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**ORDINANCE NO. 14
SERIES OF 2020**

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING AN APPLICATION OF EASTWOOD 133, LLC TO INITIALLY
ZONE PROPERTY AS PART OF THE COMMERCIAL/RETAIL/WHOLESALE
(CRW) ZONE DISTRICT, FOR MAJOR SITE PLAN REVIEW APPROVAL TO
DEVELOP A 590-UNIT SELF-STORAGE FACILITY (INCLUDING
INTEGRATED OFFICE), FOR A CONDITIONAL USE PERMIT TO ALLOW
AN INTEGRATED RESIDENCE, AND FOR CONFIRMATION OF
STATUTORY VESTED RIGHTS**

WHEREAS, Eastwood 133, LLC a Colorado limited liability company (“Applicant”) has submitted a combined land use application for 2.602 acres of land legally described on attached *Exhibit A* (the “Property”), in order to: (1) initially zone (after annexation) the Property as part of the Commercial/Retail/Wholesale (CRW) zone district; (2) obtain Major Site Review plan approval to develop a 590-unit self-storage facility with an integrated office; and (3) obtain approval of a conditional use permit to allow a residence to be located within the self-storage facility;

WHEREAS, after all required notices, the Town’s Planning and Zoning Commission (P&Z) conducted a public hearing on August 13, 2020, which hearing continued on August 27, 2020 and September 10, 2020, 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, with conditions; and

WHEREAS, after all required notices, the Town’s Board of Trustees conducted a public hearing on October 13, 2020, which hearing continued on November 10, 2020, at which times 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 hearings, all as required by law; and

WHEREAS, the Board of Trustees also finds that it is appropriate to approve the initial zoning of the Property to CRW as recommended by the Planning and Zoning Commission pursuant to Chapter 17 of the Carbondale Municipal Code (the UDC), as this proposed zoning 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 zoning criteria set forth in UDC sub-sections 2.4.2.C.3.b.i through –vi, inclusive, as follows:

- i. The proposed zoning will promote the public health, safety, and general welfare;

ii. The proposed zoning is consistent with the 2013 Comprehensive Plan, as amended, as the Property is designated as “Auto Urban” and the CRW zone district would be the most appropriate zoning for that designation;

iii. The proposed zoning is consistent with the stated purposes of the CRW zone district; specifically, the rezoning will provide a larger service use that does not require clustering with other retail uses, is located adjacent to State Highway 133, will provide an attractive commercial development, and will mitigate the impact of the use from residential areas;;

iv. The proposed zoning 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 zoning 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 Major Site Plan Review 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 provide a larger service use that does not require clustering with other retail uses, is located adjacent to State Highway 133, will provide an attractive commercial development, and mitigate the impact of the use from residential areas;

ii. The site plan is consistent with the purposes of the CRW 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



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WHEREAS, the Board of Trustees also finds and determines that the application for a conditional use permit to allow an integrated residence within the project meetings the following approval criteria in Municipal Code Chapter 17, Article 2, Sub-Section 2.5.1.C.3.a, including:

- i. The site, building(s), and use meet all criteria specified for the use and all applicable regulations and development standards as specified in Chapter 17 of the Municipal Code and for the CRW zone district;
- ii. The proposed use is consistent with the 2013 Comprehensive Plan as it will provide a larger service use that does not require clustering with other retail uses, is adjacent to State Highway 133, provides an attractive commercial development, and mitigates the impact of the use from residential areas;
- iii. The site is in conformance with the development standards of the zone district in which it will be located;
- iv. The proposed use is planned in a manner that will minimize adverse impacts on the traffic in the neighborhood or surrounding uses; and
- v. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics; and

WHEREAS, the Board of Trustees finds and determines that the Major Site Plan for this project constitutes a site specific development plan that is entitled to receive conformation of statutory vested rights pursuant to Chapter 17.02, Section 2.7.3 of the Municipal Code; and

WHEREAS, the Board of Trustees also finds and determines that certain conditions of approval should be imposed, as set forth herein and in a related Annexation Ordinance (Ordinance No. 13, Series of 2020), an Annexation Agreement, and a Development Improvements Agreement to be approved by the Town and/or 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 and private improvements (including water and sewer service system components, street improvements, trails, a Public Art Area, and stormwater improvements), and dedicate certain associated easements to the Town for purposes of future operation, maintenance, repair and replacement of certain of these public improvements.

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

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1. **Zoning.** The Property shall be and is hereby zoned as part of the Commercial/Retail/Wholesale (C/R/W) zone district within the Town of Carbondale. Upon this Ordinance becoming effective, 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 zoning approval shall be deemed to have lapsed pursuant to Chapter 17.02, Section 2.3.9 of the Municipal Code (Lapse of Approval). The Applicant shall submit a digital map to the Town that shows the boundaries of the Property being zoned in order to facilitate the Town's update to its Zoning District Map.

2. **Major Site Plan Review.** The Board of Trustees hereby grants Major Site Plan Review approval to allow development of a 590-unit (indoor) self-storage facility, together with an integrated office and residence. The project shall include three buildings, Buildings 1, 2 and 3, which shall have the maximum sizes and the configurations set forth on the approved site plan that is attached to this Ordinance as *Exhibit B*. Site plan approval is conditioned upon all terms and conditions of this Ordinance and the associated Annexation Ordinance, Annexation Agreement, and 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.

3. **Conditional Use Permit.** A conditional use permit to allow construction and use of one integrated residential unit within the project is hereby approved. The conditional use permit approval shall remain in effect for so long as the self-storage facility on the Property remains in operation, and shall otherwise be subject to the terms of Chapter 17.02, Sub-Sections 2.5.1.C.4.b and -c of the Municipal Code, as such may be amended from time to time, concerning termination and/or revocation.

4. **Statutory Vested Rights.** The Town hereby finds and determines that the Site Plan attached as *Exhibit B* and the project described herein constitutes a site specific development plan that is entitled to three (3) years statutory vested rights, as more fully set forth in the Annexation Agreement and Chapter 17.02 Section 2.7.3 of the Municipal Code. This confirmation of vested rights is subject to all exceptions and limitations outlined in the Annexation Agreement and to the provisions of Chapter 17.02, Sub-Section 2.7.3.C.4 of the Carbondale Municipal Code concerning the lapse of vested rights, including that vested rights may be forfeited due to any violation by Applicant of the requirements of the Annexation Agreement or Development Improvements Agreement. As set forth in the Annexation Agreement, the Applicant shall be obligated to fulfill all publication requirements concerning the establishment of vested rights.

5. **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.

6. **Dedication of Public 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 and private improvements required by the Development Improvements Agreement, including the required 10-foot wide asphalt bicycle/pedestrian trails and Public Art Area, 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. The locations and sizes of these easements shall be subject to review and approval of Town Staff, provided that the trail easements shall generally be in same dimensions as the as-built concrete surfaced trail, and the Public Art Area easement shall generally extend within the area between the as-built trail along State Highway 133 and the east walls of Buildings 2 and 3. This easement shall include access to all locations where the Applicant will build required mural walls, concrete pads for sculptures and artwork lighting in connection with the completion of Buildings 2 and 3. 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.

7. **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 \$26,518 fee in lieu of water rights dedication shall be paid by Applicant no later than 90 days following the effective date of this Ordinance, and prior to recordation of the Development Improvements Agreement or issuance of any building permits.
- b. A fee in lieu of highway improvements in the amount of \$6,300 shall be paid by the Applicant to the Town no later than 90 days following the effective date of this Ordinance, and prior to



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recordation of the Development Improvements Agreement or issuance of any building permits.

- c. The Applicant shall reimburse the Town for any outstanding reimbursable legal or engineering expenses incurred through the date of recordation.

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

- a. All development shall comply with the revised Land Use Application submitted to the Town on September 30, 2020.
- b. The Town's approval of Major Site Plan Review is expressly contingent upon:
 - i. Town approval of the Annexation Ordinance and Annexation Agreement and the Annexation Ordinance becoming effective in accordance with the Town's home rule charter;
 - ii. The Town entering into the Development Improvements Agreement which further addresses, requires and secures the construction of public improvements associated with this project;
 - iii. Town approval of the engineering plans. The final engineering plans shall address the conflict between the existing irrigation line along Highway 133 and the proposed trail/hardscape. Any relocation of the irrigation line in this area, including heads, shall be responsibility of the Applicant.
 - iv. CDOT approval of a Highway Access Permit for the project.
- c. Upon commencement of operation of the self-storage facility, the Applicant shall be required to commence payment of rental fee assessments to the Town in accordance with the terms of the Annexation Agreement.
- d. The Applicant shall be responsible for funding the initial mural art installations and concrete pad foundations for sculpture prior



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within the Public Art Area prior to issuance of any certificates of occupancy for the project.

