

**TOWN OF MANCOS
PLANNING AND ZONING COMMISSION MEETING
October 21, 2020
7:00 p.m.**

Agenda

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of the Agenda
- E. Approval of the minutes of September 16, 2020
- F. Audience Business
- G. Announcements
- H. Discussion Items
 - 1. None
- I. Action Items
 - 1. Public Hearing: Creekside Phase III Subdivision
- J. *Items for November 18, 2020 Agenda*
 - *TBD*
- K. Adjournment

Town of Mancos
Planning & Zoning Commission
September 16, 2020

A. **Call to Order:** Chairman Perry D. Lewis called the meeting to Order at 7:00 p.m.

B. Pledge of Allegiance

C. **Roll Call:** present-Perry D. Lewis, Peter Brind'Amour, Catherine Seibert, Alternate Carol Stout, Mayor Queenie Barz, Trustee Betsy Harrison, Deputy Clerk Georgette Welage

Absent: Town Administrator Heather Alvarez, Alternate Ann Coker

D. **Approval of the Agenda:** Peter Brind'Amour made the motion to approve the agenda as written. Catherine Seibert seconded the motion. Motion carried.

E. **Approval of the Minutes of 8/19/2020:** Peter Brind'Amour made the motion to approve the minutes of 8/19/2020 with the following correction-Peter Brind'Amour as Vice Chairman called the meeting to order in Perry D. Lewis's absence. Catherine Seibert seconded the motion. Motion carried.

F. Audience Business

None

G. Announcements

None

H. Discussion Items:

None

I. Action Items:

Public Hearing: Land Use Code Text Amendments:

Public Hearing Opened: at 7:01 p.m. by Chairman Perry D. Lewis.

After discussion regarding additional changes not addressed in the LUC, it was decided that this meeting would only address the corrections suggested by Safe built and Town Administrator Alvarez.

Public Hearing Closed at 7:04 p.m.

Peter Brind'Amour made the motion to adopt all of the text amendments that the Town Manager provided for us in the Land Use Code and continue the Public Hearing until October 21, 2020. Catherine Seibert seconded the motion. Motion Carried

Mayor Barz noted that these changes will go before the Board of Trustees next week.

Lengthy discussion regarding the Montezuma County Commissioners and the Montezuma County Planning & Zoning. It has been proposed that the required three acre lot size be reduced to one acre in Montezuma County.

Adjournment

8:00 p.m.

Chairman Perry D. Lewis

Deputy Clerk Georgette Welage

STAFF REPORT

To: Planning Commission
From: Heather Alvarez, Town Administrator/Clerk/Treasurer
Date: October 21, 2020
Re: Ordinance 760 Series 2020: Creekside Phase III Subdivision

Recommendation

After public hearing, make a motion to recommend approval of Ordinance 760 Series 2020 An Ordinance Approving the Final Plat for the Creekside Phase III Subdivision, Accepting Dedicated Rights of Way and Easements, Approving Rezoning, and Approving the form of Subdivision Improvement Agreement

Background/Discussion

Gene Bott has submitted his proposed plans for Phase III of the Creekside Subdivision. Attached please find the ordinance, subdivision improvement agreement and final and rezoning plat for your review. This is a 12 lot subdivision on approximately 3.76 acres. Zoning will change from Agricultural Residential to Single Family Residential -1.

The plat, construction plans and cost estimate have been reviewed and approved by our engineer. The ordinance and subdivision agreement have been reviewed and approved by the Town Attorney.

Once the Board offers final approval to this subdivision, an irrevocable letter of credit in the amount of 110% of cost estimate for public improvements, or \$424,274, plus an additional \$7,200 to secure fee in lieu fees in case land is not dedicated in the next phase, totaling \$431,474 in irrevocable letter of credit will be kept on file prior to the Town filing the subdivision improvement agreement and final and rezoning plat with Montezuma County and issuing notice to proceed on this project.

Policy Implications

Additional 12 single family residences

Resource Impact

Approximately \$163,956 in development fees for entire project

Attachments

Ordinance 760 Series 2020
Creekside Phase III Subdivision Agreement
Creekside Phase III Plat
Notice of Public Hearing

Ordinance #760
Series 2020

An Ordinance Approving the Final Plat for the Creekside Phase III Subdivision, Accepting Dedicated Rights of Way and Easements, Approving Rezoning, and Approving the form of Subdivision Improvement Agreement

WHEREAS, Mancos Municipal Code authorizes the Town Board of Trustees to make amendments to the Zoning Map of the Town of Mancos upon review by the Planning and Zoning Commission that are in the public interest; and

WHEREAS, Gene Bott, individually, and Grene LLC (together “Owners”) seek final plat and rezoning approval from the Planning and Zoning Commission and the Board of Trustees of the Town of Mancos for a twelve- lot portion of Creekside Phase III subdivision, Creekside Development; and

WHEREAS, the Owners seek approval from the Town Board of Trustees for zoning changes of lots 7, 8, 9 and 10 of Block 6, as well as Lots 3, 4 5, 6, 7, 8, 9, 10 of Block 7, as shown on the on the Creekside Phase III final and rezoning plat, totaling 3.76 acres within the subdivision, from Agricultural Residential to Single Family Residential-1, which zoning changes are to become effective upon the effective date of this ordinance;; and

WHEREAS, Owners have presented a final plat for consideration to the Town Board of Trustees, entitled, Phase III Creekside Subdivision, Located in Section 28, T36N, R13W, NMPM, Town of Mancos, Montezuma County, Colorado consisting of approximately 3.76 acres, dated _____, and prepared by Ernest E. Maness, attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Town has negotiated a Subdivision Improvement Agreement with the Owners, a copy of which is attached hereto and incorporated herein as Exhibit 2, to present to the Board of Trustees for its approval;

