



TOWN OF GEORGETOWN  
404 6TH STREET  
P.O. BOX 426  
GEORGETOWN, CO 80444

---

## LAND USE APPLICATION

Project Name: Washington Mills Subdivision

Project Site Address/Location: 900 Block of Main and Biddle Street, Washington MS

Name of Applicant: Craig Abrahamson for Marvin Geisness Owner ☐ Agent ☒

Address: 815 Main Street, Georgetown, CO 80444

Legal Description/Parcel, Block, Lot # (Attach Additional Sheet if Needed): \_\_\_\_\_

Block: 43 GEISNESS-BUCKLEY DIV TRACT A 487/664 SURV 493/148 GEISNESS  
BUCKLEY DIV #262664 846/259

Telephone#: 303241145 Fax#: \_\_\_\_\_ Email: cctscolorado@gmail.com

**Type of Application (check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Subdivision: Conceptual Plan       | (Attach Subdivision Conceptual Plan Checklist)       |
| <input type="checkbox"/> Subdivision: Preliminary Plat      | (Attach Subdivision Preliminary Plat Checklist)      |
| <input checked="" type="checkbox"/> Subdivision: Final Plat | (Attach Subdivision Final Plat Checklist)            |
| <input type="checkbox"/> Subdivision Exemption Plat         | (Attach Subdivision Exemption Plat Checklist)        |
| <input type="checkbox"/> Special Use Permit                 | (Attach Special Use Permit Checklist)                |
| <input type="checkbox"/> Temporary Use Permit               | (Attach Temporary Use Permit Checklist)              |
| <input type="checkbox"/> Sign Permit                        | (Attach Sign Permit Checklist)                       |
| <input type="checkbox"/> PUD: Preliminary Development Plan  | (Attach PUD: Preliminary Development Plan Checklist) |
| <input type="checkbox"/> PUD: Final Development Plan        | (Attach PUD: Final Development Plan Checklist)       |
| <input type="checkbox"/> Rezoning                           | (Attach Rezoning Checklist)                          |
| <input type="checkbox"/> Zoning Variance                    | (Attach Zoning Variance Checklist)                   |
| <input type="checkbox"/> Floodplain Development Permit      | (Attach Floodplain Development Permit Checklist)     |
| <input type="checkbox"/> Annexation                         | (Attach Annexation Checklist)                        |
| <input type="checkbox"/> Site Specific Development Plan     | (Attach Site Specific Development Plan Checklist)    |
| <input type="checkbox"/> Certificate of Appropriateness     | (Attach Certificate of Appropriateness Application)  |

**NOTE:** No application will be accepted or processed unless it is complete and all fees are paid. In addition to the base application fee, a deposit to cover the reasonable anticipated costs for outside professional services may be required at the time of application. I hereby certify that the information contained herein and on any attachments hereto is in all respects true and accurate to the best of my knowledge and belief.

Name: (print) Craig E. Abrahamson, P.E.

Signature: Craig E. Abrahamson Date: 01/27/2021



## FINAL SUBDIVISION PLAT CHECKLIST

Thirty hard copies and one electronic version of all of the following information shall be submitted with any application that requires a final plat, unless one or more items are specifically waived in writing by the Town Administrator:

- ☐ The Land Use Application form provided by the Town Administrator.
- ☒ Proof of legal ownership in the form of a current title policy, and the names and addresses of the owners of the property and any lienholder(s).
- ☐ Proof of taxes paid.
- ☐ A cover letter including a statement of the purpose of the application and a brief description of the proposed subdivision.
- ☐ A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- ☐ Names and mailing addresses of all persons owning property within three hundred (300) feet, excluding public rights-of-way, of the property subject to the application.
- ☐ Names and mailing addresses of any mineral owners/lessees of the property subject to the application. See enclosed letter.
- ☒ Mailing envelopes for notification of property owners and mineral owners/lessees.
- ☐ A copy of the Colorado State land survey monument record forms for any survey corners as required to be filed by Colorado law. None found for any existing survey corners.
- ☐ Utility, drainage and traffic impact studies in accordance with the Town's engineering standards. See design memorandum accompanying construction documents.
- ☐ Utility and ditch company service agreements and written commitments when applicable. N/A
- ☐ A draft subdivision improvements agreement prepared in substantial compliance with such format as adopted by the Town, to establish the obligations for the construction and warranty of public improvements. The draft subdivision agreement shall be inclusive of any financial security agreements and all terms and conditions, if any, of subdivision approval established by the Board of Selectmen. (The submission of the draft agreement can be delayed at the applicant's discretion until after the public hearing on the proposed final plat.)
- ☐ Draft engineering plans and specifications for all public infrastructure and facilities, e.g., water and sewer systems, streets/paving, drainage, curb, gutter and sidewalk.
- ☐ A proposed map/final plat drawn at a scale of not more than 1" = 100' and prepared in compliance with Article 51, Title 38, C.R.S., by a licensed professional land surveyor or engineer on one (1) or more numbered sheets 24" × 36" in size. The initial proposed map/final plat may be prepared on paper in pencil or ink so that changes or additions to the map/plat as may be required after final revision and approval of the same may be more easily accommodated. Maps/plats of two (2) or more sheets shall include an index identifying each sheet on the first sheet.



## FINAL SUBDIVISION PLAT CHECKLIST

- ☒ In addition to the information required to be provided on the preliminary plat, the final plat shall contain the following:
  - The title under which the subdivision is to be recorded.
  - Accurate dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use, and other important features. All curves shall be circular arcs and shall be defined by the radius, central angle, tangent, arc and chord distances. All dimensions, both linear and angular, are to be determined by an accurate control survey in the field which must balance and close within a limit of one (1) in ten thousand (10,000). No final plat showing plus or minus dimensions will be approved.
  - Names of all adjoining subdivisions with dotted lines of abutting lots. If the adjoining land is unplatted, it should be shown as such.
  - An identification system for all lots and blocks and names for streets.
  - An identification of the streets, alleys, easements, parks and other public facilities as shown on the plat, and a dedication thereof to the public use. Areas reserved for future public acquisition shall also be delineated on the plat.
  - Total acreage and surveyed description of the area.
  - A description of all monuments, both found and set, which mark the boundaries of the property, and a description of all control monuments used in conducting the survey.
  - A statement by the land surveyor that the survey was performed by him or her in accordance with applicable state laws or under his or her direct responsibility, supervision and checking.
  - A statement by the land surveyor explaining how bearings, if used, were determined.
  - Signature and seal of the registered land surveyor.
  - A delineation of the extent of the one-hundred-year flood plain, the effective date thereof and that the same is subject to change.
  - Certification of approvals and signature blocks (see templates) for the following:
    - The Planning Commission by the Chairperson.
    - The Board of Selectmen by the Police Judge/Mayor.
    - Attestation and acceptance by the Town Clerk.
    - Clerk and Recorder for Clear Creek County acceptance.
    - Landowner ownership and dedication certificates.
    - Title company/attorney title certificate.
    - Surveyor's certificate.
    - Mortgagee's certificate (when applicable).
- ☒ An application fee per the Fee Schedule.
- ☐ A deposit to cover the reasonable anticipated costs for outside professional services.



## Chicago Title of Colorado

32065 Castle Ct., Suite 200, Evergreen, CO 80439

Phone: (303) 670-8523

Fax: (303) 633-7781

DATE: **October 22, 2020**

FILE NUMBER: **598-C2055495-072-JT2**

PROPERTY ADDRESS: **Georgetown subdivision, Georgetown, CO 80444**

BUYER/BORROWER: **Contracted purchaser or designee**

OWNER(S): **Marvin P. Geisness**

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER:

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: **Chicago Title of Colorado**  
**32065 Castle Ct.**  
**Suite 200**  
**Evergreen, CO 80439**

ATTN: **Jill Tadra**  
PHONE: **(303) 291-9890**  
FAX: **(303) 670-8538**  
E-MAIL: **tadraj@CTT.com**

TO: **Contracted purchaser or designee**

ATTN:  
PHONE:  
FAX:  
E-MAIL: **Delivered via email**

TO: **Marvin P. Geisness**

ATTN:  
PHONE:  
FAX:  
E-MAIL: **Delivered via email**

TO: **Lender or Designee with contractual rights**  
**8055 E. Tufts Ave.**  
**Suite 300**  
**Denver, CO 80237**

ATTN: **Lender or Designee with contractual rights**  
PHONE: **(000) 000-0000**  
FAX: **(000) 000-0000**  
E-MAIL:

TO: **Craig Abrahamson**  
**Georgetown, CO 80444**

ATTN:  
PHONE:  
FAX:  
E-MAIL: **cctscolorado@gmail.com**

TO: **Evergreen**  
**32065 Castle Ct.**  
**Suite 200**  
**Evergreen, CO 80439**

ATTN: **Jill Tadra**  
PHONE: **(303) 670-8523**  
FAX: **(303) 633-7781**  
E-MAIL: **tadraj@CTT.com**

**END OF TRANSMITTAL**





# COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

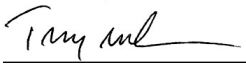
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By:   
Authorized Signature

Chicago Title Insurance Company

By: 

ATTEST

President

  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Transaction Identification Data for reference only:**

Issuing Agent: Chicago Title of Colorado  
 Issuing Office: 8055 E Tufts Ave, Suite 300, Denver, CO 80237  
 Loan ID Number:  
 Issuing Office File Number: 598-C2055495-072-JT2  
 Property Address: Georgetown subdivision, Georgetown, CO 80444  
 Revision Number:

**SCHEDULE A****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **October 16, 2020**
2. Policy to be issued:
  - (a) **ALTA Owner's Policy (6-17-06)**  
 Proposed Insured: **Contracted purchaser or designee**  
 Proposed Policy Amount: **\$100.00**
  - (b) **None**  
 Proposed Insured: **Lender or Designee with contractual rights**  
 Proposed Policy Amount: **\$0.00**
  - (c) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in:  
[Marvin P. Geisness](#)
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

**PREMIUMS:**

ALTA Owner's Policy (6-17-06)	840.00
-------------------------------	--------

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## EXHIBIT A

### LEGAL DESCRIPTION

Tract A as shown on Land Survey Plat of Geisness-Buckley Division of Land and Boundary Line Adjustment recorded December 13, 2011 in Book 846 at Page 259, described as follows:

That portion of Block 43 within the Town of Georgetown described as follows:

Beginning at the Southwest corner of Lot 2 of said Block 43, from which corner the Northwest corner of said Block 43 bears North 08°44'14" East, a distance of 50.00 feet;

Thence South 81°21'30" East, a distance of 150.11 feet to the Southeast corner of Lot 1 in said Block 43;

Thence South 08°23'54" West, along the Easterly line of said Block 43, a distance of 291.68 feet to the Northeast corner of that portion of Block 43, described in Book 432 at Page 870 in the records of the Clear Creek County Clerk and Recorder;

Thence North 80°34'52" West, along the Northerly line of said portion of Block 43, a distance of 74.73 feet to the Northeast corner of that portion of Block, 43 described in Book 469 at Page 516 in said records also being the Southeast corner of that portion of Block 43 described in Book 395 at Page 96 in said records;

Thence North 06°51'15" East, along the Easterly line of said portion described in Book 305 at Page 96, a distance of 44.96 feet;

Thence North 80°48'40" West, a distance of 75.64 feet to the Westerly line of said Block 43;

Thence North 08°44'14" East, along said Westerly line, a distance of 245.00 feet to the Point of Beginning.

