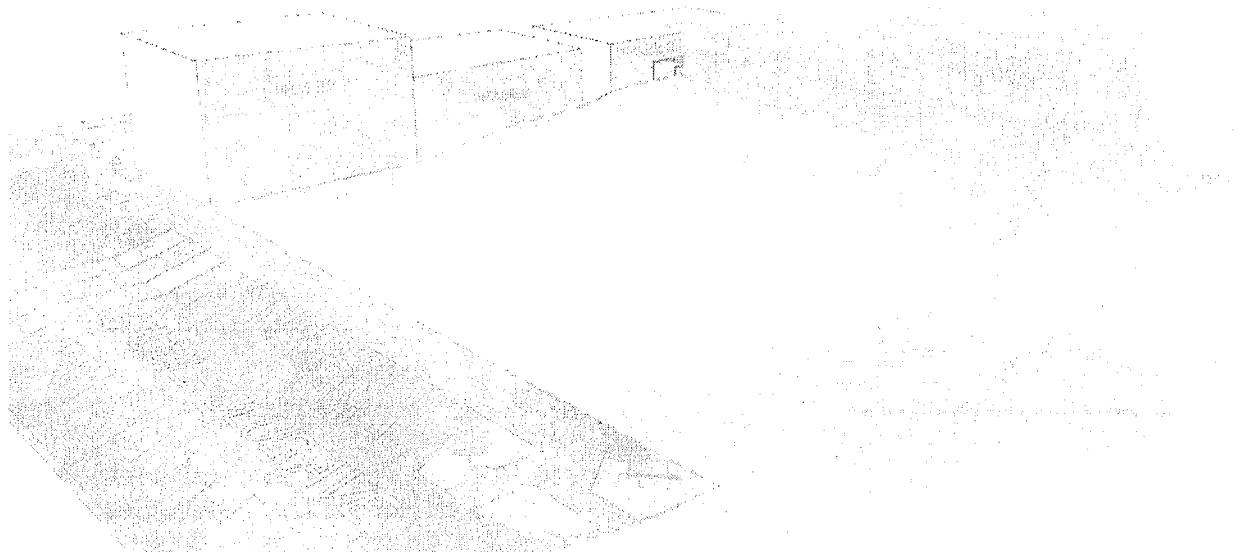
Phase 2

THP shall commence construction on improvements within the Phase 2 portion of the Subject Property on or before December 31, 2025. Buyer anticipates such improvements to be commercial buildings around a center town square concept, with the end-users/tenants to be determined at a future date.

Buyer shall substantially complete construction of the public and private improvements within Phase 2 of the Property on or before December 31, 2027.

PHASE 2

- SADDLE CLUB AVE EXTENSION
- SOUTH PARK STREET CONSTRUCTION
- WEST COMMERCIAL BUILDING(S) CONSTRUCTION



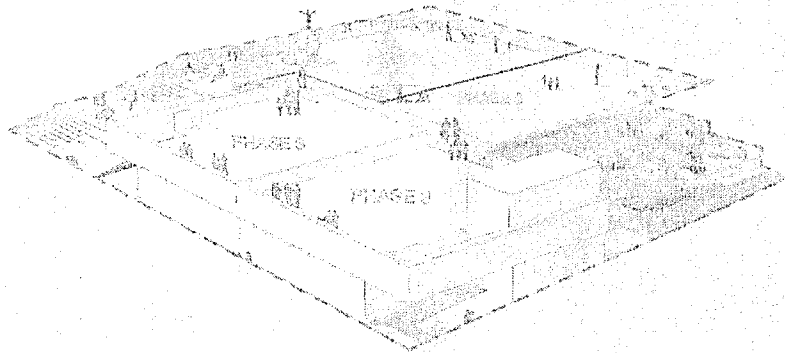
Phase 3

THP shall commence construction on improvements within the Phase 3 portion of the Subject Property on or before December 31, 2027. TAVA House anticipates such improvements to include any additional infrastructure work needed in collaboration, including cost-sharing, with the City of Woodland Park, State of Colorado, Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third parties as may be required.

THP shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029.

PHASE 3

- CENTRAL PLAZA CONSTRUCTION
- SOUTH SIDE STAIR CONSTRUCTION
- EAST RAMP/PLANTER CONSTRUCTION
- SOUTH COMMERCIAL BUILDING(S) CONSTRUCTION



Phase 4

THP, or its successor and/or assignee, shall commence construction on improvements within the Phase 4 portion of the Property as soon as reasonably practicable after completion of the Phase 3 improvements, subject to applicable market conditions. TAVA House currently estimates such construction to commence on or before December 31, 2030. Buyer anticipates such improvements to include primarily residential improvements, with possible commercial improvements as well, to be determined by prevailing market conditions and the final product constructed upon Phase 1, Phase 2 and Phase 3.

THP, or its successor and/or assignee, shall substantially complete construction of the improvements within Phase 4 of the Property on or before the date that is thirty-six (36) months after the date THP (or its successor/assign) commences construction of improvements located within the Phase 4 portion of the Property.

