



**ORDINANCE NO. 2
SERIES OF 2019**

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING AN APPLICATION OF PACIFICA SENIOR LIVING RE FUND
LLC TO AMEND THE 2013 COMPREHENSIVE PLAN FOR PURPOSES OF
INCLUDING PROPERTY IN THE “DOWNTOWN NORTH” DESIGNATION,
TO REZONE THIS PROPERTY AS PART OF THE RESIDENTIAL HIGH
DENSITY (R/HD) ZONE DISTRICT, AND FOR MAJOR SITE PLAN REVIEW
APPROVAL TO DEVELOP A 78-UNIT ASSISTED LIVING FACILITY**

WHEREAS, Pacifica Senior Living RE Fund, LLC, a Colorado limited liability company (“Applicant”) has submitted a combined land use application for 3.867 acres of land consisting of two parcels located at 295 Rio Grande Lane (the “East Parcel”) and 297 Rio Grande Lane (the “West Parcel”), both legally described on attached *Exhibit A* (the “Property”), in order to: (1) amend the 2013 Comprehensive plan such that the Property will be re-designated as part of the “Downtown North” designation instead of the “Developed Neighborhood designation; (2) rezone the Property (portions of which are presently zoned as part of the Nieslanik Mini P.U.D. or the Residential/Medium Density (R/MD) zone district) as part of the residential high density (R/HD) zone district; and (3) obtain major site plan approval to develop a 78-unit assisted living facility upon the Property; and

WHEREAS, after all required notices, the Town’s Planning and Zoning Commission (P&Z) conducted a public hearing on November 16, 2017, and January 25, 2018, at which time various elements of these requests were discussed and public input was taken; and

WHEREAS, the P&Z subsequently recommended to the Town’s Board of Trustees that these requests be approved; and

WHEREAS, after all required notices, the Town’s Board of Trustees conducted a public hearing on February 27, 2018, at which time the Board heard and considered the statements of town staff and the public and reviewed and considered all relevant documents and information presented at such hearing, all as required by law; and

WHEREAS, the Board of Trustees finds that is appropriate to approve an amendment to the 2013 Comprehensive Plan for purposes of re-designating the entire Property as part of the “Downtown North” designation in order that the Property may be re-developed as an assisted living facility—such redevelopment would extend the traditional town form, scale and mixture of uses, and add to and support critical elements of the downtown, as contemplated by the Comprehensive Plan;

WHEREAS, the Board of Trustees also finds that it is appropriate to approve the rezoning of the Property as recommended by the Planning and Zoning Commission pursuant to Chapter 17 of the Carbondale Municipal Code (the UDC), as the rezoning is consistent with the overall purpose statement described in Section 1.3 of the UDC, the 2013 Comprehensive Plan, and also complies with the specific rezoning criteria set forth in UDC sub-sections 2.4.2.C.3.b.i through –vi, inclusive, as follows:

- i. The proposed rezoning will promote the public health, safety, and general welfare;
- ii. The proposed rezoning is consistent with the 2013 Comprehensive Plan, as amended, as it will provide senior housing options near downtown;
- iii. The proposed rezoning is consistent with the stated purposes of the R/HD zoning Applicant; specifically, the rezoning will provide a well-planned mix of assisted living units close to commercial centers and near downtown;
- iv. The proposed rezoning will not result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;
- v. The proposed rezoning is not likely to result in material adverse impacts to other property adjacent to or in the vicinity of the Property; and
- vi. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) are available to serve the Property while maintaining adequate levels of service to existing development; and

WHEREAS, the Board of Trustees also finds and determines that the application for major site plan review also meets the following site plan approval criteria set forth in Municipal Code Chapter 17, Article 2, Sub-Sections 2.5.3.C.1 through 4, inclusive, including:

- i. The site plan is consistent with the 2013 Comprehensive Plan, as amended, as it will optimize the use of land in Town, function as infill development, and will expand the inventory of senior housing available in Town;
- ii. The site plan is consistent with the purposes of the R/HD zone district;
- iii. The site plan complies with all applicable development and design standards set forth in the Municipal Code; and

iv. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale, or such impacts will be sufficiently mitigated; and

WHEREAS, the Board of Trustees also finds and determines that certain conditions of approval should be imposed, as set forth herein and a related Development Improvements Agreement to be entered into by the Applicant and the Town contemporaneously with the finalization of these approvals, which terms and conditions include that the Applicant will pay certain fees to the Town, construct certain required public improvements (including water and sewer service system components, street improvements, and stormwater improvements), and dedicate certain associated public utility easements to the Town for purposes of future operation, maintenance, repair and replacement of these public improvements.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO as follows:

1. **Comprehensive Plan Amendment.** The 2013 Comprehensive Plan is hereby amended so that the Property shall be included in the "Downtown North" designation instead of the "Developed Neighborhood" designation, and the Future Land Use Plan included in the 2013 Comprehensive Plan is hereby amended accordingly.

2. **Rezoning.** The Property (including both parcels that comprise the "Property") shall be and is hereby re-zoned as part of the Residential High Density (R/HD) zone district within the Town of Carbondale. Upon this Ordinance becoming effective, the Property shall no longer be within Nieslanik Mini PUD or the R/MD zone district, as applicable, and the Town's Zone District Map shall be amended to reflect as such in accordance with Section 3.1.2. of Chapter 17 of the Carbondale Municipal Code. Should the Applicant not commence development of the project contemplated by these approvals within two years of the date of adoption of this Ordinance, this rezoning approval shall be deemed to have lapsed pursuant to Chapter 17.02, Section 2.3.9 of the Municipal Code (Lapse of Approval). If, however, development is diligently commenced within this timeframe, the Nieslanik Mini PUD shall be considered terminated and of no further force or effect, as no other property within Town was zoned as part of such PUD.

3. **Major Site Plan Review.** The Board of Trustees hereby grants Major Site Plan Review approval to allow development of a 78-unit assisting living facility, which facility shall include one building (Building A) to include up to 24 memory care (MC) units and 24 assisted living (AL) units, and a second building (Building B) to include up to 30 assisted/independent (IL) units. A copy of the approved site plan is attached to this Ordinance as *Exhibit B*. Site plan approval is conditioned upon all terms and conditions of this Ordinance and the associated Development Improvements Agreement. Pursuant to Chapter 17.02, Section 2.5.4.G.2 of the Municipal Code, site plan approval shall remain in effect for a period of three years, provided that this approval shall lapse if 50%

of the total square footage of the approved project is not initiated within this three-year period.

4. **Development Improvements Agreement.** Prior to any construction on the Property, the Town and the Applicant shall enter into a Development Improvements Agreement in the form attached to this Ordinance as *Exhibit C*. All terms of such Agreement are incorporated as terms and conditions of this Ordinance.

5. **Dedication of Public Access and Utility Easements.** Upon completion of construction of all public improvements required by the Development Agreement, and prior to applying for certificates of occupancy from the Town or the State, or otherwise allowing Buildings upon the Property to be occupied, the Applicant shall survey the as-built locations of the public improvements required by the Development Improvements Agreement and shall thereafter execute and deliver to the Town an easement deed or deeds conveying customary public easements to the Town for purposes of future operation, maintenance, repair and replacement of the public improvements (including principally a new water main easement, and a public ingress/egress across all paved driveways, parking areas, and sidewalks for use by emergency service providers and law enforcement). The utility easement for the water main shall be 20 feet in width, extending 10 feet on either side of the surveyed as-built centerline of the underground water main. The trail easement shall be in same dimensions as the as-built concrete surfaced trail. Prior to dedication of these easements, the Applicant shall provide the Town Attorney with a current title commitment showing that such dedications and conveyances shall be free and clear of all encumbrances, or subject only to such exceptions as may be approved by the Town Attorney. The easement deed(s) shall also include a title warranty from the Applicant, and any lender with a lien against the Property shall sign consents and lien subordinations for these easements. Upon delivery of the easements, the Applicant shall also pay the required fee for the title company to issue owner's title insurance coverage to the Town for the easements (with coverage amount of no less than \$250,000). The form of the easement deed(s) shall be subject to review and approval by the Town attorney, and the location and scope of the easements shall be subject to review and approval by the Town's public works director.

6. **Fees.** The following fees shall be paid by the Applicant prior to the recordation of this Ordinance, the Town's execution of the DIA, or the commencement of construction:

- a. A \$68,843.00 fee in lieu of water rights dedication shall be paid by Applicant prior to recordation of the Development Improvements Agreement or issuance of any building permits.
- b. The Applicant shall reimburse the Town for any outstanding reimbursable legal or engineering expenses incurred through the date of recordation.