- e. The Applicant shall be responsible for construction, maintenance, repair and replacement of all improvements to be located on private property, including the public trail section along the north boundary of the Property from State Highway 133 to the mobile home park located to the west of the project, with the exception of the portion of the main Highway 133 bicycle/pedestrian trail which is located on the southwest corner of the Property, maintenance of which shall remain the responsibility of the Town.
- f. The Applicant shall be responsible for the construction and cost of all required public and private infrastructure improvements. The public improvements shall be completed on or before November 10, 2022 and all remaining require private improvements (including the Art Area improvements) shall be completed on or before November 10, 2023, unless otherwise authorized by the Board of Trustees in connection with amendments to the Annexation Agreement and/or the Development Improvements Agreement, as applicable..
- g. The Applicant shall enter into an agreement with the Carbondale & Rural Fire Protection District to pay impact fees prior to recordation of the Development Improvements Agreement.
- h. All project lighting shall be in compliance with Chapter 17.05, Section 5.10 of the Municipal Code (Exterior Lighting). The final lighting plan shall be subject to review and approval of Town Staff prior to issuance of any building permits.
- i. No more than 0.558 acres of landscape areas may be irrigated upon the Property.
- j. The Town shall be responsible for maintenance of the public bicycle/pedestrian trail parallel to State Highway 133. 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.
- k. The self-storage facility approved by the Town herein shall only authorize storage within the interiors of the three buildings shown

on the Site Plan attached hereto as **Exhibit B**. No exterior storage shall be permitted on the Property.

9. **Other representations.** Except to the extent inconsistent with this Ordinance, the related Annexation Ordinance, Annexation Agreement, or Development Improvements Agreement, all representations of the Applicant in the revised Land Use Application, any related written submittals to the Town, or during public hearings concerning this project, shall also be binding as conditions of approval.

10. **Effective Date.** This Ordinance shall not be effective until 30 days' after posting and publication of this Ordinance in accordance with the Town's Home Rule Charter and the final effectiveness of the related Annexation Ordinance.

INTRODUCED, READ AND PASSED this 10th day of November, 2020.

THE TOWN OF CARBONDALE

By:



Dan Richardson, Mayor

ATTEST:



Cathy Derby, Town Clerk



EXHIBITS:

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



EXHIBIT "A"
Attached to and forming a part of
WARRANTY DEED

between

GRANTOR: 133 LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP

GRANTEE: EASTWOOD 133, LLC, A COLORADO LIMITED LIABILITY COMPANY

LEGAL DESCRIPTION

A parcel of land situated in Lot 16 of Section 28 and Lot 2 of Section 33, all in Township 7 South, Range 88 West of the Sixth Principal Meridian, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Colorado State Highway No. 133, whence the East Quarter corner of said Section 28 bears North 24° 37' 53" East, 2379.58 feet; thence South 01° 16' 00" East, 611.10 feet along said Westerly right-of-way line; thence South 81° 31' 30" West, 156.10 feet to a point on the Northeasterly right-of-way line of the Denver and Rio Grande Western Railroad; thence North 33° 07' 25" West, 123.47 feet along said Northeasterly right-of-way line; thence North 01° 16' 00" West, 525.80 feet; thence North 88° 44' 00" East, 220.00 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed by Mary Anne Hyde to Public Service Company of Colorado in Deed recorded June 8, 1982 in Book 600 at Page 844.

County of Garfield, State of Colorado.

also known by street and number as: TBD Highway 133, Carbondale, CO 81623

RIO GRANDE TRAIL



Lalou + Silletti
ARCHITECTURE AND PLANNING
4600 West Main Street Suite 205, Aspen, CO
81702-9643, D701 info@lalouandsilletti.com

NOTES, DUTY OF CONSTRUCTION
 1. The contract documents, including the specifications, shall be read in conjunction with the notes to the specifications. The notes shall be read in conjunction with the specifications and shall be construed to supplement the specifications. The notes shall be read in conjunction with the specifications and shall be construed to supplement the specifications. The notes shall be read in conjunction with the specifications and shall be construed to supplement the specifications.

EASTWOOD 133 SELF STORAGE LAND USE REVIEW

NOT FOR CONSTRUCTION

TBD Highway 133,
Corbondale, CO 81623

SITE PLAN

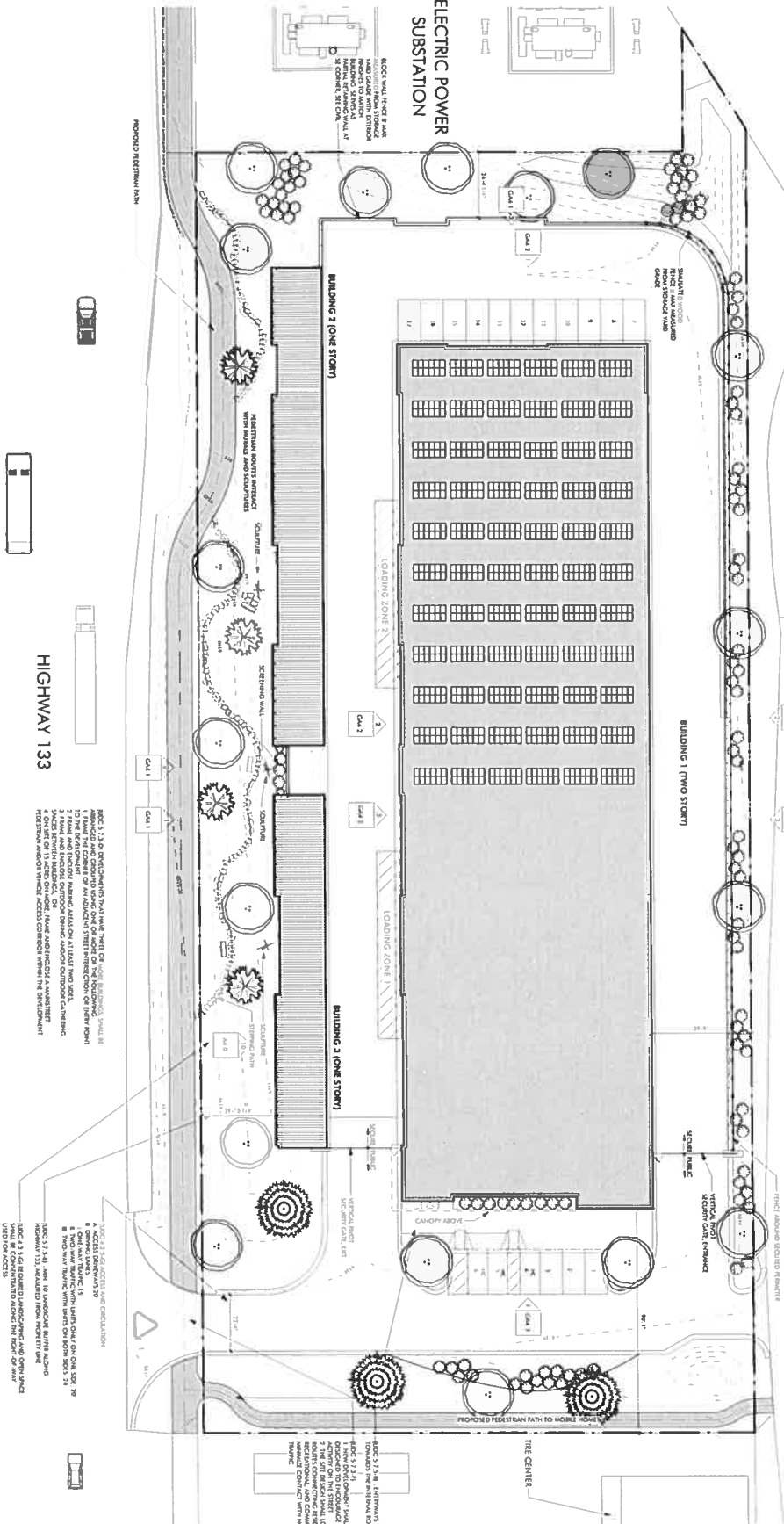
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Exhibit: G
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DEVELOPMENT IMPROVEMENTS AGREEMENT EASTWOOD SELF-STORAGE FACILITY TOWN OF CARBONDALE, COLORADO

THIS AGREEMENT is made and entered into between the Town of Carbondale, Colorado ("Town"), and Eastwood 133, LLC, a Colorado limited liability company (referred to herein as "Developer"), to become effective November 24, 2020, regardless of the date when the parties actually sign it.

1. 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. Developer is the owner in fee simple of the property described on Exhibit A (the "Property").
- b. Developer has submitted to the Town an application for approval of annexation, initial zoning, Major Site Plan Review, and a conditional use permit, all to facilitate the development of up to 590 indoor self-storage rental units, one integrated on-site office, and one integrated on-site residential unit, all to be contained in three buildings upon the Property (all of these related requests are collectively referred to herein as the "Application" and the project for which approval is sought is referred to herein as the "Development").
- c. This Agreement constitutes the Development Improvements Agreement between the Town and the Developer regarding the development of the Property.
- d. The obtaining of final approval of the Application will inure to the Developer's benefit.
- 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 Agreement, joins in the imposition of them, and agrees to perform each and every one of them.
- f. On November 10, 2020, 2020, the Board of Trustees of the Town of Carbondale, after holding all necessary public hearings, approved Ordinance No. 14, Series of 2020 (the "Approval Ordinance"), which document is being recorded in the Office of the Garfield County Clerk and Recorder contemporaneously with this Agreement.. 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.

g. In connection with the annexation of the Property into the Town, the Town is contemporaneously approving Resolution No 12, Series of 2020 (the "Annexation Resolution"), Ordinance No. 13, Series of 2020 (the "Annexation Ordinance"), and an Annexation Agreement Relating to the Eastwood Self-Storage Facility (the "Annexation Agreement"). This Agreement is subject to each of these three other documents, including the three-year statutory vested rights period for a site specific development plan specified in the Annexation Agreement.