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

1. Pursuant to Section 16-19-9 and 16-19-10-10 of the Town of Mancos Land Use Code, the Board of Trustees of the Town of Mancos does hereby approve the proposed final plat, Exhibit 1, for twelve single family lots of the Creekside Phase III Subdivision, subject to all of the terms and conditions of the Subdivision Improvement Agreement, Exhibit 2, and does hereby approve Exhibit 2.
2. The Mayor is authorized to execute Exhibit 1 and Exhibit 2 on the Town’s behalf. The Chairperson of the Planning Commission is authorized to execute the Planning Commission’s certificate of approval on Exhibit 1.
3. Owners must obtain the proper execution of Exhibit 1 and Exhibit 2 by all persons identified thereon as a condition of approval. Once fully executed, the Owner shall present the fully executed originals of Exhibit 1 and Exhibit 2 to the Town Clerk. Thereafter, when the irrevocable letter of credit has been provided as set forth in the amount provided in the Subdivision Improvement Agreement, then Exhibit 1 and Exhibit 2 shall be recorded in the Montezuma County Real Estate records within 90 days of the effective date of this Ordinance, or the Board of Trustees approval herein shall be deemed void pursuant to Section 16-19-10 of the Town of Mancos Land Use Code.

4. Pursuant to the rezoning decision criteria set forth in Section 16-19-12 of the Town of Mancos Land Use Code, there is need for this new residential development within the Town of Mancos justifying the rezoning request .Upon recording of Exhibit 1 and Exhibit 2, the Town of Mancos official zoning map shall be amended to reflect the zoning of the subject 12 lots as single family residential-1 from Agricultural Residential.
5. Owners shall pay to the Town all fees, including recording and review fees, as provided by the Mancos Code and as provided in Exhibit 2.
6. This Ordinance shall be effective 30 days after publication

THIS ORDINANCE PASSED ON FIRST AND FINAL READING AFTER PUBLIC HEARING
THIS 28th DAY OF October, 2020.

TOWN OF MANCOS, COLORADO

Ellen “Queenie” Barz, Mayor

ATTEST:

Heather Alvarez, Town Clerk

PUBLISHED THE ____ DAY OF _____, 2020 BY THE AUTHORITY OF THE
TOWN CLERK OF MANCOS, COLORADO.

ATTEST:

Heather Alvarez, Town Clerk

CREEKSIDE III SUBDIVISION: 12 LOTS
SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2020, by and among Gene Bott, individually and Grene, LLC, a Colorado Limited Liability Company (together "Subdivider" or "Owner"), and the Town of Mancos, a statutory Town in Montezuma County, State of Colorado, by and through its Board of Trustees, (the "Town").

RECITALS

WHEREAS, the Subdivider/Owner, in connection with the application for approval of the final plat for the subdivision and rezoning of select parcels of the Creekside Phase III - 12 Lots Subdivision, consisting of a total of 3.76 acres, as shown on the final plat and rezoning plat dated _____ (Exhibit A), prepared by Ernest E. Maness in the Town of Mancos, Montezuma County, Colorado (the "subdivision"), desires to enter into a Development Agreement (aka Subdivision Improvements Agreement) with the Town as part of the final plat for the subdivision, as provided in Sections 16-19-10, of the Mancos Land Use Code (the "Code"), with the understanding that Subdivider/Owner, with the Town's permission, wishes to provide for certain Land Use Code improvements/requirements as enumerated herein and as described in Exhibit B: Construction Plan Set as a condition prior to obtaining the building permit approval for any of the lots or parcels created by the subdivision, rather than providing for the same as a condition of approval of the final plat; and

WHEREAS, pursuant to the Code, the Town desires to make reasonable provisions for completion of certain public improvements ("Improvements") as depicted on plans to be submitted by Subdivider/Owner and considered for approval by the Town, as described herein, which shall be required prior to any building permit issuance on any lot or parcel set forth in the subdivision, attached hereto and incorporated herein by reference, together with such changes approved by the Town Engineer and/or Public Works Director; and which will include Subdivider/Owner submitted plans that include, among other things, all public improvements required, or to be required, in order to comply with the Code, including without limitation, all streets, sidewalks, alleys, streetlights, drainageways, drainage plans, flood plain permits water and sewer lines, street posts and markers, traffic signs, street lighting, and other street improvements; and

WHEREAS, the Subdivider/Owner is responsible for completion of all public improvements ("Improvements"), payment of all fees described in the Code, and submission and approval of plans and specifications prior to issuance of any building permits; and

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

1. Final Plat Approval. This agreement is conditional upon final plat and rezoning approval, with or without conditions, and if not approved with or without conditions, this agreement shall be null and void. Town and Subdivider/Owner agree that upon approval, with or without conditions, and compliance with all other conditions of approval, and subject to the

terms and conditions of this Agreement, the Final Plat and Rezoning Plat of Creekside Phase III, 12 Lots Subdivision (“Subdivision”) shall be promptly filed for recording with the Office of the Montezuma County Clerk and Recorder.

2. Completion of Work.

- a. Performance. Subdivider/Owner, prior to issuance of any building permits for the subdivision agrees to furnish all equipment, labor and material necessary to perform and complete, in a good and workmanlike manner, all improvements and work incidental thereto (“the Work”) as depicted on both Exhibit A: Final Plat and Rezoning Plat and Exhibit B: Construction Plan Set for that particular lot or parcel, and as required by the more specific approved plans that will subsequently be proposed by the Subdivider/Owner with respect to any particular lot or parcel. Prior to issuance of any building permit, Subdivider/Owner shall submit plans for sidewalks and trails, street trees and screening, drainage development, and plans for water/sewer infrastructure for the development of that particular lot or parcel based upon the improvements described in Exhibit A. Street posts and marker planning and requirements shall be provided and paid by the Subdivider/Owner upon final approval of construction plans for any lot or parcel for the subdivision.

