



City of Woodland Park

City Council

June 1, 2023 at 6:30 PM

AGENDA

5:30 PM - City Council Worksession regarding Short Term Rentals

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Police Department Promotion and Award Ceremony.
(Presenter Chief of Police Chris Deisler)
 - B. Presentation on Housing Needs Assessment Scope of Work (Presenter, Brian Points, Points Consulting)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the May 18, 2023 City Council Regular Council Meeting Minutes.
(Presenter, Grace Johnson)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**

(Public Comment may be heard)

 - A. Approval of Subdivision Development Agreement - Stone Ridge Subdivision
Filing No. 5.
(Presenter, Planning Director Karen Schminke)
8. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard)
9. **PUBLIC HEARINGS**

(Public comment may be heard)

 - A. Approval of Ordinance No. 1451, Series 2023, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Building a Permanent Cell Tower Located at 111 N. Baldwin. (Presenter, City Attorney, Geoff Wilson)
 - B. Approval of Ordinance No. 1452, Series 2023, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Placing a Temporary Cell Tower at 220 W South Ave. (Presenter, City Attorney, Geoff Wilson)
 - C. Approval of Ordinance No. 1453, Series 2023, approval of a Lease Agreement Between the City and CORE Electric Cooperative for the Purposes of Use of

Land for an Electric Vehicle Charging Station. (Presenter, City Attorney, Geoff Wilson)

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

B. Council Reports

C. City Attorney's Report

D. City Manager's Report

12. ADJOURNMENT

Key to agenda abbreviations:

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

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

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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: June 1, 2023

SUBJECT: Presentation on Housing Needs Assessment Scope of Work (Presenter, Brian Points, Points Consulting)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



City of Woodland Park

May 18, 2023 at 6:30 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor LaBarre called the City Council Meeting to order at 6:30 PM.

The following Councilmembers were present: Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Harvey, Councilmember Nakai, Councilmember Neal and Councilmember Zuluaga.

The following Staff Members were present: City Manager Lawson, Planning Director Schminke, Public Works Director Schmitt, Senior Planner Gates, Chief of Police Deisler, Utilities Director Wiley, Deputy City Clerk/Public Works Admin Assistant Minton and Assistant to the City Manager Johnson.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Appointments to Planning Commission to fill vacated positions. (A)
(Presenter City Manager, Michael Lawson)

Don Dezellem appeared in person for consideration of appointment to the Planning Commission.

The following motion was made: To appoint Don Dezellem to the Planning Commission for the term expiring on January 2024. Neal/Harvey. Motion carried 5-2 with Case and Nakai voting no.

George Jones appeared via zoom for consideration of appointment to the Planning Commission.

The following motion was made: To appoint George Jones to the Planning Commission for the term expiring on January 2024. Harvey/Nakai. Motion carried 7-0.

City Manager Lawson administered the Oath of Office to Dezellem and the Oath of Office to Jones would be administered later on in the week.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

As per the new Council Rules and Procedures initial postings should now be on the Agenda under the Consent Calendar.

Motion: to move items 8A to 8C items on initial posting to the Consent Calendar as per the 2023 City Council Rules and Procedures. Case/Nakai. 7-0.

5. CONSENT CALENDAR

A motion was made to approve Ordinances 1451-1453 and the April Statement of Expenditures. Connors/Case. Motion carried 7-0.

- A.** Approval of the April 2023 Statement of Expenditures and authorize the Mayor to sign Warrants thereof. (A)
(Presenter, Finance Director, Aaron Vassalotti)

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Arnie Sparnins - spoke regarding STR petition

Seth Bryant - spoke regarding safety measures on Kelley's

Shauna Smith - spoke in favor of STR's

Adam Cain - asked that Council find a middle ground regarding STR's

Susie Bradley - addressed the Citizen's Initiative petition

7. UNFINISHED BUSINESS

(Public Comment may be heard)

- A.** Approval of Subdivision Development Agreement - Stone Ridge Subdivision Filing No. 5.
(Presenter, Planning Director Karen Schminke)

Skip Howes could not be present at this Council Meeting and the following motion was made:

Motion: to table Subdivision Development Agreement - Stone Ridge Subdivision Filing No. 5 to the June 1, 2023 City Council meeting. Case/Zuluaga. Motion carried 7-0.

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A.** Consideration of Ordinance No. 1451, Series 2023, on initial posting, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Building a Permanent Cell Tower Located at 111 N. Baldwin and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)

Moved to the Consent Calendar.

- B.** Consideration of Ordinance No. 1452, Series 2023, on initial posting, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Placing a Temporary Cell Tower at 220 W South Ave and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)

Moved to the Consent Calendar.

- C.** Consideration of Ordinance No. 1453, Series 2023, on initial posting, Approval of a Lease Agreement Between the City and CORE Electric Cooperative for the Purposes of Use of Land for an Electric Vehicle Charging Station, and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)

Moved to the Consent Calendar.

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Approval of a change of location for Shadi Inc. DBA Judges, currently located at 108 East Midland Avenue, to 100 Morning Sun Drive, Woodland Park, Colorado. (QJ)
(Presenter Deputy City Clerk / Public Works Admin, Sarah Minton)

Deputy City Clerk Minton presented the change of location for Shadi Inc. DBA Judges, currently located at 108 East Midland Avenue.

Motion: To approve a change of location for Shadi Inc. DBA Judges, currently located at 108 East Midland Avenue, to 100 Morning Sun Drive, Woodland Park, Colorado. Neal/Nakai. Motion carried 7-0.

- B.** Approve Ordinance No. 1446, Series 2023, an Ordinance Amending Chapter 15.02 of The Municipal Code of The City of Woodland Park by Adopting by Reference the Pikes Peak Regional Building Code, 2023 Edition, Which Adopted by Reference Certain Secondary Codes, as Amended, Including The 2021 International Building Code (IBC), The 2021 International Residential Code (IRC); The 2021 International Mechanical Code (IMC); The 2021 International Fuel Gas Code (IFGC); The 2021 International Energy Conservation Code (IECC); The 2021 International Existing Building Code (IEBC); The 2021 International Pool And Spa Code (ISPSC); And Certain State Adopted Codes Related to Electrical, Plumbing, and Conveyances. (L)
(Presenter, Planning Director, Karen Schminke)

Planning Director Schminke reviewed Ordinance No. 1446, Series 2023, an Ordinance Amending Chapter 15.02 of the Municipal Code of the City of Woodland Park.

Mayor LaBarre opened up the Public Comment portion of the Public Hearing. There being no Public Comment or Council discussion, the following motion was made.

Motion: to approve Ordinance No. 1446, Series 2023, an Ordinance Amending Chapter 15.02 of the Municipal Code of the City of Woodland Park by Adopting by Reference. Connors/Neal. Motion carried 6-1 with Zuluaga voting no.

- C.** Approve Ordinance No. 1450, Series 2023, an Ordinance Approving an Amendment to a Conditional Use Permit and Site Plan, for 18.09090.N.5 "Apartment Building(s) on a Single Lot" Use Located on Tamarac Parkway with a Legal Description of Lot 6, Tamarac Tech Park Filing No.5 within the Multi-Family Residential-Urban Zone District. (QJ) (Presenter Senior Planner, CJ Gates)

Senior Planner Gates reviewed Ordinance No. 1450, Series 2023 with the Council.

Mayor LaBarre opened the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor LaBarre closed the Public Hearing.

Councilmember Harvey abstained from the vote as she was on the Planning Commission at the time this item was reviewed.

Motion: to approve Ordinance No. 1450, Series 2023, an Ordinance Approving an Amendment to a Conditional Use Permit and Site Plan, for 18.09090.N.5 "Apartment Building(s) on a Single Lot" Use Located on Tamarac Parkway with a Legal Description of Lot 6, Tamarac Tech Park Filing No.5 within the MultiFamily Residential-Urban Zone District. Case/Connors. Motion carried 6-0 with Harvey abstaining.

- D.** Consider adoption of Ordinance No. 1449, Series 2023, an Ordinance of the City Council for the City of Woodland Park, Colorado Creating Chapter 2.16 of the Woodland Park Municipal Code, Regarding Emergency Management, To Establish a Process for the Declaration of a Local Emergency and to Specify the Authority of the City Council and City Manager During the Same. (L)
(Presenter City Attorney Geoff Wilson)

City Attorney Wilson reviewed Ordinance No. 1449, Series 2023 with the Council.

Councilmember Zuluaga shared that he had concerns about deferring responsibilities to the City Manager in an emergency.

Following Council discussion, Mayor Pro-tem Case requested that Section 2.16.30 c of the Ordinance be amended to reflect 72 hours.

At this time, Mayor Pro-tem Case made a motion to call the question. The motion to call the question was seconded by Councilmember Nakai. Motion carried 6-1 with Zuluaga voting no.

Motion: To approve adoption of Ordinance No. 1449, Series 2023, an Ordinance of the City Council for the City of Woodland Park, Colorado Creating Chapter 2.16 of the Woodland Park Municipal Code, Regarding Emergency Management, To Establish a Process for the Declaration of a Local Emergency and to Specify the Authority of the City Council and City Manager During the Same with amendment to change the time in section 2.16.30 c to 72 hours. Neal/Case. Motion carried 6-1 with Zuluaga voting no.

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

At this time, Mayor Pro-tem Case proposed bringing back the original STR Planning Commission Ordinance for review at a worksession. Councilmember Harvey and Neal supported this request and a work session will be held at the next Council Meeting scheduled for June 1, 2023.

Mayor LaBarre reviewed the events for the upcoming two weeks.

B. Council Reports

Mayor Pro-tem Case shared that the Aquatic Center has seen a 72% recovery rate in the last month.

Councilmember Zuluaga shared information on the Annual Citywide Clean-up.

Councilmember Connors shared information on Woodland Park Day at the Vibes Game on July 21st that would include discounted tickets.

Councilmember Harvey wanted to remind the Council and staff that they needed to circle back to the Woodland Park School District Sales Tax discussion.

C. City Attorney's Report

D. City Manager's Report

Finance Director Vassalotti presented the 2022 year-end annual financial report.