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 the Property that includes the development of up to 590 self-storage units, one integrated office, and one integrated residence, all within three buildings to comprise approximately 73,234 square feet of floor area, together with associated parking facilities, sidewalks, trails and a Public Art Area (the "Site Plan"). 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 the UDC. All development shall also be consistent with the Annexation Agreement, and in the event of any inconsistency between the Annexation Agreement and the UDC, the more restrictive standard shall govern. A copy of the Site Plan is attached hereto as *Exhibit A* and the Site Plan will be recorded by the Developer.

c. That the public improvements required to be completed by the Developer in connection with the Town's approval of the Major Site Plan ("Public Improvements") and other obligations of the Developer shall be secured pursuant to this Agreement prior to the commencement of construction of any improvements or the issuance of any building permits for this project. The required improvements are described herein and are displayed on *Exhibit C* attached hereto and incorporated herein by this reference. The estimated cost of the required improvements is set forth on *Exhibit D* attached hereto and incorporated herein by this reference.

d. 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 Town hereby accepts and approves the Major Site Plan Review for the Property, which provides for future development of up to three (3) buildings to include up to 590 self-storage rental units, together with an integrated office and an integrated residence. The maximum square footage



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of the three buildings shall be as follows:

Building 1: 68,683 square feet (total for 2-story building)
Building 2: 3,774 square feet
Building 3: 2,777 square feet

TOTAL: 73,234 square feet

The layout of the proposed three buildings, together with parking, trails, and a Public Art Area along the front of the Property, are generally depicted on the Site Plan and the general locations of the various public utility, public ingress, egress, and emergency access, public sidewalks and trail easements to be dedicated to the Town are set forth on **Exhibit E** attached hereto and incorporated herein by this reference. All of the public easements shown on **Exhibit E** shall be conveyed to the Town by general warranty deed, with owner's title insurance coverage provided to the Town, prior to the final release of any security for the public improvements and prior to issuance of additional building permits for the project, 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 or sewer service lines, nor for any trails that lack hard surfaces, and the Developer shall remain perpetually responsible for maintenance, repair and periodic replacement of the public trail that extends from the State Highway 133 right-of-way along the northern boundary of the Property to provide bicycle and pedestrian access to residential property west 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 Improvements and certain other private improvements and utility connections for the Project:

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 the Public Improvements, as provided herein and in the Annexation Agreement ("Engineered Plans and Specifications"). In addition to the requirements expressly set forth in this Agreement and the Annexation Agreement, the Engineered Plans and Specifications include the documents listed below that are incorporated herein by reference:

C1.0 Site Improvements Plan	09/28/2020
C1.1 Highway 133 Path Exhibit	09/28/2020
C1.2 Irrigation Plan	09/28/2020
C2.0 Grading Plan	09/28/2020
C2.1 Highway 133 Path	09/28/2020



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**C2.2 North Path
Landscape Plan**

**09/28/2020
09/15/2020**

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 project.

b. The estimated cost of completion of the required Public Improvements is \$324,108.40 according to the cost estimates prepared and certified by a Colorado-registered professional engineer set forth on ***Exhibit C*** attached hereto and incorporated herein by this reference. 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 the Public Improvements and shall install and construct the same on or before **November 10, 2022**. The other private improvements (including the Public Art Area improvements defined below) that are required to be completed by the Developer may be completed on or before **November 10, 2023** in connection with the application for certificates of occupancy of the private Buildings that Developer intends to construct on the Property.

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

(i) Streets and Parking Areas. All public streets and parking areas shall be constructed by the Developer in accordance with the Engineered Plans and Specifications and the Town's Public Works Manual. The concrete portions of all entrances into the Property, including but not limited to curb and gutter, entrance fillets, entrance valley pans, handicapped ramps, and warning pads, shall be constructed as part of the Public Improvements.

(ii) Public Sidewalks, Trails and Public Art Area. The Developer shall construct all public sidewalks, trails and Public Art Area improvements shown on ***Exhibit F*** attached hereto (provided that, per the terms of the Annexation Agreement, the Public Art Area improvements, which shall remain privately owned but located within a public access easement for the Public Art Area, shall not be required to be completed until **November 10, 2023**, in connection with the applications(s) for certificates of occupancy of Buildings 1, 2 and 3 on the Property). The trails to be constructed include pedestrian/bicycle trails along the north boundary of the Property and along State Highway 133. All trails shall be paved with asphalt with a paved trail surface at least ten (10) feet in width. The Developer's responsibility to construct a pedestrian/bicycle trail along Highway 133 shall include the trail section along the front of the Property and also a trail extension along Highway 133 to the south so that the trail will connect to the RFTA Park-and-Ride and to the existing pedestrian crossing at Cowen Drive, all as shown on ***Exhibit F***. All trail connections shall be ADA compliant. The trail design and lighting shall match the existing trail improvements along the Highway 133 corridor.



(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. All water service lines shall be owned and maintained from the curb stop near the property line to the building by the owner(s) of the property or properties receiving service from such line. The Developer shall include on the as-builts required in Subsection 4(b)(xiii) below, the location and elevation of all individual water service lines installed in conjunction with the Public Improvements.

(iv) Sanitary Sewage Collection System. The Sanitary Sewage Collection System (including, by way of example, all sewer mains and laterals), shall be installed in accordance with the Engineered Plans and Specifications. The Developer shall include on the as-builts required in Subsection 4(b)(xiii) below the location and elevation of all individual sanitary sewer services lines installed in conjunction with the Public Improvements. All sewer service lines, except as provided in this Subsection 4(c)(iv), shall be private owned and maintained by the Property owner.

(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, Comcast and Cedar Networks, as approved by the Town. Conduits shall be installed for all shallow utility providers and lines will be pulled through the conduits by the utility providers

(viii) 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.

(ix) 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.

(x) Soils Testing. A Geotechnical Engineering Investigation prepared by CTL Thompson dated April 10, 2020 has been submitted to the Town. The Developer shall comply with all recommendations in this report. 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.



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Development Improvements Agreement

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(xi) 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.

(xii) 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.

(xiii) As-Builts (survey and GIS). Upon completion of the project, the Developer will have a Colorado-registered Professional Surveyor or Engineer 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 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 have a Colorado-registered professional engineer perform these services.

(xiv) 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.

(xv) 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.

(xvi) 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.

(xvii) 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 G*** and incorporated herein by this reference. The Developer shall provide a warranty on all public street trees to extend for a period two years after initial planting or replacement of each tree. Landscaping improvements shall include extension of the Town's irrigation system to irrigate landscaped portions of the State Highway 133 right-of-way and the public trail and Art Walk along the front side of the Property adjacent to the State Highway 133 corridor.

(xviii) Fire protection. A “Knox” box shall be installed in each building 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 (including reclamation obligations) 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 C*, 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)(xiii) 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. The Developer shall at all times remedy any public nuisance, unsightliness, or public safety issues that may be presented by any 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 or the view of 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 project as set forth in Section 2.5.3.G.2 of the UDC (Chapter 17, Section 17.02 of the Carbondale Municipal Code).

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



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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 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 later. 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 those Public Improvements 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. Upon request of the Town, after any Public Improvements are completed and approved by 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. The Developer shall also dedicate and convey public easements to the Town according to the procedures and requirements set forth in the Approval Ordinance (including the provision of title insurance coverage at the Developer's expense). The Public Improvements shall not be deemed accepted and 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 except to the extent that the Developer has constructed all Public Improvements required to serve that structure or improvement. 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.

Any requirements for the sequencing of public or private improvements are set forth above in Section 4 and on attached *Exhibit B*.

13. Repairs

The Developer shall repair and repave all public streets and roads damaged by the Developer's installation of improvements and utilities external to the Development, and shall repair and/or repave all 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, after the Town provides the Developer with written notice and an opportunity to cure in accordance with Section 20 below, the Town at its option may undertake all work necessary to install and complete all 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 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 **\$324,108.40** is attached as *Exhibit C* 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 in the amount of **\$324,108.40** ("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



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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.

As construction progresses, the Developer will be allowed to apply for partial releases of the Security. If a partial release is desired, the Developer shall cause its engineer to provide the Town with a written application stating what Public Improvements have been completed and the amount of the Security for which partial release is sought. The Developer's engineer shall certify that the Public Improvements for which the partial release of the security is sought have been installed and completed according to the terms hereof, Engineered Plans and Specifications and all Carbondale Municipal Code and Public Works Manual requirements. Once reviewed and approved by the Public Works/Utility Departments, the Town Engineer, and any independent inspector hired by the Town, and after the Developer has reimbursed the Town for any legal or engineering fees incurred by the Town during project review, the request will be submitted to the Board of Trustees for final review and approval at a regular meeting. If authorized by the Board of Trustees to do so, Town staff may review and approve requests for partial releases of the Security. The documentation associated with any such partial releases shall be in a form approved by the Town. Notwithstanding the foregoing, the Developer shall in no event be entitled to the release of more than ninety percent (90%) of the cost of Public Improvements prior to the completion and acceptance of all Public Improvements required hereunder. The Town's partial release of the Security shall not constitute formal acceptance by the Town for purposes of commencing the warranties required by Section 8. Such warranties will only commence upon the Town Engineer's certification that all required Public Improvements are 100% complete, and the Board of Trustees' review and approval of the release of all security, excepting the warranty security required by the following paragraph and any additional security required by the Town to continue to guaranty completion of any required landscaping that is not complete at the time of acceptance of the other Public Improvements.