All in County of Clear Creek, State of Colorado.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Marvin P. Geisness

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

Exception number 5 will be removed from the policy provided the company conducts the closing.

#### 24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

---

### END OF REQUIREMENTS

---

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservations contained in the Patent to the Town of Georgetown recorded October 26, 1875, in [Book 34 at Page 341](#), as follows: "Providing that no title shall be hereby acquired to any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession held under existing laws."
9. All matters shown on Survey recorded August 1, 1984 in Book 432 at Page 251 at [Reception No. 123237](#).
10. All matters shown on Survey recorded September 25, 1992 in [Book 493 at Page 148](#).
11. All matters shown on Land Survey Plat recorded December 13, 2011 in [Book 846 at Page 259](#) at [Reception No. 262664](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

12. Right of way for Biddle Street.
13. Any loss or damage arising from the fact that any fence lines on or near the perimeter of the Land may not coincide with property lines.

---

**END OF EXCEPTIONS**

---

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



## AFFIDAVIT AND INDEMNITY AGREEMENT

**TO Chicago Title of Colorado** a Colorado Corporation and Chicago Title Insurance Company, a Florida Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

**See Attached Affidavit and Indemnity Agreement Legal Description**

Property Address: Georgetown subdivision, Georgetown, CO 80444

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Chicago Title of Colorado as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Chicago Title of Colorado, a Colorado Corporation and Chicago Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**SELLER:**

**SELLER:**

\_\_\_\_\_  
Marvin P. Geisness

**SELLER:**

**SELLER:**

\_\_\_\_\_  
State of Colorado  
County of **Clear Creek**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by Marvin P. Geisness.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

Tract A as shown on Land Survey Plat of Geisness-Buckley Division of Land and Boundary Line Adjustment recorded December 13, 2011 in Book 846 at Page 259, described as follows:

That portion of Block 43 within the Town of Georgetown described as follows:

Beginning at the Southwest corner of Lot 2 of said Block 43, from which corner the Northwest corner of said Block 43 bears North 08°44'14" East, a distance of 50.00 feet;

Thence South 81°21'30" East, a distance of 150.11 feet to the Southeast corner of Lot 1 in said Block 43;

Thence South 08°23'54" West, along the Easterly line of said Block 43, a distance of 291.68 feet to the Northeast corner of that portion of Block 43, described in Book 432 at Page 870 in the records of the Clear Creek County Clerk and Recorder;

Thence North 80°34'52" West, along the Northerly line of said portion of Block 43, a distance of 74.73 feet to the Northeast corner of that portion of Block, 43 described in Book 469 at Page 516 in said records also being the Southeast corner of that portion of Block 43 described in Book 395 at Page 96 in said records;

Thence North 06°51'15" East, along the Easterly line of said portion described in Book 305 at Page 96, a distance of 44.96 feet;

Thence North 80°48'40" West, a distance of 75.64 feet to the Westerly line of said Block 43;

Thence North 08°44'14" East, along said Westerly line, a distance of 245.00 feet to the Point of Beginning.

All in County of Clear Creek, State of Colorado.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



## Clear Creek Treasurer Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Receipt Number
R010033	195917106003	Apr 22, 2020	2020-04-22-3-4653

GEISNESS MARVIN P &  
DELENE M  
PO BOX 122  
GEORGETOWN, CO 80444-0122

Situs Address	Payor
	GEISNESS MARVIN P PO BOX 122 GEORGETOWN, CO 80444-0122

### Legal Description

Subdivision: GEORGETOWN Block: 43 Lot: 1 & 2 & GEISNESS-BUCKLEY DIV TRACT A 487/664 SURV  
493/148 GEISNESS BUCKLEY DIV #262664 846/259

Property Code	Actual	Assessed	Year	Area	Mill Levy
1 AC TO L/T 5 AC - 0520	78,890	22,880	2019	020	71.932

### Payments Received

Check \$1,645.80  
Check # 6482

### Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax	\$1,645.80	\$0.00	\$1,645.80	\$0.00
				\$1,645.80	\$0.00
Balance Due as of Apr 22, 2020					\$0.00

CCTS, Inc.  
P.O. Box 194  
Georgetown, CO 80444

January 27, 2021

Mr. Kent Brown  
Town of Georgetown  
P.O. Box 426  
Georgetown, CO 80444

Dear Kent:

On behalf of property owner Marvin Geisness, this letter, along with the attached documents, satisfies the narrative requirements of the Conceptual Subdivision Plan Checklist for the Town of Georgetown, Colorado as it relates to the proposed subdivision of the Washington Mill Site located in the 900 block of Main Street and Biddle Street. The intent of the subdivision is to establish six lots from the existing 0.94 acre parcel. All proposed lots meet the minimum dimensional and area requirements established for the Historic Residential Zoning District within which it lies. The subdivision will create three lots fronting Main Street, two lots fronting Biddle Street, and one lot which will front both Biddle and Main. As is typical of existing lots east of and along Main Street, the lots exhibit moderate slope from east to west. No exceptions to any zoning or design district regulations are proposed. The following sections and attached figures provide additional information regarding the proposed subdivision.

Significant topographic features

- Natural and artificial drainage ways: None
- Ditches: None
- Lakes: None
- Approximate flooding limits based on available information: None
- Vegetative cover: Native grasses, sparse native coniferous and deciduous shrubs and trees
- Rock outcrops: None, some large boulders
- Apparent geologic features: None
- Excavations: None
- Mine shafts: None

Proposed land use

- General location and type of housing units and non-residential buildings: Single family residential units located within building envelopes established by zoning regulations for Historic Residential District
- Total square footage and percentage of lot coverage of all buildings and structures: As governed by zoning regulations for Historic Residential District
- Location of parks and open space, off-street parking, drainage, sewer, water, gas, electric and telephone facilities, and any other site improvements: Off-street parking for each new residential structure will be provided in accordance with the zoning regulations for the Historic Residential District. Drainage, sewer, water, gas, electric and telephone will be access directly to each lot located along Main Street and via 10 foot access and utility easements for the lots located along Biddle Street.



Basic internal road and pedestrian access system and the surrounding road system providing access to the site: All lots are located adjacent to existing public rights of way.

All existing structures, utilities and other physical features which could affect the proposed development: There are no existing structures or utilities on the site. Overhead electric is available along Main Street. Water and sewer utilities are available on a portion of Biddle Street. The project will include installation of water, sewer, and natural gas infrastructure in Main Street.

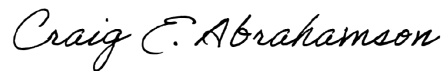
Sufficient land survey data to identify the land being developed or subdivided: Legal Description: GEORGETOWN Block: 43 GEISNESS-BUCKLEY DIV TRACT A 487/664 SURV 493/148 GEISNESS BUCKLEY DIV #262664 846/259

All recorded easements or rights-of-way which could affect the proposed development: There are no recorded easements or rights-of-way on the subject property.

Statement of Intent: The proposed subdivision complies with the letter and intent of the underlying zoning district (Historic Residential) without exception. All lots meet the minimum area and dimensional requirements of the district regulations and no exceptions as it relates to building setbacks, building height, lot coverage or building area are proposed. Further, no exceptions to the Design Review Guidelines for the design area (Historic Residential) are requested. The design for each proposed structure will be submitted as an individual application for a Certificate of Appropriateness. There is no proposed open space dedication.

Schedule of Development: It is the intent of the developer to begin installation of utility infrastructure in March of 2021 with completion in May of 2021. Overall site grading is anticipated to begin in Spring 2021 with construction of the first single family residence shortly thereafter.

Sincerely,

A handwritten signature in black ink that reads "Craig E. Abrahamson". The signature is written in a cursive, flowing style.

Craig E. Abrahamson, P.E.

From: **Craig Abrahamson** cctscolorado@gmail.com  
Subject: Letter of Representation  
Date: November 5, 2020 at 5:02 AM  
To: Marvin Geisness m.geisness@comcast.net

Marv:

Please print and sign the attachment. I will pick it up from you and scan it, then send it to Martin Landers with the revised submission.

--  
Craig E. Abrahamson, P.E.

**Marvin Geisness**  
P.O. Box 122  
Georgetown, CO 80444

November 4, 2020

**Mr. Kent Brown**  
Town of Georgetown  
P.O. Box 426  
Georgetown, CO 80444

Dear Kent:

I, Marvin Geisness, authorize Craig Abrahamson to act as my agent regarding the application for major subdivision for the parcel known as Washington Mills located in Georgetown, Colorado.