12. ADJOURNMENT

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2023

Hilary LaBarre, Mayor



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: June 1, 2023

SUBJECT: Approval of Subdivision Development Agreement - Stone Ridge Subdivision Filing No. 5.
(Presenter, Planning Director Karen Schminke)

BACKGROUND: When developing a subdivision, the developer/subdivider has the option of either completing all the infrastructure improvements prior to requesting approval of the final plat, or entering into a Subdivision Development Agreement (SDA) with the City of Woodland Park. It is important to note the new lots within the subdivision cannot be transferred to a new owner until the subdivision plat has been recorded. The improvements must either be completed prior to recording the plat or the plat is recorded concurrently with the subdivision development agreement.

It is at the City's discretion to enter into a contract (SDA) with the subdivider whereby the subdivider shall guarantee to complete all improvements required by City Code, or otherwise specified by the City according to city specifications. This is clearly articulated in MC Section 17.28.020:

In lieu of requiring the completion of all improvements prior to final plat approval, the city may, at its discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements required by this title, or otherwise specified by the city according to city specifications.

City Staff has interpreted the City's regulations such that 'all improvements' includes not only streets, curb, gutter, sidewalks, and City operated utilities, but also utilities operated by other providers. These other utilities include electric, gas, and communications (telephone/cable). MC Section 17.08.160 provides the following definition:

"Improvements" means all facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for a residential, commercial, or industrial purpose.

Additionally, it is MC Section 17.44 that addresses improvements and subsequent subsections provide more details for each of the following types of improvements:

- 17.44.020 addressed surface improvements such as survey monuments, streets, street name and traffic control signs, bike and pedestrian paths, debris removal, and fencing.

- 17.44.030 addresses utilities including water lines and fire hydrants, sanitary sewer lines, and drainage improvements including storm sewers.
- 17.44.040 addresses other improvements which includes telephone, television, and electric distribution service lines, as well as street lighting.

It is also important to note, the City of Woodland Park Engineering Specifications require that Utilities and Structures, including water, sanitary sewer, gas, storm sewer, telephone, electric, and other cable, be identified on the construction drawings (WPES Section 1.2.5.C.). This comprehensive coordinated approach to the installation of improvements that serve a development supports the long-term desirability of property within our community.

City Council held a hearing and approved the proposed final plat for Stone Ridge Village Filing No. 5 at the April 20, 2023 meeting. Since the infrastructure for the subdivision is still under construction and the developer desires to have the plat recorded before the infrastructure has been completed, the developer must enter into a subdivision development agreement. The SDA must include a financial guarantee for the cost estimate (approved by the city) for all of the remaining improvements to be installed. The agreement shall be the city's standard subdivision development agreement with any amendments or additions as required by the city.

To secure this contract, the subdivider is required to provide, subject to approval of the City Council, either a cash escrow, an irrevocable letter of credit, or bond. The amount of the financial security is required to be at least equal to the cost, as estimated by the subdivider and approved by the city engineer, of installing all required improvements plus 50 percent.

Since the April 20th Council meeting, the developer for Stone Ridge Village Filing No. 5 has provided updated cost estimates for completing most of the infrastructure. However, they have not provided cost estimates for the 'dry utilities' (i.e. electric, gas, communication) as required by M.C. Section 17.44.030 and 17.44.040. Since there are still missing cost estimates, City Staff has not given final approval for the cost estimates. At this time, the developer must still provide cost estimates satisfactory to the City and must also provide the form of financial security.

Additional Notes: On May 24, 2023, Mr. Howes submitted a revised SDA which includes the addition of Sections F., G., and H. which appear on pages four and five of the document (copy attached). As of the date of this packet, these additional items have not been evaluated by Staff or reviewed by the City Attorney.

Also attached is the SDA document previously presented by City Staff, but with revisions. On page four, Item C. 3. is to be deleted since it does not pertain to this development. This is the agreement that is still recommended by staff.

RECOMMENDATION: Approve the Subdivision Development Agreement for Stone Ridge Village Filing No. 5 as presented, with the requirement that Exhibit A must be updated with cost estimates acceptable to the City for all the improvements being installed; and the SDA and associated final plat are to be recorded concurrently after the financial guarantee is provided to the City.

ATTACHMENTS:

1. Stone Ridge Filing 5 - SDA - 5.23.23
2. Stone Ridge F 5 UPDATED Infra. Cost Estimate 5.2.23
3. Stone Ridge Filing 5 Plat Exhibit
4. Howes - Draft SDA updates 5-24-23

10.1 SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 2023 by and between the CITY OF WOODLAND PARK (the “City”), and Stone Ridge Village, LLC, Dana Duncan, Manager (the “Developer”):

WHEREAS, the property which is subject to this agreement is the Stone Ridge Village Filing 5, 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 conditionally approved by the City Engineer or appointed representative on May 17, 2022 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 April 20, 2024 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 twelve (12) 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: Not Applicable
- C. SPECIAL REQUIREMENTS: As Required
 - 1. Developer shall pay a Water Development Fee for each single-family residential lot (a total of \$21,600 for Filing No. 5)
 - 2. The **Developer** shall provide “as built” construction drawings of the public improvements prior to initial acceptance.
 - 3. ~~Prior to recording the Final Plat, the City Engineer must approve the water line easement location at the end of Red Haven Place.~~
- 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: _____
Stone Ridge Village, LLC, Dana Duncan, Manager

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 _____
NAME: _____

STREET _____

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

Stone Ridge Village Filing 5

Public Improvement Estimates

Updated May 2, 2023

Curb & Gutter

Mobilization	1 LS	\$10,000.00	\$10,000.00
Stone Ridge Drive			
SR Drive - North	287 LF	\$45.00	\$12,915.00
SR Drive - South	293 LF	\$45.00	\$13,185.00
8' Sidewalk	290 LF	\$40.00	\$11,600.00
Cross Pan	550 SF	\$18.89	\$10,389.50

Firestone Drive

West	946 LF	\$45.00	\$42,570.00
East	948 LF	\$45.00	\$42,660.00
5' Sidewalk	946 LF	\$25.00	\$23,650.00
Ada Ramp	1 each	\$3,360.00	\$3,360.00

Subtotal Curb & Gutter \$170,329.50

Paving & Subgrade

Mobilization CTS	1 LS	\$4,500.00	\$4,500.00
CTS Install 3%-10" depth	3537 SY	\$13.50	\$47,749.50
Mobilization Asphalt	1 LS	\$3,500.00	\$3,500.00
Asphalt 4" depth	3537 SY	\$26.80	\$94,791.60

Subtotal Paving \$150,541.10

Hydro Seed Revegetation ROW

Mobilization	1 LS	\$350.00	\$350.00
Stone Ridge Drive			
North - 11'	3157 SF		
South - 11'	3223 SF		
Firestone Drive			
West - 6'	5676 SF		
East - 6'	5688 SF		
	17744 SF	\$0.19	\$3,424.59

Subtotal ROW revegetation \$3,774.59

Street Signs

Stop Sign Firestone - in hand		\$0.00	
Install Signs	1 each	\$250.00	

Subtotal Street Signs \$250.00

Site Clean up concrete

Lump sum haul off	1	\$20,719.50	\$20,719.50
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Subtotal Site Clean up \$20,719.50

Total Public Improvement costs \$345,614.69

50% surcharge \$172,807.35

Total guarantee requirement \$518,422.04

LS Lump Sum
SF Sq Ft
LF Lineal Feet
SY Sq Yard

STONE RIDGE VILLAGE FILING NO. 5
LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER
(S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF
THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE RIDGE VILLAGE, LLC, A COLORADO LIMITED LIABILITY COMPANY, DANA E. DUNCAN, MANAGER, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT:

LEGAL DESCRIPTION – STONE RIDGE VILLAGE, FILING NO. 5 EXTERIOR BOUNDARY.

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 682864 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 14, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 28, STONE RIDGE VILLAGE FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 605359 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "JR. ENG. PLS 25369" FROM WHICH THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTHWOODS SUBDIVISION FILING NO. 4, AS RECORDED UNDER RECEPTION NO. 313663 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "JR. ENG. PLS 25369" BEARS S89°33'37"W, A DISTANCE OF 1352.61 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°33'37"W ALONG THE SOUTHERLY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID SE1/4 NE1/4 AND THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 543248 OF SAID COUNTY RECORDS, A DISTANCE OF 643.63 FEET TO THE SOUTHWEST CORNER OF LOT 32, OF SAID STONE RIDGE VILLAGE FILING NO. 1 AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S89°33'37"W CONTINUING ALONG THAT LINE COMMON TO SAID SE1/4 NE1/4, SAID RECEPTION NO. 543248 AND SAID NORTHWOODS SUBDIVISION FILING NO. 4, A DISTANCE OF 622.06 FEET;

THENCE N26°27'22"E, A DISTANCE OF 89.89 FEET;

THENCE N61°01'35"W, A DISTANCE OF 156.03 FEET;

THENCE ALONG THE ARC OF A 2016.66 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°34'02", AN ARC LENGTH OF 129.34 FEET (THE LONG CHORD OF WHICH BEARS N36°50'58"E, A LONG CHORD DISTANCE OF 129.32 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 761.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°00'34", AN ARC LENGTH OF 212.64 FEET (THE LONG CHORD OF WHICH BEARS N43°01'01"E, A LONG CHORD DISTANCE OF 211.95 FEET);

THENCE S46°10'05"E, A DISTANCE OF 103.98 FEET;

THENCE N81°54'52"E, A DISTANCE OF 117.19 FEET;

THENCE N50°30'32"E, A DISTANCE OF 17.93 FEET;

THENCE N63°13'38"E, A DISTANCE OF 328.41 FEET;

THENCE N26°38'35"W, A DISTANCE OF 84.82 FEET;

THENCE N62°04'54"E, A DISTANCE OF 170.33 FEET;

THENCE ALONG THE ARC OF A 1021.89 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°37'06", AN ARC LENGTH OF 28.86 FEET (THE LONG CHORD OF WHICH BEARS S27°35'41"E, A LONG CHORD DISTANCE OF 28.86 FEET);