7. **Additional Conditions of Approval.** The Board of Trustees imposes the following additional conditions of approval:

- a. Approval of the Major Site Plan Review is contingent upon Town approval of the engineering plans. All of the comments in the Public Works Director's memo dated January 5, 2018 shall be addressed during the preparation of the engineering plans.
- b. This Ordinance shall not take effect until RFTA's approval and execution of access license agreements to include principal access to the Property, as well as the utility crossings and proposed trail connection shown on the Site Plan. There are two utility crossings, one for a fiber optic cable which will go to Pacifica and the other for a water main to be dedicated to and owned by the Town. Thereafter, should these license agreements ever terminate, the Town may require the Assisted Living Facility approved herein to cease operations pending the establishment of alternate legal and physical access sufficient to accommodate emergency vehicles, and provisions for adequate public utility service to the Property.
- c. All required public utility and access easements shall be dedicated to the Town of Carbondale pursuant to the Development Improvements Agreement prior to release of security held to guarantee completion of required public improvements or issuance of any certificates of occupancy. The location, size and terms of the easements shall be subject to review and approval of Town Staff. The Applicant shall have its surveyor prepare as-built legal descriptions for all required easements with form and content acceptable to the Town's public works director.
- d. Prior to issuance of any building permits, the Applicant shall confirm a drainage easement agreement upon adjacent property owned by Paul R. Nieslanik and Celia R. Nieslanik to the extent that all stormwater is not being detained or retained on site. The easement shall be subject to review and approval of the Town Attorney.
- e. The Applicant has entered into a Livestock Easement agreement with Paul and Celia Nieslanik for purposes of defining the Nieslaniks' future right to drive cattle across the Property dated February 1, 2017 and recorded on February 2, 2017 at Reception No. 888484. All development shall be consistent with this agreement.

- f. All project lighting shall be in compliance with Chapter 17.05, Section 5.10 of the Municipal Code (Exterior Lighting).
- g. Except to the extent inconsistent with this Ordinance or the related Development Improvements Agreement, all representations of the Applicant in written submittals to the Town or during public hearings concerning this project shall also be binding as conditions of approval.
- h. The Applicant shall pay and reimburse the town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.
- i. The Applicant shall submit a digital map to the Town that shows the boundaries of the Property being rezoned and the R/HD zone Applicant designation in order to facilitate the Town's update to its Zoning District Map.
- j. This project presently contemplates the construction of 78 multi-family housing units for occupancy exclusively by older adults, or others with special needs, in memory assisted, assisted living, or assisted independent living units, as set forth above, all as part of a Assisted Living Facility licensed by the State of Colorado. As a part of the approval of the Application, the Town has found and determined that the use of these units as part of an Assisted Living Facility does not trigger inclusionary housing requirements. If, however, the Applicant should ever determine to allow the occupancy of these units by persons other than qualified residents of an Assisted Living Facility, to sell all or any portion of the Property except to another State-licensed operator of an Assisted Living Facility, or to subdivide or condominiumize any portion of the Property, the Applicant acknowledges that it shall be required to come into compliance with the Town's then-applicable affordable housing regulations (presently codified as Section 5.11 of Chapter 17.05 of the Municipal Code), and that the Town may withhold or condition any further development approvals accordingly. Any use of the Property in violation of this condition may also be processed by the Town as a violation pursuant to Chapter 17.01, Section 1.8.2.B of the Municipal Code, in which case the Town may pursue any or all of the remedies and penalties set forth in Chapter 17.01, Section 1.8.3.
- k. No more than 28,801 square feet of landscaping may be irrigated upon the Property. Ditch water from the ditch that traverses the



Property shall not be utilized upon the Property unless expressly approved by the Town in the future.

1. The only public improvement for this project as to which the Town is going to accept maintenance responsibility after completion and acceptance is the proposed new water main that will serve the Property. All other improvements, public and private, that will be constructed pursuant to the Development Improvements Agreement shall be privately operated, maintained, repaired and replaced by the owner of the Property in perpetuity.

8. **Other representations.** All other representations of the Applicant and its representatives made in written submittals to the Town or during Town public hearings shall be considered additional conditions of approval.

9. **Effective Date.** This Ordinance shall not be effective until RFTA's approval of licenses for access and utilities to the Property for the development contemplated hereby pursuant to Section 7.b, above, and until 30 days' after posting and publication of this Ordinance in accordance with the Town's Home Rule Charter. If RFTA approval does not issue within 90 days of the date of passage of this Ordinance, this Ordinance shall be null and void and of no further force or effect.

INTRODUCED, READ AND PASSED this 8th day of January, 2019.

THE TOWN OF CARBONDALE

By:

Marty Silverstein
Marty Silverstein, Mayor Pro Tem

ATTEST:

Cathy Derby
Cathy Derby, Town Clerk



EXHIBITS:

- A. Legal Description of Property.
- B. Approved Site Plan.
- C. Development Improvements Agreement.

EXHIBIT A

A tract of land situated in Lots 10 and 11 of Section 34, Township 7 South, Range 88 West of the 6th P.M., lying Northerly of the Denver and Rio Grande Western Railroad (Aspen Branch) right-of-way described as follows:

Beginning at a point on the Northerly right-of-way line of said railroad whence the survey monument of the intersection of 4th street and Main street in the Town Carbondale, Colorado, bears S. 30° 23'05" W. 699.58 feet; thence N. 16° 05'31" E. 201.11 feet to a point on a fence as constructed and in place; thence N. 87°44'35" E. 127.35 feet along said fence; thence S. 03° 54'30" E. 305.74 feet along a fence as constructed and in place to a point on Northerly right-of-way line of said railroad; thence N. 62° 21' W. 230.11 feet along the Northerly right-of-way of said railroad to the point of beginning, and containing 0.97 of an acre, more or less, said property being described in Deed recorded July 28, 1967, as Reception No. 238541 in Book 386 of Page 421 of the Garfield County records.

And;

A parcel of land situate in Lots 6, 7, 10 and 11 of Section 34, Township 7 South, Range 88 West of the Sixth Principal Meridian County of Garfield, state of Colorado, said parcel being more particularly described as follows:

Beginning at the Northwest Corner of the Patch subdivision as filed in the Records of the Clerk and Recorder of Garfield County as Reception No. 300707; thence S. 21°05'00" W. (S 21°05'00" W), along the Westerly boundary of said Patch Subdivision a distance of 199.66 feet to a point on the Northerly right-of-way line of the Denver and Rio Grande Railroad, thence N. 62°21'01" W. (N 62°21'01" W), along said right-of-way a distance of 93.97 feet to a point on the East line of a parcel of land described in Book 480 at Page 353 of said records of the Clerk and Recorder of Garfield County; thence N. 03°54'29" W. (N 03°54'29" W). along said East line a distance of 456.34 feet; thence departing said East line on a bearing of S. 56°40'28" E. (S. 58°40'28" E), a distance of 241.76 feet; thence S. 05°02'09" W. (S 05°02'09" W), a distance of 180.46 feet to the POINT OF BEGINNING. County of Garfield, state of Colorado

DEVELOPMENT IMPROVEMENTS AGREEMENT FOR SOPRIS LODGE ASSISTED LIVING COMMUNITY

This AGREEMENT is made and entered into between the TOWN OF CARBONDALE, COLORADO ("Town"), and PACIFICA SENIOR LIVING RE FUND, LLC ("Developer"), to become effective March 28, 2019, 2019, regardless of the date when the parties actually sign it.

I. Recitals.

For the purpose of interpreting and giving effect to this agreement, the Town and the Developer agree to the truth and the accuracy of the following:

a. The Developer is the owner in fee simple of property within the Town of Carbondale consisting of two parcels located at 295 Rio Grande Lane (the "East Parcel") and 297 Rio Grande Lane (the "West Parcel"), both legally described on attached *Exhibit A* (collectively the "Property"). The Developer has submitted a combined land use application to the Town for the Property in order to: (1) amend the 2013 Comprehensive plan such that the Property will be re-designated as part of the "Downtown North" designation instead of the "Developed Neighborhood designation; (2) rezone the Property (portions of which are presently zoned as part of the Nieslanik Mini P.U.D. or the Residential/Medium Density (R/MD) zone district) as part of the residential high density (R/HD) zone district; and (3) obtain major site plan approval to develop a 78-unit assisted living facility upon the Property.

c. The obtaining of final approval of the Application will inure to the Developer's benefit.

d. On January 8, 2019, 2019, the Board of Trustees of the Town of Carbondale, after holding all necessary public hearings, approved Ordinance No. 2, Series of 2019 (the "Approval Ordinance"), which document is recorded in the Office of the Garfield County Clerk and Recorder as Reception No. 918978. The terms and conditions of the Approval Ordinance are incorporated herein by this reference as if set forth herein verbatim, and the approvals cited above are contingent upon the express condition that all of the obligations and duties set forth in this Agreement and the Approval Ordinance are faithfully performed by the Developer.

e. The Developer recognizes and acquiesces in the jurisdiction and the power of the Town to impose the restrictions and conditions required of the Developer in this



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Agreement, joins in the imposition of them, and agrees to perform each and every one of them.