Subdivider/Owner shall pay costs of purchasing and installing all street lighting equipment, and a street lighting agreement must be entered into prior to issuance of any building permit for any lot or parcel.

Subdivider/Owner further agrees that they will be responsible for all costs of Improvements. Said Work shall be performed in accordance with any and all future approved Plans and Schedule of Improvements with respect to any lot or parcel. Subdivider/Owner agrees to commence and complete construction of Improvements related to their parcel, as set forth in Exhibit A, prior to the issuance of a building permit for any lot or parcel in the subdivision. Performance shall be done in a reasonable period of time, but shall not exceed the periods of time described in section 16-18-10 of the Town of Mancos Land Use Code. Subdivider/Owner is responsible for all maintenance of their improvements until the improvements are permanently accepted by the Town.

No building permit will be issued on any parcel or lot in the final plat abutting any street in the final plat prior to the approval and acceptance of street grades and street improvements required of that lot or parcel as described in Exhibit A.

Approval of the plat shall not impose any duty upon the Town concerning maintenance of improvements until the Town has accepted the improvements.

- b. Inspection Procedures.

- i. All work shall be done under the inspection procedures and standards established by the Town and the utility companies that will supply to utilities

to the project, including without limitation, Empire Electric, Atmos Energy, Century Link or any other utility (“Utilities”), as applicable and shall be subject to the reasonable satisfaction of the Town and applicable Utilities. All work shall not be deemed complete until the reasonable approval and acceptance of the Improvements by the Town and/or the Utilities. Such inspections by the Town and Utilities shall not relieve the Subdivider/Owner or his agents from any responsibility or obligation to assure that all work is completed in conformance with all standards, plans and specifications as submitted to and previously approved by the Town and Utilities.

- ii. Cost of Inspections. The cost, if any, of such inspections, by Town employees, or an independent third party inspector, shall be paid by the Subdivider/Owner with respect to the improvements described in Exhibits A & B and subject to the limitations set forth in paragraph 7 below.
 - iii. Notice of Non-Compliance. In the event that the Town through its inspectors reasonably determines that the Improvements are not in compliance with the Approved Plans, it shall give written notice of such non-compliance (“Notice of Non-Compliance”) to the Subdivider/Owner. The Notice of Non-Compliance shall include a narrative describing the unsatisfactory construction work with specific reference to the applicable construction plans and specifications. The Notice of Non-Compliance must be provided to the Subdivider/Owner within five (5) working days of the date of the inspection.
3. Security for Completion of Improvements and Obligations. To secure completion of the Improvements and Subdivider/Owner’s obligations to the Town hereunder, the Subdivider/Owner hereby agrees to secure the respective obligations under this Agreement with an irrevocable letter of credit in the amount of an i in the amount of 110% of cost estimate for public improvements, or \$424,274, plus an additional \$7,200 to secure fee in lieu fees in case land is not dedicated in the next phase, totaling \$431,474 . The irrevocable letter of credit must be filed with the Town prior to the Town filing the subdivision improvement agreement and final and rezoning plat with Montezuma County and issuing notice to proceed on this project and prior to commencement of construction of any of the improvements (“Collateral”).
4. Subdivider/Owner Improvements.
 - a. Security for Completion of Public Improvements. Subdivider/Owner shall deliver to the Town Collateral in an amount equal to one hundred and ten percent (110%) of the estimated costs of completion of the Improvements, as to be determined prior to issuance of a building permit and prior to commencement of any work on the improvements. The Collateral shall be delivered to the Town prior to both applications for any building permit, and prior to any commencement of work on the

improvements. An irrevocable letter of cred as set forth in Section 16-19-10 of the Code shall provide security.

- b. Default by Subdivider/Owner. In the event of a default in whole or in part by Subdivider/Owner, the Town shall be authorized to draw on the Collateral for the purpose of undertaking completion or remediation work on the Subdivider/Owner's Improvements or otherwise curing Subdivider/Owner's default hereunder after providing thirty (30) days' advance written notice of default and providing an opportunity during such period for Subdivider/Owner to cure the default with respect to any particular lot or parcel. The Town shall be entitled to draw on the Collateral by Resolution of the Town Board or Certificate of the Town Engineer or Public Works Director stating (i) that Subdivider/Owner is in default, and (ii) the funds are required in order to complete or correct work on the Subdivider/Owner's Improvements or to otherwise cure Subdivider/Owner's default.
- c. Various other related improvements and easements and obligations. The Subdivider/Owner hereby agrees that the Subdivider/Owner with respect to their lot or parcel, and as further described in Exhibit A, will submit engineering plans for, provide and pay for construction of, and will dedicate easements and rights of way, as follows:
 - i. Pave Angel Way and Walnut Street Extensions as indicated on the plat to the widths required by town construction standards and town code. Curbs, gutters and sidewalks shall be required. Installation of street lights shall also be required.
 - ii. Extend town sewer and water main lines within the new road rights of way to the property line of the lots or parcels, and service lines to the building site on the property. Water and sewer taps shall be required for each property and shall be purchased at the time a building permit is pulled for each lot.
 - iii. Reduce fire hazard through mitigation and prevention efforts as provided by the Mancos Fire Department and the Town of Mancos Building Codes. Locations for future hydrant locations must be approved and provided by Subdivider/Owner prior to issuance of building permit for any lot or parcel, and shall be installed per Town Code and per the Mancos Fire Department.
 - iv. Install and maintain storm drainage systems as needed in the opinion of the Town.
 - v. All site developments standards as provided in Mancos Municipal Code Chapter 16 regarding trees/landscaping, sidewalks, and other on site improvements shall be followed.
 - vi. Adhere to Town standards for development in a floodplain, as set out in the Mancos Municipal Code if any portion of the subdivision is in the flood

plain Portions of the proposed subdivision are within the flood zone. Floodplain planning and permitting requirements of the Land Use Code shall be complied with by Subdivider/Owner as to each lot or parcel within the flood zone.