THENCE N58°39'03"E, A DISTANCE OF 192.07 FEET;

THENCE S31°36'14"E, A DISTANCE OF 106.89 FEET TO THE MOST NORTHERLY CORNER OF LOT 17, OF STONE RIDGE VILLAGE FILING NO. 3, AS RECORDED UNDER RECEPTION NO. 702446 OF SAID COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF LOT 18, OF SAID STONE RIDGE VILLAGE FILING NO. 3;

THENCE S55°48'02"W ALONG THE NORTHWESTERLY LINE OF SAID LOT 17, A DISTANCE OF 142.13 FEET TO THE MOST WESTERLY CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF STONE RIDGE DRIVE, AS DEPICTED ON SAID STONE RIDGE VILLAGE FILING NO. 3;

THENCE S55°01'32"W ALONG THE NORTHERLY TERMINUS OF SAID STONE RIDGE DRIVE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

1.) THENCE ALONG THE ARC OF A 1021.89 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°03'57", AN ARC LENGTH OF 108.19 FEET (THE LONG CHORD OF WHICH BEARS S38°00'28"E, A LONG CHORD DISTANCE OF 108.14 FEET);

2.) THENCE ALONG THE ARC OF A 1798.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°16'35", AN ARC LENGTH OF 8.67 FEET (THE LONG CHORD OF WHICH BEARS S60°35'53"W, A LONG CHORD DISTANCE OF 8.67 FEET);

3.) THENCE S29°15'49"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1;

THENCE ALONG THE BOUNDARY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1 THE FOLLOWING FIVE (5) COURSES;

1.) THENCE ALONG THE ARC OF A 1848.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°03'45", AN ARC LENGTH OF 260.10 FEET (THE LONG CHORD OF WHICH BEARS S64°46'03"W, A LONG CHORD DISTANCE OF 259.89 FEET);

2.) THENCE S33°38'04"E, A DISTANCE OF 101.82 FEET;

3.) THENCE S60°43'54"W, A DISTANCE OF 164.08 FEET;

4.) THENCE S29°16'06"E, A DISTANCE OF 100.00 FEET;

5.) THENCE S00°26'23"E, A DISTANCE OF 47.77 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 7.95 ACRES OF LAND, MORE OR LESS.

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.

WITNESS MY HAND THIS ____ DAY OF _____, 2022.

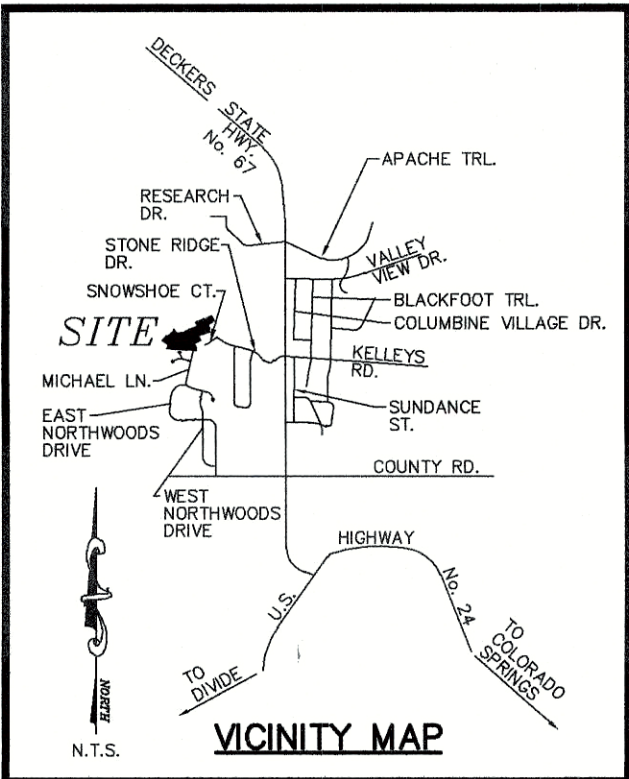
DANA E. DUNCAN, MANAGER, STONE RIDGE VILLAGE, LLC

STATE OF COLORADO }
COUNTY OF TELLER }

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



EASEMENTS:

UNLESS SHOWN GREATER IN WIDTH, BOTH SIDES OF ALL SIDE LOT LINES ARE HEREBY PLATTED WITH A FIVE (5) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AND BOTH SIDES OF ALL REAR LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AND ALL FRONT LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND IMPROVEMENTS.

SUBDIVIDER/OWNER:

STONE RIDGE VILLAGE, LLC
DANA DUNCAN, MANAGER
300 SUNNY GLEN COURT
WOODLAND PARK, CO 80863
(719) 687-0800

SURVEYOR:

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

APPROVAL BY THE PLANNING COMMISSION:

APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF WOODLAND PARK, COLORADO THIS ____ DAY OF _____, 2022, 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 _____, 2022, 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 _____, 2022, A.D.

TELLER COUNTY TREASURER

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 SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38, OF THE CODE OF THE CITY OF WOODLAND PARK, REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

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.

NOTES:

1.) ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF S89°33'37"W, A DISTANCE OF 1352.61 FEET BETWEEN A REBAR AND 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 25369" AT THE EAST ONE-QUARTER OF SECTION 14 AND A 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 25369" AT THE EAST ONE-SIXTEENTH CORNER OF SECTION 14.

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 WATER, 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 ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY OF WOODLAND PARK, FILE NO: 1760828, (COMMITMENT DATE: JULY 25, 2022 AT 08:00 AM), 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 ON SCHEDULE B, PART II EXCEPTIONS IN THE ABOVE REFERENCED COMMITMENT.

1. – 8. RAMPART SURVEYS DID NOT ADDRESS THESE ITEMS.

9. THE PROPERTY IS SUBJECT TO ANY AND ALL SEVERED OR RESERVED MINERALS AND MINERAL ESTATES.

10. THE PROPERTY IS SUBJECT TO RESERVATIONS OF (1) ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; (2) RIGHT OF THE PROPRIETOR OF ANY VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, AS SET FORTH IN U.S. PATENT(S) NO. 3266, BLM SERIAL NO. C01160_027, ISSUED APRIL 28, 1888 TO ANNA A. SPIELMAN; AND PATENT NO. 2458, BLM SERIAL NO. C01300_247, ISSUED OCTOBER 20, 1890 TO WILBER V. EASTHAM; AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

11. THE PROPERTY IS SUBJECT TO RESERVATIONS OF (1) ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; (2) RIGHT OF THE PROPRIETOR OF ANY VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, (3) RIGHT OF WAY FOR ANY DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES, AS SET FORTH IN U.S. PATENT NO. 115378, BLM SERIAL NO. MW-0561-451, ISSUED JUNE 10 1898 TO JOHN G. WHITE AND THOMAS CUMMINS, AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

12. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DEED, RECORDED NOVEMBER 1, 1981 AT RECEPTION NO. 298030 IN DRAWER 41 AT CARD 1461A.

13. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS, RECORDED JULY 27, 1981 AT RECEPTION NO. 313732 IN BOOK 334 AT PAGE 635. (DOES NOT AFFECT SUBJECT PROPERTY)

14. THE PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, CONDITIONS, PROVISIONS, OBLIGATIONS OF THE UNITED STATES, AS SET FORTH IN U.S. PATENT NO. 10171983, BLM SERIAL NO. C0C 03794FD, ISSUED OCTOBER 17, 1983 TO THE NATURE CONSERVANCY, ET AL, AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

15. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DEED, FROM J. LAURENCE SHEERIN AND F.B. HOWES, JR TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, RECORDED APRIL 24, 1991 AT RECEPTION NO. 390126 IN BOOK 576 AT PAGE 106. (DOES NOT AFFECT SUBJECT PROPERTY)

16. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN RIGHT-OF-WAY EASEMENT, RECORDED OCTOBER 15, 1991 AT RECEPTION NO. 390126 IN BOOK 576 AT PAGE 106.

17. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN RIGHT-OF-WAY EASEMENT, RECORDED SEPTEMBER 14, 1992 AT RECEPTION NO. 399288 IN BOOK 625 AT PAGE 226.

18. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GENERAL RIGHT OF WAY EASEMENT, RECORDED FEBRUARY 16, 1994 AT RECEPTION NO. 417037 IN BOOK 726 AT PAGE 28.

19. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GENERAL RIGHT OF WAY EASEMENT, RECORDED FEBRUARY 15, 1995 AT RECEPTION NO. 430123.

20. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN AGREEMENT, RECORDED MARCH 24, 1999 AT RECEPTION NO. 489451.

21. THE PROPERTY IS SUBJECT TO MATTERS AS SET FORTH ON LAND SURVEY PLAT DATED JUNE 11, 1999 AND RECORDER IN THE LAND SURVEY PLATS OF THE CLERK AND RECORDER OF TELLER COUNTY, COLORADO IN BOOK LS 4 AT PAGE 23.

22. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GRANT OF EASEMENT(S), RECORDED SEPTEMBER 28, 2001 AT RECEPTION NO. 524109; RECORDED SEPTEMBER 28, 2001 AT RECEPTION NO. 524110.

23. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT CONCERNING WATER DEVELOPMENT FEES RECORDED SEPTEMBER 22, 2000 AT RECEPTION NO. 509811.

24. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO.947, SERIES 2002 ANNEXATION, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED AUGUST 1, 2002 AT RECEPTION NO. 536884.

25. THE PROPERTY IS SUBJECT TO MATTERS AS SET FORTH IN THE DUNCAN ANNEXATION PLAT RECORDED OCTOBER 7, 2002 AT RECEPTION NO. 539722.

RECORDING:

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ____ M., THIS ____ DAY OF _____, 2022, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER ____ OF THE RECORDS OF TELLER COUNTY, COLORADO.

SEE: _____

BY: _____

TELLER COUNTY CLERK AND RECORDER

NOTES -- CONTINUED:

26. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 991, SERIES 2004 ZONING, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED OCTOBER 16, 2002 AT RECEPTION NO. 540086.

27. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 991, SERIES 2004 ZONING, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED MARCH 26, 2004 AT RECEPTION NO. 563875.

28. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN PERMANENT EASEMENT, RECORDED JUNE 23, 2010 AT RECEPTION NO. 636259.

29. THE PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE (DELETING ANY RESTRICTIONS INDICATION ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN) AS CONTAINED IN INSTRUMENT RECORDED APRIL 12, 2007 AT RECEPTION NO. 605533. AMENDMENT RECORDED MARCH 6, 2008 AT RECEPTION NO. 615611. AMENDMENT RECORDED NOVEMBER 14, 2016 AT RECEPTION NO. 693041. AND ANY AND ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO. AMENDMENT RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 702473 AND RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 702474.

4.) ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 08119C0139D (MAP REVISED SEPTEMBER 25, 2009), THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS, ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

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

6.) PURSUANT TO SECTION 17.40.250 OF THE MUNICIPAL CODE, EACH LOT SHALL HAVE A MAXIMUM SITE COVERAGE BETWEEN 25% TO 20% DEPENDING ON THE LOT SIZE, AS SPECIFIED IN TABLE LCS.

7.) 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.

REVISION DATE:
DATE OF PREPARATION: AUGUST 19, 2022

SUB. PLAT – STONE RIDGE VILLAGE FILING NO. 5
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

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

DRAWING: 22023FP.DWG

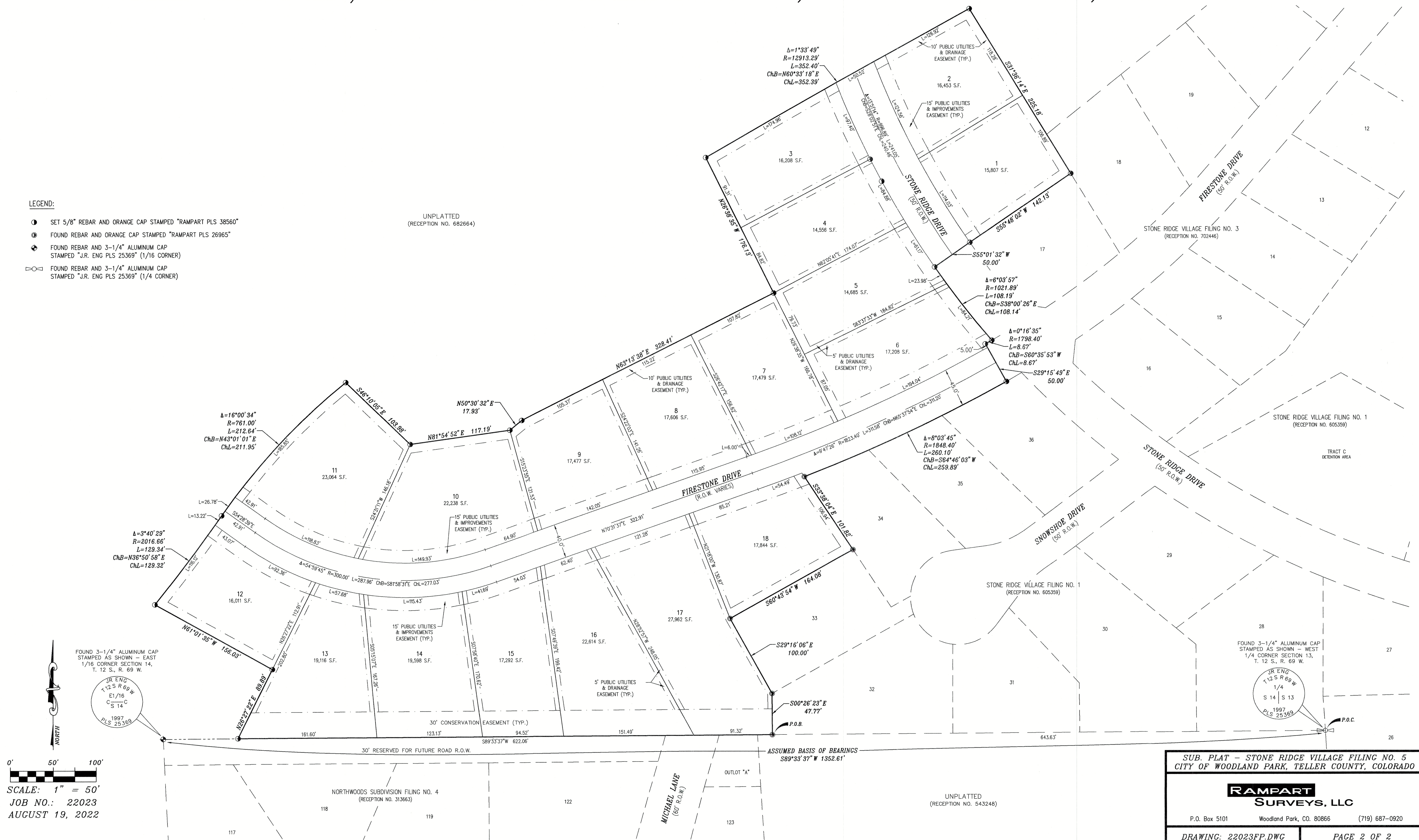
PAGE 1 OF 2

STONE RIDGE VILLAGE FILING NO. 5
LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER
(S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST 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 REBAR AND 3-1/4" ALUMINUM CAP STAMPED "J.R. ENG PLS 25369" (1/16 CORNER)
- ⊙ FOUND REBAR AND 3-1/4" ALUMINUM CAP STAMPED "J.R. ENG PLS 25369" (1/4 CORNER)

UNPLATTED
(RECEPTION NO. 682664)



SUB. PLAT - STONE RIDGE VILLAGE FILING NO. 5
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

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

DRAWING: 22023FP.DWG	PAGE 2 OF 2
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10.1 SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 2023 by and between the CITY OF WOODLAND PARK (the “City”), and Stone Ridge Village, LLC, Dana Duncan, Manager (the “Developer”):

WHEREAS, the property which is subject to this agreement is the Stone Ridge Village Filing 5, 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 conditionally approved by the City Engineer or appointed representative on May 17, 2022 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 April 20, 2024 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 twelve (12) 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: Not Applicable
- C. SPECIAL REQUIREMENTS: As Required
1. Developer shall pay a Water Development Fee for each single-family residential lot (a total of \$21,600 for Filing No. 5)
 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.
- F. In compliance with the Stone Ridge Village PUD Master Plan criteria for community sidewalks. As in prior filings sidewalks were installed and will be installed as follows:
- Sidewalks fronting on non-single family lots in the filing will be installed by the developer during their construction process. Community Sidewalks fronting on a single family lot shall be bonded/guaranteed by the developer subject to the approved process where that responsibility of the sidewalk is transferred to the Builder/Owner of the lot. At the time of submittal and issuance of a single family lot ZDP for lots; 1,2,6,7,8,9,10 and 11 the ZDP will include approval of the 8' or 5' community sidewalk on their approved site plan. The sidewalk will be installed by the builder/owner of the lot as part of their construction process. As the issuance of the ZDP on the individual lot guarantees the sidewalk installation requirement, the developer may apply for a release of security for that lots sidewalk obligation that has the approved by the ZDP issued. Sidewalks, as with other individual improvements, that are installed by the developer, will have their financial guarantee released as they are complete and the financial release is applied for.
- Should on the 24 month anniversary of the initial acceptance of the City infrastructure a review to identify any missing sidewalks (Gap) shall be performed on lots that do not have a ZDP in place or an application in process. City and Developer will review the identified “Gap” and determine if the sidewalk should be installed to fill

the Gap. Should an extension of the time period be necessary to complete the Gap sidewalk, that time extension may be granted by the Planning Director, City Manager or City Council.

G. Regarding financial guarantees of required City improvements. Improvements required by the City Engineering Specifications or regulations will be guaranteed in accordance with the following:

Construction estimates or executed contracts will be used to determine the guarantee for work ie; clearing and grubbing, sewer, water, drainage, curb & gutter, sidewalks and revegetation within ROW, as accepted and dedicated improvements. These improvements will be subject to the 50% surcharge as required in section 17.28.020 and reduced per sections 17.28.050 or released per section 17.28.060.

Non City accepted and dedicated improvements shall be installed to those entities that have a current franchise agreement with the City of Woodland Park and shall be guaranteed based on proposed contract for services with that entity. A copy of the proposed service contract will be the basis for the guarantee. Since these private improvements cannot be accepted and dedicated to the City, upon request from the developer, the City will release the funds held for the guarantee so the contract for services can be executed by the developer and delivered to the private improvement provider. The contract to provide services transfers the responsibility of the private improvements to that entity and releases the developer of that requirement.

H. Construction process for improvements installed under the Subdivision Development Agreement. The City Engineer or appointed representative will conduct the pre-construction meetings for any individual improvements installed ie: (sewer, water, curb & gutter, sidewalks, re-vegetation, paving etc) under the Filing Development ZDP or under the oversight of the Subdivision Development agreement. A request for the "Pre-Construction Meeting" (pre-con) will be made by developer and scheduled with the City Engineer. Along with confirming the meeting the city engineer will list any and all documents he wishes to review effecting the work covered by the pre-con meeting. Those documents will be delivered for review at the meeting. The items requested for review, final decision and any other discussion items at the meeting will be documented and noted as a "Memo of Understanding" from the meeting.

This memo will define items as, ie - process of construction and inspection requirements, testing requirements, delivery of notices such as photos of delivery tickets, testing results, in field documentation, areas of importance to the city engineer, intervals of inspections and site visits, identifying the parties to perform said inspections and testing by the developer and the City. The objective of this process is to formalize in detail the issues for compliance and reduce the chance of failures in communication.

Should an issue in the field arise, the issue will be documented daily and addressed within three (3) business days with a documented conclusion. Upon completion of the work under the specific pre-con a final review of that activity will be documented by the City and the developer to confirm compliance and completion of that phase and initial acceptance of the constructed facilities as allowed in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF WOODLAND PARK, COLORADO

ATTEST:

BY: _____
Mayor

By: _____
City Clerk

BY: _____
Stone Ridge Village, LLC, Dana Duncan, Manager

PO Box 5044, Woodland Park, CO 80866
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 _____
NAME: _____

STREET _____

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.