Sincerely,

Marvin Geisness

*Marvin P. Geisness*  
*Mar Washington Mills LLC*

Owner Name	Owner Address (line 1)	Owner Address (line 2)	Owner Address (city)	Owner Adc	Owner Address (zip)	Site Address
ABRAHAMSON CRAIG E & DANA K	PO BOX 314		GEORGETOWN	CO	804440314	815 MAIN ST
ALEXANDER DONA J	PO BOX 98		GEORGETOWN	CO	804440098	1003 MAIN ST
ARCHDIOCESE OF DENVER OUR LADY OF LORDES	ATTN: REAL ESTATE DEPARTMENT	1300 SO STEELE STREET DENVER		CO	80210	902 TAOS
ATCHISON ROBERT T & SANDRA DALLAS	2552 EAST ALAMEDA AVE NO ADDRESS LAST DOCUMENT OF RECORD	UNIT 126 190/257 2/18/1918	DENVER	CO	802093330	910 TAOS ST
BAUMAN GEORGE A						
BROWN MATTHEW HARCOURT & ELIZABETH MAURINE						
MONTGOMERY	6327 S OLIVE STREET		CENTENNIAL	CO	80111	902 MAIN ST
BUCKLEY DRAXY B	PO BOX 523		GEORGETOWN	CO	804440523	906 MAIN ST
BUCKLEY THOMAS L	PO BOX 8		GEORGETOWN	CO	804440008	811 GRIFFITH ST
CAPITAL PRIZE MINE I LLP A COLO LLP	8981 KITTIWAKE ST		LITTLETON	CO	80126	
CAPITAL PRIZE MINE V LLP	8981 KITTIWAKE ST		LITTLETON	CO	80126	
CLAIRE INVESTMENT TRUST	2301 6TH AVENUE		FORT WORTH	TX	76110	800 MAIN ST
DIETZ CAROL W	PO BOX 441		GEORGETOWN	CO	80444	918 TAOS ST
DOLORES MARIE HARR LIV TR CARROLL R & DOLORES						
HARR TTEE	HARR FAMILY TRUST					1025 BIDDLE ST
DUNCAN FAMILY TRUST	2 BOREALIS WAY		CASTLE ROCK	CO	80108	1015 MAIN ST
FASELT CAROLYN & GARY FASELT	810 S YORK STREET		DENVER	CO	80209	806 BIDDLE ST
FICKES BRENT & ROBIN	12834 W 81ST AVE		ARVADA	CO	800052973	809 MAIN ST
FIRST PRESBYTERIAN CHURCH OF GEORGETOWN	BOX 920		GEORGETOWN	CO	80444	924 TAOS ST
FRYDENLUND SHERRY L	PO BOX 427		GEORGETOWN	CO	804440427	908 GRIFFITH ST
GEISNESS MARVIN P & DELENE M	PO BOX 122		GEORGETOWN	CO	804440122	
GIBBS KARIN E	PO BOX 309		GEORGETOWN	CO	804440309	203 09TH ST
GLICK AMANDA J & FORREST Q GLICK	PO BOX 492		GEORGETOWN	CO	80444	1012 GRIFFITH ST
GOOSMANN MARK A	PO BOX 1013		GEORGETOWN	CO	80444	1008 TAOS ST
GOOSMANN MARK A & JEANNE P GOOSMANN	PO BOX 1013		GEORGETOWN	CO	80444	810 BIDDLE ST
GRAHAM RONALD D TRUST SHARE OF THE DON &	2463 SOUTH LAREDO					
MARTHA GRAHAM TRUSTS	STREET		AURORA	CO	80013	922 GRIFFITH ST
GREENLEAF TRISTEN L & JONATHAN GREENLEAF	PO BOX 2498		GRANBY	CO	804462498	920 TAOS ST
GUSTAFSON CARL S & MARY F	1011 GREENWOOD AVE		CANON CITY	CO	812123439	900 GRIFFITH ST
HARR FAMILY TRUST &	801 LEYDEN ST		DENVER	CO	80220	1025 BIDDLE ST
HISTORIC GEORGETOWN INC	PO BOX 667		GEORGETOWN	CO	804440667	912 BIDDLE ST
HONNECKE ASHTON VON & CHASE J HONNECKE	2822 FEDERAL BLVD		DENVER	CO	802114118	
HUNNINEN KATHERINE M	PO BOX 986		GEORGETOWN	CO	804440986	806 GRIFFITH ST
JOHNSON VIOLET J	PO BOX 534		GEORGETOWN	CO	804440534	1009 MAIN ST
KELLY MARGARET	NO ADDRESS LAST DOC OF RECORD	9/21/1874 BOOK 28, PA				
KLINGENMEIER RICHARD A & VICTORIA L						
KILINGENMEIER	PO BOX 172		GEORGETOWN	CO	80444	810 MAIN ST
KOPEL DOLORES	1755 GLENCOE ST		DENVER	CO	802201342	1008 MAIN ST
LANDAU PENNY	573 ASPEN ROAD		GOLDEN	CO	80401	1013 GRIFFITH ST
LANDAU PENNY	573 ASPEN ROAD		GOLDEN	CO	80401	1013 GRIFFITH ST
LEYENDECKER BARBARA B TRUSTEE	PO BOX 272222		FORT COLLINS	CO	80527	814 BIDDLE ST

LINSCOTT SAMUEL K	% ROBINSON & ROBINSON	4105 EAST GIRARD AVE	DENVER	CO	80222	
LOEFFLER ROBERT W	PO BOX 114		GEORGETOWN	CO	804440114	806 MAIN ST
MCCOLLOM KIM IDEN & JANNA RUTH	PO BOX 624		GEORGETOWN	CO	804440624	1014 MAIN ST
MCDONOUGH TIMOTHY PAUL	PO BOX 958		SILVER PLUME	CO	804760958	800 GRIFFITH ST
MCMICHAEL GREGORY A & RENEE A	108 LOOKOUT DR N		FAIRFIELD	CT	068251823	300 08TH ST
MCNAMARA CATHLEEN B	360 S MONROE ST	APT 420	DENVER	CO	802093729	913 GRIFFITH ST
MORRELL KRISTI S	PO BOX 125		GEORGETOWN	CO	804440125	301 09TH ST
OAKLEY RAYDA L	PO BOX 431		GEORGETOWN	CO	804440431	819 VALLEY VIEW DR
OAKLEY REGAN	PO BOX 431		GEORGETOWN	CO	804440431	817 VALLEY VIEW DR
PERRY DAVID A & VICKI S	11854 W BELMONT DRIVE		LITTLETON	CO	801276244	814 MAIN ST
REYNOLDS MARK & KRISTIN REYNOLDS & BRIAN						
CARLSON	PO BOX 68		GEORGETOWN	CO	804440068	1002 MAIN ST
RGB LLC	PO BOX 724		GEORGETOWN	CO	804440724	906 GRIFFITH ST
ROSSINO MICHAEL T & SHARON O	PO BOX 463		GEORGETOWN	CO	80444	812 GRIFFITH ST
SASSOON ALEX	PO BOX 1692		DILLON	CO	80435	1009 GRIFFITH ST
SCHNITTGRUND GEORGE R &	RITA T	PO BOX 724	GEORGETOWN	CO	804440724	400 09TH ST
SHIMON SHIRLEY J	PO BOX 263		GEORGETOWN	CO	804440263	400 10TH ST
SPATER JUDITH A	5048 LINK COURT		WHITEHALL	OH	43213	809 BIDDLE ST
	300 N STATE PKWY APT					
STAVY MICHAEL N	4434		CHICAGO	IL	60654	907 MAIN ST
STERN PATRICIA F	PO BOX 549		GEORGETOWN	CO	804440549	916 GRIFFITH ST
SULLIVAN G CAROLE	PO BOX 1073		GEORGETOWN	CO	804441073	901 MAIN ST
TOMASI JULIUS W & APRIL D THOMAS	PO BOX 1039		GEORGETOWN	CO	804441039	1021 MAIN ST
TOWN OF GEORGETOWN	PO BOX 426		GEORGETOWN	CO	80444	
TROIA TRACY	PO BOX 85		GEORGETOWN	CO	804440085	811 MAIN ST
VANHEESCH AMY JOY & TAMMY LOU WOOLERY	PO BOX 756		GEORGETOWN	CO	804440756	1016 GRIFFITH ST
WERLIN PETER K & KIMBERLY S	PO BOX 533		GEORGETOWN	CO	804440533	1002 TAOS ST
WINFREY SAMUEL D	PO BOX 1127		GEORGETOWN	CO	80444	301 10TH ST
WOODFORD TODD & JESSICA MARIE STOUT	PO BOX 1074		GEORGETOWN	CO	80444	1010 GRIFFITH ST
YAVORSKY KIM	PO BOX 161		GEORGETOWN	CO	80444	926 GRIFFITH ST
ZAJI KILAM LLC	4008 LOUETTA RD STE 252		SPRING	TX	77388	

CCTS, Inc.  
P.O. Box 194  
Georgetown, CO 80444

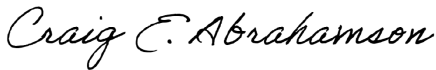
November 5, 2020

Mr. Kent Brown  
Town of Georgetown  
P.O. Box 426  
Georgetown, CO 80444

Dear Kent:

On behalf of property owner Marvin Geisness, this letter is intended to document that we have conducted a search of available public records regarding mineral rights ownership for the subject property known as the Washington Mills and that no indication that any such rights exist was discovered.

Sincerely,

A handwritten signature in cursive script that reads "Craig E. Abrahamson". The signature is written in black ink and is positioned above the printed name.

Craig E. Abrahamson, P.E.

**TOWN OF GEORGETOWN, COLORADO  
SUBDIVISION IMPROVEMENTS AGREEMENT  
FOR THE WASHINGTON MILLS DEVELOPMENT**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Washington Mills, LLC, a \_\_\_\_\_ limited liability company, whose address is P.O. Box 122, Georgetown, Colorado 80444, hereinafter referred to as the "Owner," and the Town of Georgetown, a municipal corporation of the State of Colorado ("State"), whose address is 404 6<sup>th</sup> Street, PO Box 426, Georgetown, Colorado 80444, hereinafter referred to as the "Town" and together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner is the owner of that certain real property located within Georgetown and described on **Exhibit A-1** and depicted on **Exhibit A-2**, each attached hereto (the "Property");

WHEREAS, Owner has submitted an application for development of the Property known as the Washington Mills Development (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project, certain improvements, which are more particularly described on **Exhibits B** and **C** attached hereto (hereinafter the "Improvements") must be constructed; and

WHEREAS, the Town and the Owner recognize and agree that the Project will require construction of the Improvements described on **Exhibits B** and **C**; and

WHEREAS, the Town and Owner desire to evidence their agreement regarding the construction of these Improvements.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Purpose and Scope.** This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of development of the Property.

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

- a. **Exhibit A-1:** Legal Description of the Property.
- b. **Exhibit A-2:** Depiction of the Property.
- c. **Exhibit B:** Improvements Quantities and Cost Estimates.

- d. **Exhibit C:** Wet-stamped engineering plans ("Wet Stamped Engineering Plans") prepared by Clear Creek Technical Services, Inc. dated \_\_\_\_\_, 2021 submitted to and approved by the Town, and included as a part of this Agreement (together with any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".
- e. **Exhibit D:** Form of Partial Release of Letter of Credit.