- vii. A geotechnical report shall be provided prior to commencing work on any improvements required of any lot or parcel, per the Colorado Geological Survey, and the same shall be complied with by Subdivider/Owner.
 - viii. Follow all Mancos Municipal Codes and seek all applicable building permits and public improvement permits prior to the commencement of any work, on or off site, required with respect to each lot or parcel within the subdivision.
 - ix. Dedicate areas for public roads/rights of ways as indicated on the plat at the time of recording of the plat, and any additional easements that are needed in the future at the discretion of the Town based upon submission of more developed plans by the Subdivider/Owner.
 - x. Dedicate easements to the Town for access to water and sewer lines as are shown on the final plat and construction plans and any additional easements that are needed in the discretion of the Town based upon submission of more developed plans by the Subdivider/Owner.
 - xi. The next Phase of Creekside Subdivision shall include a dedicated 25 foot wide easement for future trail improvements along the Chicken Creek water way and shall be generally shown on the final plat at the time of platting. Additional 25 foot wide easements will correspond with the future alignment of the trail which is unknown at this time, and Subdivider/Owner will dedicate the same free of all liens and encumbrances, in the future as the trail is built. Therefore an additional \$7,200 will be provided in irrevocable letter of credit to secure fee in lieu fees due in this phase in case land is not dedicated in the next phase. An irrevocable letter of credit, totaling \$431,474 shall be supplied. \$7,200 will be released from the irrevocable letter of credit once the open space/park land is dedicated to the Town in the next phase.
5. Warranty Period. The Improvements shall be warranted to be free from defects in workmanship or quality for a period of two (2) years after acceptance of all the work by the Town. In the event of any such defect, the Town may require Subdivider/Owner to correct the defect in material or workmanship. Ten percent (10%) of the total actual cost of completion of all Improvements attributable to work required for each lot or parcel shall be retained by the Town as collateral during such two (2) year period as a guaranty of performance of any work required pursuant to the above described warranty. In the event any corrective work is performed during the two-year warranty period then the warranty on said corrected work shall be extended for two (2) years from the date on which it is completed.

Collateral equal to 110% of the cost of any corrected work, as estimated by the Town, shall be retained by the Town or immediately paid to the Town by the Subdivider/Owner, if sufficient funds are not held by the Town, for a period of two (2) years from the date of completion of the corrected work.

6. Engineering Certification. Upon completion of portions of the Improvements, Subdivider/Owner will cause his engineers (who shall have been actively engaged in observing the construction of the Improvements and be registered in the State of Colorado) to provide a written opinion, to the satisfaction of the Town Engineer and/or Public Works Director, that based upon on-site observation, review of sufficient construction-observation reports, field test reports and material test reports and certifications by qualified personnel, the installation of the Improvements, or portions thereof as may be completed from time to time, have been completed, to the best of their knowledge and professional judgment, in conformance with all standards, plans and specifications as submitted to and previously approved by the Town, or the pertinent utility supplier, as depicted on the Approved Plans. Inspection reports, test results, as-constructed plans and other supporting documentation shall be submitted with the certification.
7. Subdivision and Inspection Fees. Fees in accordance with the Town's Subdivision Regulations for the review of Preliminary Plans and Final Plans must be paid in full at the time of the signing of this agreement. Additional fees, if any, shall be paid by the Subdivider/Owner within thirty (30) days after delivery of written invoice for such fees to cover the cost of inspections by the Town. The fees, if any, will be based on direct (out-of-pocket) costs of the Town plus an administrative fee in the amount of fifteen (15%) percent of the direct costs, but in no event will the total amount of such additional fees exceed five percent (5%) of construction costs.
8. No Obligation of Town to Complete Improvements. Subdivider/Owner agrees that in the event it shall fail to perform its obligations as set forth herein, the Town shall be under no obligation to complete any of the said Improvements or to issue permits for development within the Subdivision and that the Town, in the exercise of its sole and absolute discretion, may apply the Collateral to curing the default of Subdivider/Owner under any of its other obligations to the Town.
9. Non-Liability of Town; Indemnification. The Town shall not, nor shall any officer, agent, or employee thereof, be liable or responsible for any accident, loss or damage related to the Work specified in this Agreement, nor shall the Town, nor any officer, agent or employee thereof, be liable for any persons or property injured by reason of the nature of said Work. To the extent permitted by law, Subdivider/Owner hereby agrees to indemnify and hold harmless the Town, and any of its officers, agents and employees against any losses, claims, damages or liabilities to which the Town or any of its officers, agents or employees may become subject, because of any losses, claims, damages or liabilities (or actions in respect thereof) that arise out of, or are based upon, any acts or omissions in the performance of the obligations of Subdivider/Owner, as hereinbefore stated. Furthermore, the Subdivider/Owner shall

reimburse the Town for any and all legal or other expenses reasonably incurred by the Town in connection with investigating or defending any such loss or claim.