2. **Specific Conditions.**

Developer hereby agrees to the following conditions of approval by the Town:

a. That all representations of the Developer made in the Application and in statements during the meetings and public hearings before the Town shall be considered conditions of approval. In the event it is determined by the parties that there is an omission in this Agreement or that this Agreement or other agreement between the parties does not correctly address or include all representations of the Developer, the agreement of the parties, or the conditions of approval by the Town, the parties shall execute an amendment to this Agreement or such other agreement as may be necessary to correct such omitted or incorrect matter

b. That the Town has approved a Major Site Plan for this development that includes the development of a 78-unit assisted living facility upon the Property, to include two buildings (Buildings A & B), one building (Building A) to include up to 24 memory care (MC) units and 24 assisted living (AL) units, and a second building (Building B) to include up to 30 assisted/independent (IL) units, together with associated dining and laundry facilities, parking areas, sidewalks, and a trail. All development shall be consistent with the approved Site Plan unless an amendment is approved by the Board of Trustees pursuant to Sections 2.3.8 and 2.5.3 of Chapter 17.02 of the Carbondale Municipal Code (the UDC). The Major Site Plan shall be recorded by the Developer.

b. That the improvements required to be completed by the Developer in connection with the Town's approval of the Major Site Plan and other obligations of the Developer shall be secured prior to recording Major Site Plan, the commencement of construction of any improvements for this development, or the issuance of any building permits for this development. The required improvements are described herein and the estimated cost thereof is set forth on *Exhibit B*, attached hereto and incorporated herein by this reference.

c. That the Developer hereby agrees to comply with all of the terms and conditions of the Approval Ordinance and this Agreement.

3. **Major Site Plan Approval.**

The layout of the proposed development is generally depicted on attached *Exhibit C* and the general locations of the public utility and trail easements to be dedicated to the Town are set forth on *Exhibit D*. All of the public easements shown on *Exhibit D* shall be dedicated to the Town by general warranty deed, with owner's title insurance coverage provided to the Town, and all required public and private improvements shall be completed, prior to release of any



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security for the public improvements or certificates of occupancy for the Buildings, all as required by the Approval Ordinance.

Construction and maintenance of all required public improvements within public rights-of-way and easements shall remain the obligation of the Developer until formal acceptance by the Town. After acceptance, the Town shall assume maintenance responsibility for all public improvements located within public streets and easements, with the exception that the Town will not accept maintenance responsibility for private water lines, for any sewer infrastructure upon the Property (including a proposed new lift station), or for the public trail. With the exception of the water main, future operation, maintenance, repair and replacement of all improvements locate upon the Property shall be the perpetual, private obligation of the owner of the Property.

4. Additional Conditions of Approval/Improvements.

Developer hereby agrees to the following conditions of approval by the Town for installation of the public and private improvements:

a. The Developer has presented to the Town and the Town has approved all engineered plans and specifications necessary and required for construction and installation of public and private improvements for the development, as provided herein ("Engineered Plans and Specifications"). In addition to the requirements expressly set forth in this Agreement, the Engineered Plans and Specifications include the documents listed below that are incorporated herein by reference:

Sheets from Plan Set Dated December 13, 2018:

C0	Cover Sheet
C1	General Notes & Legend
C2	Site Plan
C3	Composite Plan
C4	Stormwater Management Plan
C5	Grading Plan
C6-9	Grading Detail
C10-C13	Sanitary Sewer Plan & Profile
C14-C18	Storm Drain Plan & Profile
C19-C22	Water Line Plan & Profile
C23	Century Link Crossing
C24	Rio Grande Lane Plan & Profile
C25	2 nd Street Sidewalk Plan & Profile
C26	2 nd Street Sidewalk Cross Sections

The Town Engineer and the Town Building Official shall have authority to require additional detailed drawings, clarifications, and/or corrections to these documents prior to the issuance of building permits for the development.

b. The estimated cost of completion of the required public improvements ("Public Improvements") is \$251,048.64 according to the cost estimate prepared and certified by a Colorado-registered professional engineer that are attached as *Exhibit B* hereto. The Public Improvements shall be constructed and installed in accordance with the Engineered Plans and Specifications approved by the Town. The Developer agrees to pay the entire cost of installation and construction of all of such Public Improvements and shall install and construct the same on or before *January 8, 2020*.

c. The public and required private improvements to be installed by the Developer are generally described as follows and more particularly described on the Engineered Plans and Specifications to wit:

(i) Public Trail. As part of the Public Improvements, the Developer shall construct the public trail shown on *Exhibit C*. Upon completion of construction and acceptance by the Town, the Developer shall retain responsibility for maintenance, repair and replacement of this trail, as well as snow removal.

(ii) Drainage. All construction shall be in accordance with the Drainage Report prepared by River City Consultants dated December 13, 2018. All drainage infrastructure to be located upon the Property shall be permanently maintained, repaired and replaced by the owner of the Property.

(iii) Water Distribution System. The water distribution system shall include, by way of example, fire hydrants, water lines, and appurtenances, and shall be installed in accordance with the Engineered Plans and Specifications and the Town's Public Works Manual. Although the new water main shall be owned and maintained by the Town after acceptance, all water service lines shall be owned and maintained from the curb stop near the property line to the building by the owner of the Property. The Developer shall include the location and elevation of all individual water service lines installed in conjunction with the Public Improvements on the as-builts required in Subsection 4(b)(xii), below.

(iv) Sanitary Sewage Collection System. The Sanitary Sewage Collection System, including, by way of example, all sewer mains and laterals, as well as a new lift station, shall be installed in accordance with the Engineered Plans and Specifications. The Developer shall include the location and elevation of all sanitary individual sewer services lines installed on the as-builts required in Subsection 4(b)(xii), below. After construction, all Sanitary Sewer Collection System Improvements located upon the Property shall be private owned,



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operated, repaired and replaced by the owner of the Property in perpetuity, and the Town shall have no responsibility for the same.

(v) Electric. Underground electrical wiring shall be installed in accordance with requirements and plans and specifications approved by Xcel Energy, and all plans for installation shall be submitted to the Town for its approval prior to installation.

(vi) Project Lighting. All lighting on the site shall be installed as required by the Town. Design and spacing of lighting shall be in accordance with standards approved by the Town.

(vii) Underground Communication Systems. Underground communication systems shall be installed in accordance with requirements and plans and specifications of CenturyLink and Comcast, as approved by the Town.

(vii) Gas Distribution System. The natural gas distribution system shall be installed in accordance with the requirements and plans and specifications of Black Hills Energy, and shall be submitted to the Town for its approval prior to installation.

(viii) Signs. All street signs and traffic control devices, as required by the Town, shall be installed as required by the Manual on Uniform Traffic Control Devices (MUTCD) and as required and approved by the Town.

(ix) Soils Testing. A soils report prepared by Yeh & Associates, Inc. dated February 16, 2016, has been submitted to the Town. The Town may require additional site-specific soils reports at the time of excavation upon inspection by the Developer's engineer or Town Staff or as a condition of any site plan or building permit approval.

(x) Dust/Street Cleanup. During construction, the Developer shall comply with all reasonable directives of the Town to suppress dust and shall take steps to require that all construction traffic be free of mud when entering public streets within the Town of Carbondale. The Developer shall promptly clean up such mud or other debris from the construction site on Town streets.

(xi) Street Cuts. Except as otherwise provided below in Section 12, any concrete street cuts made by the Developer shall be cut and replaced at existing construction joints and only full panels. Any asphalt street cuts made by the Developer shall be full-width cuts ten (10) feet in both directions and repaved with a lay-down machine.

(xii) As-Builts (survey and GIS). Upon completion of construction, the Developer will have a Colorado-registered Professional Surveyor who has personally inspected the site prepare and submit to the Town one electronic copy of surveyed as-builts showing all of

the Public Improvements and required private improvements (including sewer and drainage/stormwater systems, streets/earthwork, irrigation and landscaping, all as itemized on *Exhibit B*) constructed. Additionally, the Developer will have GIS as-builts prepared and submitted to the Town electronically, which GIS as-builts shall include a GIS shapefile of all utilities with a data point for each piece of infrastructure with a photo, installation date, manufacturer, model and site-specific field notes. The GIS as-built file shall be insertable into the Town's GIS system. The Developer may elect to have the Town Engineer prepare these required GIS as-builts at the Developer's expense, or to have an alternative Colorado-registered professional engineer perform these services.

(xiii) Computer Construction Drawings. An electronic computer file in CAD format of the as-built construction drawings referred to in the prior paragraph will also be submitted to the Town upon completion of the improvements required by this Agreement.

(xiv) Video Recordings of Sewer Lines. At completion of sewer line installations, video recordings and logs showing interior of pipes shall be provided to Town in an acceptable electronic format.

(xv) Stub-outs. The Developer shall clearly mark with steel or wooden posts stub-outs for all utilities and swing ties and depth to these stub-outs from permanent objects shall be on the as-builts.

(xvi) Landscaping. Landscape improvements within public rights-of-way shall be installed in accordance with the Engineered Plans and Specifications and the Landscape Plan attached as *Exhibit E*.