EXHIBIT C
Performance Deed of Trust

[attached]

PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST ("Deed of Trust") is made as of April 28, 2023 ("Effective Date") by **TAVA HOUSE PROPERTIES, LLC**, a Colorado limited liability company, as the owner appearing on title to the Property (defined below) ("Trustor"), and the Public Trustee of Teller County, Colorado ("Trustee"), for the benefit of the **WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY**, a body corporate of the State of Colorado ("DDA"), and the **CITY OF WOODLAND PARK, COLORADO**, a Colorado home rule municipality, acting by and through its City Council ("City", and together with DDA, the "Beneficiary").

RECITALS

A. Trustor and DDA are parties to that certain Contract to Buy and Sell Real Estate dated April 21, 2023, as supplemented by that certain Addendum of the same date (collectively, the "Contract"), whereby Beneficiary sold and Buyer purchased that certain 6.62 acre-parcel of land located in Teller County, Colorado, legally described in the attached Exhibit A incorporated herein by this reference (the "Property").

B. Trustor, DDA and the City are parties to that certain Woodland Station Development Agreement dated _____, 2023, and recorded in the real property records of Teller County, Colorado on _____, 2023 at Reception No. _____ (the "Development Agreement"), whereby Trustor agrees to develop the Property subject to certain terms and conditions further set forth therein.

C. Pursuant to the Contract and Development Agreement, Trustor has committed to performing certain obligations with respect to the development of the Property and construction of certain improvements thereon, and Trustor agrees to be bound by the obligations set forth in the Contract and Development Agreement and agrees to grant to Beneficiary a security interest in the Property securing the performance of the obligations of Trustor set forth therein, upon the terms and condition herein.

AGREEMENT

NOW, THEREFORE, to secure the full and timely performance by Trustor of the Secured Obligations (defined below), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Grant in Trust. Trustor, in consideration of the promises herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale, all estate, right title and interest which Trustor now has or may later acquire in and to the Property, together with all of the following:

(i) all improvements now or hereafter located or constructed on the Property and all replacements and additions thereto ("Improvements");

(ii) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances");

(iii) all fixtures now or hereafter attached to or used in and about the Property or the

improvements located thereon or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the improvements in any manner ("Fixtures and Equipment"); and

(iv) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents").

All of the above-referenced Property, Improvements, Appurtenance, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "Security", provided however, the "Security" shall not include: (i) any subdivided lot comprising a portion of the Property upon which Trustor has received final non-appealable re-plat approval from the applicable governmental authority and of which Beneficiary has released its security interest therein pursuant to Paragraph 10 below (each a "Development Lot"); and (ii) any Improvements, Appurtenances, Fixtures and Equipment, Leases, or Rents specifically located upon or directly attributable to such Development Lot. For purposes of this Deed of Trust, "final non-appealable re-plat approval" shall mean the date on which the final plat for a specific Phase (as that term is defined in the Contract) and the corresponding fully executed subdivision development agreement ("SDA") in substantially the form required by the Development Agreement have been recorded in the Teller County real property records, and all security necessary to collateralize the public improvements associated with the Phase(s) identified in the final plat and SDA, in the form of a cash deposit or one or more irrevocable letters of credit in a form approved by the City Attorney have been posted with and accepted by the City. Upon written request of Trustor, the City shall confirm the date of "final non-appealable re-plat approval" in writing within ten (10) days of receipt of Trustor's written request for said confirmation.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and/or performance of the following (the "Secured Obligations"):

2.1 Development Work. Trustor, as Buyer under the Contract and as a party to the Development Agreement, hereby covenants and agrees to timely perform and complete the Development Work set forth in the Contract and Development Agreement.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of all of portions of the Property that are part of the Security. Upon the occurrence of any such Event of Default, Beneficiary may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of any portions of the Property that are part of the Security, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of such Property does not depend upon whether or not Beneficiary takes possession of such Property. The entering upon and taking possession of such Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in

any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of portions of the Property that are part of the Security and constitute fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to all of portions of the Property and the Improvements that are part of the Security. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Teller County, Colorado and shall also operate from the date of such filing as a fixture filing in accordance with applicable Colorado law and other applicable provisions of the UCC. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

5. Trustor's Representations, Warranties and Covenants.

5.1 Trustor's Estate. Trustor represents and warrants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that this Deed of Trust is not inferior to any other security interest in the Property, except in the case when Trustor's construction lender executes loan documents for construction of improvements, utilities, access, or parking granting construction lender a first-position security interest upon such portions of the Property for which final non-appealable re-plat approval has been received by Trustor from the applicable governmental authority, as that term is defined in Paragraph 1 above. With respect to each Phase, as such Phases are described with specificity in the Contract and Development Agreement, each such event shall require Beneficiary to subordinate this Deed of Trust to said construction lender's security interest or grant a partial release of this Deed of Trust as it applies to each such Phase. Unless Beneficiary otherwise approves in writing a request from Trustor to subordinate or release multiple Phases simultaneously (which approval shall not be unreasonably withheld), Beneficiary shall not be required to subordinate or grant a partial release of this Deed of Trust with respect to a subsequent Phase until Trustor has achieved substantial completion of the Development Work required within the immediately preceding Phase(s) in conformance with the Contract and Development Agreement. Trustor agrees to provide to Beneficiary a mutually acceptable subordination agreement or form of partial release and record the same, at Trustor's cost, provided however, Trustor shall not be responsible for Beneficiary's legal fees incurred with respect to reviewing said subordination agreement. Trustor agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the Beneficiary's interest in the Security.