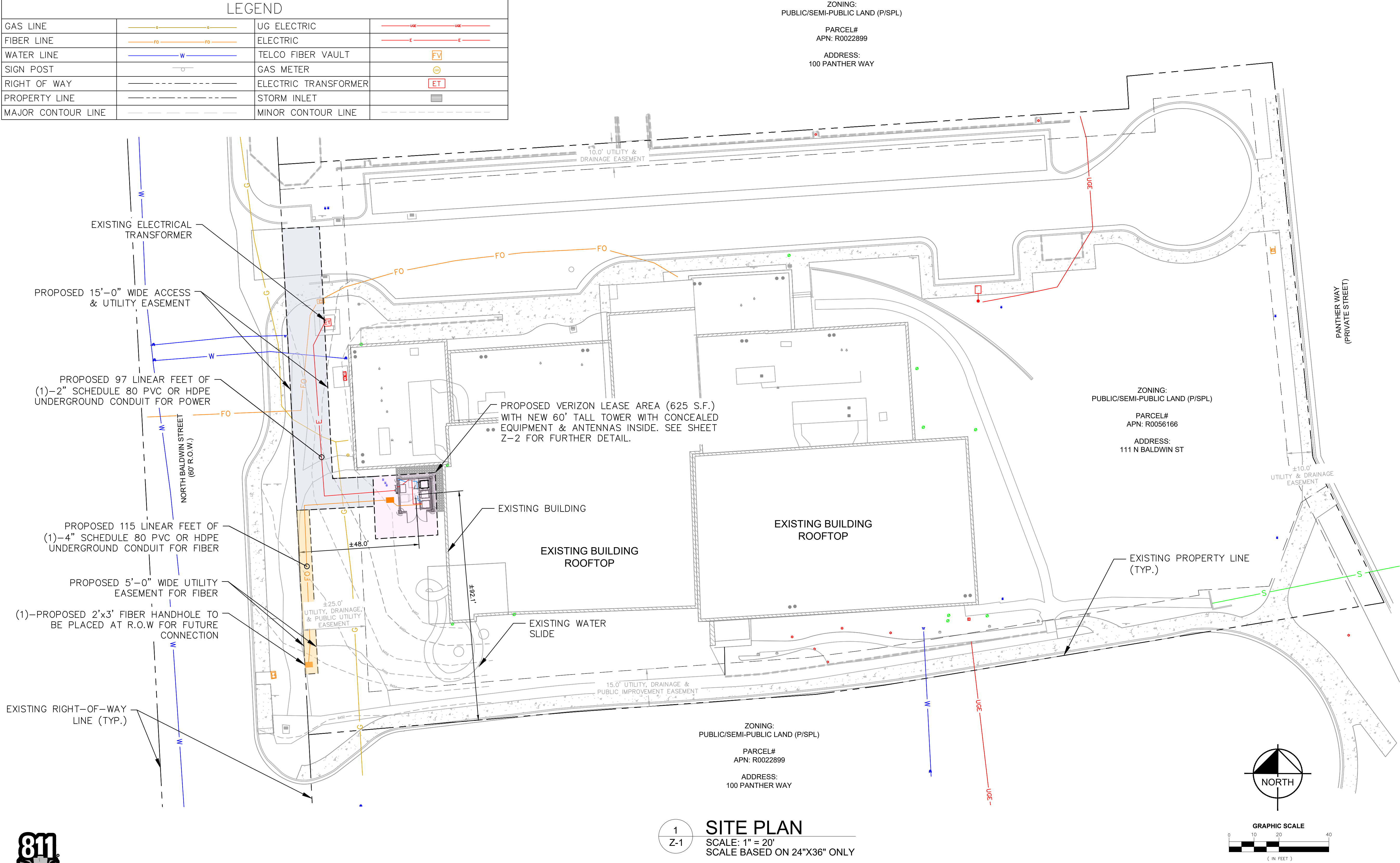
In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustment may be made by the City, or a third party chosen by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

NOTARY PUBLIC

CONTRACTOR

Doing Business As

COLOR STANDARDS			
GRAY #1 (E) EASEMENT		ORANGE FIBER	
PURPLE (P) LEASE AREA		TAN ANTENNAS	
BLUE GRAY ACCESS/UTILITY		RED PENETRATIONS	
BLUE #1 HYBRID CABLES/COAX		UMBER (P) UTILITY EASEMENT	
BLUE #2 RRHs		GRAY #2 WALL HATCH	
GREEN DC POWER		GRAY #3 EXISTING	
LEGEND			
GAS LINE		UG ELECTRIC	
FIBER LINE		ELECTRIC	
WATER LINE		TELCO FIBER VAULT	
SIGN POST		GAS METER	
RIGHT OF WAY		ELECTRIC TRANSFORMER	
PROPERTY LINE		STORM INLET	
MAJOR CONTOUR LINE		MINOR CONTOUR LINE	



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:



4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

Z-1

**CITY OF WOODLAND PARK
ORDINANCE NO. 1451, SERIES 2023**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO APPROVING THE LEASE AGREEMENT BETWEEN THE CITY AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PURPOSES OF BUILDING A PERMANENT CELL TOWER LOCATED AT 111 N. BALDWIN

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under the Colorado Constitution and the home rule charter (the “Charter”) of the City; and

WHEREAS, pursuant to Section 15.2(c) of the Charter, the City Council (may lease land to private corporations; and

WHEREAS, pursuant to the Charter, the ability to lease land must be done through ordinance; and

WHEREAS, the City Council previously approved Verizon’s Special Use Permit for this tower through Ordinance No. 1444, Series 2023 on April 20, 2023; and

WHEREAS, the City Council desires to memorialize the lease agreement through this ordinance; and

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

Section 1. Approval. The lease agreement between the City Council and Cellco Partnership d/b/a Verizon Wireless is hereby approved by the City Council.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF JUNE, 2023.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made on this ____ day of _____, 2023, by and between the City of Woodland Park, with its principal offices located at 220 W. South Avenue, Woodland Park, Colorado 80866 ("LESSOR"), and Celco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 111 N. Baldwin Street, Woodland Park, County of Teller, State of Colorado 80863 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 625 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. Prior to execution of this lease, LESSEE will provide a drawing of the property showing the footprint of the tower on said property. This drawing will be appended to this agreement as part of Exhibit "B." LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety, provided that the footprint of the tower is precisely shown on such survey. The specific equipment covered by this Agreement, as well as materials, construction and architectural compatibility requirements for the tower structure are depicted in Exhibit "B." LESSEE'S equipment shall be installed within the interior of the tower. LESSEE may make any changes, additions, replacements or modification to its original equipment at any time and without LESSOR's consent, provided that such new equipment configuration shall result in no change to the exterior visual impact of the tower as depicted in Exhibit "B."

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term."

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$18,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at City of Woodland Park Finance Department, PO Box 9007, 220 W. South Ave., Woodland Park, CO, 80866, or to such other person, firm, or place as LESSOR may,

from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Annual rent for each five-year extension term shall be increased to an amount equal to 110% of the annual rent payable for the immediately preceding five-year term, and shall continue to be paid to LESSOR in equal monthly installments.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 15' 0" wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall connect its equipment to a metered supply of electricity. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE or LESSOR, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall not permit any use of the premises for advertising, except with prior written consent

of LESSOR and subject to any additional terms imposed by LESSOR. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises. With LESSEE'S prior written approval, such approval not to be unreasonably withheld, conditioned or delayed, LESSOR shall have the option to add signage and/or a clock to the exterior of the tower structure at no cost to LESSOR, provided the sign/clock is located below the level of LESSEE's antennas.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

LESSOR may, unless otherwise stated, terminate this Agreement on written notice to the LESSOR in the event that (i) LESSEE fails to comply with any material terms and conditions of this Agreement and fails to cure any such default as required by this Agreement; (ii) any government body, other than LESSOR, passes an ordinance, law or regulation that would interfere or render impossible performance of this Agreement; (iii) upon ninety (90) days' written notice if the Woodland Park City Council decides in its sole discretion and for any reason, to redevelop the Property (except for redevelopment of the property for use by another commercial wireless communications provider), or decides to discontinue use of the Property for commercial purposes; or (iv) upon thirty (30) days' written notice if it determines in its sole discretion and for any reason, that there exists structural damage or destruction of all or part of the Property from any source, provided that LESSEE shall first be notified of the damaged and offered the opportunity and reasonable time to repair the damage.

10. INDEMNIFICATION. Subject to Paragraph 11, and to the extent permitted by law, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or

loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. LESSEE agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability on an occurrence form in the amount of \$2,000,000.00 per occurrence and \$4,000,000.00 in the annual aggregate for bodily injury and property damage.

b. "All-Risk" property insurance on a replacement cost basis insuring LESSEE's property with no coinsurance requirement.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at (719)687-5233, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale,

transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, but with written notice to the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. With written notice to LESSOR, LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion, provided that any tenant subletting from LESSEE must obtain all required permits and approvals associated with such use from LESSOR prior to installation of any equipment on the Premises.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Woodland Park
Attn: City Manager
220 W. South Avenue
Woodland Park, Colorado 80866

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. [Intentionally Deleted].

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. [Intentionally Deleted].

28. [Intentionally Deleted].

29. RELOCATION.

LESSOR, on one (1) occasion, may relocate LESSEE to another location on the LESSOR's premises (herein referred to as the "Alternate Property"), provided:

(a) the Alternate Property is similar to LESSEE's current Property in size and is compatible for LESSEE's use in LESSEE's sole discretion;

(b) LESSEE shall pay all costs incurred by LESSEE for relocating its equipment from the Property to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Property, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property as set forth in this Agreement;

(c) LESSOR shall give LESSEE at least six (6) months' written notice before requiring LESSEE to relocate;

(d) LESSEE must be involved in the redevelopment process and architectural planning of LESSOR's intended expansion; and

(e) LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary communications facility and antenna structure on LESSOR's premises during any such relocation.

30. [Intentionally Deleted].