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 title insurance commitments, to facilitate the dedication of required public utility, access 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



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*Development Improvements Agreement
Eastwood Self-Storage
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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 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 shall remain in place (plus any additional amount retained by the Town to guaranty completion of landscaping) (the "Warranty Security"), subject to the provisions 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 serve as the Warranty Security, 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, above, 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 Project shall not make it liable for any loss or damage suffered within or by use of the Development for any act, condition or omission occurring or arising out of or in connection with the Town's approval of the 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 the 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.
- 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 Lot 1, after providing Developer with the ten-day notice specified below. The Security, warranty security or Restoration 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.

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

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 the Property, 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 to the extent that the Developer has not otherwise fulfilled its indemnity obligations to the Town hereunder. 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.

Town:	Town Manager 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:	Eastwood 133, LLC 0133 Prospector Road, Suite 4102 Aspen, CO 81611

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 property within the Development, 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.

[signature pages follow]

THE TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: [Signature]
Dan Richardson, Mayor

Date: 11/24/2020

ATTEST:

[Signature]
Cathy Derby, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

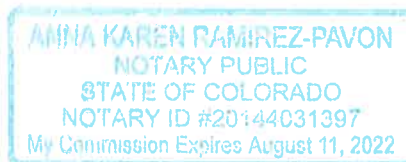
The above and foregoing document was acknowledged before me this 25th day of November 2020, by Dan Richardson, as Mayor for the Town of Carbondale and by Cathy Derby as Town Clerk for the Town of Carbondale.

Witness my hand and official seal.

My commission expires:

Aug 11 2022

[Signature]
Notary Public



DEVELOPER:

EASTWOOD 133, LLC
a Colorado limited liability company

By: [Signature]
Rob Cairncross, Manager

Date: 3/26/21

STATE OF COLORADO)
) ss.
COUNTY OF Pitkin)

The above and foregoing document was acknowledged before me this 26 day of March 2020, by Rob Cairncross as Manager of Eastwood 133, LLC, a Colorado limited liability company.

Witness my hand and official
My commission expires:

7/30/22

[Signature]
Notary Public

EXHIBITS:

- A. Property Description
- B. Site Plan
- C. Required Public Improvements
- D. Public Improvements Cost Estimate
- E. Easement Descriptions
- F. Map of Public Trails and Art Area Improvements; and
- G. Landscaping Plan

KRISTIN PRIDE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20064029379
MY COMMISSION EXPIRES JUL 30, 2022



EXHIBIT "A"
Attached to and forming a part of
WARRANTY DEED
between

GRANTOR: 133 LIMITED PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP

GRANTEE: EASTWOOD 133, LLC, A COLORADO LIMITED LIABILITY COMPANY

LEGAL DESCRIPTION

A parcel of land situated in Lot 16 of Section 28 and Lot 2 of Section 33, all in Township 7 South, Range 88 West of the Sixth Principal Meridian, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Colorado State Highway No. 133, whence the East Quarter corner of said Section 28 bears North 24° 37' 53" East, 2379.58 feet;
thence South 01° 16' 00" East, 611.10 feet along said Westerly right-of-way line;
thence South 81° 31' 30" West, 156.10 feet to a point on the Northeasterly right-of-way line of the Denver and Rio Grande Western Railroad;
thence North 33° 07' 25" West, 123.47 feet along said Northeasterly right-of-way line;
thence North 01° 16' 00" West, 525.80 feet;
thence North 88° 44' 00" East, 220.00 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed by Mary Anne Hyde to Public Service Company of Colorado in Deed recorded June 8, 1982 in Book 600 at Page 844.

County of Garfield, State of Colorado.

also known by street and number as: TBD Highway 133, Carbondale, CO 81623

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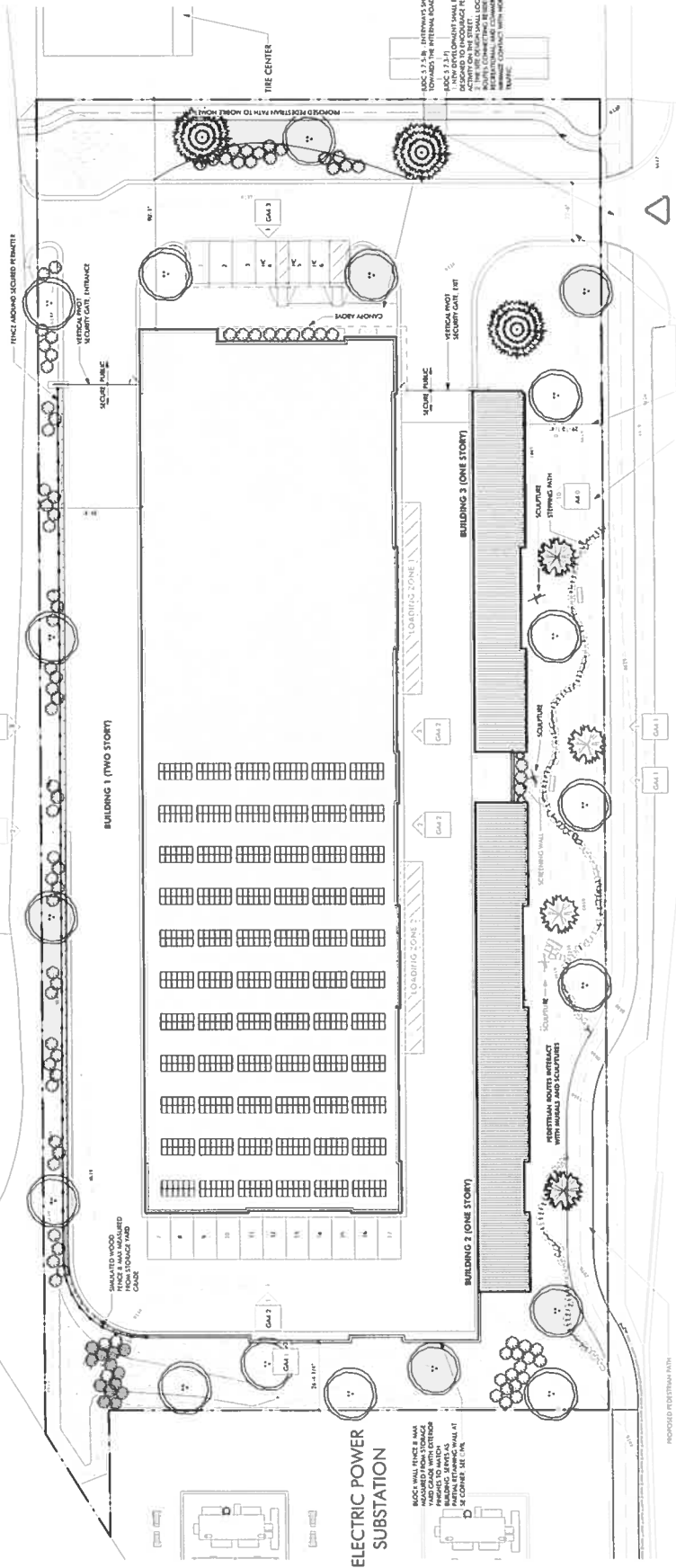


DESIGNED BY: LAND+SHELTER
DATE: SEPTEMBER 28, 2020
REVISIONS:
1.00

EASTWOOD 133 SELF STORAGE LAND USE REVIEW

RIO GRANDE TRAIL

MOBILE HOMES



NOT FOR CONSTRUCTION

HIGHWAY 133

Job Site:
180 Highway 133,
Carbondale, CO 81623

SITE PLAN

Exhibit: G
Sheet Number:
GA2.0

SITE PLAN
1" = 20' 0"

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Engineers Cost Estimate 9/30/2020