5.2 Charges; Liens. Trustor will pay prior to delinquency, all taxes, assessments and other charges, fines and impositions affecting the Security directly to the payee thereof. Upon request by the Beneficiary, Trustor will promptly furnish to the Beneficiary all notices of such amounts due. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, levy, charge or assessment so long as its validity is being actively contested in good faith and by appropriate actions and/or proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5.3 Preservation and Maintenance of Security. Trustor will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or

deterioration of the Security. Trustor will obtain and maintain sufficient insurance coverage on the Security, in minimum amounts and forms of coverage as commercially reasonable. If there arises a condition in contravention of this paragraph, and if the Trustor has not cured such condition within thirty (30) days after receiving notice of such a condition from Beneficiary, then in addition to any other rights available to the Beneficiary, the Beneficiary shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

5.4 Protection of the Beneficiary's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the Beneficiary's interest in the Security, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Beneficiary, at its option, without releasing Trustor from any obligation hereunder, may make such appearances, disburse such sums and take such action as it determines necessary to protect the Beneficiary's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs. Any amounts disbursed by the Beneficiary pursuant to this paragraph, with interest thereon, will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amount will be payable upon notice from the Beneficiary to Trustor requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the Beneficiary to incur any expense or take any action hereunder.

5.5 Inspection. The Beneficiary may make or cause to be made reasonable entries upon and inspections of the Security; provided that the Beneficiary will give Trustor reasonable notice of inspection.

5.6 Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in, on, under, about, or from the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses and to maintenance of the Property when used and disposed of in accordance with Environmental Law.

"Hazardous Substances" means any substance defined as toxic or hazardous substances or hazardous waste or regulated under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Environmental Law" means all federal, state or local statutes, ordinances, regulations, orders, decrees and judgments that relate to health, safety or environmental protection including without limitation the regulation of the use, disposal, manufacture, or release of Hazardous Substances.

Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

6. Nonliability for Negligence, Loss, or Damage; No Joint Venture. Trustor acknowledges, understands and agrees that the relationship between Trustor and the Beneficiary is solely that of a borrower and secured party, and that the Beneficiary does not undertake or assume any responsibility for or duty to Trustor to select, review, inspect, supervise, pass judgment on, or inform Trustor of the quality, adequacy or suitability of the Security or any other matter. The Beneficiary owes no duty of care to protect Trustor against any condition of, or located on, the Security and Trustor agrees that neither Trustor, or Trustor's heirs, successors or assigns shall ever claim, have or assert any right or action against the Beneficiary for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold Beneficiary harmless from any liability, loss or damage for these things. Nothing contained herein shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of a borrower and lender.

7. Indemnity. Trustor agrees to defend, indemnify, and hold Beneficiary and its agents, officers, employees, and agents ("Indemnitees") harmless from and against all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that the Indemnitees may incur as a direct or indirect consequence of: (i) Trustor's failure to perform any obligations as and when required by the Contract or Development Agreement and this Deed of Trust; or (ii) the failure at any time of any of Trustor's representations or warranties to be true and correct.

8. Acceleration; Remedies. Upon Trustor's breach of any covenant or agreement of Trustor in the Contract, the Development Agreement or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust or other covenants or agreements of Trustor as specifically set forth in the Contract or Development Agreement, the Beneficiary, prior to acceleration, will mail by express delivery with delivery receipt, notice to Trustor specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Trustor as shown on the return receipt, by which such breach is to be cured; and (4) if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the Beneficiary, at the Beneficiary's option, may:

(a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by Colorado law;

(b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Beneficiary, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Security, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale;

(c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or

(d) exercise all other rights and remedies provided herein, in the instruments by

which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

9. Trustor's Right to Reinstate. Notwithstanding the Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by the Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust if there were no acceleration under this Deed of Trust; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in the Contract, the Development Agreement or this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in the Contract, the Development Agreement or this Deed of Trust, and in enforcing the Beneficiary's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

10. Termination. Upon final non-appealable re-plat approval of a Development Lot, and if the Trustor owns and occupies the each such Development Lot and is not in violation of any provisions of this Deed of Trust, this Deed of Trust shall automatically become null and void with respect to each such Development Lot of the then applicable Phase (as such term and timelines are set forth in the Contract and Development Agreement), and Beneficiary's security interest in each such Development Lot created by this Deed of Trust shall be deemed fully released, terminated and extinguished. Upon such final non-appealable re-plat approval of a Development Lot and the substantial completion of all Development Work required on previous Phases (as further set forth in Section 5.1 above), Beneficiary further agrees, upon written notice from Trustee, to promptly release and surrender this Deed of Trust as may be necessary to remove this Deed of Trust as an encumbrance on title to each Development Lot. Beneficiary will deliver a partial or full release (as applicable) of this Deed of Trust upon such request without warranty and without charge to the person or persons legally entitled thereto.