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR: City of Woodland Park

LESSEE: Cellco Partnership
d/b/a Verizon Wireless

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
PREMISES DESCRIPTION

**CITY OF WOODLAND PARK
ORDINANCE NO. 1452, SERIES 2023**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO APPROVING THE LEASE AGREEMENT BETWEEN THE CITY AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PURPOSES OF PLACING A TEMPORARY CELL TOWER AT 220 W. SOUTH AVE, WOODLAND PARK

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under the Colorado Constitution and the home rule charter (the “Charter”) of the City; and

WHEREAS, pursuant to Section 15.2(c) of the Charter, the City Council (may lease land to private corporations; and

WHEREAS, pursuant to the Charter, the ability to lease land must be done through ordinance; and

WHEREAS, the City Council previously approved Verizon’s Special Use Permit for this tower through Ordinance No. 1441, Series 2023 on March 16, 2023; and

WHEREAS, the City Council desires to memorialize the lease agreement through this ordinance; and

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

Section 1. Approval. The lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless is hereby approved by the City Council.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF JUNE, 2023.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

LEASE AGREEMENT

This Lease Agreement made this ____ day of _____, 2023, between the City of Woodland Park with an address at 200 W South Avenue, Woodland Park, CO, 80863 hereinafter referred to as "Licensor" and Celco Partnership d/b/a Verizon Wireless, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee (i) a license to use a 27.0' x 18.5' area located at L1-4 B 24 B 24 ½ Lake Add Vac Alley (200 W. South Ave. Woodland Park, CO, 80863) which area is hereinafter referred to as "Property A", which are more described further on **Exhibit A** attached hereto and made a part hereof, with the right to place upon Property A, a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property A is generally described on **Exhibit A** attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within Property A as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee. Licensee shall operate all equipment onsite by means of a temporary power service drop provided by the local power provider, with no reliance on generators for power. Temporary power service to all equipment shall

be metered and paid for by Licensee. Licensee is required to obtain and maintain the appropriate City of Woodland Park land use approvals as well as comply with all conditions associated with said land use approvals.

2. The term of this Agreement shall be for a period of one (1) year and shall be effective on the first (1st) day of the month in which this Agreement is executed by all parties. This Agreement will renew automatically thereafter on an annual basis unless Licensee provides written notice of cancellation to Licensor (i) at least 90 days prior to the annual anniversary of the effective date of this Agreement, or (ii) of completion of construction and commencement of commercial operations at a different site to be determined.
3. The Licensee shall pay to the Licensor an annual fee of \$4,920.00 to be paid in equal monthly installments on the first day of each month to Licensor or to such other person, firm or place as the Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
4. At the direction of the Licensor, Licensee shall install service laterals and feeders, herein called "Facilities" to serve the LITE Unit in the Right of Way (ROW) in accordance with the final design plans submitted by Licensee to, and approved by Licensor. Restoration of the ROW shall consist of cold patching in disturbed areas only. Licensor will maintain responsibility for final restoration to the ROW. Licensee shall not be required to relocate, remove, or alter the LITE Unit service extensions and laterals for the Term of this Agreement. At the expiration of the Agreement, Licensee

shall abandon in place the conduit, disconnect the Facilities located in the Right of Way, and remove them.

5. Licensee reserves the right to terminate this Agreement for any or no reason on thirty (30) days written notice to Licensor. Upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition, within thirty (30) days of termination.
6. To the extent permissible by law, Licensor and Licensee shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. The Licensee shall provide a certificate of insurance to the Licensor as proof of said coverage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.
8. Licensee agrees to pay Licensor penalties for any violations of this Agreement or of the Woodland Park Municipal Code or any other laws or regulations, including but not limited to operating without the appropriate permits and approvals. Penalty fees shall be paid in the amount of One Hundred Dollars (\$100.00) per day the violation occurs and persists.
9. All notices hereunder must be in writing and shall be sent certified mail, return

receipt requested, to:

Licensor: City of Woodland Park
200 W South Avenue
Woodland Park, CO, 80863

Licensee: Cellco Partnership d/b/a
Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: City of Woodland Park

By: _____

Name:

Its:

Date:

LICENSEE: CELLCO PARTNERSHIP,
d/b/a Verizon Wireless

By: _____

Name:

Its:

Date:

Exhibit A
Description

**CITY OF WOODLAND PARK
ORDINANCE NO. 1453, SERIES 2023**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO APPROVING THE LEASE AGREEMENT BETWEEN THE CITY AND CORE ELECTRIC COOPERATIVE FOR THE PURPOSES OF USE OF LAND FOR AN ELECTRIC VEHICLE CHARGING STATION

WHEREAS, the City of Woodland Park, Colorado (the "City") has been duly organized and is validly existing as a home rule city under the Colorado Constitution and the home rule charter (the "Charter") of the City; and

WHEREAS, pursuant to Section 15.2(c) of the Charter, the City Council (may lease land to private corporations; and

WHEREAS, pursuant to the Charter, the ability to lease land must be done through ordinance; and

WHEREAS, Core Electric Cooperative has received a grant from Charge Ahead Colorado to build an electric vehicle charger; and

WHEREAS, the lease will be of a benefit to both Core Electric Cooperative and the citizens of Woodland Park; and

WHEREAS, the City Council desires to memorialize the lease agreement through this ordinance; and

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

Section 1. Approval. The lease agreement between the City and Core Electric Cooperative is hereby approved by the City Council.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF JUNE, 2023.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

**GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT CITY
OF WOODLAND PARK, CITY HALL**

DATE: May, 2023

PARTIES: **CITY OF WOODLAND PARK**, a Colorado municipal corporation, 220 W South Avenue, Woodland Park, CO 80866 ("Landlord"); and

CORE ELECTRIC COOPERATIVE, a Colorado cooperative association, 5496 North US Highway 85, Sedalia, Colorado 80135 ("Tenant"), collectively the "Parties".

RECITALS:

WHEREAS, Landlord is the fee simple owner of certain real property more particularly described in the attached ***Exhibit A*** ("Property"); and

WHEREAS, Tenant is the recipient of a grant from Charge Ahead Colorado to build one (1) dual port electric vehicle charger ("EV Charger"); and

WHEREAS, Tenant wishes to enter into this Lease in order to install said EV Charger on the Property in a location more particularly described in the attached ***Exhibit B*** ("Premises"); and

WHEREAS, Landlord is willing to lease the Premises to Tenant and Tenant is willing to lease the Premises from Landlord upon the terms, covenants and conditions set forth in this Ground Lease ("Lease").

NOW, THEREFORE, in consideration of the lease of the Premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Definitions. The following words shall have the meanings indicated:

Premises means the property described in ***Exhibit B*** and all related easements, licenses, privileges, rights and appurtenances. The term "Premises" does not include the "Improvements".

Improvements mean the EV Charger and any and all structures and improvements, including but not limited to conduit and an ADA curb ramp, erected/constructed on the Premises pursuant to this Lease, and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated on the Premises or used in connection therewith.

Rent means the "Base Rent" and any adjustment thereto, and any other charges or payments of money due from Tenant in connection with this Lease whether or not payable to Landlord.

Section 2. Lease of the Premises. Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein. The Lease of the Premises is subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called the "Restrictions").

Section 3. Term. The term of this Lease shall be five (5) years, beginning on the date of the execution of this Lease, as extended pursuant to this Section 3, and subject to earlier termination as herein set forth ("Term"). Upon Mutual agreement of the Parties, Tenant shall have two consecutive options to renew the Lease for an additional five (5) years upon Tenant's written notice to Landlord of Tenant's election to renew the Lease provided at least sixty (60) days prior to the expiration of the Term, and Landlord's written approval of such option to renew provided at least thirty (30) days prior to expiration of the Term.

- A. At the expiration of the Term, the Parties agree that Tenant shall offer to Landlord a transfer of ownership and control over the EV Charger, and Landlord may accept ownership and control over, the EV Charger and all related Improvements; provided, however, that Landlord shall then be responsible for all electrical consumption costs resulting from the use of the EV Charger.
- B. Shall the Landlord not accept ownership and control of the EV Charger, Tenant shall remove the EV Charging equipment, disconnect and abandon in place underground facilities between the service interconnection and the EV Charging Equipment.

Section 4. Rent. As rent for the Premises, Tenant shall pay the sums hereinafter set forth.

- A. Base Rent. Tenant shall pay to Landlord during the Term a minimum net annual rent of zero (\$00.00) dollars, in consideration for allowing the public to access and use the EV Charger free of charge.

Section 5. Use of Premises.

- A. Tenant shall use the Premises for the purposes of constructing and operating thereon an EV Charger and related Improvements, as described in ***Exhibit C***, to be used for public electric charging stations, including maintenance and repair thereof; and for no other use without Landlord's prior written consent in each instance, which may be withheld if the proposed use will, in Landlord's sole discretion, be detrimental to the orderly development and operation of the Premises.
- B. Tenant shall comply with all federal, state, and municipal laws, regulations and ordinances affecting the Premises or any portion thereof and shall maintain in force during the Term all permits, authorizations and licenses that may be necessary for Tenant's use or operation of the Premises or any portion thereof

pursuant to Section 5(A) above (including, without limitation, the making, placing, maintaining or altering of the Improvements of any portion thereof). Tenant shall not use the Premises or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the Restrictions.

- C. Tenant will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.
- D. Tenant shall not have the right to maintain or install any signs in or at the Premises visible from adjacent parcels or roads except as approved in writing by Landlord in each instance. This provision is not applicable to brands, logos, instructions, or other signage on the Improvements.
- E. Tenant shall have full responsibility for protecting the Premises and all Improvements located thereon from damage due to theft, robbery, and vandalism.
- F. At the Direction of the Landlord, Tennant shall install service laterals and feeders, herein called "Facilities" to serve the EV Charger in the Right of Way (ROW) in accordance with the final design plans submitted by Tenant to, and approved by Landlord. Restoration of the ROW shall consist of cold patching disturbed areas only. Landlord will maintain responsibility for final restoration to the ROW and sidewalks. Tenant shall not be required to relocate, remove, or alter the EV Charger service extensions and laterals for the Term of this Lease. At the expiration of the Lease, Tenant shall abandon in place and disconnect the Facilities located in the Right of Way and not have an obligation to remove them. Should the Landlord take ownership of the EV Charger at the expiration of the Lease, the Landlord will be responsible for any future relocation costs of the Facilities located in the ROW.