TOWN OF CARBONDALE, HWY 133 PUBLIC IMPROVEMENTS

SE PROJECT # 18151

Item No.	Description of Work	Unit	Estimated Quantity	Unit Price	Total Price
General:					
G1	Mobilization/Demobilization: Not to exceed 5% of subtotal for entire project.	JOB	LS	\$ 12,000.00	\$ 12,000.00
G2	Traffic Control: Including traffic control plan, press release, barricading, signage, public notifications in newspaper and radio, permitting, fees, materials, labor and equipment necessary for a completed project.	JOB	LS	\$ 10,000.00	\$ 10,000.00
G3	Clear and Grub: All clearing and grubbing for entire job, complete and in place per lump sum.	JOB	LS	\$ 2,500.00	\$ 2,500.00
G4	Erosion and Sediment Control: Including but not limited to permitting, fees, reporting, materials, labor and equipment necessary for a completed project.	JOB	LS	\$ 1,000.00	\$ 1,000.00
SUBTOTAL OF ITEMS G1-G4:					\$ 25,500.00
Site Demolition					
D1	Removal of Existing Curb and Gutter	LF	20	\$ 20.00	\$ 400.00
D2	Tree Removal	EA	15	\$ 200.00	\$ 3,000.00
D3	Adjust Watervalue	JOB	LS	\$ 2,000.00	\$ 2,000.00
D4	Removal of Existing Cobble	JOB	LS	\$ 1,000.00	\$ 1,000.00
D5	Relocate Existing "Right Lane Must Turn Sign"	JOB	LS	\$ 1,000.00	\$ 1,000.00
D6	Relocation of Telephone Ped	JOB	LS	\$ 5,000.00	\$ 5,000.00
SUBTOTAL OF ITEMS D1-D6:					\$ 12,400.00
Street/Sidewalk/Site Improvements:					
S1	Grading and Excavation: Grading and Excavation: Excavation and earthwork for all roads, curb and gutter, asphalt path, and miscellaneous grading, including subgrade scarification and recompaction, complete and in place per lump sum.	JOB	LS	\$ 10,000.00	\$ 10,000.00
S2	MSE Wall	SF	1006	\$ 80.00	\$ 80,480.00
S3	MSE Handrail	LF	110	\$ 110.00	\$ 12,100.00
S4	Class 6 ABC Under MSE Wall: Class 6 aggregate base course, including furnishing, hauling, placing and compacting beneath roads, concrete sidewalk, concrete curb and gutter, complete and in place, per cubic yard.	CY	38	\$ 88.00	\$ 3,344.00
S5	Striping Across Entrances	JOB	LS	\$ 4,500.00	\$ 4,500.00
S6	4" Thick Asphaltic Pavement: Furnish and install 4" asphaltic pavement, complete and in place per square yard.	TONS	29	\$ 175.00	\$ 5,075.00
S7	3" Asphaltic Path: Furnish and install 3" thick asphaltic path 10' wide.	TONS	157	\$ 175.00	\$ 27,475.00
S8	Catch Curb and Gutter Type 2 Section IIB: Furnish and install 4000 psi concrete curb and gutter with fiber mesh, furnished, complete and in place, per lineal foot.	LF	140	\$ 42.00	\$ 5,880.00
S9	Class 6 ABC: Class 6 aggregate base course, including furnishing, hauling, placing and compacting beneath roads, concrete sidewalk, concrete curb and gutter, complete and in place, per cubic yard.	CY	145	\$ 52.00	\$ 7,540.00
S10	ADA Ramps: ADA ramps with warning plates	EA	5	\$ 1,500.00	\$ 7,500.00
S11	Path Lighting:	EA	6	\$ 3,200.00	\$ 19,200.00
S12	Landscaping: Native seeding	SF	6325	\$ 2.00	\$ 12,650.00
SUBTOTAL OF ITEMS S1-S12:					\$ 195,744.00
Utility Improvements:					
U1	Irrigation System: Repair/Replacement and modification.	JOB	LS	\$ 18,500.00	\$ 18,500.00
SUBTOTAL OF ITEMS U1:					\$ 18,500.00
Construction Fee:					
C1	Design, Construction Administration and Testing, As-Built	JOB	LS	\$ 25,000.00	\$ 25,000.00
C2	CDOT Coordination and Special Use Permit	JOB	LS	\$ 7,500.00	\$ 7,500.00
C3	Construction Surveying	JOB	LS	\$ 10,000.00	\$ 10,000.00
SUBTOTAL OF ITEMS C1-C3:					\$ 42,500.00

Subtotal Construction Costs	\$ 294,644.00
10% Contingency	\$ 29,464.40
Total	\$ 324,108.40

EXHIBIT A TO EASEMENT AGREEMENT:
EMERGENCY ACCESS EASEMENT
SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GARFIELD, STATE OF COLORADO
SHEET 1 OF 1

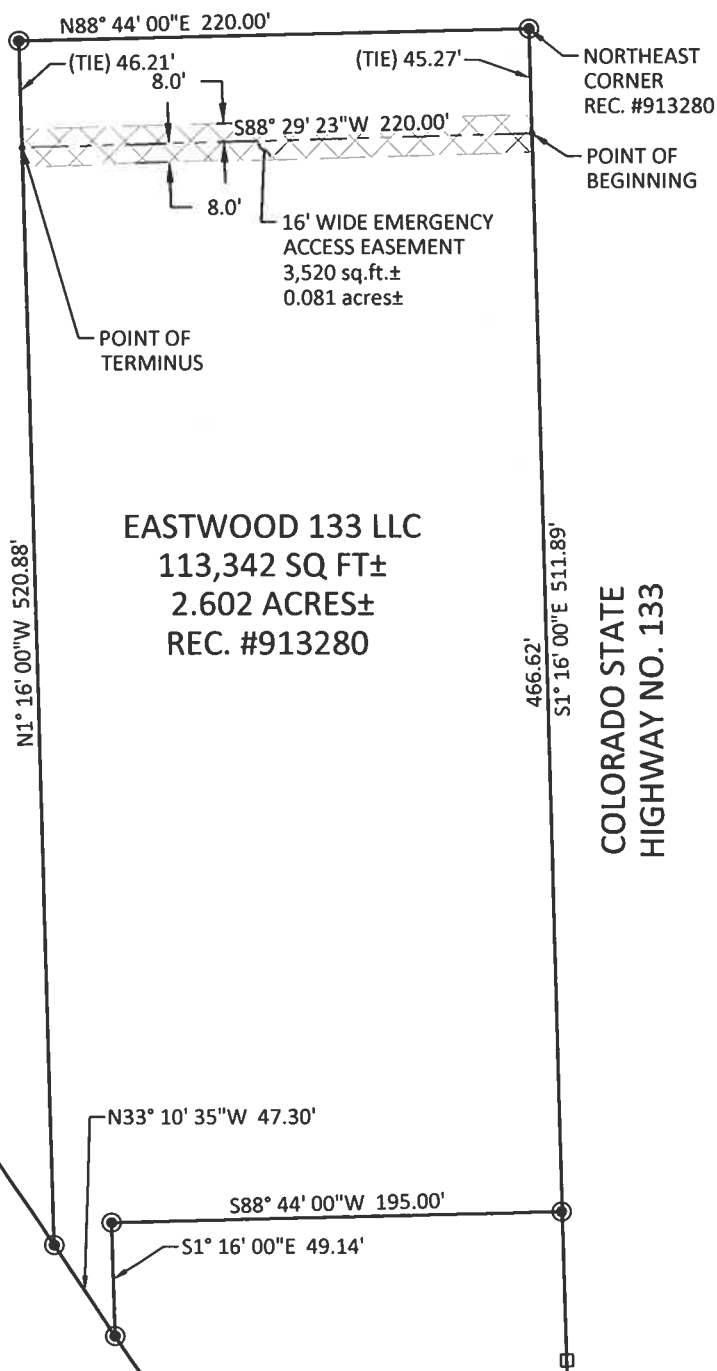
EASEMENT DESCRIPTION

A STRIP OF LAND LOCATED IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M.; SAID EASEMENT BEING ENTIRELY WITHIN THAT PROPERTY DESCRIBED IN THAT DEED RECORDED OCTOBER 23, 2018 AS RECEPTION NO. 913280 OF THE GARFIELD COUNTY, COLORADO RECORDS; SAID STRIP OF LAND BEING 16 FEET IN WIDTH, 8 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, WITH ALL SIDELINES EXTENDED OR TRIMMED TO THE BOUNDARY OF SAID RECEPTION NO. 913280, AS APPROPRIATE:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 133, WHENCE THE NORTHEAST CORNER OF SAID RECEPTION NO. 913280 BEARS N.01°16'00"E., A DISTANCE OF 45.27 FEET (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF N.01°16'00"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE S.88°29'23"W. A DISTANCE OF 220.00 FEET TO THE POINT OF TERMINUS WHENCE THE NORTHWEST CORNER OF SAID RECEPTION NO. 913280 BEARS N.01°16'00"W., A DISTANCE OF 46.21 FEET;

SAID STRIP OF LAND CONTAINING 3,520 SQUARE FEET, OR 0.081 ACRES, MORE OR LESS.

COUNTY OF GARFIELD
STATE OF COLORADO



● INDICATES #5 REBAR AND 1.25" PLASTIC CAP
STAMPED L.S. #28643, UNLESS OTHERWISE NOTED

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311

SCALE: 1"=80'