### **3. Improvements To Be Constructed.**

- a. Owner shall install the Improvements described in **Exhibits B and C** and shall be responsible for all associated costs. The Parties acknowledge that the costs and quantities set forth on **Exhibits B and C** are estimates and that the actual costs and quantities may vary from such estimates. Owner agrees to pay actual costs.
- b. Before beginning any site work for the Improvements or the construction of any Improvements (together, the "Work"), the Owner shall submit to the Town final construction plans for the Improvements which have been stamped and signed by the engineer(s) who prepared the Engineering Plans. The Owner agrees that the Improvements shall be constructed in accordance with the approved Engineering Plans. The Owner agrees to adhere to all United States ("Federal"), State, and Town rules and regulations during construction.
- c. The Owner shall not modify the approved Engineering Plans or construction methods, means, materials or locations for any of the Improvements without the prior written approval of the Town.

**4. Rights-of-Way and Easements.** With the exception of temporary construction easements, the Owner shall provide and dedicate all necessary rights-of-way and easements related to the site development and the construction of the Improvements as shown on the final approved and recorded plat for the Project (the "Plat"). The Owner shall also be responsible for acquiring all other applicable easements, permits and licenses necessary for the construction of the Improvements.

**5. Plans and Drawings.** The Owner will furnish to the Town, at Owner's cost, five (5) copies of the Wet Stamped Engineering Plans and all supplemental plans, drawings and specifications relating to the Improvements and overall site development which shall be prepared, stamped and certified by a licensed, registered Professional Engineer (P.E.), hereafter referred to as the "Design Engineer" or "Engineer of Record." The Owner shall furnish the Town with three (3) paper copies of the Engineering Plans showing the constructed Improvements

in their as-built locations prior to the Town's acceptance of the Improvements. The Owner will provide, at its cost, shapefiles on a flash drive of the "as-built" drawings, which will be added to the Town's GIS system.

**6. Owner's Costs.** The Owner shall be responsible for all costs including but not limited to design, construction, inspection and certification, performance and guarantee during construction and the following warranty period, as well as any other administrative or legal expenses attributable to the Improvements to be constructed.

**7. Cost Estimate for Improvements.** In order to secure for the construction and installation of the Improvements such that the Town has sufficient funds to complete the construction should the Owner default, the Owner has estimated the costs of Improvements to be installed as itemized in **Exhibit B** (the "Cost Estimates"). The Town has, in good faith, reviewed and approved the Cost Estimates and the Town acknowledges the Cost Estimates include all fees and costs imposed by the Town for the construction and installation of the Improvements. The Owner agrees to pay the actual costs pertaining to the construction of the Improvements.

**8. Security.**

- a. The Owner shall secure for all of its obligations under this Agreement in respect of the Improvements by furnishing to the Town in either cash or via letter of credit ("Letter of Credit") the amount of 115% of the Cost Estimates, in a form acceptable to the Town issued by a Colorado bank, a national banking association, or another lender acceptable to the Town (the "Issuer"). The Letter of Credit required by this Section 8(a) shall be provided to the Town on the earlier of the commencement of the construction of the Improvements or April 1, 2018.
- b. If the Owner fails to perform or observe any obligation or condition required by this Agreement, then the Town shall deliver written notice to Owner specifically describing such default or defaults ("Default Notice"). Owner shall, after receipt of the Default Notice, have thirty (30) days to cure the default or defaults described in the Default Notice, unless the default or defaults cannot reasonably be cured within thirty (30) days, then the Owner shall have ninety (90) days, or such greater amount of time as reasonably permitted by the Town, after receipt of written notice from the Town to cure (collectively, the "Cure Period"). If any default described in the Default Notice remains uncured after expiration of the Cure Period, the Town may either: (i) cure the default at the Owner's expense and



draw on the Letter of Credit from time to time to pay the costs the Town incurs in connection therewith, or (ii) issue written notice advising the Owner that specific Improvements constructed in question have been deemed unacceptable until the Owner complies with all obligations and conditions within this Agreement.

- c. The procedures for drawing on the Letter of Credit shall apply whether there may be one or more defaults, or a succession of defaults on the part of the Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by the Owner, the Town shall allow partial releases of the Letter of Credit as construction of the Improvements progresses in accordance with Georgetown Municipal Code Section 17.28.070(b). Partial releases shall be considered only for the completion of Improvement items and quantities as identified within **Exhibits B and C**. Partial release requests shall be made in writing and shall be accompanied by appropriate records documenting the Improvement items completed, the quantities, lengths and/or limits and the cost amounts. This documentation may include, but is not limited to, copies of bills and paid invoices, the schedule of values for the Work performed and a schedule of values summarizing the Work remaining as well as any other supporting documentation requested by the Town. The Town may elect to inspect the Improvements to verify their completion and shall determine the amount of the partial reduction within ten (10) business days following its receipt of the request. If the Town agrees that the amount of the partial release request appears to be in proper proportion for the amounts of the completed (and remaining) Improvements and that the Improvements have been constructed in accordance with the approved Engineering Plans and any other applicable requirements of this Agreement, then the Town shall release a portion of the Letter of Credit. The amount of the partial release shall be the amount or quantity of the Improvement completed as identified in paragraph 8.b. above. Partial release requests, as may be amended or supplemented in response to Town comments, shall be made no more frequently than once per calendar month.
- e. No determination by the Town of construction performed nor any partial release of any portion of the Letter of Credit shall be deemed as acceptance of Improvements by the Town.

**9. Completion.** Before any Certificate of Occupancy can be issued within the Project (other than for facilities required as part of the Improvements and as described in **Exhibits B and C**), all Improvements must be completed,

inspected, approved and accepted by the Town pursuant to the Town's Municipal Code. However, a Certificate of Occupancy shall be issued by the Town for buildings and structures within the Project, from time to time, prior to the completion of all Improvements, so long as all three of the following conditions are met: (i) the Owner provides the Town a Letter of Credit from an Issuer in an amount of 115% of the cost of the outstanding Improvements, and (ii) all other requirements for the portion of the Project seeking a Certificate of Occupancy have been satisfied. All Improvements shall be completed in accordance with the approved plans, drawings, and specifications, within two (2) years after approval of the Project by the Town. Extension of time for completion of Improvements may be considered by the Town for good cause shown, which shall include force majeure events as described in Section 21(e) hereof.

**10. Materials and Workmanship.** Unless otherwise approved by the Town in writing, all materials to be used for constructing the Improvements shall be new, and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the Town), the Owner shall furnish the Town with the name of the manufacturer of equipment and materials which it contemplates using for the construction of the Improvements. The Owner shall also furnish information on capacities, efficiencies, sizes, etc., and any additional information as may be requested by the Town. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used for the Improvements without the Town's approval shall be at the risk of subsequent rejection.

**11. Work Specifications.** All Work done under this Agreement shall be completed to the lines, grades, and elevations and shall be constructed with the materials and means shown on the Engineering Plans, drawings and specifications approved by the Town. The Owner shall keep the Town informed, at least five (5) calendar days in advance, of the times and places at which it wishes to undertake the construction progress. Any Work done without being properly located and established by base lines, offset stakes, benchmarks, or other staking in accordance with the approved Engineering Plans may be ordered removed and replaced at the Owner's cost and expense. The Town and/or the Inspector shall issue written notice to the Owner regarding any construction or activity which the Town deems unacceptable. All stakes, bench marks, and other survey points shall be preserved by the Owner until the Improvements have been accepted by the Town.

**12. Protection.**

- a. The Owner shall keep and maintain all of the Improvements in good order and condition until the Town formally accepts the Improvements. The Owner shall, at its cost, repair or replace any

damage to or destruction of the Improvements that occurs prior to such acceptance by the Town, except to the extent that such damage or destruction is caused by agents or employees of the Town.

- b. The Owner shall take all steps in accordance with the Town, State or Federal law, regulation or duly adopted rule (collectively, "Law") to prevent its construction activities from causing bodily injury to person, including, without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.
- c. In addition to complying with erosion control measures described in the Engineering Plans, the Owner shall take all steps in accordance with Law to prevent its construction activities from harming water quality, water bodies and wetlands. The Owner shall be responsible for obtaining all applicable State and/or Federal construction stormwater permits required by Law prior to commencement of Work.

**13. Construction Inspection.** Inspection shall be provided to assure that all Work is performed in accordance with the approved Engineering Plans, and with the terms of this Agreement. The Owner is responsible for the cost of inspection services related to construction of the Improvements. Full time inspection shall be provided by the Owner's Engineer, unless an alternative method or schedule is approved by the Town in writing. The Inspector and inspection schedule shall be selected the Town, subject to the commercially reasonable approval of Owner. The Inspector(s) as described above (hereinafter referred to as "Inspector") will inspect the construction materials and will observe construction of the Improvements to be dedicated to the Town to ensure they have been constructed in compliance with the approved Engineering Plans and specifications, and with the Town's standards and regulations. The Inspector shall document observation of construction on a daily basis and on a form acceptable to the Town, which may also include photo and video documentation. In the event there may be questions or concerns at any time about the quality of construction and/or materials, or methods used during construction, the Town may issue written notice advising the Owner that specific Improvements in question have been deemed unacceptable.

- a. The Inspector shall notify the Owner within twenty-four (24) hours of all construction or material defects, or problems with the construction, either noted by the Inspector, or presented to the inspector by the Owner's Engineer, or the Town. Such claims may include any matter relating to the materials being used, execution and progress of the work, or interpretation of this Agreement including the approved plans and/or specifications. Any subsequent

recommendations or proposed revisions from the Owner's Engineer shall be subject to the final review and decision of the Town's Public Works Director or his or her designee.

- b. The Inspector shall make daily estimations of amounts and quantities of work performed hereunder.
- c. The Inspector and the Town shall have free access to the Work at all times after providing advance notice to Owner of any on-site inspection of the Work. The Owner shall furnish both Inspector and the Town with the means for ascertaining whether the Work being performed or the Work which has been completed is in accordance with the approved Engineering Plans, specifications and the Town's Engineering Standards.
- d. The Inspector will in no way be responsible for how the Work is performed, including safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. The Town hereby designates the Public Works Director or his or her designee(s) as representatives with authority to speak for the Town, and with whom the Inspector shall communicate on all matters provided for in this Agreement.
- f. Inspections may extend to all or any part of the Improvements and to the preparation or manufacture of the materials to be used for the Improvements. The Inspector will not be authorized to alter the provisions of this Agreement or any specifications, or to act as foreman for the Town or the Owner. The Owner agrees to pay for reasonable, out-of-pocket costs associated with the Inspector and all related inspection services reasonably incurred with the inspection of the Work.
- g. The Owner agrees to pay the Town the cost for the examination of submitted plans and the inspections of the work.