(xvii) Fire protection. A "Knox" box shall be installed in Building A and Building B prior to issuance of a certificate of occupancy. The installation of Knox Boxes shall be subject to the review and approval of the Fire District.

d. All Public Improvements associated with the Site Plan and other obligations of the Developer shall be secured prior to recording this Agreement or the commencement of construction as set forth below. Said Public Improvements are described herein and the estimated costs thereof are set forth in *Exhibit B*, attached hereto and incorporated herein by this reference.

e. All development fees required by the Approval Ordinance shall be paid to the Town at such times as specified in the Approval Ordinance.

f. Upon completion of the Public Improvements, Developer will cause its engineers (who shall have been actively engaged in observing the construction of the Public Improvements and be registered in the State of Colorado) to provide a written certification that

the Public Improvements 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-built plans shall be submitted with these certifications in the form described in Section 4.b.xii, above. The Town may withhold or suspend the processing of building permits or certificates of occupancy until all information required by this paragraph is provided to the Town.

g. After construction and/or upon completion of each Building, the Developer shall restore any remaining undeveloped areas upon the Property that were disturbed during construction by removing all construction materials, regrading, and re-seeding these areas to facilitate dust control and noxious weed management. The Developer shall also at all times remedy any public safety issues that may be presented by the temporary discontinuance of project construction (e.g. by removing any exposed rebar or other dangerous items from the site, or placing fencing and signage to preclude public access to any partially constructed improvements).

h. Nothing in this Agreement or the Approval Ordinance shall be construed to alter the duration of the Site Plan approval for this development as set forth in Section 2.5.3.G.2 of the UDC (Chapter 17, Section 17.02 of the Carbondale Municipal Code).

i. This development presently contemplates the construction of 78 multi-family housing units for occupancy exclusively by older adults, or others with special needs, in memory assisted, assisted living, or assisted independent living units, as set forth above, all as part of a Assisted Living Facility licensed by the State of Colorado. As a part of the approval of the Application, the Town has found and determined that the use of these units as part of an Assisted Living Facility does not trigger inclusionary housing requirements. If, however, the Applicant should ever determine to allow the occupancy of these units by persons other than qualified residents of an Assisted Living Facility, to sell all or any portion of the Property except to another State-licensed operator of an Assisted Living Facility, or to subdivide or condominiumize any portion of the Property, the Applicant acknowledges that it shall be required to come into compliance with the Town's then-applicable affordable housing regulations (presently codified as Section 5.11 of Chapter 17.05 of the Municipal Code), and that the Town may withhold or condition any further development approvals accordingly. Any use of the Property in violation of this condition may also be processed by the Town as a violation pursuant to Chapter 17.01, Section 1.8.2.B of the Municipal Code, in which case the Town may pursue any or all of the remedies and penalties set forth in Chapter 17.01, Section 1.8.3, together with the other remedies authorized by this Agreement.

5. Construction Management.

The Developer shall submit a Construction Management Plan to the Town prior to issuance of any building permits. The terms and conditions of such Plan are incorporated fully

herein as terms and conditions of this Agreement, provided that in the case of any inconsistency between the terms of such Plan and the terms of this Agreement, this Agreement shall govern. After construction is completed, all soils that are disturbed during construction shall be reseeded, irrigated to re-establish vegetation, and thereafter kept reasonably free of noxious weeds. The Developer shall have a pre-construction meeting with Town representatives in attendance.

6. Inspections

During the installation by the Developer of the Public Improvements described in Section 4 above, the Town may:

- a. Inspect the work in progress with such personnel as the Town deems necessary.
- b. Require the production and inspection of the plans and specifications of the Developer and any contractor or subcontractor working on its behalf in connection with the work in progress.
- c. Require the Developer to obtain and pay for inspections, soils composition tests, compaction tests, concrete tests, asphalt tests, or such other tests of materials and work as may be necessary in the Town's opinion to ensure that the work in progress is being performed according to the Town's specifications and the Engineered Plans and Specifications.
- d. Any Town inspector shall have the authority to immediately order that all construction in the development be suspended if the inspector determines that such a stop work order is needed to protect the Town's interest, or in the event of a violation of this Agreement, the Carbondale Municipal Code, or any sewer and water utility installation requirements. The Town may utilize staff personnel for inspections, or hire an outside inspector, in either case the cost of which will be reimbursed by the Developer.

7. Non-Liability upon Approval and Acceptance

The Town's approval of the Engineered Plans and Specifications shall not be deemed an adoption of them or a representation or warranty to the Developer or any other person or entity that the Engineered Plans and Specifications, or any work performed under them, is fit for the purpose intended or otherwise safe.

The Town's approval of the Engineered Plans and Specifications, acceptance of the installation of the Public Improvements described below, or the use and maintenance of such Public Improvements shall not be deemed to be any of the activities listed in C.R.S. 24-10-106(a)(1) for which sovereign immunity is waived. No action or inaction by the Town in



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connection with its approval of this development shall be deemed a waiver of its sovereign immunity.

The Town does not warrant or make any representations whatsoever concerning the suitability of its public improvements, including water distribution system, sewer system, or any other device or system owned or controlled by the Town which may be used in improving or serving the development. Without limiting the foregoing, the Developer assumes the risk of all costs associated with installations for improving or serving the development as described above and of all costs necessary to improve or serve the development.

8. Warranties

The Developer shall warrant the installation of the Public Improvements described in Section 4 above against all defects in materials and workmanship for a period of two (2) years after the date of acceptance of the work by the Town, and all curative work under this warranty shall itself be warranted for an additional one year period or the expiration of the original two (2) year warranty, whichever is greater. In the event of any defect, the Town may require the Developer to correct the defect in material or workmanship.

9. Legal Compliance

The Developer shall comply with all state, federal and local laws, ordinances, rules, and regulations, including, by way of example, Chapter 17 of the Carbondale Municipal Code (the UDC) and all other ordinances and regulations of the Town relating to streets, water lines, and sewer lines, including the Town's Public Works Manual. The Developer, or its successors in interest, shall pay all system improvement fees for utilities as required by the Town's ordinances and regulations in effect as of the date of application for the tap, provided that if connection is not made to said system before expiration of the associated building permit, Developer shall pay any additional system improvement fees which may be applicable under Town Code in effect on the date of actual connection.

10. Dedications and Conveyances to Town

Upon completion and acceptance of the public water main and public trail described in Section 4 above, such Public Improvements shall be the property of the Town, without further action of either party, except as otherwise herein provided. At time of acceptance, upon request of the Town, the Developer shall provide the Town with a bill of sale conveying the Public Improvements, free and clear of any encumbrances, and an itemized list of the actual cost of construction of each of the Public Improvements. At the time of acceptance, the Developer shall also dedicate and convey to the Town as-built easements according to the procedures and requirements set forth in the Approval Ordinance (including the provision of title insurance coverage at Developer's expense). The Public Improvements shall not be deemed accepted and



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the warranty period(s) for the same shall not commence until the Town has both accepted completion and received all required easement dedications.

11. Certificates and Permits

No certificates of occupancy shall be issued for or relating to any structure or improvement upon the Property until full completion by the Developer of all improvements required by this Agreement. Except as provided in this Section 11, nothing herein shall limit the obligations of the Developer imposed by any of the Town's ordinances concerning the issuance of a certificate of occupancy. Without limiting any of its rights under this Agreement, the Town may, but need not, issue certificates of occupancy and grant extensions of time for the completion of construction and the installation by the Developer of any improvement, but only as is provided in Section 16, below. No extension of time for completion shall impair the Town's rights under any instrument of security described in Section 15, *below*, and the parties obligated under such security instrument shall be deemed to have consented to the Town's extension of time whether the Town gives actual notice or not to the party liable on the instrument of security.

12. Improvement Sequence (Public and Private).

Public street improvements to be installed by the Developer shall not be installed until all master/main utility lines to be placed in or under the streets have been completely installed.

13. Repairs

The Developer shall repair and repave all streets and roads of the Town damaged by the Developer's installation of improvements and utilities external to the development, and shall repair and repave all Town owned property damaged by the installation of improvements or utilities within the development by the Developer or those acting under it or on its behalf. The road repairs shall be full width of the pavement and ten feet in either direction from the outermost edges of the damage (*i.e.*, if the damage is ten feet long the repaving would be thirty feet long by the width of the street).

14. Completion by Town

In addition to all other remedies, upon default hereunder by the Developer, at its option the Town may undertake all work necessary to install and complete the Public Improvements which the Developer must complete pursuant to Section 4 of this Agreement. If the Town does so, the Developer shall pay for all costs expended by the Town, including, but not limited to, costs for materials, labor of Town employees, and labor of non-Town employees utilized on the job, plus fifteen percent (15%) of such costs for overhead and administrative time and costs.

15. Security.

(a) Security and Warranty Security.