10. Rights of Town in Event of Default. In the event that Subdivider/Owner defaults in whole or in part in the performance of this Agreement, and after the expiration of thirty (30) days after having given written notice to Subdivider/Owner of such default during which period of time the Subdivider/Owner fails to correct said default, the Town may, at its sole discretion, proceed with the construction or completion of any or all of the Improvements specified on Exhibit A. All such costs paid by the Town for such Improvements, together with an administrative fee in the amount of fifteen percent (15%) of total direct costs including cost of personnel, equipment and other amounts expended by the Town in furtherance of the construction responsibilities of Subdivider/Owner, shall be paid by Subdivider/Owner. Any such costs relating to the Subdivider/Owner Improvements, which have not been reimbursed by Subdivider/Owner, shall be a debt of Subdivider/Owner and a lien on any property in the Subdivision owned by Subdivider/Owner at the time of default. Said lien may be foreclosed in the same manner as a mortgage and shall entitle the Town to add its costs and reasonable attorneys' fees in such foreclosure or other collection. In addition to or in lieu of the foregoing, the Town may bring a mandatory injunction action against Subdivider/Owner to require installation and construction of the Improvements. If any such action is brought by the Town, the Town shall be awarded its court costs, attorneys' fees and an amount to compensate the Town for the time of its employees in the preparation of and participation in such action.
11. Letter Certifying Completion and Final Acceptance of Improvements. When all Improvements have been completed and accepted by the Town, or the pertinent utility supplier, and the Warranty Period has expired and provided that Subdivider is not in default under any of its other obligations to the Town, the Town agrees that it will issue a letter, after consultation with the pertinent utility supplier if necessary, in recordable form, certifying that all obligations of Subdivider/Owner under this Agreement have been satisfied with respect to any particular lot or parcel.
12. Amendments. This Agreement may be amended from time to time, provided that such amendment is in writing and signed by all parties hereto, or all of their successor or assigns.
13. Covenants Running with the Land. This Agreement and the obligations hereof shall be deemed to be covenants running with the land and shall be binding on the successors and assigns of the parties hereto, as well as the Subdivider/Owner.
14. Venue. Venue for any litigation arising out of this Agreement shall be in the District Court for Montezuma County, Colorado.
15. Fees, land dedications, connections. Subdivider/Owner agrees that lands to be donated for public purposes shall include all site and public improvements

including, but not limited to water, sewer, curb, gutter, streets, and sidewalks, as well as all other public land dedications set forth in the Code. Subdivider/Owner has not yet paid for any fees, but agrees to pay all fees set forth in the code, including without limitation fees for water, sewer, drainage, inspection, including, but not limited to: water and sewer tap fees, street impact fees, inspection fees, drainage fees, impact fees, fee-in-lieu, school fees, park fees, building permit fees, application fees, public improvement permit fees, costs to review the project and any and all construction plans, inspection fees, and any other fees provided in the Town of Mancos Code prior to issuance of any building permit for any lot or parcel. No fees have been paid by Subdivider/Owner at the time of Final Plat approval but must be paid in their entirety prior to issuance of any building permit. The fees charged shall be in the amounts then in effect at the time the fee is paid.

All fees recited in this agreement shall be subject to amendment by Town Board. Any amendment to fees shall be incorporated into this agreement as if originally set forth herein. Nothing in this agreement shall prevent, prohibit, diminish, or impair the Town's governmental authority to adopt fees or regulations to address the impacts of development. The Owner shall be responsible for Town review fees, including those provided by outside agents with whom the Town contracts such as the Town Engineer and the Town Attorney. An estimate of these costs shall be provided by the Town, upon request. Connection to and extension of water and sewer line, streets, storm drainage, street lighting, traffic control devices, and other public improvements from the developed areas of the Town to the each lot or parcel, shall be paid for and provided by the Subdivider/Owner as a condition to provision of Town services.

16. Miscellaneous.

- a. Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of TOWN'S legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this agreement prohibit the enactment by TOWN of any fee which is of uniform or general application. So long as the subject property is located within the municipal boundaries of TOWN, it shall continue to be subject to the ordinances, and rules and regulations of the TOWN.
- b. If the final plat approval or any portion thereof is challenged by a referendum, all provisions of this agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election.
- c. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

- d. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. There shall be no modification of this agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this agreement may be enforced in any court of competent jurisdiction.
- e. It is expressly understood and agreed that enforcement of the terms and conditions this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- f. All public improvements are to be provided by the Subdivider/ Owner. All sites on or off the subdivision needed for utility services and other municipal services are to be provided by the Subdivider/ Owner. Subdivider/Owner shall comply with all land dedications and easements required by the Code, and fees established by the Code, as the same may change from time to time.
- g. Subdivider/ Owner shall comply with all ordinances, resolutions and policies of the Town.
- h. Subdivider/ Owner shall pay any and all fees associated with the implementation of the final plat, including without limitation the Town's attorney, engineering, surveying fees, associated with the final plat, review, preparation, negotiation, resolution, finalization of the final plat, zoning and subdivision review of the subdivision.
- i. Subdivider/Owner shall provide a title policy indicating the public improvements, roads, easements, and other dedications are free and clear of all encumbrances whatsoever which would impair the use of them as proposed in this Agreement or in any further document. Said title policy shall show the property to be dedicated to the Town under the provisions hereof as free and clear of all encumbrances which would make said dedications unacceptable to the Town, as the Town in its sole discretion determines. The title policy shall reflect encumbrances which may impair the use of the property as proposed or which would make the public dedications unacceptable, and the Town shall notify the Subdivider/Owner

to cure or otherwise remove said encumbrances to the satisfaction of the Town within 60 days. If not removed or cured, the Town may take whatever action or seek whatever remedies it deems advisable.

- j. Subdivider/ Owner shall, to the fullest extent permitted by law, indemnify and hold the Town and its agents and employees form and against any claims, damages, losses, and expenses, including but not limited to attorney fees and costs, provided that such claim, damage, loss or expense arises out of or from the following circumstances: Any and all claims which may arise as a result of approving the final plat, any approval given during development review of the Property, or resulting from any other item contained in this agreement. Subdivider/ Owner shall reimburse the Town for all legal fees and expense and costs incurred in any action brought against the Town as a result of the Towns approval of the final plat.
- k. Bankruptcy of Subdivider/Owner or any successor or assign, does not affect the terms of this agreement which are terms of the final plat approval and which are incorporated into the final plat.
- l. Per Section 16-19-10 of the Land Use Code, if construction has not commenced within one year after approval of plans, resubmittal of plans may be required. Any voiding of the plat shall not eliminate any dedications to the Town or others as provided in the plat and this agreement.
- m. Subdivider/Owner agrees that each parcel may be further subdivided by agreement of the Town and any subsequent parcel owner, in accordance with the Town's Land Use Code, provided that the terms of such further subdivision do not relieve the lot or parcel owner of the obligations set forth herein with respect to their individual lot.