**14. Quality of Work.** If at any time it is determined by the Town or the Inspector that substandard material, not conforming to the requirements of the approved Engineering Plans and specifications has been delivered for the inclusion in the Improvements or has been incorporated in the Work, or if Work shall have been performed of inferior quality, then such material or Work shall be considered as defective and shall be removed and replaced at the Owner's expense.

- a. Any failure to earlier detect defective design, material, or workmanship shall not impair the Town's right to a completed and functional project constructed per the approved Engineering Plans

and specifications as well as applicable engineering standards and regulations.

- b. If the Inspector or the Town discovers defective materials, whether before, during or after installation and if the Owner fails to replace rejected materials, the Town may issue written notice advising the Owner that these materials and the related Improvements will be deemed unacceptable.
- c. If the specifications, the Owner's Engineer's instructions, or requirements of any public authority, including the Town, require any Work to be specially tested or approved, the Owner shall be responsible for performing such testing and shall be responsible for the cost of such testing, obtaining passing test results and providing reports of those results to the Inspector and the Town as quickly as possible, and prior to commencing further work. If any Work is covered without approval of the Inspector, the Inspector and/or the Town may order the Work to be uncovered for examination and inspection. If the Owner fails to comply with these requirements, the Town may issue written notice advising the Owner that specific Improvements in question will be deemed unacceptable.
- d. Reexamination of Work or materials may be ordered by the Inspector or the Town. If so ordered, the Work or materials must be uncovered by the Owner. If such Work or materials are found to be in accordance with this Agreement and the plans, drawings and specifications approved by the Town, the party requiring the reexamination shall pay the costs of uncovering, reexamination, replacement, and restoration of the site. If such Work or materials shall be found not in accordance with this Agreement and the plans, drawings and specifications approved by the Town, the Owner shall pay such cost.
- e. In the event that adverse site or climatic conditions exist which may damage or endanger work, the Town may issue written notice within two business days of such adverse site or climatic condition, advising the Owner that Improvements constructed during these conditions will be deemed unacceptable.

**15. Final Inspection.** When the Work specified in this Agreement is completed and the final clean-up has been performed, the Owner shall notify the Town and shall provide a letter, in a form acceptable to the Town, from the Owner's Engineer certifying that all Improvements have been constructed in accordance with the approved plans and specifications. The Town will, within ten (10) working days after such notice, make its final inspection. If such inspection determines that the construction of the Improvements appears to have been

completed in accordance with the Engineering Plans and the other requirements of this Agreement, and all Improvements appear to be operating correctly, the Town will accept the Improvements by issuing a Certificate of Completion within ten (10) days of the date of the Final Inspection. If the inspection reveals the Work has not been completed in accordance with the Engineering Plans and the other requirements of this Agreement, or is not functioning or may not function correctly, the Owner shall be notified in writing and shall promptly correct the deficiency within a commercially reasonable time at its cost and, following the completion of such corrective work, reissue its notice of completion to the Town. The re-inspection process and timeframes will be subject to the above schedule.

**16. Acceptance of Improvements.** The Town shall not accept responsibility for ownership, operation and maintenance of the Improvements until all Improvements have been completed by the Owner, have passed final inspection by the Town and have subsequently received final acceptance thereof by the Town. Upon written request by the Owner for a Certificate of Completion, and provided that all of the payments and other performances within this Agreement have been made and completed by the Owner, the Town will issue the Certificate of Completion whereupon such specified Improvements shall be owned, operated and maintained by the Town, unless specific conditions are stated otherwise within the Certificate of Completion. Upon issuance of the Certificate of Completion, "Improvements to be dedicated to and owned by the Town" as described in **Exhibit B** shall be deemed approved and accepted by the Town, unless specific conditions are stated otherwise within the Certificate of Completion. All other Improvements which will not be dedicated to the Town for ownership, as described in **Exhibit B**, shall be inspected by a private inspector, approved by the Town, who shall provide the Town with a written Certification of Compliance with the approved plans and specifications for those constructed Improvements.

**17. Warranty and Guarantee.** The Owner hereby warrants and guarantees to the Town that the Improvements will be fully functional and free of all defects in design, materials, construction and function for a period of one (1) year from the date of their final acceptance by the Town. Security shall be deposited to warrant the Improvements against defects during the one year warranty period. Such warranty security shall be posted in the amount of fifteen percent (15%) of the total construction cost of the Improvements for the one year warranty period and shall be provided either as cash or via letter of credit in a form acceptable to the Town and issued by an Issuer.

- a. The Owner warrants that upon acceptance of the Improvements by the Town, title to all Work performed and materials and equipment furnished in respect thereof will pass to the Town free and clear of all liens, encumbrances, security interests, bailments, conditional sales

contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.

- b. Owner warrants that all Work performed and materials and equipment furnished in respect of the Improvements are new; of good quality; free from all faults and defects; and in compliance with the approved plans and specifications. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective and shall be removed and replaced at the Owner's cost.
- c. If, within the applicable warranty and guarantee period set forth above, any of the work, materials or equipment is found to be, or becomes defective or deficient, the Owner shall, without cost to the Town, correct the defect or deficiency promptly after receipt of notice from the Town.
- d. The warranty and guarantee periods set forth above may be extended by the Town for any remedial or repair work that may be necessary within the first year after the issuance of the Certificate of Completion for the Project. Additionally, the warranty and guarantee period for remedial or repair work shall for be one (1) year after the date of performance of the remedial or repair work. Security for the remedial or repair work shall also be retained by the Town throughout this extended period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and the Owner has failed to respond in a timely manner, the Town may act immediately to suspend Work on the Project. If the Owner fails to promptly correct any defect or deficiency where notice has been given to the Owner, the Town may undertake the necessary remedial effort. In either event the Owner shall immediately reimburse the Town for all costs. Nothing contained herein shall impose any duty upon the Town to act for the Owner in an emergency.
- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by the Town. The establishment of all warranty and guarantee periods shall not be construed to create a period of limitation for commencement of any legal proceedings brought for a breach of the warranty, which shall be governed by the applicable statute of limitations.

**18. Certificate of Occupancy Contingency.** The Parties hereby agree that the Town may withhold any Certificate of Occupancy for any residential unit until the Improvements have been completed and accepted by the Town in accordance

with Section 16 hereof. Additionally, the Owner intends to convey completed residential units to third party purchasers (rather than vacant lots). Any deed of trust for the benefit of a lender (including lender's power of sale pursuant thereto), transfer of common elements pursuant to the recording of a condominium map, or the sale of all of the Property during the term of this Agreement, Owner shall not convey a fee interest in any portion of the Property without a Certificate of Occupancy for such portion of the Property. This sale restriction shall terminate upon the acceptance of the Improvements by the Town in accordance with Section 16.

**19. Notice.** When any faulty condition in the Improvements is found, the Town shall serve notice to the Owner of this condition (the "Faulty Condition Notice"). Upon receipt of said notice the Owner shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to the Town. The expiration date for the repaired or replaced work shall be one (1) year from the date of the repair or replacement. Security in the amount of the actual cost of repair and/or replacement shall be retained for this extended one (1) year period. In the event the Owner fails to make such repairs or replacements within a commercially reasonable time, the Town shall have the right to do so in the manner described herein and shall have the right to serve the Owner's Issuer and/or surety with the Faulty Condition Notice. If, in repairing its own Work, the Owner damages the work or property of others, the repair and payment for such shall be the Owner's responsibility.

**20. Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Georgetown  
Town Administrator

404 6th Street  
PO Box 426  
Georgetown, Colorado 80444

With a copy to:

Attn: Gerald Dahl  
Murray Dahl Kuchenmeister &  
Renaud LLP

Owner:

Washington Mills, LLC  
P.O. Box 122  
Georgetown, Colorado 80444

With a copy to:



710 Kipling Street, Suite 300  
Lakewood, CO 80215

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

**21. Remedies.** In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, the Town may refuse to further process any site development or building permit application for property owned, in whole or in part, by the Owner.

**22. Indemnification.**

- a. The Owner hereby expressly binds itself to indemnify and save harmless the Town and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them; any loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any person, firm or corporation that is caused by the Work or the Improvements and only if such injury or damage occurs during the construction of the Improvements or the applicable warranty period. This indemnification shall expire and extinguish upon the expiration of the warranty period. Any person or entity seeking recovery pursuant to this Section 21(a) must give written notice to Owner no less than 30 days prior to commencing an action for recovery in a court of law. Any action for recovery pursuant to this Indemnification must be filed in a court of appropriate jurisdiction no later than one year from the date of injury or the applicable statute of limitations, whichever is less.
- b. The indemnity contained in this Section 21 benefits the Town and its agents only. This Section confers no benefit or right upon any third party.
- c. The Town does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.

**23. Additional Conditions.**

- a. **Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Town's Municipal Code requirements and other applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Clear Creek County district court.
- b. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. **Complete Agreement.** Except for that certain Development Agreement for the Rose Mill Development executed simultaneously herewith (the "Development Agreement"), this instrument embodies the whole agreement of the Parties. Except for the Development Agreement, there are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- d. **Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Clear Creek County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. The Owner shall be released from further obligation hereunder in the event of sale of the Property or portions thereof; provided however, that any successor, grantee or assignee of the Owner shall be bound hereby, and this document shall have been recorded and serve as a covenant running with and burdening the land described in **Exhibit A-1**, as the burdened property, as an easement in gross for the benefit of the Town. Any reference herein to the Owner shall be deemed to include any purchaser, successor-in-interest or assign of the Owner as to all or any part of the Property. The Owner shall notify the Town in writing within fifteen (15) days after any sale, transfer, or assignment, giving name and address of

transferee, assignee or buyer. This Agreement does not confer any right or benefit to any third party. Upon request of the Owner and after the expiration of the warranty period, the Town hereby agrees to cooperate and execute any document in recordable form reasonably necessary to evidence Owner's satisfaction of the obligations contained herein.