Reception#: 955693

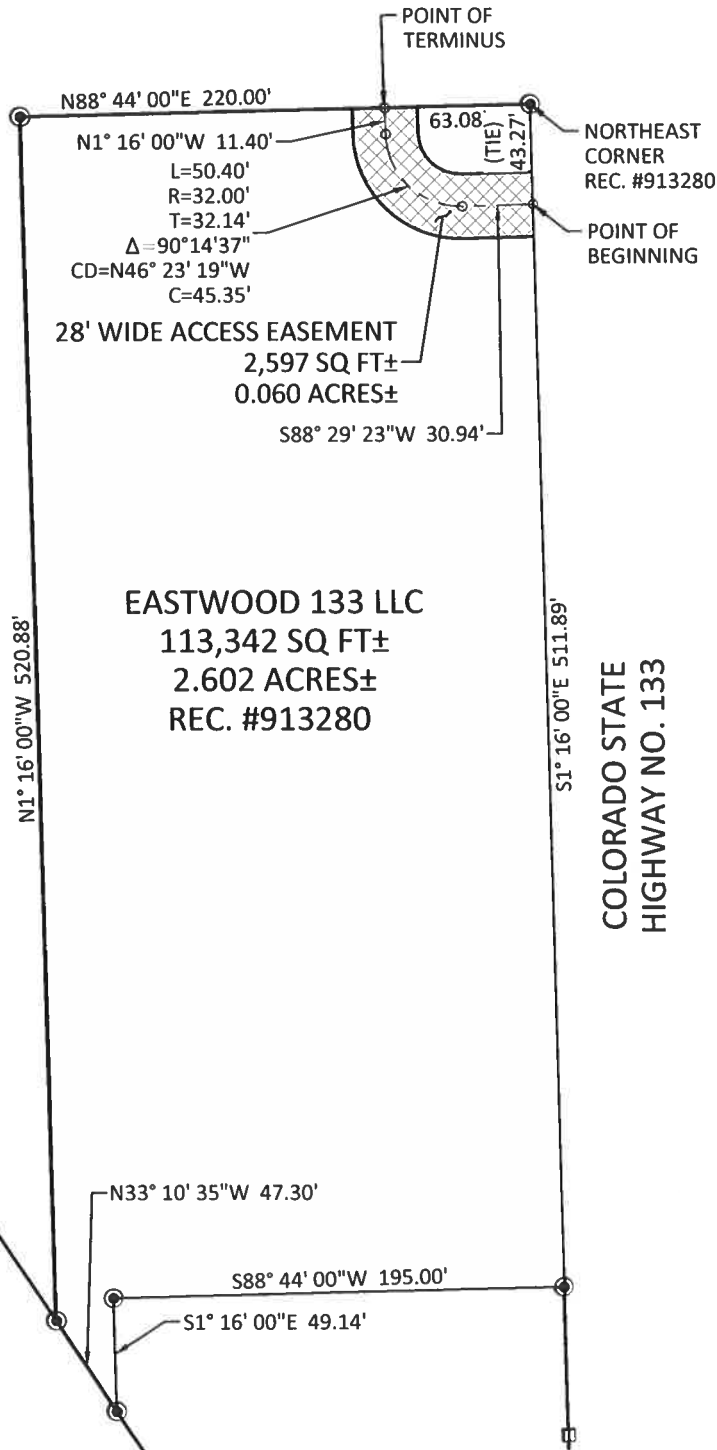
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34 of 42 Rec Fee:\$218.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A TO EASEMENT AGREEMENT:

ACCESS EASEMENT

SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GARFIELD, STATE OF COLORADO
SHEET 1 OF 1



EASEMENT DESCRIPTION

A STRIP OF LAND LOCATED IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M.; SAID EASEMENT BEING ENTIRELY WITHIN THAT PROPERTY DESCRIBED IN THAT DEED RECORDED OCTOBER 23, 2018 AS RECEPTION NO. 913280 OF THE GARFIELD COUNTY, COLORADO RECORDS; SAID STRIP OF LAND BEING 28 FEET IN WIDTH, 14 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, WITH ALL SIDELINES EXTENDED OR TRIMMED TO THE BOUNDARY OF SAID RECEPTION NO. 913280, AS APPROPRIATE:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 133, WHENCE THE NORTHEAST CORNER OF SAID RECEPTION NO. 913280 BEARS N.01°16'00"E., A DISTANCE OF 43.27 FEET (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF N.01°16'00"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:

- 1) S.88°29'23"W. A DISTANCE OF 30.94 FEET;
- 2) 50.40 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 90°14'37" (CHORD BEARS N.46°23'19"W., A DISTANCE OF 45.35 FEET);
- 3) N.01°16'00"W. A DISTANCE OF 11.40 FEET MORE OR LESS TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID RECEPTION NO. 913280, WHENCE SAID NORTHEAST CORNER BEARS N.88°44'00"E., A DISTANCE OF 63.08 FEET, THE POINT OF TERMINUS;

SAID STRIP OF LAND CONTAINING 2,597 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.

COUNTY OF GARFIELD
STATE OF COLORADO

● INDICATES #5 REBAR AND 1.25" PLASTIC CAP
STAMPED L.S. #28643, UNLESS OTHERWISE NOTED

SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311

EXHIBIT A TO EASEMENT AGREEMENT:
PEDESTRIAN EASEMENT

SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GARFIELD, STATE OF COLORADO
SHEET 1 OF 2

EASEMENT DESCRIPTION

A STRIP OF LAND LOCATED IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M.; SAID EASEMENT BEING ENTIRELY WITHIN THAT PROPERTY DESCRIBED IN THAT DEED RECORDED OCTOBER 23, 2018 AS RECEPTION NO. 913280 OF THE GARFIELD COUNTY, COLORADO RECORDS; SAID STRIP OF LAND BEING 10 FEET IN WIDTH, 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, WITH ALL SIDELINES EXTENDED OR TRIMMED TO THE BOUNDARY OF SAID RECEPTION NO. 913280, AS APPROPRIATE:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 133, WHENCE THE NORTHEAST CORNER OF SAID RECEPTION NO. 913280 BEARS N.01°16'00"E., A DISTANCE OF 17.28 FEET (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF N.01°16'00"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES:

- 1) S.88°44'00"W. A DISTANCE OF 2.02 FEET;
- 2) 14.09 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 53°48'12" (CHORD BEARS N.64°21'54"W., A DISTANCE OF 13.57 FEET);
- 3) 14.09 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 53°48'12" (CHORD BEARS N.64°21'54"W., A DISTANCE OF 13.57 FEET);
- 4) S.88°44'00"W. A DISTANCE OF 177.14 FEET;
- 5) 9.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 34°56'54" (CHORD BEARS S.71°15'33"W., A DISTANCE OF 9.01 FEET);
- 6) 8.25 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 31°30'40" (CHORD BEARS S.69°32'26"W., A DISTANCE OF 8.15 FEET);
- 7) S.85°17'46"W. A DISTANCE OF 0.36 FEET MORE OR LESS TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID RECEPTION NO. 913280, WHENCE THE NORTHWEST CORNER THEREOF BEARS N.1°16'00"W., A DISTANCE OF 10.40', THE POINT OF TERMINUS;

SAID STRIP OF LAND CONTAINING 2,250 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

COUNTY OF GARFIELD
STATE OF COLORADO

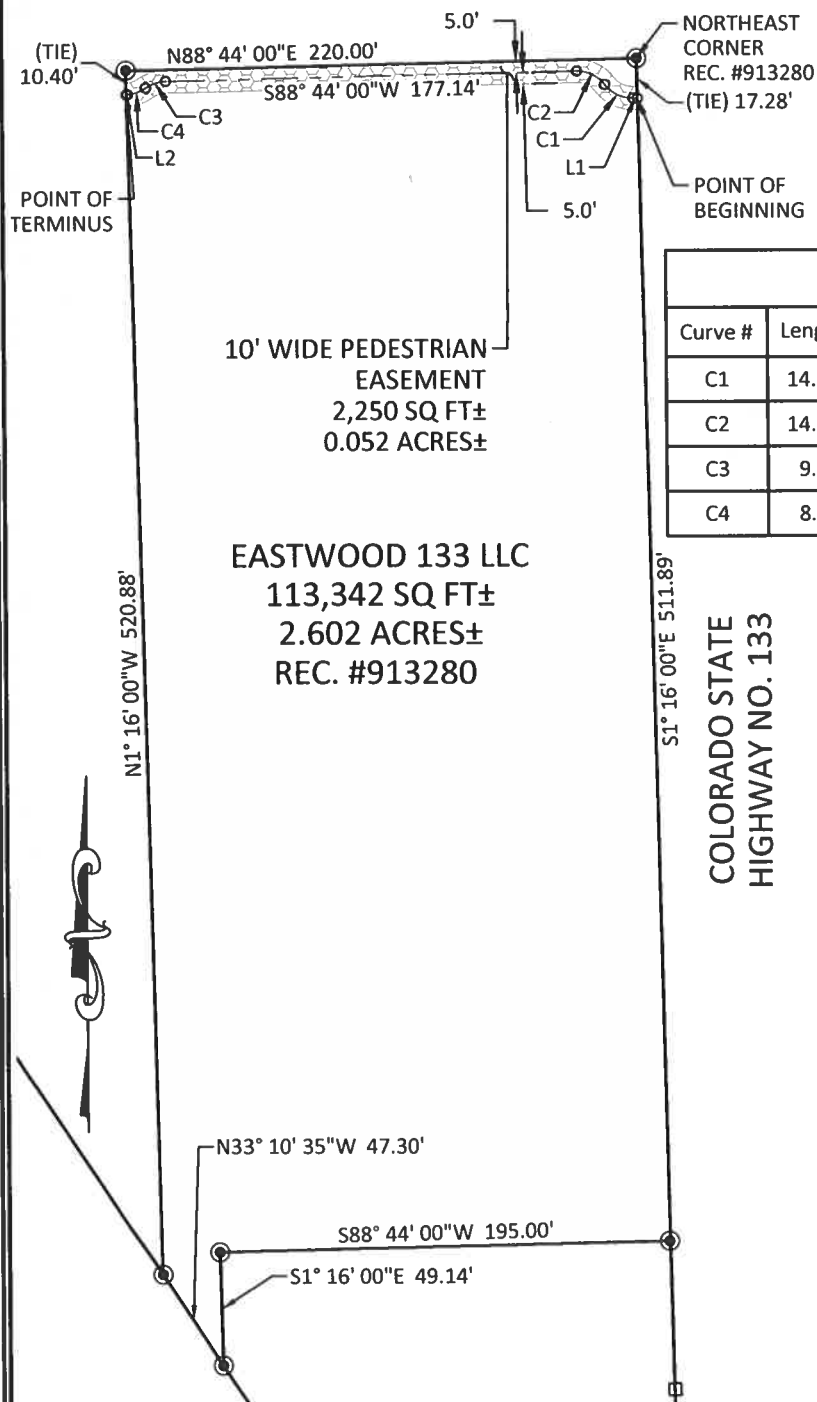
SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311