11. Miscellaneous.

11.1 Forbearance by the Beneficiary Not a Waiver. Any forbearance by the Beneficiary in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Beneficiary will not be a waiver of the Beneficiary's right to require satisfaction of any obligations secured by this Deed of Trust.

11.2 Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11.3 Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Beneficiary and Trustor subject to the provisions of this Deed of Trust.

11.4 Joint and Several Liability. If this Deed of Trust is executed by more than one person as Trustor, the obligations of each shall be joint and several.

11.5 Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, addressed to Trustor at the address shown for the Property in the recitals above or such other address as Trustor may designate by notice to the Beneficiary as provided herein, and (b) any notice to the Beneficiary will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, to Beneficiary's address set forth in the first paragraph of this Deed of Trust, or to such other address as the Beneficiary may designate by notice to Trustor as provided above. Notice shall be effective as of the date received by the Beneficiary as shown on the return receipt.

11.6 Governing Law. This Deed of Trust shall be governed by the laws of the State of Colorado.

11.7 Severability. In the event that any provision or clause of this Deed of Trust or the Contract conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Contract, and to this end the provisions of this Deed of Trust and the Contract (as applicable) are declared to be severable.

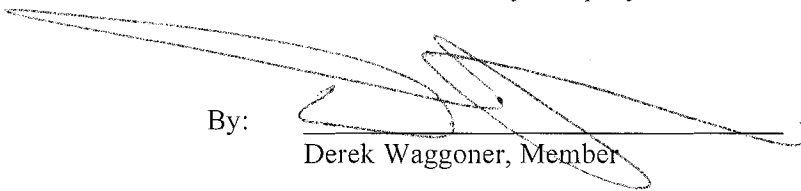
11.8 Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

*[SIGNATURE AND NOTARIZATION ON
FOLLOWING PAGE]*

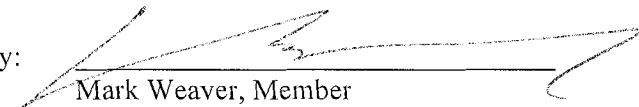
IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

EXECUTED BY TRUSTOR

TAVA HOUSE PROPERTIES, LLC,
a Colorado limited liability company

By: 

Derek Waggoner, Member

By: 

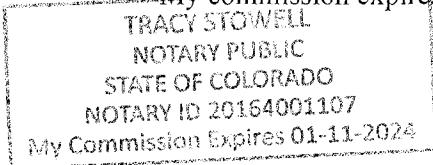
Mark Weaver, Member

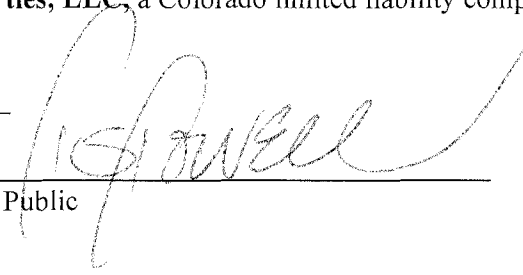
STATE OF COLORADO)
) ss
COUNTY OF TEUER)

The foregoing instrument was acknowledged before me this 28 day of April, 2023, by Derek Waggoner, as Member of **Tava House Properties, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 1/11/2024



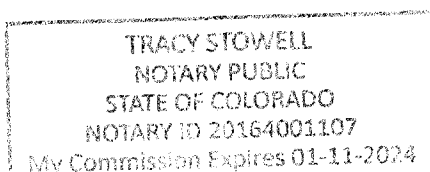

Notary Public

STATE OF COLORADO)
) ss
COUNTY OF TEUER)

The foregoing instrument was acknowledged before me this 28 day of April, 2023, by Mark Weaver, as Member of **Tava House Properties, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 1/11/2024



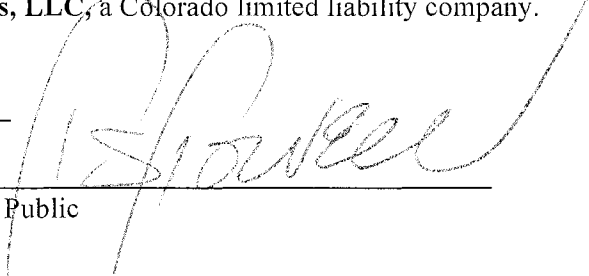

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

[SEE ATTACHED]

EXHIBIT ALEGAL DESCRIPTION

A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 632409 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND SITUATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 24 (PER THE HUNT ADDITION MONUMENTATION), AS MONUMENTED BY A 7/8" O.D. IRON PIPE BEARS S85°45'53"W, A DISTANCE OF 1280.37 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S85°45'53"W ALONG THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 621.35 FEET TO A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965";

THENCE N00°17'34"E, A DISTANCE OF 641.83 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT OF WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842";

THENCE N83°29'30"E ALONG THE SOUTH LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT OF WAY, A DISTANCE OF 246.46 FEET TO THE NORTHWESTERLY CORNER OF CENTER STREET AS SHOWN ON THE PLAT OF WOODLAND STATION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 656444 OF SAID COUNTY RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID WOODLAND STATION FILING NO. 1 THE FOLLOWING TWO (2) COURSES;

1.) THENCE S06°34'56"E, A DISTANCE OF 326.72 FEET;

2.) THENCE N83°30'09"E, A DISTANCE OF 338.17 FEET TO THE SOUTHEAST CORNER OF SAID WOODLAND STATION FILING NO. 1, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK STREET;

THENCE S00°19'53"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 6.62 ACRES (288,420 SQUARE FEET) OF LAND, MORE OR LESS.