The Developer has prepared an engineered preliminary cost estimate for all Public Improvements to be installed by the Developer to be dedicated for the use of the public or in publicly conveyed land, rights-of-way and easements. A copy of this preliminary cost estimate in the amount of **\$251,048.64** is attached as *Exhibit B* and incorporated herein by this reference. To secure its obligations to install the Public Improvements described above, the Developer shall obtain and deliver to the Town the following security:

Prior to the Town's execution of this Agreement, recordation of this Agreement and the Approval Ordinance, or the Town's authorization of commencement of construction of any of the Public Improvements, Developer shall deliver an unconditional, irrevocable letter of credit ("Security") in the amount of **\$251,048.64** ("Security"). The form of the Security shall be subject to approval by the Town Attorney and shall be issued by a State or National chartered commercial bank (the "Bank") and shall, among other things, entitle the Town to draw on the Security by presentation to the Bank of a certificate that the Developer is in default in its obligations to install Public Improvements under this Agreement, that a sum certain is required to cure the default, and that the Bank shall forthwith deliver the sum certain to the Town. The Security shall remain effective for at least one year, or 30 days following the deadline for completion of the Public Improvements set forth above in Section 4.b, whichever is longer. And, subject to the release procedures set forth below, the Security shall provide for automatic extension for successive one-year periods unless, at least 90 days prior to the then applicable expiration date, the Town receives notification from the Bank (via certified U.S. Mail, return receipt requested) that the Bank does not elect to extend the expiration date.

The Developer shall pay all costs incurred in obtaining the Security. If the Developer fails to install improvements or otherwise perform as required above, the Town may pursue its remedies under the Security. Nothing herein shall limit any other remedies available to the Town.

Upon Developer's completion of 100% of the Public Improvements required by this Agreement (or that all required Public Improvements are complete other than landscaping), the Developer shall have its engineer provide the Town Engineer with certification that all Public Improvements have been completed as to approved designs, all required as-builts (in both survey and GIS format), and a request for formal acceptance. The Developer shall also provide the Town with all required documents, and a title insurance commitment, to facilitate the dedication of required public utility and trail easements to the Town. The Town Engineer shall timely provide the Developer's Engineer with a list of any items requiring correction or completion. Upon the Town Engineer's satisfaction that all required Public Improvements are completed as required (or that all required Public Improvements other than landscaping are completed as required), and confirmation of receipt of all required as-builts and easement documentation, the



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Town Engineer shall timely recommend to the Town's Board of Trustees that the completed Public Improvements and easement dedications be formally accepted. Then, the Town shall schedule an agenda item for a regular meeting of the Board of Trustees in order for the Board to review and approve formal acceptance of the Public Improvements. The warranty period shall commence upon the Board of Trustees' vote to approve formal acceptance. Within thirty (30) days after formal acceptance, the entire remaining amount of the Security shall be released, provided that an amount equal to ten percent (10%) of the original amount of the Security (as determined by the Town, in its discretion) shall remain in place, subject to the provisions of the of the following sentence, to benefit the Town. The warranty periods under Section 8 hereof shall continue to be guaranteed through retention of the Security as set forth above or the Developer may provide cash deposits or replacement security to secure the warranty, in amounts and forms acceptable to the Town.

16. Extension of Due Date

The construction completion date for installation of Public Improvements required in Section 4.b may be extended for a reasonable time by the Town, after a written request from the Developer and any third party that provided security to the Town to guaranty completion of the Public Improvements, and after a hearing before the Board of Trustees and approval of associated approval ordinances and/or amendments to the Annexation Agreement, if the Developer demonstrates delay occurred through no fault of the Developer and for reasons beyond the Developer's control. No certificate of occupancy shall be issued during any extension of time granted hereunder for the completion of those Public Improvements described in Section 4 above unless specifically approved by the Board of Trustees.

17. Non-Suit

The Town's approval of this development shall not make it liable for any loss or damage suffered by the Developer, or for any act, condition or omission occurring or arising out of or in connection with the Town's approval of this development. Neither the Developer nor anyone acting through it shall attempt to hold the Town liable for any loss or damages arising out of or in connection with the Town's approval of this development.

18. Benefit/Assignment

The provisions of this Agreement shall bind and inure to the benefit of the parties, their assigns as allowed by this Agreement, and their successors-in-interest of all kinds. The Developer's obligations under this Agreement shall not be wholly assigned except pursuant to a written assignment approved by the Town of Carbondale and provision of replacement security acceptable to the Town pursuant to Section 15, above.

19. Non-Waiver

Any indulgence by the Town to the Developer as to the performance of any portion of this Agreement and any waiver by the Town as to the Developer's performance or non-performance of any part of this Agreement shall not be deemed or considered to be an indulgence or waiver of any other part of this Agreement or any subsequent non-performance by the Developer.

20. Breach by Developer; Town's Remedies

In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town may take such action as the Town deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship, which action may include the following:

- a. The refusal to issue to the Developer any building permit or certificate of occupancy.
- b. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or his designee, stating that the terms and conditions of this Agreement have been materially breached by the Developer. Upon the recording of such an affidavit, the Property may not be sold, conveyed or further developed until the default has been cured; an affidavit signed by the Town Manager or his designee and approved by the Board of Trustees stating that the default has been cured shall remove this restriction.
- c. Drawing upon the Security (or warranty security) for the purpose of undertaking completion or remediation work on the Public Improvements, or restoring and securing undeveloped portions of the Property, after providing Developer with the ten-day notice specified below. The Security (or warranty security) may be applied by the Town toward all costs incurred in remedying the Developer's default, including inspections, testing, and legal and engineering services.
- d. The refusal to consider further development plans, building permits or certificates of occupancy within the development.
- e. Any other right or remedy available at law or in equity.

Should the Town prevail in any action to enforce this Agreement or any associated ordinances or approvals against the Developer, the Town shall be awarded its court costs, attorneys' fees and an amount to compensate the Town for the time of its employees or any experts in the preparation of and/or participation in such action.



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Unless necessary to protect the immediate health, safety, and welfare of the Town, and where reasonably practicable to do so, the Town Manager shall provide the Developer ten (10) days written notice of intent to take any action under this Section during which ten (10) day period, the Developer may cure the breach described in said notice and prevent further action by the Town.

21. Indemnification/Insurance

Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from this Agreement, the Approval Ordinance, or the development of Lot 1, including, without limitation, indemnification against any claims arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and any amendments thereof, any claims by the Surety or the Bank against the Town with regard to any claim or draw by the Town upon the Security. This indemnification shall include actual attorney's fees and costs incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this Section. Therefore, the parties hereto agree to reasonably cooperate to prevent duplicate expenses incurred as a result of the indemnification herein described. This indemnification shall include the assignment to the Town of the proceeds of any insurance policy insuring the Developer or its successors-in-interest. The Developer shall be obligated to reimburse the Town for all legal or other expenses reasonably incurred by the Town in connection with investigation or defense of any such loss or claim. The Developer shall also cause the Town to be named as an additional insured under the terms of the liability insurance policy maintained by the Developer. A certificate showing such insurance shall be provided to the Town prior to commencement of any work by the Developer, which insurance shall not be subject to cancellation or non-renewal without at least fifteen (15) days prior written notice to the Town.

22. Waiver of Defects

In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer as set forth herein or in the other documentation being executed contemporaneously, and concerning the procedure, substance, and form of the ordinances or resolutions approving the development and adopting this Agreement.

23. Final Agreement

To the extent that this Agreement is in conflict with any prior agreement between the parties, this Agreement supersedes and controls with respect to said areas of conflict. In all other respects, said prior agreements shall remain in full force and effect.

24. Modifications

This Agreement shall not be amended, except by subsequent written agreement of the parties.

25. Release of Liability

It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Carbondale Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

26. Invalid Provision

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

27. Governing Law

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

28. Notice

All notices required under this Agreement shall be in writing and shall be hand- delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective upon delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.



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Town: Planning Director
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

with copy to: Mark E. Hamilton, Esq.
Holland & Hart, LLP
600 E. Main St, Suite 104
Aspen, CO 81611

Developer: Pacifica Senior Living RE Fund, LLC
650 Lariat Lane
Glenwood Springs, CO 81601

29. Recording Fees

The Developer shall pay for the costs of recording this Agreement and any documents which may be recorded according to the terms of this Agreement.

30. Titles

The Section titles in this Agreement are for convenience only and are not to be used to construe or interpret this Agreement.

31. Estoppel/Completion.

The Town agrees that it will, at any time and from time to time, within thirty (30) days following receipt of a written request from Developer or an independent third party who is a proposed or existing lender, seller or purchaser of the Property, execute, acknowledge and deliver to the party making such request, a statement certifying: (i) that this Agreement has not been modified, supplemented or amended and is in full force and effect (or if there have been any such modifications, supplements or amendments, reference to the same will be made); and (ii) that to the best of the Town's knowledge and belief, the obligations of the Developer hereunder requiring performance prior to the time of the request, have been performed in compliance with this Agreement (or, if there has been default in such performance, reference to the same will be made). Such statement shall not constitute a waiver by the Town of any claims against the Developer and such statement shall in no event subject the Town to any affirmative liability whatsoever to the Developer or to any independent third party, notwithstanding the negligence or other inadvertent failure of the Town to investigate, disclose, or correct any deficiency in performance. Prior to or at the time the Town delivers any such statement, the party

making such request shall pay to the Town its reasonable costs and attorneys' fees incurred in preparing, executing and delivering such statement.