The parties hereto have executed this Agreement as of the date first above written.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

THE TOWN OF MANCOS, a Colorado statutory town.

By: _____
Ellen "Queenie" Barz, Mayor

Attest: _____
HEATHER ALVAREZ, Town Clerk/Treasurer

Grene, LLC

By: _____
Gene Bott, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed before me this ____ day of _____, 2020, by
_____, as _____ sole owner and manager of Grene,
LLC.

My commission expires: _____

Notary Public

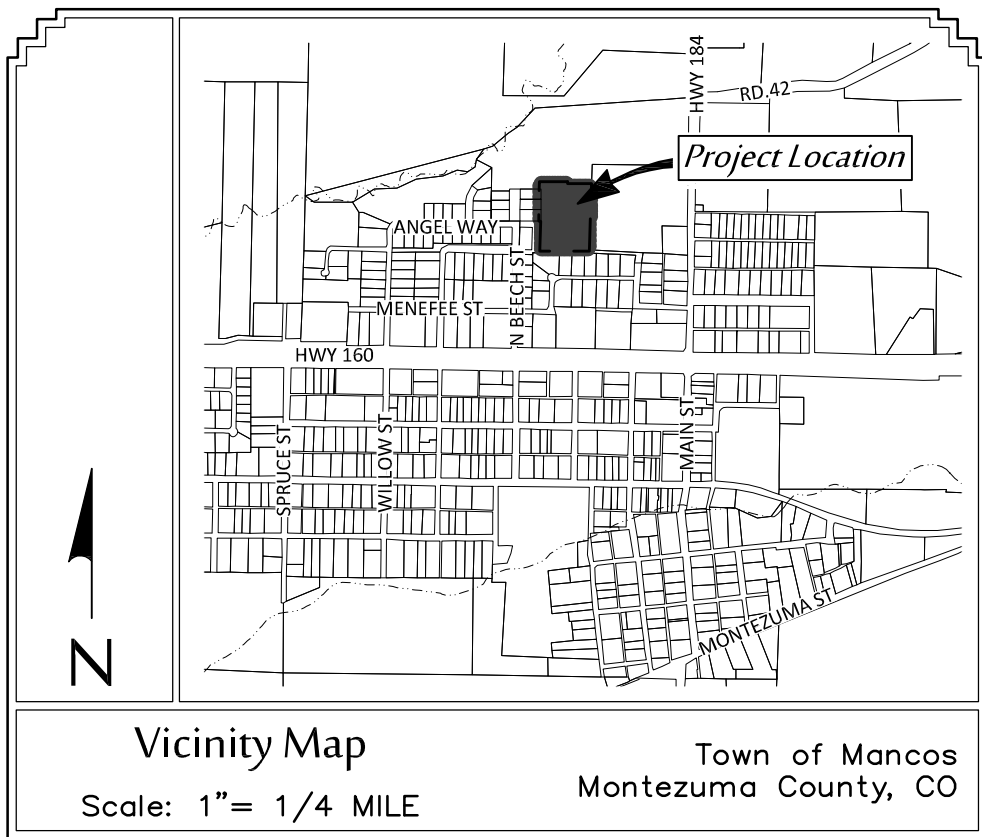
DRAFT

Attachments

Attachment A: Final Plat

Attachment B: Construction Plans Set

DRAFT



PHASE III CREEKSIDE SUBDIVISION

LOCATED IN SECTION 28, T36N, R13W, NMPM
TOWN OF MANCOS, MONTEZUMA COUNTY, COLORADO

EASEMENTS ACCEPTED AND APPROVED BY:

CENTURYLINK
EMPIRE ELECTRIC ASSOCIATION INC.
ATMOS ENERGY
TOWN OF MANCOS (WATER & SEWER)
MANCOS FIRE PROTECTION DISTRICT

PLAT NOTES

- According to the laws of the State of Colorado, any legal action based on any defect in this survey must commence within three (3) years after such defect was first discovered. In no event may any legal action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.
- Research for recorded easements and Rights of Way was conducted by Colorado Title Services and this property may be subject to the easements, rights and restrictions as listed in their Title Commitment M021701056, effective April 13, 2017.
- Creekside Subdivision Phase I was recorded in Plat Book 16 at Page 150, Reception Number (RN) 547517.
- Lea Estates Subdivision was recorded in Plat Book 15 at Page 68, RN 518463.
- J L Foutz Addition was recorded in Plat Book 10 at Page 55, RN 352117. That portion of North Beech Street adjoining Foutz Block 6, Lot 14, was platted at a width of 40 feet.
- West Menefee Estates Subdivision was recorded in Plat Book 11 at Page 38, RN 381345.
- The acceptance and recording of this plat changes the zoning of the eight lots shown from AR to SFR.
- The development of this property shall be subject to the Subdivision Improvement Agreement, as recorded under Reception Number _____.
- A geotechnical report may be provided to the Town of Mancos prior to any improvements on the property, as applicable, if required by the Colorado Geological Survey.
- Refer to the Civil Engineer's Construction plans for location and specifics of the sewer/water infrastructure plan and storm drainage plan.
- Further development of parcels in this subdivision may require additional utility extensions, fixtures and easements, including but not limited to drainage easements, and shall comply with the Town of Mancos Land Use Code in effect at the time of development.
- No development or building permits will be issued for parcels in this subdivision without the lot owner(s) providing all on- and off-site infrastructure necessary for site development. All requirements of the Town of Mancos Land Use Code in effect at the time of development, including payment of fees, shall be met.
- Any development of the parcels, lying wholly or partially within a FEMA-identified Special Flood Hazard Zone, shall comply with the Town of Mancos floodplain development standards as applicable.