- e. **Force Majeure.** If the Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction over the Property, unavoidable casualties or any other causes reasonably beyond the Owner's control (each a "Force Majeure Event"), then the Owner's time shall be extended for such duration as reasonably requested by Owner upon the Owner's submission of its request for an extension of time with an explanation of the Force Majeure Event and upon agreement by the Town that a Force Majeure Event exists.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the date first set forth above.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

**TOWN OF GEORGETOWN**, a Colorado  
municipal corporation

ATTEST:

By: \_\_\_\_\_  
Lynette Kelsey, Police Judge

\_\_\_\_\_  
Jennifer Yobski, Town Clerk

STATE OF COLORADO                    )  
  )ss.  
COUNTY OF CLEAR CREEK            )

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
Matthew Skeen, Police Judge and by Jennifer Yobski as Town Clerk of the Town  
of Georgetown, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

Washington Mills, LLC, a \_\_\_\_\_  
limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO                    )  
  )ss.  
COUNTY OF CLEAR CREEK            )

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
\_\_\_\_\_, *Title and Company name.*

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

**Exhibit A-1**

**SITE IMPROVEMENTS AGREEMENT**

**Legal Description of the Project**  
(See Attached)

(Legal description continued on next page)

Tract A as shown on Land Survey Plat of Geisness-Buckley Division of Land and Boundary Line Adjustment recorded December 13, 2011 in Book 846 at Page 259, described as follows:

That portion of Block 43 within the Town of Georgetown described as follows:

Beginning at the Southwest corner of Lot 2 of said Block 43, from which corner the Northwest corner of said Block 43 bears North 08°44'14" East, a distance of 50.00 feet;

Thence South 81°21'30" East, a distance of 150.11 feet to the Southeast corner of Lot 1 in said Block 43;

Thence South 08°23'54" West, along the Easterly line of said Block 43, a distance of 291.68 feet to the Northeast corner of that portion of Block 43, described in Book 432 at Page 870 in the records of the Clear Creek County Clerk and Recorder;

Thence North 80°34'52" West, along the Northerly line of said portion of Block 43, a distance of 74.73 feet to the Northeast corner of that portion of Block, 43 described in Book 469 at Page 516 in said records also being the Southeast corner of that portion of Block 43 described in Book 395 at Page 96 in said records;

Thence North 06°51'15" East, along the Easterly line of said portion described in Book 305 at Page 96, a distance of 44.96 feet;

Thence North 80°48'40" West, a distance of 75.64 feet to the Westerly line of said Block 43;

Thence North 08°44'14" East, along said Westerly line, a distance of 245.00 feet to the Point of Beginning.

All in County of Clear Creek, State of Colorado.

## **Exhibit A-2**

**Depiction of Property  
[Draft Plat to be Attached]**



**10TH STREET**  
40' RIGHT-OF-WAY

POINT OF BEGINNING  
SOUTHWEST CORNER OF LOT 2, BLOCK 43, GEORGETOWN

**LOT 2 (EXISTING)**  
FOUND #5 REBAR W/  
PLASTIC CAP L.S.#25373

**LOT 1 (EXISTING)**

**LOT 3**  
5,010 SQ. FT.  
0.115 ACRES

**LOT 8**  
8,274 SQ. FT.  
0.190 ACRES

**LOT 4**  
5,023 SQ. FT.  
0.115 ACRES

**LOT 7**  
6,796 SQ. FT.  
0.156 ACRES

**LOT 5**  
5,037 SQ. FT.  
0.116 ACRES

**LOT 6**  
10,320 SQ. FT.  
0.237 ACRES

**906 MAIN STREET**

**902 MAIN STREET**

**301 9TH STREET**

**9TH STREET**  
40' RIGHT-OF-WAY

**BLOCK 44**

**BLOCK 122**

**SURVEYOR'S CERTIFICATE:**

I, Richard P. Palmer, being a registered land surveyor in the State of Colorado, do hereby certify that this plat of Washington Mills was prepared by me and under my supervision, and the survey and area are true and accurate to the best of my knowledge and belief, and were placed pursuant to Sec. 38-51-105, C.R.S.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Richard P. Palmer, Colorado Registration No. 25375



**PWSI, INC.**

---

LAND SURVEYING   MAPPING   CONSTRUCTION   TRIMBLE GPS

7550 WEST YALE AVE. SUITE B-110  
DENVER, COLORADO 80110  
PHONE: (303) 904-1345  
FAX: (303) 904-1346  
EMAIL: RICK@PWSI.NET

**Exhibit B**

**SITE IMPROVEMENTS AGREEMENT**

**Improvements Quantities and Cost Estimates**

**Improvements to be dedicated to and owned by the Town of Georgetown.  
(Subject to the warranty period.)**

312 linear feet of 8" SDR35 Sanitary Sewer and associated manholes.

439 linear feet of 6" C900 domestic water pipe and associated valves and fire hydrants.

Subtotal \$\_\_118,483

**All other improvements and work items.**

Subtotal     \$\_\_\_\_\_0\_\_\_\_\_

Grand Total \$\_118,483

## **Exhibit C**

### **SITE IMPROVEMENTS AGREEMENT**

#### **Engineering Plans**

The Engineering Plans are incorporated herein by this reference, but not attached and not required to be recorded with this Agreement, but must be placed on file with the Town of Georgetown Public Works Department

**Exhibit D**

**SITE IMPROVEMENTS AGREEMENT**

Form of Partial Release of Letter of Credit

Certificate for the Reduction of  
Amounts Available Under  
Irrevocable Letter of Credit No. \_\_\_\_\_  
Dated \_\_\_\_\_ (the "Letter of Credit")

The undersigned, a duly authorized agent of the Town of Georgetown, Colorado ("Beneficiary"), hereby certifies to \_\_\_\_\_ (the "Issuer") with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, ("Letter of Credit") issued by the Issuer in favor of the Beneficiary, that:

- a) Beneficiary hereby notifies you that, pursuant to that certain Subdivision Improvements Agreement for the \_\_\_\_\_ Project dated \_\_\_\_\_, \_\_\_\_\_, ("Site Improvements Agreement") by and between the Beneficiary and \_\_\_\_\_, the Beneficiary has agreed that the amount available under the Letter of Credit shall be reduced by the amount of \$\_\_\_\_\_, as of the date of this Certificate.
- b) Following the reduction referred to in Paragraph (1) above, together with all prior reductions, the amount available under the Letter of Credit to the Beneficiary is \$\_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this \_\_\_\_\_ day of \_\_\_\_\_.

**TOWN OF GEORGETOWN**, a Colorado  
municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_



GRADING, DRAINAGE, AND EROSION CONTROL PLAN /  
WATER SUPPLY AND WASTEWATER COLLECTION PLAN

PROPOSED SUBDIVISION

WASHINGTON MILLS

CIVIL ENGINEER

CCTS, INC.  
CRAIG E. ABRAHAMSON, P.E.  
612 6TH STREET, UNIT B  
P.O. BOX 194  
GEORGETOWN, CO 80444  
(303) 241-1145

DEVELOPER

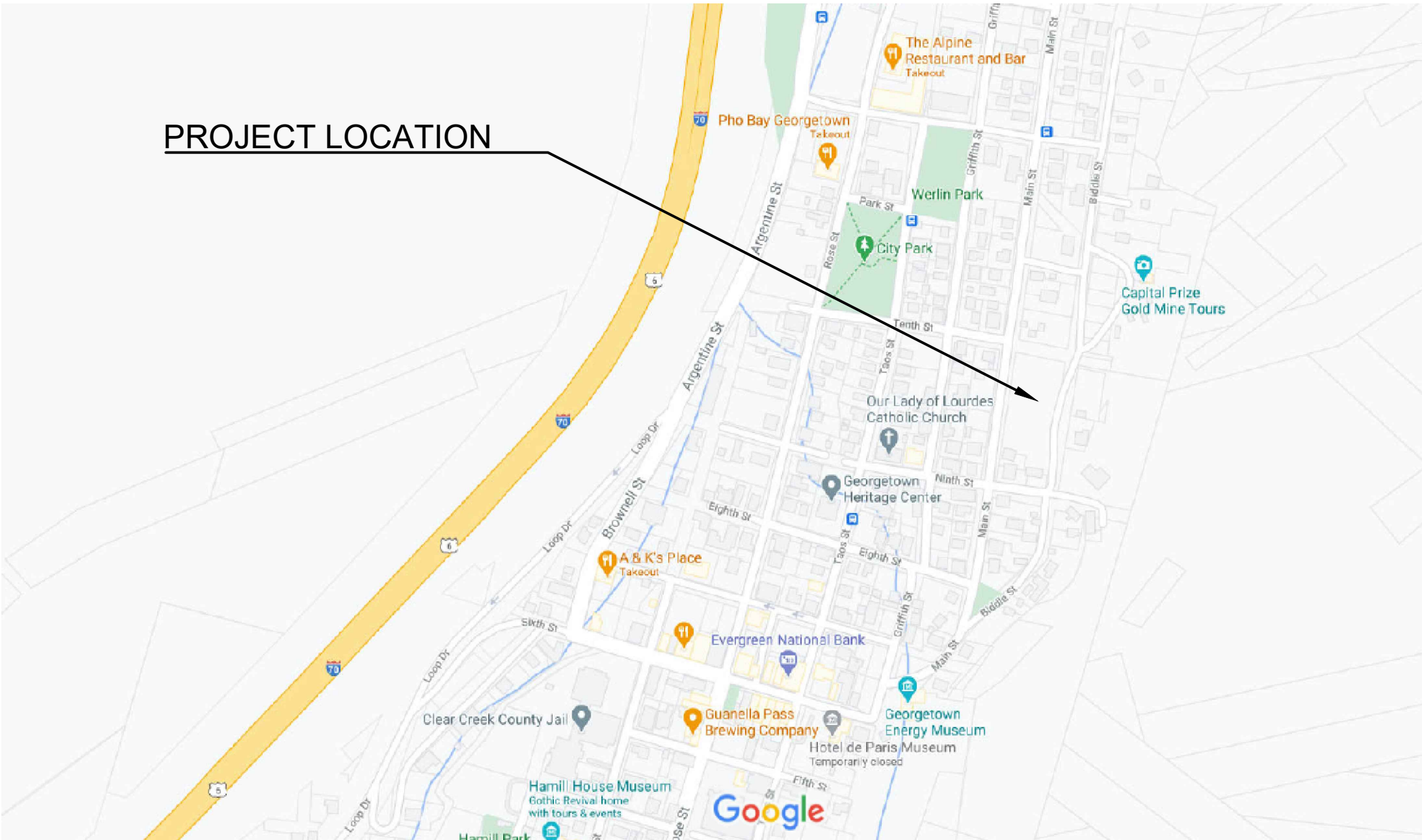
WASHINGTON MILLS, LLC  
ATTN: MARVIN GESNESS

SURVEYOR

PWSI LAND SURVEYORS  
7550 W. YALE AVENUE, SUITE B-110  
DENVER, CO 80227

ARCHITECT

TJP ARCHITECT  
GEORGETOWN, CO



VICINITY MAP  
SCALE: NTS

SHEET INDEX

SHEET C0.1	TITLE SHEET
SHEET C0.2	NOTES SHEET
SHEET C0.3	TEMPORARY BMP PLAN
SHEET C0.4	BMP DETAILS AND NOTES
SHEET C1.0	PLAT MAP
SHEET C2.0	SITE AND GRADING PLAN
SHEET C2.1	STREET PLAN
SHEET C2.2	DRAINAGE EXHIBIT
SHEET C3.0	UTILITY PLAN
SHEET C3.1	UTILITY PLAN AND PROFILE
SHEET C3.2	UTILITY DETAILS
SHEET C3.3	UTILITY DETAILS
SHEET C3.4	UTILITY DETAILS

GENERAL NOTES

THESE PLANS AND SUPPORTING DOCUMENTS HAVE BEEN PREPARED IN ACCORDANCE WITH TOWN OF GEORGETOWN STANDARDS AND REQUIREMENTS. IT IS A SET OF DOCUMENTS AND MUST BE TAKEN IN ITS ENTIRETY AND NOT IN PARTS.