Section 6. Temporary Construction Easement. Landlord hereby grants to Tenant and its agents a temporary construction easement over and across the Property. The temporary construction easement shall be for Tenant's use during construction of the Improvements on, over and across the area more particularly described in the attached *Exhibit D*. Upon completion of construction of the Improvements, this temporary construction easement shall automatically terminate. Upon request of Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord an instrument in recordable form evidencing such termination.

Section 7. Electrical Infrastructure. Tenant shall have the right to connect to the existing electrical infrastructure on the Property.

Section 8. Reports on EV Charger Usage. Tenant shall share with Landlord, upon Landlord's reasonable request, regular reports on the public usage of the EV Charger.

Section 9. Public Use of EV Charger. In consideration for this Lease, the EV Charger

initially shall be made available to the public for use without cost for a minimum period of one thirty (30) days from the date of installation of the EV Charger. Tenant will collect data on the EV Charger's use and may implement a service charge at any point during the Term, but not prior to the first 30 days. **Tenant will notify Landlord of its proposed implementation of the service charge no less than Sixty (60) days prior to the date it becomes effective.** Service charges will be assessed and collected directly from the EV Charger users through a direct pay protocol provided through the EV Charger.

Section 10. EV Charger Operating Costs. Tenant shall be responsible for all electrical consumption costs resulting from the public's use of the EV Charger. The EV Charger shall be sub-metered in order to isolate any electrical consumption.

Section 11. Maintenance.

- A. Tenant, at Tenant's cost, shall be responsible for the maintenance of the Improvements. Tenant shall keep the Improvements in an operable condition and shall make all repairs thereto, structural, and nonstructural, ordinary and extraordinary, foreseen and unforeseen, as necessary to permit the public's use of the EV Charger during the Term.
- B. Tenant will not commit, knowingly permit, or suffer any waste, damages, disfigurement or injury to or upon the Premises, or Improvements, or any part thereof.
- C. Landlord shall be responsible for snow plowing and other maintenance of the Property, including the parking spaces on the Premises.

Section 12. Insurance. Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to cover the obligations of Tenant imposed by this Lease and naming Landlord as an additional insured, as set forth in the Certificates of Insurance attached as ***Exhibit E*** (the "Certificates of Insurance"). Tenant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Lease 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.

- A. Tenant shall procure and maintain a policy or policies with the minimum insurance coverage set forth on the Certificates of Insurance. The form and insurer on the Certificates of Insurance is acceptable to the Landlord. All coverage shall be continuously maintained from the date of execution of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.
 - 1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Lease, and Employer's Liability insurance.
 - 2. Commercial General Liability insurance applicable to all premises and

operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with respect to each of Tenant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Tenant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under each of the policies required above.
 - C. The Certificates of Insurance shall be attached as *Exhibit E* as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the Landlord. Each certificate shall identify the Lease and shall provide that coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the Landlord. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Tenant shall deliver annually to Landlord an updated Certificates of Insurance on or before May 1st, of each year.
 - D. Failure on the part of Tenant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of this Lease upon which at the Landlord's discretion, may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Landlord shall be repaid by Tenant to the Landlord upon demand.

Section 13. Construction. All construction work shall be performed in a good and workmanlike manner in accordance with industry standards for the type of work in question. All construction work shall be done in compliance with all applicable laws, building codes, ordinances, and regulations. No construction or work shall commence until all necessary licenses, permits and authorizations required of any applicable government authority having jurisdiction are obtained. Tenant shall be responsible for acquiring and paying the costs for all required licenses and authorizations. Tenant and Landlord agree that Tenant shall be responsible for acquiring all necessary permits. The City of Woodland Park cannot waive permit fees and CORE shall pay appropriate fees as defined by the City to the extent of any permits and fees that are required.

Section 14. Liens. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in construction, erection, or operation of any such Improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall diligently pursue the release or discharge thereof.

Section 15. Colorado Governmental Immunity Act. The parties understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$424,000.00 per person, \$1,195,000.00 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

Section 16. Hold Harmless. Tenant shall so maintain the Improvements as to afford all reasonable protection against injury or damage to persons or property therefrom, and Tenant shall save and hold Landlord harmless from all liability or damage and all reasonable expenses necessarily accruing against Landlord arising out of the negligent exercise by Tenant of the rights and privileges hereby granted, provided that Tenant shall have had notice of the pendency of any action against Landlord arising out of such exercise by Tenant of said rights and privileges within ten (10) days thereof and be permitted at its own expense to appear and defend or assist in the defense of the same.

Section 17. Entire Agreement. This Lease represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Lease may be amended only by an instrument in writing signed by the parties. If any other provision of this Lease is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect.

Section 18. Default and Remedies. In the event either party should default in performance of its obligations under this Lease, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action; provided, however, that no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 19. Waiver. A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 20. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado in the **Teller County** District Court.

Section 21. No Third-Party Beneficiaries. It is expressly understood and agreed that

enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to Landlord and Tenant, and nothing contained in this Lease

shall give or allow any such claim or right of action by any third party. It is the express intention of the parties that any person other than Landlord or Tenant receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

Section 22. Assignment, Subletting, and Sale of Tenant's Interests. Tenant shall not assign, sublet, or sell Tenant's interest in this Lease or the Improvements without prior written approval of the Landlord.

Section 23. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

Section 24. Authority. The individuals executing this Lease represent that they are expressly authorized to enter into this Lease on behalf of Landlord and Tenant and bind their respective entities. This Lease is executed and made effective on the first date written above.

[Signature Page to Follow]

LANDLORD

ATTEST:

CITY OF WOODLAND PARK

, Town Clerk

, Mayor

Approved as to Form:

Approved as to Content:

, Town Attorney

Michael Lawson, City Manager

TENANT

CORE ELECTRIC COOPERATIVE

By: _____
Brooks Kaufman
Lands and Rights of Way Manager

Exhibit A
Description of the Property

TOWN TO PROVIDE PROPERTY DESCRIPTION.
(CASTLE ROCK USED THE PROPERTY DESCRIPTION FROM THE DEED OF THE
MILLER ACTIVITY CENTER)

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Exhibit C
EV Charger and Related Improvements



Project Area

Project Layout



ChargePoint CT4021
Level 2 Charger (Dual Port)
7.2kW peak charging per port
~30 miles of range per hour

City Office Rear Lot
220 W. South Ave, Woodland Park, CO 80863
Level 2 Charger (Dual Port)
Proposed Layout - Rev. 0, 11/02/2022

The Energy to Thrive™

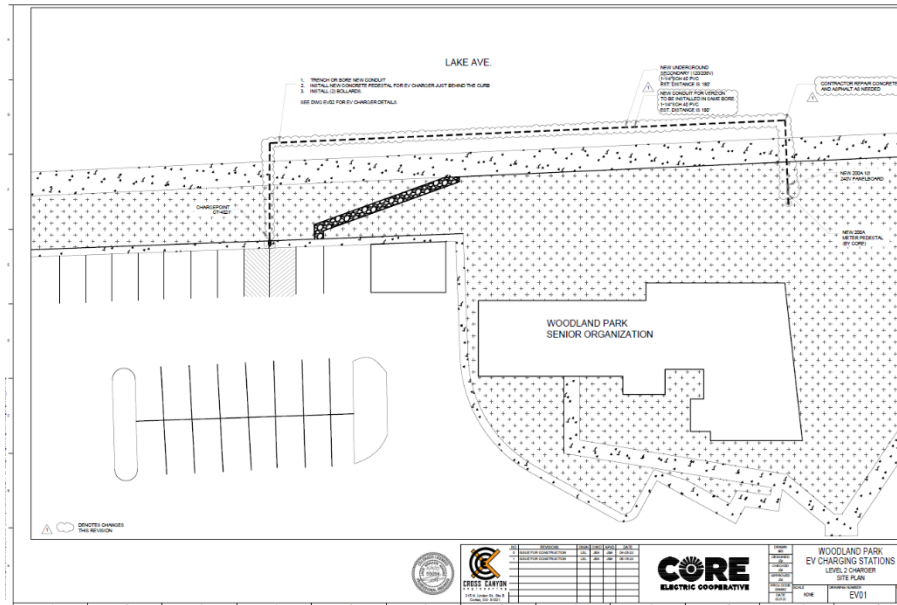
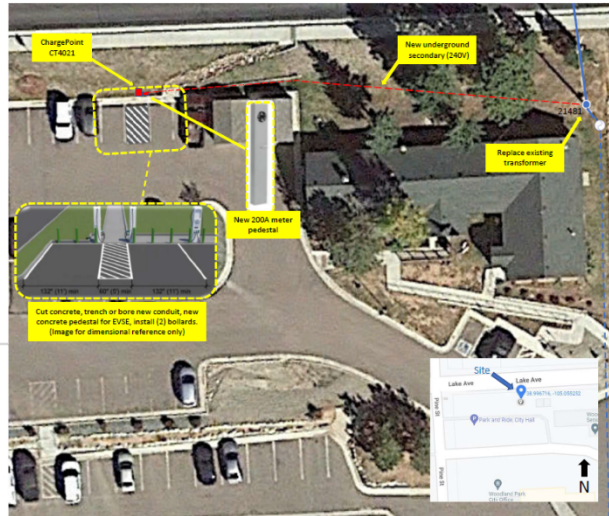
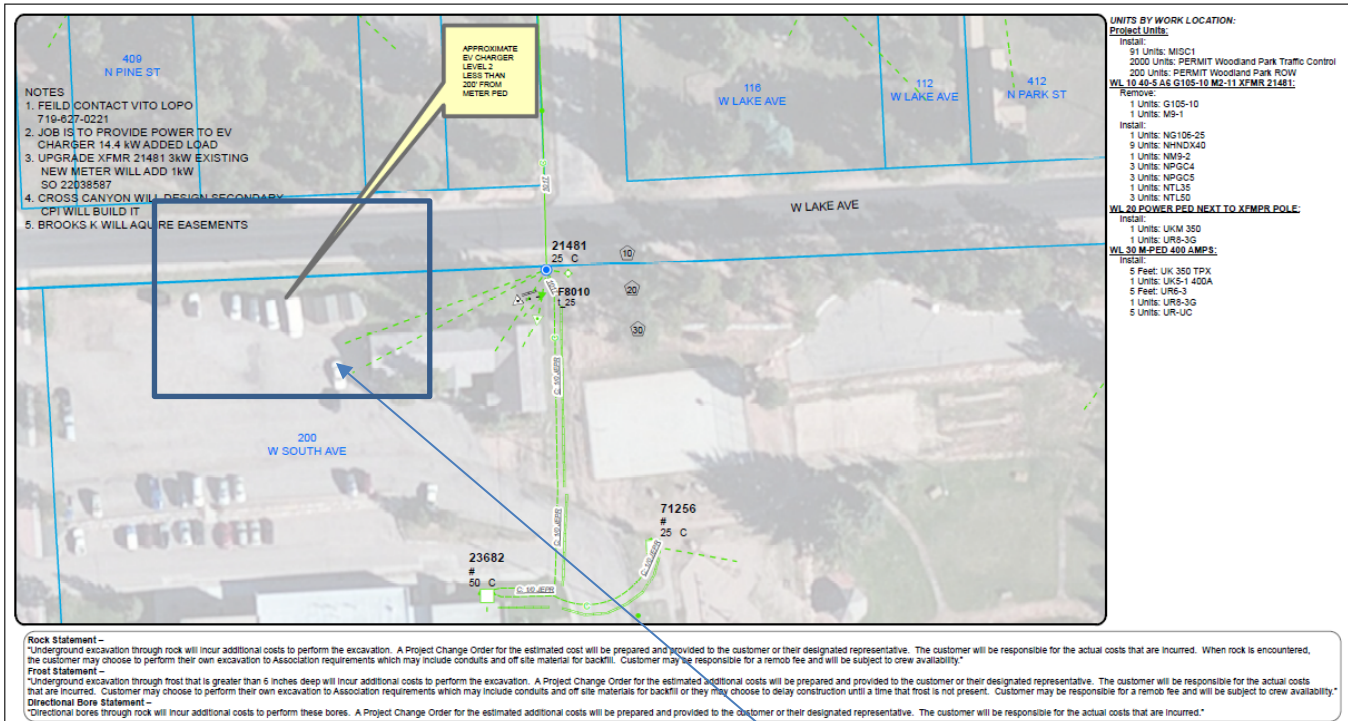