CERTIFICATE OF OWNERS KNOW ALL MEN BY THESE PRESENTS

That Grene, LLC, being the legal and record owner of a tract of land located in Section 28, Township 36 North, Range 13 West, New Mexico Principal Meridian, Montezuma County, Colorado, being more particularly described as follows:

Beginning at a point on the northerly line of Lot 11 of West Menefee Estates as recorded in Plat Book 11 at Page 38, and the southeasterly corner of Creekside Subdivision Phase II as recorded in Plat Book 19 at Page 44, under Reception Number 613221, Records of Montezuma County, Colorado, from which point the W/4 Corner of said Section 28 bears S79°58'33"W a distance of 1659.47 feet;

Thence N00°11'35"E a distance of 223.64 feet along an easterly line of said Creekside Subdivision Phase II;
Thence S88°53'30"W a distance of 12.32 feet along a northerly line of said Creekside Subdivision Phase II;
Thence N00°40'39"W a distance of 272.11 feet along an easterly line of said Creekside Subdivision Phase II;
Thence N88°53'30"E a distance of 194.06 feet;
Thence S00°40'39"E a distance of 12.58 feet;
Thence N89°19'21"E a distance of 146.64 feet;
Thence S00°18'04"E a distance of 481.29 feet;
Thence S88°45'30"W a distance of 328.63 feet along the northerly line of Lot 11, West Menefee Estates, as recorded in Plat Book 11 at Page 38 to the point of beginning, and containing 3.76 acres more or less;

Has caused the same to be platted under the name and style of CREEKSIDE SUBDIVISION PHASE III, consisting of twelve lots as shown hereon;

And does hereby dedicate to the Town of Mancos for use by the public and to the public utilities that portion labeled hereon as Open Space;

And further grants to the Town of Mancos the Streets, Drives, Alleys and Ways shown hereon for the use of the public;

and does further dedicate the Cul De Sac Easements to the Town of Mancos for use by the public and to the public utilities; said cul de sacs shall be vacated in the event that Walnut Street is extended northerly.

And does hereby dedicate all Access, Utility & Drainage Easements to the Town of Mancos and to the public utilities, including but not limited to sewer, gas, water, electric, utility pipelines and appurtenances, ditches or canals and appurtenances, telephone, fiber, telecommunications, and similar lines and appurtenances, and for drainage, storage, or emergency access, and for such other utilities as may be necessary, together with the perpetual right of ingress and egress for the installation, maintenance, repair and replacement of utility equipment and supporting structures, and the right to trim interfering trees and shrubs and other obstructions. Landowner shall maintain the easement clear of buildings and structures. Said easements shall be utilized in a reasonable and prudent manner;

Bearings are assumed and are referenced by the West line of the SW/4NW/4 of Section 28, T36N, R13W, NMPM, both ends of said line being monumented by a rebar mounted with a 2" aluminum cap stamped LS 9185. This line bears S00°12'47"E a distance of 1320.5 feet.

"The undersigned, having a secured interest or other property interest in the subject property, as described at reception number _____ of the Montezuma County Records ("security interest or other property interest"), consents to the creation and recording of this plat, and hereby subordinates its security interest or other property interest to all public streets, alleys, parks, schools sites, rights of way, public areas, public dedications and easements shown on this plat as being set aside for public uses and purposes."
THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES:

By Colorado Limited Liability Company
Name _____
Title _____

State of _____;
County of _____;

This plat was subscribed and affirmed before me by _____
of _____
on this _____ day of _____, 2017, for the aforementioned purposes.

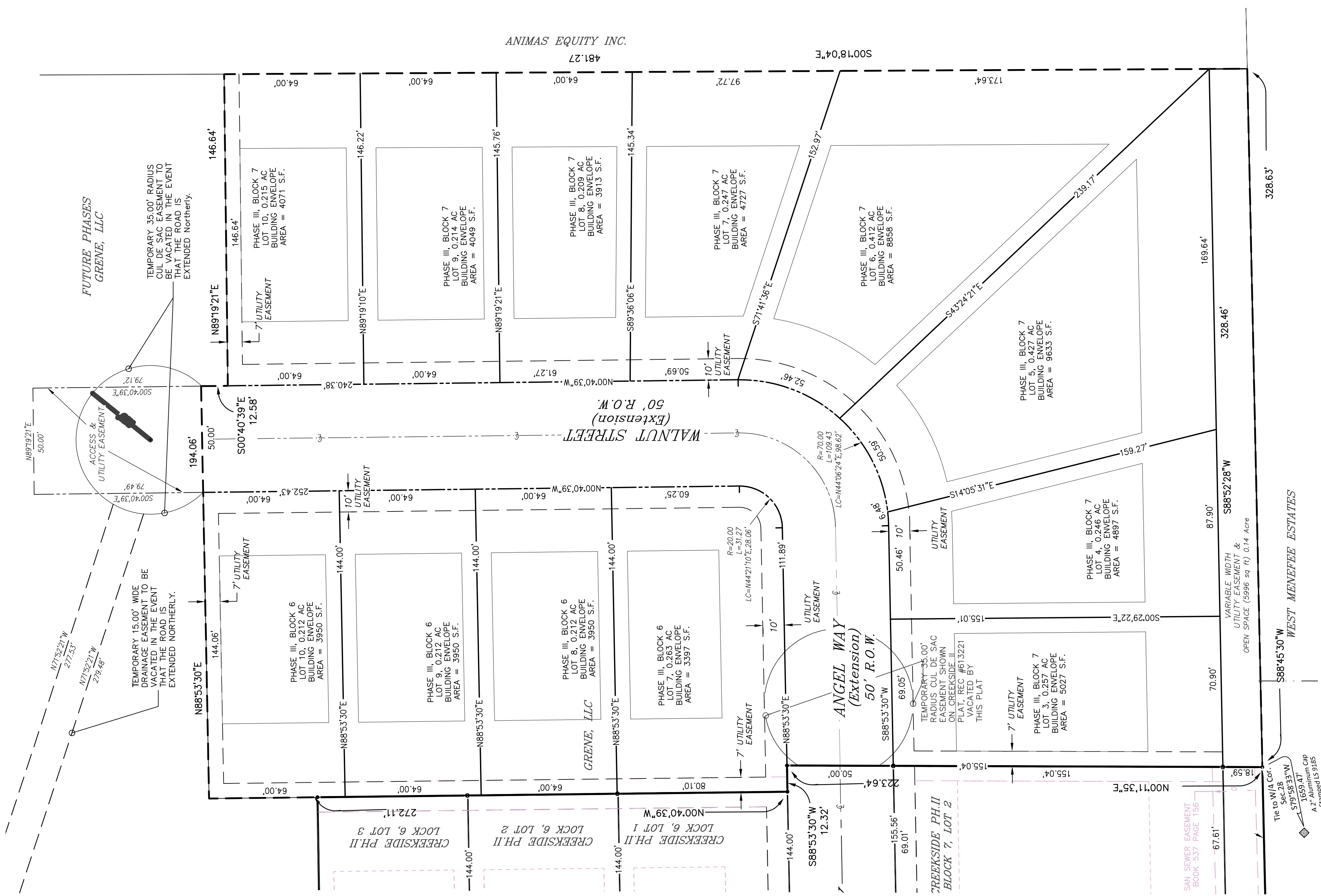
My commission expires: _____ Notary: _____