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36 of 42 Rec Fee:\$218.00 Doc Fee:0.00 GARFIELD COUNTY CO

SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GARFIELD, STATE OF COLORADO
SHEET 2 OF 2



Line Table		
Line #	Direction	Length
L1	S88° 44' 00"W	2.02'
L2	S85° 17' 46"W	0.36'

Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C1	14.09'	15.00'	7.61'	53°48'12"	N64° 21' 54"W	13.57'
C2	14.09'	15.00'	7.61'	53°48'12"	N64° 21' 54"W	13.57'
C3	9.15'	15.00'	4.72'	34°56'54"	S71° 15' 33"W	9.01'
C4	8.25'	15.00'	4.23'	31°30'40"	S69° 32' 26"W	8.15'

SCALE: 1"=80'

● INDICATES #5 REBAR AND 1.25" PLASTIC CAP
STAMPED L.S. #28643, UNLESS OTHERWISE NOTED

SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311

EXHIBIT A TO EASEMENT AGREEMENT:

TRAIL EASEMENT

SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GARFIELD, STATE OF COLORADO
SHEET 1 OF 2

EASEMENT DESCRIPTION

A STRIP OF LAND LOCATED IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M.; SAID EASEMENT BEING ENTIRELY WITHIN THAT PROPERTY DESCRIBED IN THAT DEED RECORDED OCTOBER 23, 2018 AS RECEPTION NO. 913280 OF THE GARFIELD COUNTY, COLORADO RECORDS; SAID STRIP OF LAND BEING 14 FEET IN WIDTH, 7 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, WITH ALL SIDELINES EXTENDED OR TRIMMED TO THE BOUNDARY OF SAID RECEPTION NO. 913280, AS APPROPRIATE:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 133, WHENCE THE NORTHEAST CORNER OF SAID RECEPTION NO. 913280 BEARS N.01°16'00"E., A DISTANCE OF 365.14 FEET (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF N.01°16'00"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE);
THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

- 1) 2.83 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 02°57'01" (CHORD BEARS S.30°24'43"W., A DISTANCE OF 2.83 FEET);
- 2) 31.83 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 33°09'14" (CHORD BEARS S.15°18'37"W., A DISTANCE OF 31.38 FEET);
- 3) S.01°16'00"E. A DISTANCE OF 51.60 FEET;
- 4) 30.93 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 32°13'18" (CHORD BEARS S.17°22'39"E., A DISTANCE OF 30.52 FEET);
- 5) 3.92 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 04°05'02" (CHORD BEARS S.31°26'46"E., A DISTANCE OF 3.92 FEET) MORE OR LESS TO A POINT ON SAID WESTERLY BOUNDARY LINE OF SAID RIGHT-OF-WAY LINE, WHENCE THE SOUTHEAST CORNER OF SAID RECEPTION NO. 913280 BEARS S.1°16'00"E., A DISTANCE OF 29.95 FEET, THE POINT OF TERMINUS;

SAID STRIP OF LAND CONTAINING 1,719 SQUARE FEET OR 0.039 ACRES, MORE OR LESS.

COUNTY OF GARFIELD
STATE OF COLORADO

● INDICATES #5 REBAR AND 1.25" PLASTIC CAP
STAMPED L.S. #28643, UNLESS OTHERWISE NOTED

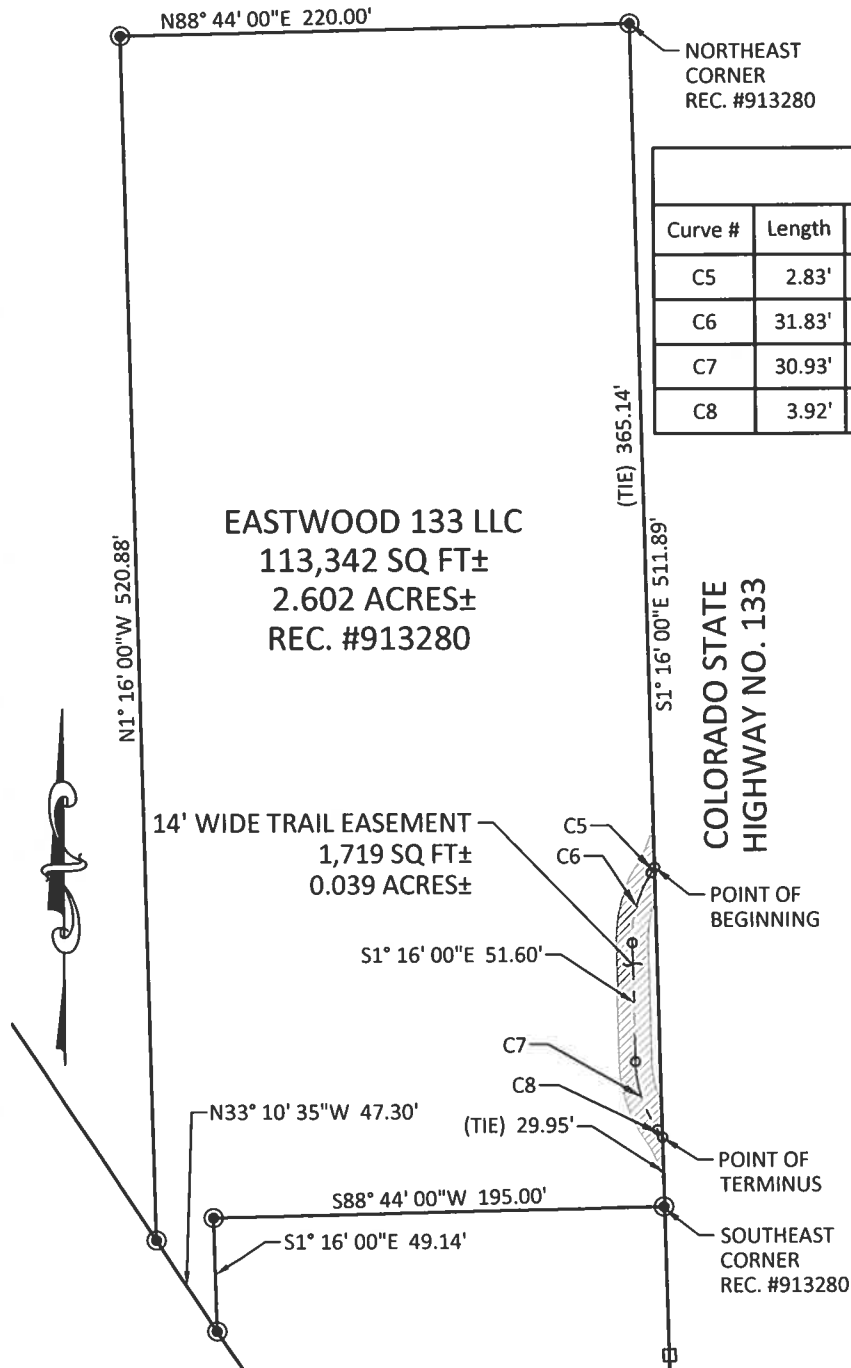
SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311

EXHIBIT A TO EASEMENT AGREEMENT:

TRAIL EASEMENT

SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GARFIELD, STATE OF COLORADO
SHEET 2 OF 2



Curve Table

Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C5	2.83'	55.00'	1.42'	2°57'01"	S30° 24' 43"W	2.83'
C6	31.83'	55.00'	16.37'	33°09'14"	S15° 18' 37"W	31.38'
C7	30.93'	55.00'	15.89'	32°13'18"	S17° 22' 39"E	30.52'
C8	3.92'	55.00'	1.96'	4°05'02"	S31° 26' 46"E	3.92'

● INDICATES #5 REBAR AND 1.25" PLASTIC CAP
STAMPED L.S. #28643, UNLESS OTHERWISE NOTED

SOPRIS ENGINEERING - LLC

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(970) 704-0311

SCALE: 1"=80'



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39 of 42 Rec Fee:\$218.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A TO EASEMENT AGREEMENT:
ART WALK EASEMENT

SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GARFIELD, STATE OF COLORADO
SHEET 1 OF 2

EASEMENT DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M.; SAID EASEMENT BEING ENTIRELY WITHIN THAT PROPERTY DESCRIBED IN THAT DEED RECORDED OCTOBER 23, 2018 AS RECEPTION NO. 913280 OF THE GARFIELD COUNTY, COLORADO RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 133, WHENCE THE NORTHEAST CORNER OF SAID RECEPTION NO. 913280 BEARS N.01°16'00"E., A DISTANCE OF 114.90 FEET (WITH ALL BEARINGS HEREIN BEING RELATIVE TO A BEARING OF N.01°16'00"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE);

THENCE S.01°16'00"E. A DISTANCE OF 396.98 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF SAID RECEPTION NO. 913280; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE N.34°13'05"W. A DISTANCE OF 54.88 FEET; THENCE N.01°16'00"W. A DISTANCE OF 31.14 FEET; THENCE S.88°44'00"W. A DISTANCE OF 2.16 FEET; THENCE N.01°16'00"W. A DISTANCE OF 19.58 FEET; THENCE N.88°44'00"E. A DISTANCE OF 2.16 FEET; THENCE N.01°16'00"W. A DISTANCE OF 60.42 FEET; THENCE S.88°44'00"W. A DISTANCE OF 2.16 FEET; THENCE N.01°16'00"W. A DISTANCE OF 39.58 FEET; THENCE N.88°44'00"E. A DISTANCE OF 2.16 FEET; THENCE N.01°16'00"W. A DISTANCE OF 40.42 FEET; THENCE S.88°44'00"W. A DISTANCE OF 2.72 FEET; THENCE N.01°13'59"W. A DISTANCE OF 19.58 FEET; THENCE N.88°44'00"E. A DISTANCE OF 2.71 FEET; THENCE N.01°16'00"W. A DISTANCE OF 40.42 FEET; THENCE S.88°44'00"W. A DISTANCE OF 2.16 FEET; THENCE N.01°16'00"W. A DISTANCE OF 39.58 FEET; THENCE N.88°44'00"E. A DISTANCE OF 2.16 FEET; THENCE N.01°16'00"W. A DISTANCE OF 60.21 FEET; THENCE N.88°44'00"E. A DISTANCE OF 29.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 11,430 SQUARE FEET OR 0.262 ACRES, MORE OR LESS.