THE TOWN OF CARBONDALE

By:

Marty Silverstein
Dan Richardson, Mayor
Marty Silverstein, Mayor Pro Tem

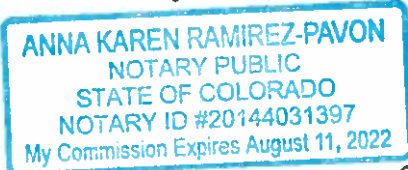
ATTEST:

Cathy Derby
Cathy Derby, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The above and foregoing document was acknowledged before me this 29th day of March, 2019, by Marty Silverstein as Mayor Pro Tem for the Town of Carbondale and by Cathy Derby as Town Clerk for the Town of Carbondale.

Witness my hand and official



Anna Karen Ramirez-Pavon
Notary Public

My commission expires: Aug 11 2022
My address is: 511 Colorado Ave Carbondale, CO 81623

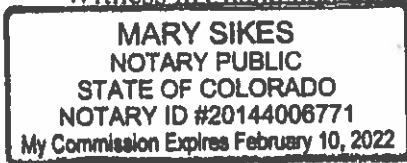
Pacifica Senior Living RE Fund, LLC
a Colorado limited liability company

By: Terry Clansin
Terry Clansin, Manager

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The above and foregoing document was acknowledged before me this 26th day of March, 2019, by Terry Claassen as Manager of Pacifica Senior Living RE Fund, LLC, a Colorado limited liability company.

Witness my hand and official



Mary Sikes
Notary Public

My commission expires: 2-10-2022

My address is: 511 Colorado Avenue Carbondale, Co 91623

EXHIBITS:

- A. Legal Description of Property.
- B. Engineer's Estimate of Cost of Public Improvements.
- C. Site Plan Summary.
- D. Map of Public Easements to be Dedicated.
- E. Landscape Plan.

EXHIBIT A

A tract of land situated in Lots 10 and 11 of Section 34, Township 7 South, Range 88 West of the 6th P.M., lying Northerly of the Denver and Rio Grande Western Railroad (Aspen Branch) right-of-way described as follows:

Beginning at a point on the Northerly right-of-way line of said railroad whence the survey monument of the intersection of 4th street and Main street in the Town Carbondale, Colorado, bears S. 30° 23'05" W. 699.58 feet; thence N. 16° 05'31" E. 201.11 feet to a point on a fence as constructed and in place; thence N. 87°44'35" E. 127.35 feet along said fence; thence S. 03° 54'30" E. 305.74 feet along a fence as constructed and in place to a point on Northerly right-of-way line of said railroad; thence N. 62° 21' W. 230.11 feet along the Northerly right-of-way of said railroad to the point of beginning, and containing 0.97 of an acre, more or less, said property being described in Deed recorded July 28, 1967, as Reception No. 238541 in Book 386 of Page 421 of the Garfield County records.

And;

A parcel of land situate in Lots 6, 7, 10 and 11 of Section 34, Township 7 South, Range 88 West of the Sixth Principal Meridian County of Garfield, state of Colorado, said parcel being more particularly described as follows:

Beginning at the Northwest Corner of the Patch subdivision as filed in the Records of the Clerk and Recorder of Garfield County as Reception No. 300707; thence S. 21°05'00" W. (S 21°05'00" W), along the Westerly boundary of said Patch Subdivision a distance of 199.66 feet to a point on the Northerly right-of-way line of the Denver and Rio Grande Railroad, thence N. 62°21'01" W. (N 62°21'01" W), along said right-of-way a distance of 93.97 feet to a point on the East line of a parcel of land described in Book 480 at Page 353 of said records of the Clerk and Recorder of Garfield County; thence N. 03°54'29" W. (N 03°54'29" W). along said East line a distance of 456.34 feet; thence departing said East line on a bearing of S. 56°40'28" E. (S. 58°40'28" E), a distance of 241.76 feet; thence S. 05°02'09" W. (S 05°02'09" W), a distance of 180.46 feet to the POINT OF BEGINNING. County of Garfield, state of Colorado

EXHIBIT B

Public Improvements Cost Estimate

Wellage Carbondale Senior Lodge

18-Dec-18

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
SANITARY SEWER					
Note: Entire sanitary sewer extension is considered a private service line					
1	Connect to Existing Sewer Main	EA		\$ -	\$ -
2	8" PVC SDR-35 Main	LF		\$ -	\$ -
3	Services (service line, wye, cleanout, etc.)	EA		\$ -	\$ -
4	Standard Manholes	EA		\$ -	\$ -
5	Adjust Manholes to Grade	EA		\$ -	\$ -
Subtotal Sanitary Sewer					\$ -
DOMESTIC WATER					
1	Connect to Existing Water Line	EA	2	\$ 3,000.00	\$ 6,000.00
2	8" C-151 DI Main w/fittings	LF	691	\$ 80.00	\$ 55,280.00
3	18" Steel Casing Pipe	LF	106	\$ 150.00	\$ 15,900.00
4	8" Gate Valves	EA	2	\$ 2,160.00	\$ 4,320.00
5	4" Gate Valves	EA		\$ 2,160.00	\$ -
6	Fire Hydrant Assembly	EA		\$ 4,800.00	\$ -
7	Services	EA	4	\$ 480.00	\$ 1,920.00
8	3/4" Copper Service Line	LF	283	\$ 12.00	\$ 3,396.00
9	Blow-Off	EA		\$ 480.00	\$ -
10	Temporary Blow-Off	EA		\$ 480.00	\$ -
11	Air Relief/ Air Vent	EA		\$ 3,000.00	\$ -
12	Fire Hydrant Assembly	EA	2	\$ 7,000.00	\$ 14,000.00
13	Adjust Valve Box to Grade	EA	2	\$ 120.00	\$ 240.00
Subtotal - Domestic Water					\$ 101,056.00
STREETS/EARTHWORK					
1	Clearing and Grubbing (Retain Top soil)	LS	1	\$ 5,000.00	\$ 5,000.00
2	Remove Tree	EA	1	\$ 500.00	\$ 500.00
3	Reset Sign	EA	1	\$ 250.00	\$ 250.00
4	Reset Bumper Blocks	EA	8	\$ 20.00	\$ 160.00
5	Reset Mailbox	EA	1	\$ 150.00	\$ 150.00
6	Reset Pedestal	EA	1	\$ 500.00	\$ 500.00
7	4" Sch 40 PVC Conduit (Misc)	LF	77	\$ 80.00	\$ 6,160.00
8	Dry Utility Trenching	LF	77	\$ 4.00	\$ 308.00
9	Exc Unadjusted (Complete in Place)	CY	276	\$ 5.00	\$ 1,380.00
10	Subgrade Prep.	SY	949	\$ 2.00	\$ 1,898.00
11	Milling	SY	54	\$ 4.00	\$ 216.00
12	2" HMA (Overlay)	SY	54	\$ 15.00	\$ 810.00
13	4" HMA	SY	478	\$ 25.00	\$ 11,950.00
14	5" HMA	SY	53	\$ 35.00	\$ 1,855.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
15	Class 6 ABC (Asphalt & Concrete)	CY	126	\$ 71.00	\$ 8,946.00
16	2' Vert. C & G	LF	412	\$ 25.00	\$ 10,300.00
17	6.5' Drive Over C,G, & SW	LF		\$ 26.00	\$ -
18	3.0' V-Pan	LF		\$ 10.80	\$ -
19	4" Concrete (Trail)	SY	91	\$ 50.00	\$ 4,550.00
20	5" Class D Concrete (Sidewalk)	SY	165	\$ 60.00	\$ 9,900.00
21	6" Concrete (Driveway Entrance)	SY	12	\$ 70.00	\$ 840.00
22	8" Class D Concrete (Replace Pavement)	SY	6	\$ 90.00	\$ 540.00
23	Detectable Warning Plate	SF	8	\$ 20.00	\$ 160.00
24	Street Lights	EA		\$ 250.00	\$ -
25	Street Signs (mount on stop)	EA		\$ 150.00	\$ -
26	Stop Sign	EA		\$ 355.00	\$ -
27	Dead End Sign	EA		\$ 245.00	\$ -
28	Speed Limit Sign	EA		\$ 245.00	\$ -
29	End of Road Marker Sign	EA		\$ 135.00	\$ -
30	Watering (Dust Control)	LS	1	\$ 3,500.00	\$ 3,500.00
STORM WATER MANAGEMENT					
1	Silt Fence (or earth berm)	LF	500	\$ 2.00	\$ 1,000.00
2	Straw Wattle	LF	500	\$ 2.50	\$ 1,250.00
3	Mud Trap	EA	1	\$ 2,100.00	\$ 2,100.00
4	Inlet Protection (Pre pave)	EA	2	\$ 330.00	\$ 660.00
5	Inlet Protection (Post pave)	EA	2	\$ 330.00	\$ 660.00
7	Storm Water Plan/Maintenance	LS	1	\$ 5,265.00	\$ 5,265.00
Subtotal Streets and Earthwork					\$ 80,808.00
IRRIGATION					\$ 5,000.00
LANDSCAPING					\$ 10,000.00
Subtotal Irrigation/Landscaping					\$ 15,000.00
Sub Total Construction Costs				\$	196,864.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
F. Miscellaneous Items					
1	Construction staking/surveying	%	3%	\$ 196,864.00	\$ 5,905.92
2	General construction supervision	%	0.5%	\$ 196,864.00	\$ 984.32
3	Quality control testing	%	1%	\$ 196,864.00	\$ 1,968.64
4	Construction traffic control	LS	1	\$ 2,500.00	\$ 2,500.00
5	City inspection fees	EA		\$ -	\$ -
6	Approx Utility Costs (Gas/Electric/Cable)	EA		\$ 3,000.00	\$ -
7	As-builts	%	0.5%	\$ 196,864.00	\$ 984.32

E	Subtotal Part F - Miscellaneous Items	\$	12,343.20
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% = Percentage of total site construction costs

G. COST SUMMARY			
1 Total Improvement Costs		\$	209,207.20
2 Contingency/Security	20%	\$	41,841.44
3 Total Guarantee Amount		\$	251,048.64

NOTES

1. All prices shall be for items complete in place and accepted.
2. All pipe prices shall include excavation, pipe, bedding, backfill, and compaction.
3. Water main shall include pipe, excavation, bedding, backfill, bends, valves, and appurtenances not itemized elsewhere.
4. Reconditioning shall be calculated to at least 6" outside of back of walk on both sides.