PREPARED BY:

ERIC SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920

R:\RAMPART\Legals\2022\22022 Legal Desc.doc

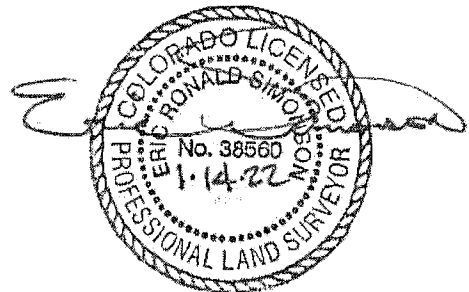


EXHIBIT D
Woodland Station Plan

(Woodland Station Plan of Development – TAVA House Properties, LLC (2023))

[see attached]

**Woodland Station Plan of Development
TAVA House Properties, LLC
2023**

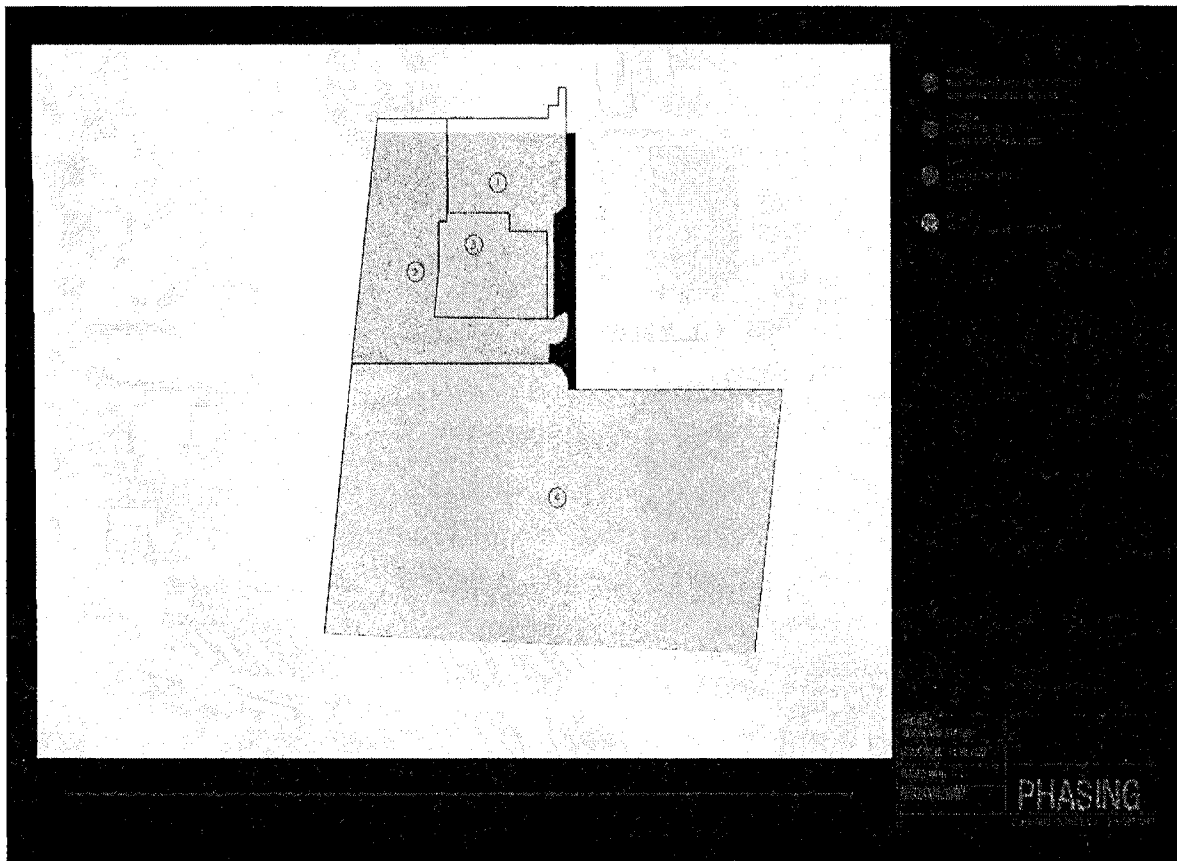
Summary

TAVA House Properties, LLC (THP) shall proceed with the following Plan of Development (Plan) for the 6.63 acres this is commonly known as "Woodland Station". While there are other adjacent properties that may eventually be incorporated into the Plan, since THP does not own or control those parcels, our focus for this Plan is just for the Woodland Station property.