THIS CONSTRUCTION DOCUMENT SET IS NOT A SURVEY. IT IS, HOWEVER, BASED ON A BOUNDARY LINE SURVEY PREPARED BY PWSI SURVEYORS.

THE TOTAL LAND AREA DISTURBANCE FOR THIS PROJECT WILL NOT EXCEED ONE ACRE.

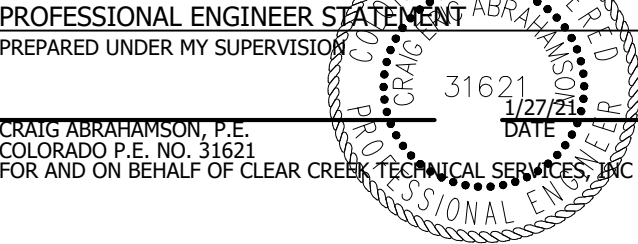
UTILITY CONTACTS

NATURAL GAS AND ELECTRIC  
XCEL ENERGY, KELLI FRIES, 303-445-4540

WATER AND SEWER  
TOWN OF GEORGETOWN, RYAN ZABEL 303-518-3094

COMCAST  
1-800-515-7272

CENTURYLINK  
1-800-573-1311



CCTS, Inc. 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com	
WASHINGTON MILLS RESIDENTIAL DIVISION OF LAND COVER SHEET	
PREPARED FOR: WASHINGTON MILLS, LLC MARVIN AND DELENE GEISNESS P.O. BOX 122 GEORGETOWN, CO 80444 303-569-2901	DATE 12/1/20 REV 01/27/21 PROJECT NO. CCTS C 20-020 SHEET C0.1



GENERAL NOTES

- All final surfacing shall be furnished and installed in accordance with the Town of Georgetown Engineering Standards except where specific deviations have been approved by the Town. See Architectural and Landscape plans for additional hardscape applications.
- The Town and the construction engineer shall be notified at least 48 hours prior to work within the street right of way (sidewalk, street or driveways).
- Colorado state statute requires notification per "Colorado 811" prior to commencing any grading, excavation or underground work.
- Before beginning construction, the Contractor shall comply with the erosion control plan and/or permit.
- The Contractor shall field verify locations and elevations of existing utilities and topographic features prior to commencement of construction activity. The Contractor shall notify the engineer of any discrepancies or variations from the plans.
- The Contractor will be responsible for providing and maintaining traffic control devices such as barricades, warning signs, directional signs, flagmen and lights to control the movement of traffic where necessary. Placement of these devices shall be approved by the Owner prior to placement. Traffic control devices shall conform to the appropriate standards.
- In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the developer or engineer to conduct construction review of the Contractor's performance is not intended to review the adequacy of the Contractor's safety measures in, or near the construction site.
- Any sign or fixture removed within the right of way, or as part of the site work shall be replaced by the contractor in accordance with the city requirements.
- Clear, grub and remove all trees, vegetation and site debris prior to grading. All removed material shall be hauled from the site daily. All clearing and grubbing and removals shall be performed per the plans. Erosion control measures shall be performed per the approved construction documents.
- The Contractor shall saw-but bituminous and concrete pavements as required.
- The contractor shall be required to obtain all permits from authorities and regulatory agencies having jurisdiction over this site and the adjacent right of ways, as required, prior to beginning work.
- Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.
- Do not commence site-clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.
- Protect and maintain benchmarks and survey control points from disturbance during construction.
- Backfill: Soil material used to fill an excavation.
- Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- Fill: Soil materials used to raise existing grades.
- Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
- Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
- Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- Do not conduct work on adjoining property unless directed by Engineer.
- General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- Install Detectable Warning Tape above constructed utilities. Detectable warning tape is defined as: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:1. Red: Electric. Yellow: Gas, oil, steam, and dangerous materials. Orange: Telephone and other communications. Blue: Water systems. Green: Sewer systems.
- Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

WATER SYSTEM

The requirements of Section 3.30.0 "Construction Specifications" of the Town of Georgetown Engineering Standards, 2017 Edition are incorporated herein by reference.

SANITARY SEWER

The requirements of Section 4.39.0 "Construction Specifications" of the Town of Georgetown Engineering Standards, 2017 Edition are incorporated herein by reference.

STREETS AND ROADS

The requirements of Section 6.80.0 "Material Specifications" of the Town of Georgetown Engineering Standards, 2017 Edition are incorporated herein by reference, except Section 6.83.0 "Bituminous Materials", which is replaced with the following for Recycled Asphalt Paving (RAP) where called for in the project documents.

Description

**Scope** - Work may consist of constructing cold in-place recycled asphalt concrete pavement (CIR) using Class I and Class II recycling treatments in reasonably close conformity to the lines, grades, thicknesses, and cross sections shown or established.

**CIR** - Cold in-place recycled asphalt concrete pavement

Definitions:

**Cold In-place Recycled Asphalt Concrete Pavement** - CIR is a mixture of RAP, which has been removed and mixed with a recycling agent and water, then relaid and compacted in a continuous operation.

**Mixture** - Cold in-place recycled asphalt concrete.

Any supervisory personnel of the Contractor and any subcontractor who are to be involved in the recycle and paving work shall meet with the Engineer, at a time mutually agreed upon, to discuss methods of accomplishing all phases of the recycle and paving work.

Materials

**Reclaimed Asphalt Pavement (RAP) - Recycling Train** - Recycled material removed from the existing asphalt pavement using a Recycling Train shall have a maximum size of 1 1/2 inches. Separate any recycled material larger than 1 1/2 inches by screening or by other means, broken down by mechanical means to pass a 1 1/2 inch sieve and uniformly reincorporated with the balance of the recycled material.

Construction

**Season and Weather Limitations** - Do not begin in-place recycling of existing asphalt concrete pavement until the air temperature is 50 °F and rising.

Reprocess or repair by other methods all pavement that is damaged by rain after placement.

**Preparation of Underlying Surfaces** - Perform the following to underlying surfaces:

**Removing Fines** - Minimize the amount of fines on the milled surface that can be detrimental to a proper bond of the tack coat. If excess fines are on the milled surface, remove by brooming or other method acceptable to the Engineer.

**Tack** - Just prior to windrowing the recycled pavement mixture, apply tack coat to the entire profiled area including the vertical edges.

**Spreading and Placing** - Lay the mixture on an approved surface, spread, and strike off to established grade and elevation.

**Compaction** - Compact the CIR as follows:

**General** - Immediately after the CIR has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly until compacted as specified.

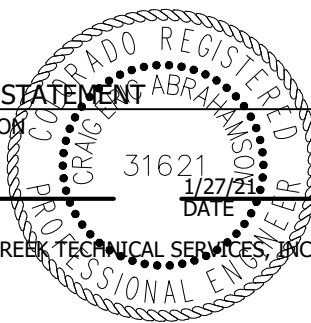
**Rolling** - Compact CIR with rollers. Provide sufficient rollers of types appropriate to compact the mixture while it is in a workable condition. Operate rollers at a uniform speed not more than 3 mph with the drive roll or wheels nearest the paver. Begin rolling at the sides and proceed longitudinally, parallel to the road centerline, gradually progressing to the center, unless otherwise directed. On superelevated curves, begin rolling at the low side and progress to the high side.

LEGEND

	W	PROPOSED (P) WATER MAIN, 6" DIP
	W	EXISTING (E) WATER MAIN
	S	PROPOSED (P) SANITARY SEWER MAIN, 8" SDR35 PVC
	S	EXISTING (E) SANITARY SEWER MAIN, 14" SDR 35 PVC U.N.O.
	E	PROPOSED (P) MAIN ELECTRIC DISTRIBUTION LINE, UG U.N.O.
	GAS	PROPOSED (P) MAIN NAT GAS DISTRIBUTION LINE
		PROPOSED (P) UTILITY EASEMENT
		PROPERTY BOUNDARY
		PROPOSED (P) SANITARY SEWER MANHOLE
		EXISTING (E) SANITARY SEWER MANHOLE
	MH	SANITARY SEWER MANHOLE
	WV	WATER VALVE, MAIN
	FH	FIRE HYDRANT, 6"
	(E)	EXISTING
	(P)	PROPOSED
		PROPOSED (P) MAJOR (5') CONTOUR
		PROPOSED (P) MINOR (1') CONTOUR
		EXISTING (E) MAJOR (5') CONTOUR
		EXISTING (E) MINOR (1') CONTOUR
		ROAD/DRIVEWAY ALIGNMENT
		PROPOSED (P) CULVERT
		5" CONCRETE
		3" MACADAM/RECYCLED ASPHALT
		3" COMPACTED CRUSHER FINES/GRAVEL
		CONCRETE GUTTER/DRAIN PAN
		GRASS SWALE OR DETENTION POND
		ROCK LINED SWALE
		EROSION CONTROL LOG
		STRAW BALE BARRIER
		VEHICLE TRACKING PAD
		CONCRETE WASH OUT AREA