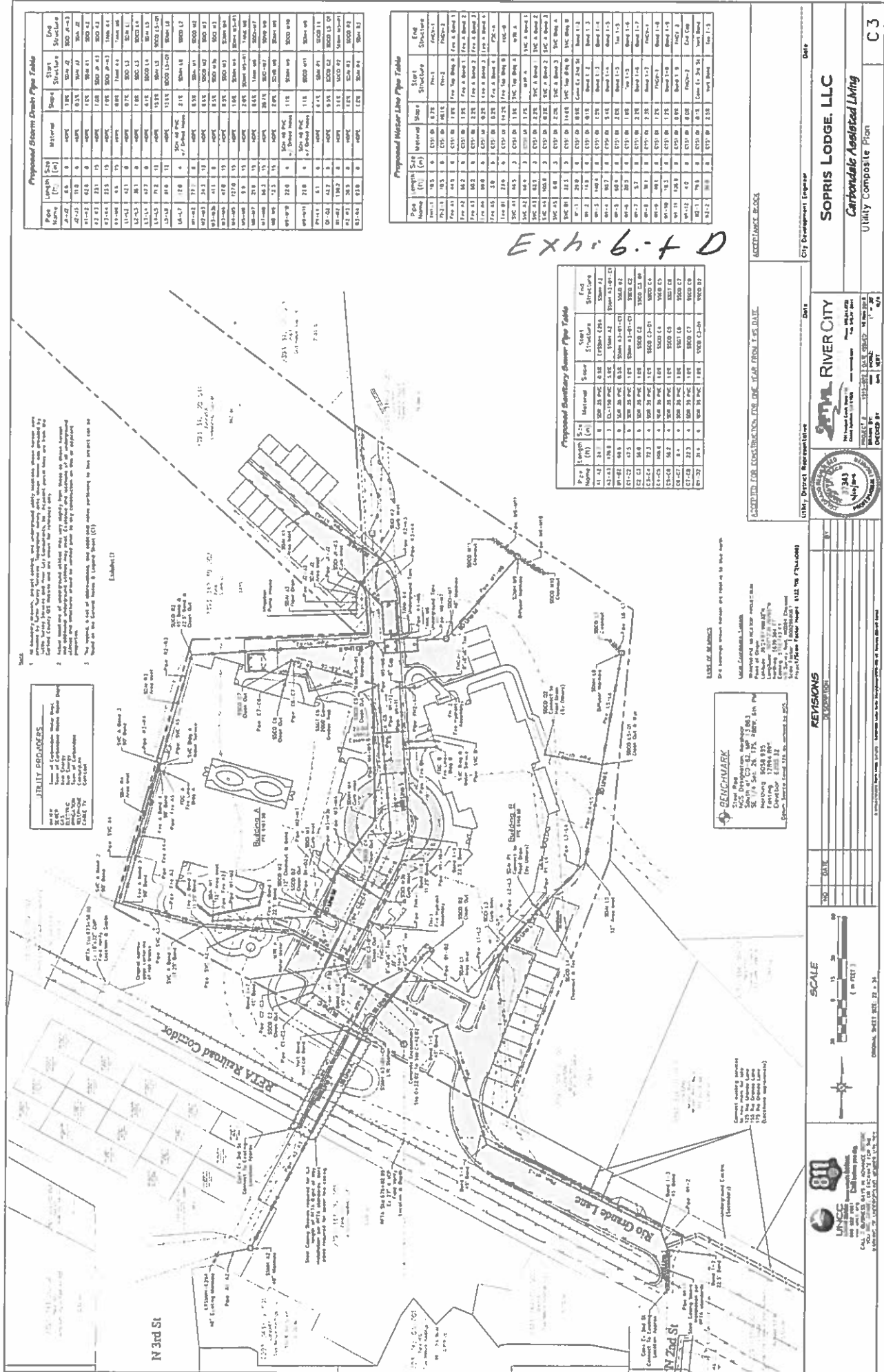


Signature of Developer _____ Date _____
(If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

I have reviewed the estimated costs and time schedule shown above and, based on the construction drawings submitted to date and the current cost of construction, I take no exception to the above.

City Development Engineer _____ Date _____

Community Development _____ Date _____



Proposed Storm Drainage Pipe Table

Pipe	Length	Size	Material	Structure	End
1-1	11.0	6	HDPE	Box A-1	Box A-2
1-2	11.0	6	HDPE	Box A-2	Box A-3
1-3	11.0	6	HDPE	Box A-3	Box A-4
1-4	11.0	6	HDPE	Box A-4	Box A-5
1-5	11.0	6	HDPE	Box A-5	Box A-6
1-6	11.0	6	HDPE	Box A-6	Box A-7
1-7	11.0	6	HDPE	Box A-7	Box A-8
1-8	11.0	6	HDPE	Box A-8	Box A-9
1-9	11.0	6	HDPE	Box A-9	Box A-10
1-10	11.0	6	HDPE	Box A-10	Box A-11
1-11	11.0	6	HDPE	Box A-11	Box A-12
1-12	11.0	6	HDPE	Box A-12	Box A-13
1-13	11.0	6	HDPE	Box A-13	Box A-14
1-14	11.0	6	HDPE	Box A-14	Box A-15
1-15	11.0	6	HDPE	Box A-15	Box A-16
1-16	11.0	6	HDPE	Box A-16	Box A-17
1-17	11.0	6	HDPE	Box A-17	Box A-18
1-18	11.0	6	HDPE	Box A-18	Box A-19
1-19	11.0	6	HDPE	Box A-19	Box A-20
1-20	11.0	6	HDPE	Box A-20	Box A-21
1-21	11.0	6	HDPE	Box A-21	Box A-22
1-22	11.0	6	HDPE	Box A-22	Box A-23
1-23	11.0	6	HDPE	Box A-23	Box A-24
1-24	11.0	6	HDPE	Box A-24	Box A-25
1-25	11.0	6	HDPE	Box A-25	Box A-26
1-26	11.0	6	HDPE	Box A-26	Box A-27
1-27	11.0	6	HDPE	Box A-27	Box A-28
1-28	11.0	6	HDPE	Box A-28	Box A-29
1-29	11.0	6	HDPE	Box A-29	Box A-30
1-30	11.0	6	HDPE	Box A-30	Box A-31
1-31	11.0	6	HDPE	Box A-31	Box A-32
1-32	11.0	6	HDPE	Box A-32	Box A-33
1-33	11.0	6	HDPE	Box A-33	Box A-34
1-34	11.0	6	HDPE	Box A-34	Box A-35
1-35	11.0	6	HDPE	Box A-35	Box A-36
1-36	11.0	6	HDPE	Box A-36	Box A-37
1-37	11.0	6	HDPE	Box A-37	Box A-38
1-38	11.0	6	HDPE	Box A-38	Box A-39
1-39	11.0	6	HDPE	Box A-39	Box A-40
1-40	11.0	6	HDPE	Box A-40	Box A-41
1-41	11.0	6	HDPE	Box A-41	Box A-42
1-42	11.0	6	HDPE	Box A-42	Box A-43
1-43	11.0	6	HDPE	Box A-43	Box A-44
1-44	11.0	6	HDPE	Box A-44	Box A-45
1-45	11.0	6	HDPE	Box A-45	Box A-46
1-46	11.0	6	HDPE	Box A-46	Box A-47
1-47	11.0	6	HDPE	Box A-47	Box A-48
1-48	11.0	6	HDPE	Box A-48	Box A-49
1-49	11.0	6	HDPE	Box A-49	Box A-50
1-50	11.0	6	HDPE	Box A-50	Box A-51
1-51	11.0	6	HDPE	Box A-51	Box A-52
1-52	11.0	6	HDPE	Box A-52	Box A-53
1-53	11.0	6	HDPE	Box A-53	Box A-54
1-54	11.0	6	HDPE	Box A-54	Box A-55
1-55	11.0	6	HDPE	Box A-55	Box A-56
1-56	11.0	6	HDPE	Box A-56	Box A-57
1-57	11.0	6	HDPE	Box A-57	Box A-58
1-58	11.0	6	HDPE	Box A-58	Box A-59
1-59	11.0	6	HDPE	Box A-59	Box A-60
1-60	11.0	6	HDPE	Box A-60	Box A-61
1-61	11.0	6	HDPE	Box A-61	Box A-62
1-62	11.0	6	HDPE	Box A-62	Box A-63
1-63	11.0	6	HDPE	Box A-63	Box A-64
1-64	11.0	6	HDPE	Box A-64	Box A-65
1-65	11.0	6	HDPE	Box A-65	Box A-66
1-66	11.0	6	HDPE	Box A-66	Box A-67
1-67	11.0	6	HDPE	Box A-67	Box A-68
1-68	11.0	6	HDPE	Box A-68	Box A-69
1-69	11.0	6	HDPE	Box A-69	Box A-70
1-70	11.0	6	HDPE	Box A-70	Box A-71
1-71	11.0	6	HDPE	Box A-71	Box A-72
1-72	11.0	6	HDPE	Box A-72	Box A-73
1-73	11.0	6	HDPE	Box A-73	Box A-74
1-74	11.0	6	HDPE	Box A-74	Box A-75
1-75	11.0	6	HDPE	Box A-75	Box A-76
1-76	11.0	6	HDPE	Box A-76	Box A-77
1-77	11.0	6	HDPE	Box A-77	Box A-78
1-78	11.0	6	HDPE	Box A-78	Box A-79
1-79	11.0	6	HDPE	Box A-79	Box A-80
1-80	11.0	6	HDPE	Box A-80	Box A-81
1-81	11.0	6	HDPE	Box A-81	Box A-82
1-82	11.0	6	HDPE	Box A-82	Box A-83
1-83	11.0	6	HDPE	Box A-83	Box A-84
1-84	11.0	6	HDPE	Box A-84	Box A-85
1-85	11.0	6	HDPE	Box A-85	Box A-86
1-86	11.0	6	HDPE	Box A-86	Box A-87
1-87	11.0	6	HDPE	Box A-87	Box A-88
1-88	11.0	6	HDPE	Box A-88	Box A-89
1-89	11.0	6	HDPE	Box A-89	Box A-90
1-90	11.0	6	HDPE	Box A-90	Box A-91
1-91	11.0	6	HDPE	Box A-91	Box A-92
1-92	11.0	6	HDPE	Box A-92	Box A-93
1-93	11.0	6	HDPE	Box A-93	Box A-94
1-94	11.0	6	HDPE	Box A-94	Box A-95
1-95	11.0	6	HDPE	Box A-95	Box A-96
1-96	11.0	6	HDPE	Box A-96	Box A-97
1-97	11.0	6	HDPE	Box A-97	Box A-98
1-98	11.0	6	HDPE	Box A-98	Box A-99
1-99	11.0	6	HDPE	Box A-99	Box A-100