Once THP acquires the 6.63 acres, immediate work begins in working with the City of Woodland Park Planning Staff in the form of submittals for Phase I, the TAVA Restaurant facilities. It is the hope of THP that site work can begin late summer of this year, with a grand opening in the summer of 2024.

Phases 2-3 will occur as outlined below, with Phase 4 eventually bringing in a housing component or mixed-use development, so Phases 1-3 will all be commercial uses. It should be noted that Phases 2-4 are subject to change and are dependent on market factors and demands, and as such, the uses and placement of those uses is in concept form only.

THP will conform to all City of Woodland Park Zoning standards and also the Woodland Station Overlay District Regulations as well as Design Guidelines.



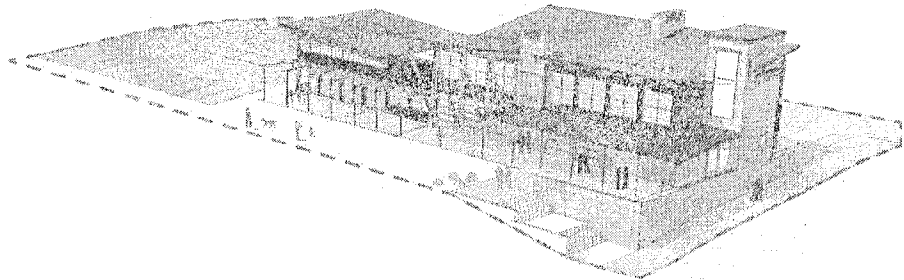
Phase 1

Within six (6) months after the conveyance of the Woodland Station property (the "Subject Property") by the DDA to THP (the "Phase 1 Approval Deadline"), THP shall use best efforts to obtain final non-appealable approval from the City of Woodland Park and any other governmental or quasi-governmental entities having jurisdiction of all entitlements or approvals necessary to construct all necessary private and public improvements necessary (the "Phase 1 Improvements") to support Phase 1, including a replat of the Subject Property to create a separate lot or lots for Phase 1.

This Phase will see the beginning of construction for the TAVA House Restaurant that will house 2 restaurant concepts, a culinary school and a small banquet hall. Consisting of about 10,000 square feet, this facility will employ 40+/- people in various capacities for restaurant management along with full and part time workers.

PHASE 1

- BERGSTROM ALLEY EXTENSION
- TAVA HOUSE CONSTRUCTION



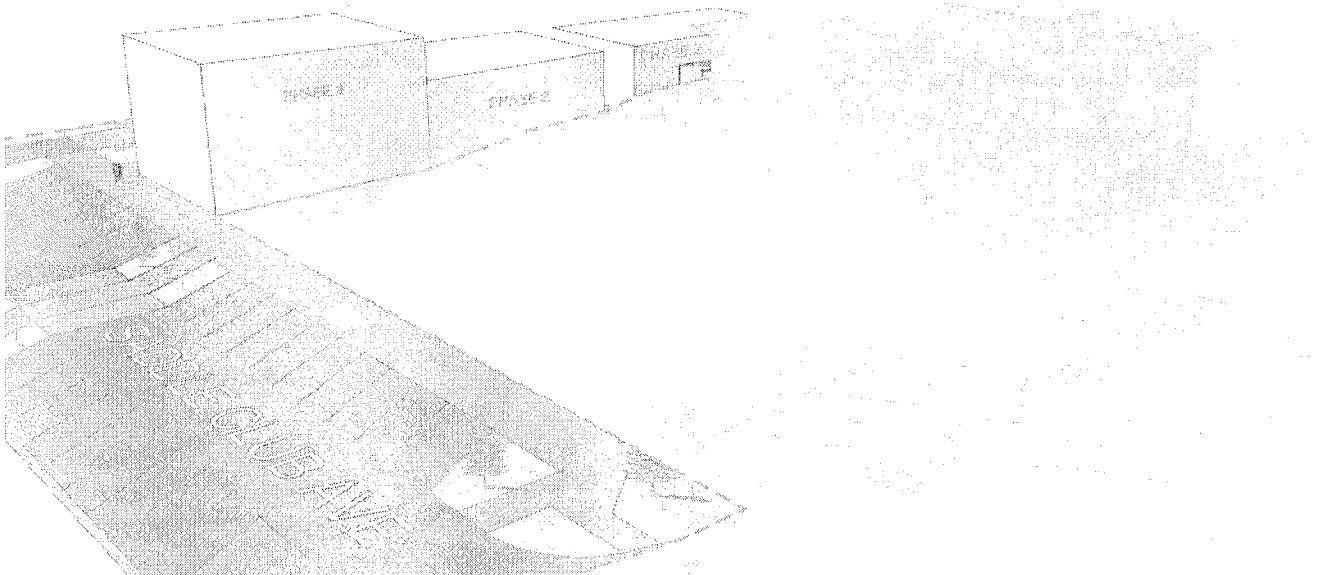
Phase 2

THP shall commence construction on improvements within the Phase 2 portion of the Subject Property on or before December 31, 2025. Buyer anticipates such improvements to be commercial buildings around a center town square concept, with the end-users/tenants to be determined at a future date.

Buyer shall substantially complete construction of the public and private improvements within Phase 2 of the Property on or before December 31, 2027.