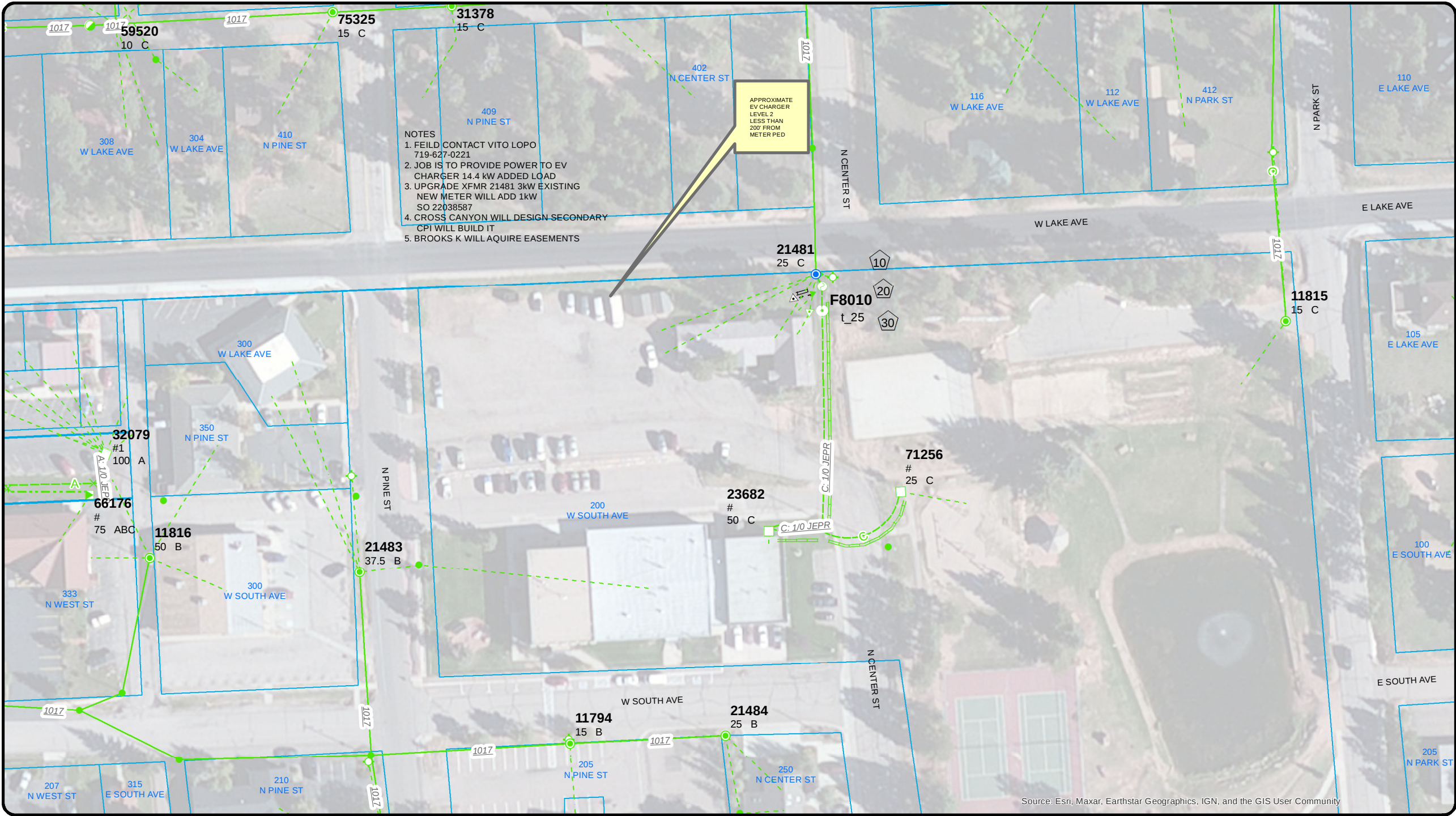
Exhibit D Description of Temporary Construction Easement



General Construction Easement Area: CORE Electric Cooperative will conduct construction activities in this general area. CORE will provide appropriate lane closure, traffic signage, safety barriers and coordinate with the City of Woodland Park staff to accommodate access during construction as needed. CORE will be responsible for construction area restoration and clean up. This General Construction Easement is subject to the terms of the **GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT CITY OF WOODLAND PARK, CITY HALL**

Exhibit E
Certificates of Insurance

(ATTACHED)



- UNITS BY WORK LOCATION:**
- Project Units:**
- Install:
- 91 Units: MISC1
 - 2000 Units: PERMIT Woodland Park Traffic Control
 - 200 Units: PERMIT Woodland Park ROW
- WL 10 40-5 A6 G105-10 M2-11 XFMR 21481:**
- Remove:
- 1 Units: G105-10
 - 1 Units: M9-1
- Install:
- 1 Units: NG106-25
 - 9 Units: NHNDX40
 - 1 Units: NM9-2
 - 5 Units: NPGC4
 - 3 Units: NPGC5
 - 5 Units: NTL35
 - 3 Units: NTL50
- WL 20 POWER PED NEXT TO XFMR POLE:**
- Install:
- 1 Units: UKM 350
 - 1 Units: UR8-3G
- WL 30 M-PED 400 AMPS:**
- Install:
- 5 Feet: UK 350 TPX
 - 1 Units: UK5-1 400A
 - 5 Feet: UR6-3
 - 1 Units: UR8-3G
 - 5 Units: UR-UC

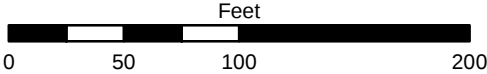
Rock Statement –
“Underground excavation through rock will incur additional costs to perform the excavation. A Project Change Order for the estimated cost will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred. When rock is encountered, the customer may choose to perform their own excavation to Association requirements which may include conduits and off site material for backfill. Customer may be responsible for a remob fee and will be subject to crew availability.”

Frost Statement –
“Underground excavation through frost that is greater than 6 inches deep will incur additional costs to perform the excavation. A Project Change Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred. Customer may choose to perform their own excavation to Association requirements which may include conduits and off site materials for backfill or they may choose to delay construction until a time that frost is not present. Customer may be responsible for a remob fee and will be subject to crew availability.”

Directional Bore Statement –
“Directional bores through rock will incur additional costs to perform these bores. A Project Change Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred.”



DISCLAIMER
CORE ELECTRIC COOPERATIVE MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THESE BASE MAPS, AND ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS BASE MAP IS NOT A LEGAL DOCUMENT AND IT IS INTENDED TO SERVE ONLY AS A GRAPHIC REPRESENTATION.



2

3/6/2023
amangus

Job Type: Sedalia-Sys. Improv.	PERMITS & CONFLICTS		JOINT USE	Meter Type: PEDESTAL	Design Date: 2/23/2023	Released To:	Permit Req.: Y
County: TELLER	Phone:	CaTv:	Phone:	# of Meters: 1	Released By:	Date:	
TwpRng-Sec Qtr: 1269-24	Water:	Gas:	CaTv:	Amp.: 200	Inspector:	Date:	ROW Req.:
Feeder: 1017	Phase: 1 Ph	Hwy:	Other:	Voltage: 120/240	Contractor:	Date:	
				Trans. #: 21481	Energized Date:	As-Built:	Tap Fee:

3/6/2023 AM

22049002	Designer: Vito Lopo
Job Name: WOODLAND PARK LEVEL 2 EV CHARGER-GRAN	
Location: 210 W South Ave CITY HALL	
Customer: CORE ELECTRIC COOPERATIVE	
Contact: M SURRAN	
Ph: (303) 688-3100	Mobile:
Fax:	
Email: M.SURRAN@core.coop	