KNOW ALL MEN BY THESE PRESENTS:

That I, Ernest E. Maness, do hereby certify that this survey was prepared from field notes of an actual survey performed by me or under my direct responsibility of the land in question and that the same is true and correct to the best of my knowledge and belief. This plat is in accordance with applicable standards of Professional Land Surveyors practicing in the State of Colorado. This statement is not a guaranty or warranty, either express or implied.

ERNEST E. MANESS COLORADO REG. 19612

DATE _____



LEGEND

- SET A REBAR WITH A PLASTIC CAP STAMPED 19612
- INTERIOR LOT MONUMENTS NOT SET. TO BE SET BEFORE SALE OF LOTS
- FOUND A REBAR WITH A PLASTIC CAP MARKED LS 19612
- FOUND #4 REBAR WITH NO LS IDENTIFICATION
- FENCE: —x—x—x—x—

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF MONTEZUMA COUNTY, COLORADO AT _____ (A.M. / P.M.)
ON THE _____ DAY OF _____, 20____, AND DULY FILED
IN BOOK _____ AT PAGE _____ UNDER RECEPTION NUMBER _____
MONTEZUMA CLERK AND RECORDER

APPROVED this _____ day of _____, 20____
by the PLANNING COMMISSION of the Town of Mancos, Colorado
By: _____ (CHAIRPERSON)

APPROVED this _____ day of _____, 20____
by the BOARD OF TRUSTEES of the Town of Mancos, Colorado
By: _____ MAYOR
Attest: _____ TOWN CLERK

SCALE: 1" = 30 U.S. SURVEY FEET

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MANESS & Associates Inc.
REGISTERED LAND SURVEYORS

PHASE III CREEKSIDE SUBDIVISION
LOCATED IN SECTION 28, T36N, R13W, NMPM
TOWN OF MANCOS, MONTEZUMA COUNTY, COLORADO

09-09-21

DIRECTED BY GENE BOTT
File: 2016-07-MT3

Path: su:bott-creeksideph3
base-creeksideph3.dwg

28 S. Washington -- P.O. Box 1163 -- Cortez, CO. 81321 -- Phone: 970/565-8845 -- manessernest@frontier.net

**The Journal
#8 West Main
Cortez, CO 81321**

09/24/20

Mailing Address: P.O. Drawer A, Durango, CO 81302

Phone:(970) 565-8527 Fax:(970) 565-8532 Email:classifieds@the-journal.com

Account: 105966	Date: 09/24/20
Client:	Ad Date: 09/30/20
	Class: Public Legals
Company: Town of Mancos	Ad ID: 330669
Address: PO Box 487	Ad Taker: TDESROSIER
Mancos, CO 81328	Sales Person: C10
	Words: 179
Telephone: (970) 533-7725	Lines: 48
Description: 330669 Public Notice NOTICE of PUBLI	Agate Lines: 70
	Depth: 5.0
	Inserts: 4
	Blind Box:

Other Charges:	\$2.00	Gross:	\$34.16
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	5.0	Amount Due:	\$34.16

Payments

Publication	Start	Stop	Inserts	Cost
Cortez Journal	09/30/20	10/07/20	2	\$34.16
Online TJ	09/30/20	10/07/20	2	\$0.00

Ad Note:

Customer Note:

330669 **Public Notice
NOTICE of PUBLIC HEARING**

**Before the
Town of Mancos
Planning & Zoning
Commission**

Notice is hereby given that on October 21, 2020 at 7:00 p.m., or as soon as possible thereafter, in Mancos Town Hall, 117 N. Main, Mancos, Colorado, or at such other place and time as the hearing may adjourn to, a Public Hearing will be held for:

Ordinance 760 Series 2020 An Ordinance Approving the Final Plat for the Creekside Phase III Subdivision, Accepting Dedicated Rights of Way and Easements, Approving Rezoning, and Approving the form of Subdivision Improvement Agreement

Additional information is available from Mancos Town Hall and available to the public for inspection. For questions or comments, please contact Town Hall, 117 N. Main, Mancos, CO. All interested parties are encouraged to attend or mail in comments to The Town of Mancos, P.O. Box 487, Mancos, CO 81328. The Town will be accepting comments up to the date and time of the public hearing.

Published in The Journal September 30 and October 7, 2020 by order of Heather Alvarez, Town Administrator/ Clerk/Treasurer

*We Appreciate Your Business!
-Thank You !-*