PHASE 2

- SADDLE CLUB AVE EXTENSION
- SOUTH PINE STREET CONSTRUCTION
- WEST COMMERCIAL BUILDING(S) CONSTRUCTION



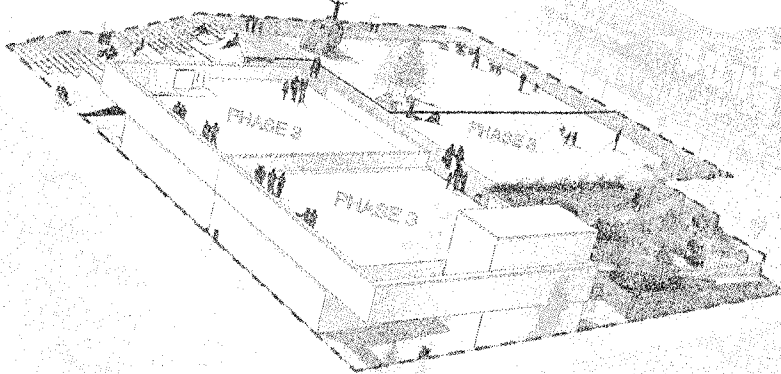
Phase 3

THP shall commence construction on improvements within the Phase 3 portion of the Subject Property on or before December 31, 2027. TAVA House anticipates such improvements to include any additional infrastructure work needed in collaboration, including cost-sharing, with the City of Woodland Park, State of Colorado, Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third parties as may be required.

THP shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029.

PHASE 3

- CENTRAL PLAZA CONSTRUCTION
- SOUTH SITE STAIR CONSTRUCTION
- EAST RAMP/PLAZA CONSTRUCTION
- SOUTH COMMERCIAL BUILDING(S) CONSTRUCTION



Phase 4

THP, or its successor and/or assignee, shall commence construction on improvements within the Phase 4 portion of the Property as soon as reasonably practicable after completion of the Phase 3 improvements, subject to applicable market conditions. TAVA House currently estimates such construction to commence on or before December 31, 2030. Buyer anticipates such improvements to include primarily residential improvements, with possible commercial improvements as well, to be determined by prevailing market conditions and the final product constructed upon Phase 1, Phase 2 and Phase 3.

THP, or its successor and/or assignee, shall substantially complete construction of the improvements within Phase 4 of the Property on or before the date that is thirty-six (36) months after the date THP (or its successor/assign) commences construction of improvements located within the Phase 4 portion of the Property.

EXHIBIT E
Form of Subdivision Development Agreement (SDA)

[see attached]

10.1 SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day _____, 20____ by and between the CITY OF WOODLAND PARK (the "City"), and _____ (the "Developer"):

WHEREAS, the property which is subject to this agreement is the _____ Subdivision, within the City of Woodland Park, County of Teller, Colorado, and the Developer has submitted this plat for the subject property to the City for approval as required by City Ordinance; and

WHEREAS, the Developer and City desire to provide for the orderly development of the subject area now submitted to platting and provide for all matters required by the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City; and

WHEREAS, City Code Section 13.12.040, City Code Section 13.36.030 and City Code Section 17.44.030 provide for an agreement with those desiring to extend water or sewer facilities, requiring all third parties to pay for their pro-rata share of the cost of extension prior to tapping on to said facilities; and

WHEREAS, the parties hereto wish to make an equitable agreement defining various terms concerning the construction/installation of such facilities,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. GENERAL CONDITIONS

1. The Developer agrees as follows:

- a. To develop the platted area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City.
- b. To install and construct the following public improvements: street base and surface, water lines, sanitary sewer line, drainage, street signs, traffic control signs; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City. All public improvements shall be installed/constructed in accordance with the engineering plans filed with and approved by the City Engineer or appointed representative on _____, and according to revised engineering plans as may be received and approved by the City Engineer or appointed representative.
- c. To obtain, place, and keep current with the City, a surety bond, letter of credit, or other acceptable assurance, for the purpose of guaranteeing to the City, the installation, interim maintenance and final acceptance by the City of all public improvements in accordance with the Subdivision Regulations, Engineering specifications, Zoning Ordinance, and all other applicable ordinances of the City. The amount of the collateral shall be equal to one

hundred and fifty percent (150%) of the construction cost as estimated by the Developer and approved by the City Engineer or appointed representative. The amount of this collateral is hereby set at \$_____ as shown by Exhibit A attached. The Developer shall remain liable for all costs of completion of the required public improvements in excess of this amount.