Proposed Water Line Pipe Table

Pipe	Length	Size	Material	Structure	End
1-1	11.0	6	HDPE	Box A-1	Box A-2
1-2	11.0	6	HDPE	Box A-2	Box A-3
1-3	11.0	6	HDPE	Box A-3	Box A-4
1-4	11.0	6	HDPE	Box A-4	Box A-5
1-5	11.0	6	HDPE	Box A-5	Box A-6
1-6	11.0	6	HDPE	Box A-6	Box A-7
1-7	11.0	6	HDPE	Box A-7	Box A-8
1-8	11.0	6	HDPE	Box A-8	Box A-9
1-9	11.0	6	HDPE	Box A-9	Box A-10
1-10	11.0	6	HDPE	Box A-10	Box A-11
1-11	11.0	6	HDPE	Box A-11	Box A-12
1-12	11.0	6	HDPE	Box A-12	Box A-13
1-13	11.0	6	HDPE	Box A-13	Box A-14
1-14	11.0	6	HDPE	Box A-14	Box A-15
1-15	11.0	6	HDPE	Box A-15	Box A-16
1-16	11.0	6	HDPE	Box A-16	Box A-17
1-17	11.0	6	HDPE	Box A-17	Box A-18
1-18	11.0	6	HDPE	Box A-18	Box A-19
1-19	11.0	6	HDPE	Box A-19	Box A-20
1-20	11.0	6	HDPE	Box A-20	Box A-21
1-21	11.0	6	HDPE	Box A-21	Box A-22
1-22	11.0	6	HDPE	Box A-22	Box A-23
1-23	11.0	6	HDPE	Box A-23	Box A-24
1-24	11.0	6	HDPE	Box A-24	Box A-25
1-25	11.0	6	HDPE	Box A-25	Box A-26
1-26	11.0	6	HDPE	Box A-26	Box A-27
1-27	11.0	6	HDPE	Box A-27	Box A-28
1-28	11.0	6	HDPE	Box A-28	Box A-29
1-29	11.0	6	HDPE	Box A-29	Box A-30
1-30	11.0	6	HDPE	Box A-30	Box A-31
1-31	11.0	6	HDPE	Box A-31	Box A-32
1-32	11.0	6	HDPE	Box A-32	Box A-33
1-33	11.0	6	HDPE	Box A-33	Box A-34
1-34	11.0	6	HDPE	Box A-34	Box A-35
1-35	11.0	6	HDPE	Box A-35	Box A-36
1-36	11.0	6	HDPE	Box A-36	Box A-37
1-37	11.0	6	HDPE	Box A-37	Box A-38
1-38	11.0	6	HDPE	Box A-38	Box A-39
1-39	11.0	6	HDPE	Box A-39	Box A-40
1-40	11.0	6	HDPE	Box A-40	Box A-41
1-41	11.0	6	HDPE	Box A-41	Box A-42
1-42	11.0	6	HDPE	Box A-42	Box A-43
1-43	11.0	6	HDPE	Box A-43	Box A-44
1-44	11.0	6	HDPE	Box A-44	Box A-45
1-45	11.0	6	HDPE	Box A-45	Box A-46
1-46	11.0	6	HDPE	Box A-46	Box A-47
1-47	11.0	6	HDPE	Box A-47	Box A-48
1-48	11.0	6	HDPE	Box A-48	Box A-49
1-49	11.0	6	HDPE	Box A-49	Box A-50
1-50	11.0	6	HDPE	Box A-50	Box A-51
1-51	11.0	6	HDPE	Box A-51	Box A-52
1-52	11.0	6	HDPE	Box A-52	Box A-53
1-53	11.0	6	HDPE	Box A-53	Box A-54
1-54	11.0	6	HDPE	Box A-54	Box A-55
1-55	11.0	6	HDPE	Box A-55	Box A-56
1-56	11.0	6	HDPE	Box A-56	Box A-57
1-57	11.0	6	HDPE	Box A-57	Box A-58
1-58	11.0	6	HDPE	Box A-58	Box A-59
1-59	11.0	6	HDPE	Box A-59	Box A-60
1-60	11.0	6	HDPE	Box A-60	Box A-61
1-61	11.0	6	HDPE	Box A-61	Box A-62
1-62	11.0	6	HDPE	Box A-62	Box A-63
1-63	11.0	6	HDPE	Box A-63	Box A-64
1-64	11.0	6	HDPE	Box A-64	Box A-65
1-65	11.0	6	HDPE	Box A-65	Box A-66
1-66	11.0	6	HDPE	Box A-66	Box A-67
1-67	11.0	6	HDPE	Box A-67	Box A-68
1-68	11.0	6	HDPE	Box A-68	Box A-69
1-69	11.0	6	HDPE	Box A-69	Box A-70
1-70	11.0	6	HDPE	Box A-70	Box A-71
1-71	11.0	6	HDPE	Box A-71	Box A-72
1-72	11.0	6	HDPE	Box A-72	Box A-73
1-73	11.0	6	HDPE	Box A-73	Box A-74
1-74	11.0	6	HDPE	Box A-74	Box A-75
1-75	11.0	6	HDPE	Box A-75	Box A-76
1-76	11.0	6	HDPE	Box A-76	Box A-77
1-77	11.0	6	HDPE	Box A-77	Box A-78
1-78	11.0	6	HDPE	Box A-78	Box A-79
1-79	11.0	6	HDPE	Box A-79	Box A-80
1-80	11.0	6	HDPE	Box A-80	Box A-81
1-81	11.0	6	HDPE	Box A-81	Box A-82
1-82	11.0	6	HDPE	Box A-82	Box A-83
1-83	11.0	6	HDPE	Box A-83	Box A-84
1-84	11.0	6	HDPE	Box A-84	Box A-85
1-85	11.0	6	HDPE	Box A-85	Box A-86
1-86	11.0	6	HDPE	Box A-86	Box A-87

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34 of 34 Rec Fee:\$178.00 Doc Fee:0.00 GARFIELD COUNTY CO