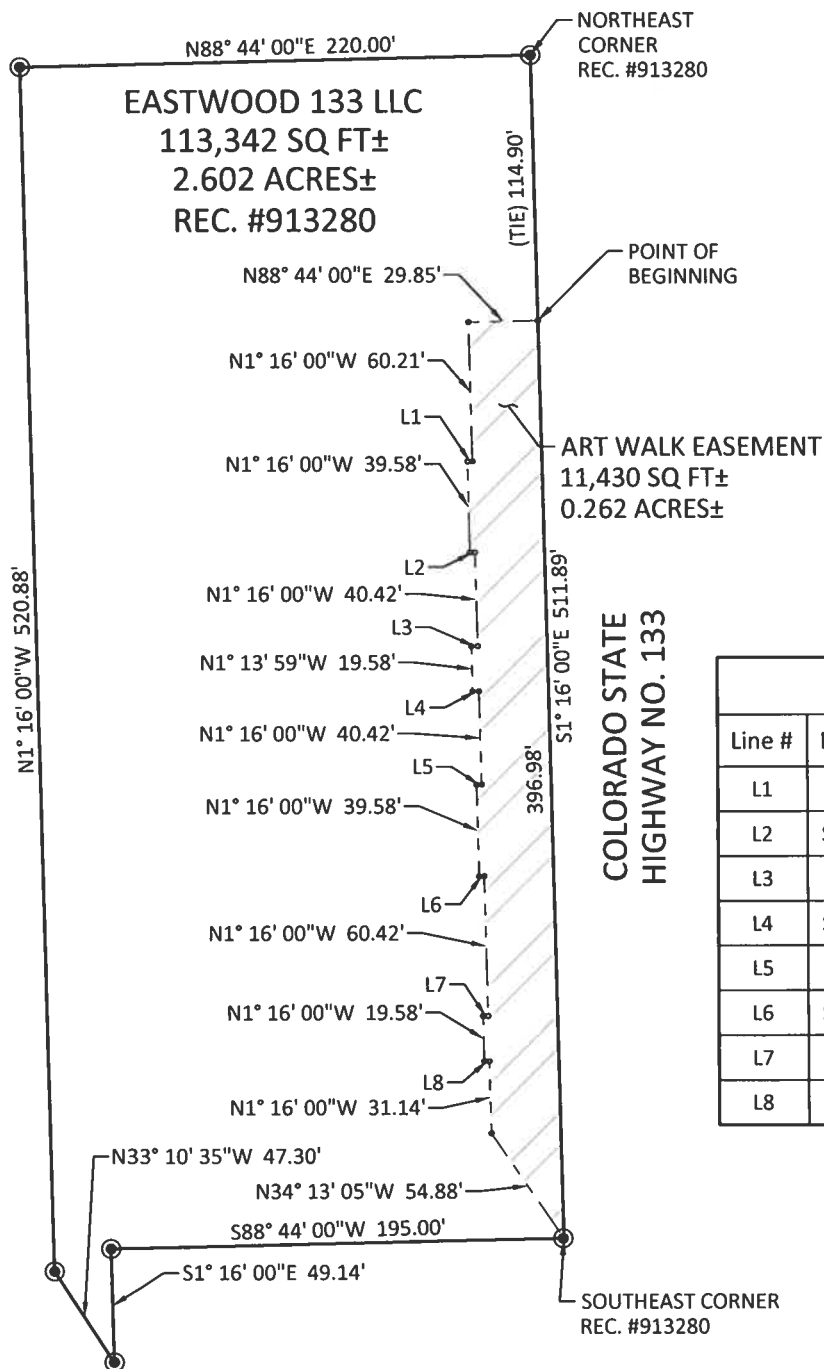
COUNTY OF GARFIELD
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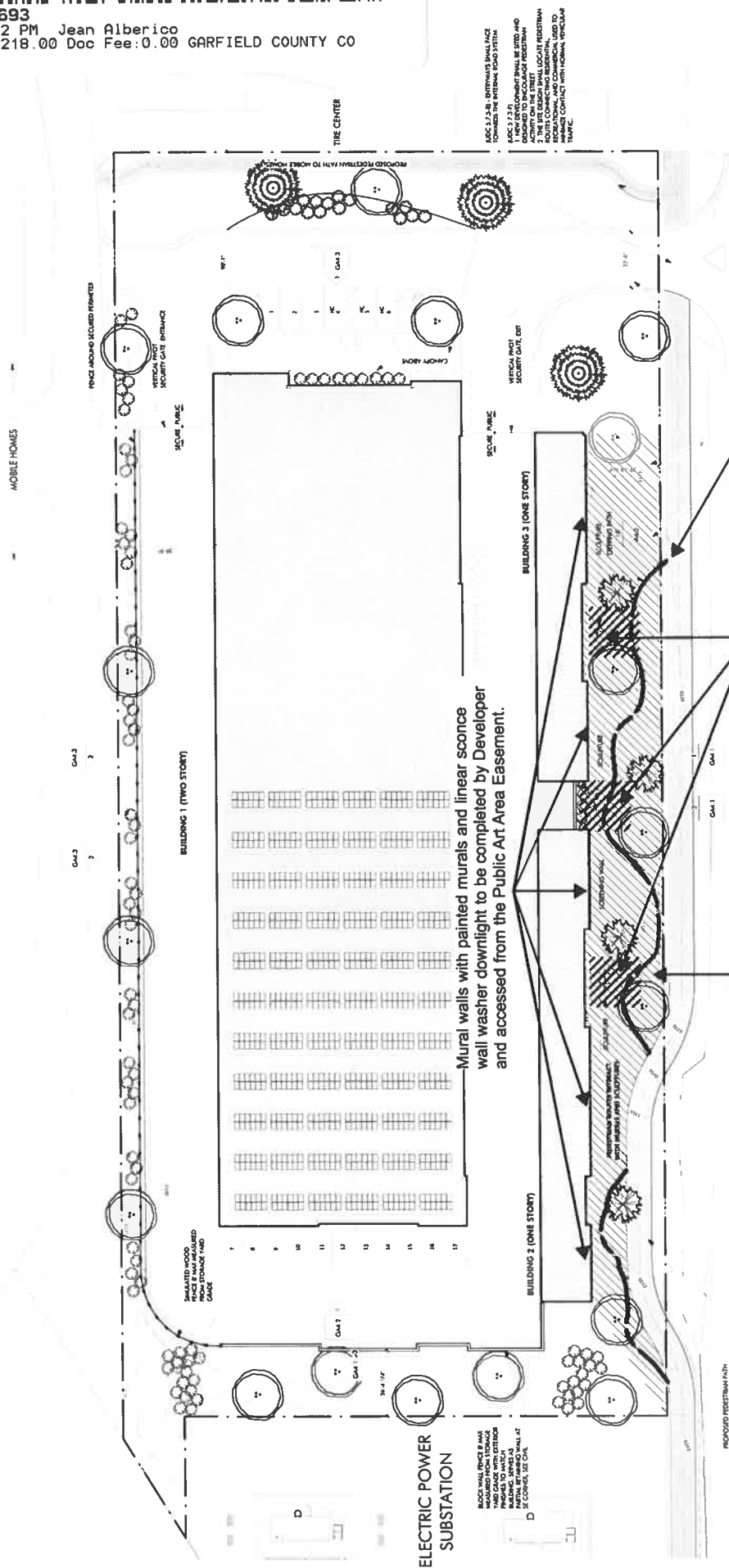
EXHIBIT A TO EASEMENT AGREEMENT: ART WALK EASEMENT

SITUATE IN LOT 16, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.
 COUNTY OF GARFIELD, STATE OF COLORADO
 SHEET 2 OF 2



SOPRIS ENGINEERING - LLC

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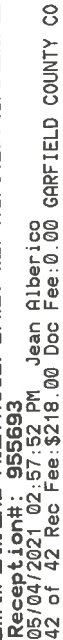


Eastwood 133, LLC

Public Art Area Easement (hatched area) shall generally extend within the area between the trail along State Highway 133 and the east walls of Buildings 2 and 3.

Approximate sculpture locations (cross hatched areas) within Public Art Area Easement to include sculpture pad and three inground directional spot fixtures per sculpture to be completed by Developer.

Approximate locations of art viewing paths to be completed by Developer within Public Art Area Easement.



Eastwood 133, LLC

Self-Storage Facility Landscape Plan
Prepared 5-5-2020 Revised 9-15-2020 by The Land Studio, Inc.



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