- d. The Developer agrees that after initial acceptance by the City Engineer or appointed representative of all public improvements, said improvements shall become the sole and exclusive property of the City free and clear from any liens, claims, restrictions or encumbrances. The Developer shall furnish the City lien waivers and/or satisfactory proof that all claims and payments to be made in connection with installation/construction of said public improvements have been satisfied.
 - e. The Developer SHALL FURTHER: Maintain all public improvements in the subdivision until these improvements have received initial acceptance by the City for maintenance. The Developer agrees to warrant workmanship and material for one (1) year from date of initial acceptance by the City.
2. All improvements shall be completed by _____ unless an extension is granted as outlined in Section 17.28.030 of the Municipal Code. Street paving shall not be completed until all water, sanitary sewer, drainage, and other utilities are installed and accepted by the City unless otherwise approved by the City Engineer or appointed representative.
 3. The City and the Developer agree and understand as follows:
 - a. All construction installation shall be done and accomplished in accordance with City Ordinances, Engineering Specifications, rules, regulations, and standards in effect at the time of the execution of this Agreement and under the observation of the City.
 - b. The construction cost for all public improvements shall be borne by Developer.
 - c. Any costs for engineering, construction staking, and right of way acquisition shall be borne by Developer.
 - d. If desired by the City, portions of the improvements may be placed in service when completed, but such use and occupation shall not constitute an acceptance of said portions. However and notwithstanding the preceding sentence, any portion of the improvements placed into service by the City for a period of _____ months shall constitute an initial acceptance by the City of such portions of the improvements, as applicable, unless the Developer is notified in writing by the City during said period of service of specified deficiencies for correction by the Developer.
 - f. The City will issue building permits for construction on lots only when the final grade within the right-of-way, at least the first lift of paving, curb and gutter, cable, phone, electrical, gas, water, wastewater, stormwater, fire hydrants, street name, and traffic control signs installed and erosion control

are in place and functionally complete as determined by the City Engineer or appointed representative.

- g. Public improvements installed/constructed pursuant to this Agreement are eligible for initial acceptance in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City, which initial acceptance upon written request of the Developer shall not be unreasonably withheld, conditioned or delayed by the City Engineer or appointed representative. Request for final acceptance, in writing, may be received by the City no sooner than twelve (12) months following initial acceptance. After inspection the City will identify and provide a written list of deficiencies based on physical inspection of the public improvements. The Developer shall correct all said deficiencies to the City Engineer or appointed representative's satisfaction within six (6) months from the date said deficiency list was issued. When all said deficiencies have been corrected, the City will grant a final acceptance to the Developer.
- h. From time to time, as work to be performed and public improvements to be installed/constructed progresses, the Developer may request in writing that the City inspect such work and improvements as are completed and that corresponding reductions of the collateral be granted. These requests will be processed in a manner similar to a request for initial acceptance. When the City is satisfied that such work and improvements as are specified by the Developer have been completed in accordance with the terms hereof, the City Engineer or appointed representative will submit his statement that he has no objection to the partial reduction of so much of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed/constructed pursuant to this Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than one hundred fifty percent (150 percent) of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the City and the Developer agree that upon satisfactory completion of all required public improvements, all remaining collateral shall be released by the City to the Developer.
- i. In order to obtain any releases of the collateral, the Developer shall be required to submit to the City satisfactory documentation confirming proof of payment for contractor services, materials, professional services and other expenditures related to the installation/construction of the applicable public improvements.
- j. Water and sewer improvements shall be considered as individual entities and shall be inspected and accepted separately as such. Streets and drainage improvements shall be considered together and shall be accepted together as such.

- B. UTILITY REIMBURSEMENT: As Applicable
- C. SPECIAL REQUIREMENTS: As Required
 - 1. Developer shall pay Park Development Fees in an amount equal to \$2,133.00/residential lot prior to recording of Final Plats. (Total is ____ lot(s) X \$2,133.00 =\$_____).
 - 2. The **Developer** shall provide "as built" construction drawings of the public improvements prior to initial acceptance.
- D. IT IS FURTHER AGREED between the parties that this Agreement shall be recorded in the records of Teller County at Developer expense; and further, that this Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto. The parties also agree that upon the satisfactory completion of the obligations and terms of this Agreement, the parties shall cause to be recorded in the records of Teller County a document releasing the subdivided property and the parties, as well as their respective heirs, successors and assigns, from the obligations and covenants imposed herein.
- E. IT IS FURTHER AGREED that the rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. In the event the City is required to pursue legal action to enforce the terms of this Agreement and prevails, the Developer shall be liable for reimbursement of the City's court costs and attorneys' fees resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF WOODLAND PARK, COLORADO

ATTEST:

BY: _____
Mayor

By: _____
City Clerk

BY: _____

Mailing Address

STATE OF COLORADO)
) S.S.
COUNTY OF TELLER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____.

Witness my hand and official seal.

My commission expires _____

Notary Public

10.2 SAMPLE PERFORMANCE GUARANTEE

DATE _____

STREET NAME: _____

PROJECT _____

From _____

To _____

The undersigned Contractor hereby guarantees that:

The materials and workmanship furnished under this contract will be according to City engineering specification and will be free from defects for a period of one (1) year from the date of final acceptance by the City.

Within the guarantee period and upon notification to the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, which in the judgment of the City, become necessary during such period.

The costs of all materials, parts, labor, transportation, supervision, special tools and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the Contractor.

The Contractor also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one (1) year from the date of their installation.

If within 24 hours after the City gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments himself or order the work to be done by the third party, the cost of the work to be paid by the Contractor plus 15 percent.

In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustment may be made by the City, or a third party chosen by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

NOTARY PUBLIC

CONTRACTOR_____
Doing Business As