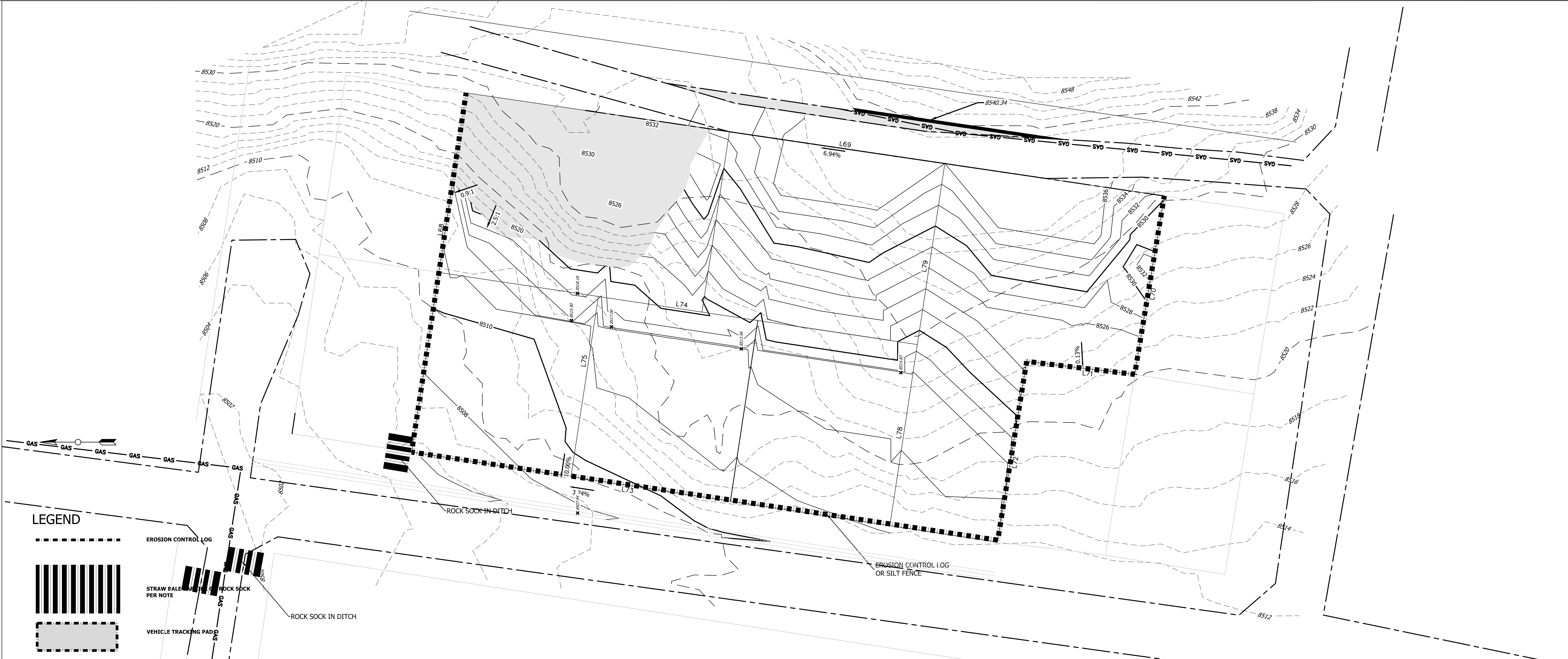
PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION

CRAIG ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK PROFESSIONAL SERVICES, INC.



Know what's below.  
Call before you dig.

<b>CCTS, Inc.</b> 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com	
WASHINGTON MILLS RESIDENTIAL DIVISION OF LAND	
NOTES SHEET	
PREPARED FOR:  WASHINGTON MILLS, LLC MARVIN AND DELENE GEISNESS P.O. BOX 122 GEORGETOWN, CO 80444 303-569-2901	DATE 12/1/20 REV 01/27/21 PROJECT NO. CCTS C 20-020 SHEET C0.2



### GENERAL NOTES (cont)

PERMITEE IS RESPONSIBLE FOR CLEANUP OF SEDIMENT OR CONSTRUCTION DEBRIS TRACKED ONTO ADJACENT PAVED AREAS. PAVED AREAS INCLUDING STREETS ARE TO BE KEPT CLEAN THROUGHOUT BUILDOUT AND SHALL BE CLEANSNED WITH A STREET SWEEPER OR SIMILAR DEVICE AT FIRST NOTICE OF ACCIDENTAL TRACKING OR AT THE DISCRETION OF THE TOWN.

ANY SEDIMENT OR SOIL ACCUMULATIONS BEYOND THE LIMITS OF CONSTRUCTION DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE PERMITEE. THE PERMITEE SHALL BE RESPONSIBLE FOR OBTAINING ACCESS RIGHTS TO ADJACENT PROPERTY, IF NEEDED, AND REMEDIATING ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, PROPERTIES, ETC. RESULTING FROM WORK DONE AS PART OF THIS PROJECT.

CLEANING OF CONCRETE DELIVERY TRUCK CHUTES IS RESTRICTED TO THE APPROVED CONCRETE WASH OUT LOCATION ON THE JOB SITE. ALL CONCRETE WASTE SHALL BE PROPERLY CLEANED UP AND DISPOSED OF AT AN APPROPRIATE LOCATION.

PERMITEE SAHLL PROVIDE AND MAINTAIN PORTABLE TOILETS AND TRASH DUMPSTERS FOR THE PROJECT.

PERMANENT VEGETATIVE COVER CONSISTING OF MIX NOTED BELOW MUST BE BROADCAST SEEDD AT 30 POUNDS PURE LIVE SEED PER ACRE. MULCH CONSISTING OF STRAW, APPLIED AT A RATE OF 2 TONS PER ACRE AND CRIMPED MUST BE USED TO STABILIZE THE EXPOSED SURFACE. WOOD CHIPS FROM TREE CLEARING OPERATIONS MAY BE USED AS MULCH AS DIRECTED BY ENGINEER.

PERMANENT SEED MIX (UNLESS OTHERWISE DIRECTED BY LANDSCAPE PLAN): SPECIES (VARIETY) <MIN. LBS. PLS/1 ACRE> SLENDER WHEAT GRASS (SAN LUIS, REVENUE) <2.25>; MOUNTAIN BROME (BROMAN) <2.25>; ORCHARD GRASS (PAIUTE, POTOMAC) <1>; HARD FESCUE (DURAR) <1>; SHEEP FESCUE (COVAR) <1>. ALL DISTURBED FILL SLOPES GREATER THAN OR EQUAL TO 30%, FLOWLINES OF SWALES, GUTTER DOWNSPOUT SHALL BE PROTECTED WITH AN EROSION BLANKET.

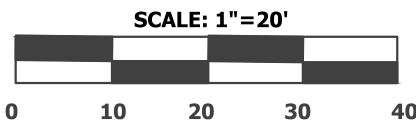
FILLS SHALL BE DEVELOPED GENERALLY IN HORIZONTAL LAYERS OR SIMILIAR MATERIALS FOR THEIR LENGTH AND WIDTH, AND COMPACTED TO A MINIMUM 95% OF MAXIMUM DENSITY FOR EACH LIFT.

CUT/FILL SLOPES FINISHED WITH A PERMANENT VEGETATIVE COVER SHALL NOT EXCEED A SLOPE OF 2:1.

TEMPORARY VEGETATION SHALL BE INSTALLED ON ALL DISTURBED LAND WHERE PERMANENT SURFACE IMPROVEMENTS ARE NOT SCHEDULED FOR INSTALLATION WITHIN THREE MONTHS OF DISTURBANCE. VEGETATION SHALL BE A DROUGHT TOLERANT, NATIVE SPECIES MIX. PROJECT SCHEDULING SHOULD TAKE ADVANTAGE OF SPRING OR FALL PLANTING CONDITIONS FOR NATURAL GERMINATION.

AT ALL TIMES THE PROPERTY SHALL BE MAINTAINED AND WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK ISN'T COMPLETED OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE RESPONSIBLE PARTY SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY.

### TEMPORARY BMP PLAN



### GENERAL NOTES (cont)

THE RESPONSIBLE PARTY SHALL PROVIDE ANY ADDITIONAL DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED APPROPRIATE BY THE TOWN, SHOULD CONDITIONS MERIT THEM.

TEMPORARY FENCES MAY BE REQUIRED ALONG ALL BOUNDARIES OF THE CONSTRUCTION LIMITS AS SHOWN ON THE APPROVED EROSION CONTROL PLAN TO PREVENT GRADING ON PROPERTY NOT OWNED BY THE RESPONSIBLE PARTY. IN ADDITION, THE TOWN MAY REQUIRE ADDITIONAL TEMPORARY EROSION CONTROL FENCED IF FIELD CONDITIONS MERIT THEM.

PROVIDE TEMPORARY SEDIMENT AND EROSION CONTROL AT ALL SOIL STOCKPILES AS DETAILED ON SHEET C0.4 DURING CONSTRUCTION.

SURVEY INFORMATION TAKEN FROM WASHINGTON MILLS SUBDIVISION DRAFT-FINAL PLAT.

### GENERAL HOUSEKEEPING NOTES

FROM UDFCD CRITERIA MANUAL VOLUME 3 CHAPTER 7

- GOOD HOUSEKEEPING PRACTICES ARE NECESSARY AT ALL CONSTRUCTION SITES.
- IMPLEMENT MANAGEMENT PROCEDURES AND PRACTICES TO PREVENT OR REDUCE THE EXPOSURE AND TRANSPORT OF POLLUTANTS IN STORMWATER FROM SOLID, LIQUID, AND SANITARY WASTES THAT WILL BE GENERATED AT THE SITE.
- USE ONLY DESIGNATED TRASH AND BULK WASTE-COLLECTION AREAS ON-SITE.
- RECYCLE MATERIALS WHENEVER POSSIBLE.
- CLEAN UP LITTER AND DEBRIS FROM THE CONSTRUCTION SITE DAILY.
- PORTABLE TOILET FACILITIES SHALL BE WELL-MAINTAINED.
- PROVIDE TIE-DOWNS FOR PORTABLE TOILETS.
- DISPOSE OF SANITARY WASTE IN ACCORDANCE WITH STATE OR LOCAL REGULATIONS.
- INSPECT FACILITIES FOR LEAKS AND, IF FOUND, REPAIR OR REPLACE FACILITY IMMEDIATELY.
- SPECIAL CARE IS NECESSARY DURING MAINTENANCE (PUMP OUT) TO ENSURE THAT WASTE AND/OR BIOCIDES ARE NOT SPILLED ON THE GROUND.

**ESTABLISH PROPER EQUIPMENT/VEHICLE FUELING AND MAINTENANCE PRACTICES.** CREATE A CLEARLY DESIGNATED ON-SITE FUELING AND MAINTENANCE AREA THAT IS CLEAN AND DRY. THE ON-SITE FUELING AREA SHOULD HAVE A SPILL KIT, AND STAFF SHOULD KNOW HOW TO USE IT. IF POSSIBLE, CONDUCT VEHICLE FUELING AND MAINTENANCE ACTIVITIES IN A COVERED AREA. CONSIDER THE FOLLOWING PRACTICES TO HELP PREVENT THE DISCHARGE OF POLLUTANTS TO STORMWATER FROM EQUIPMENT/VEHICLE FUELING AND MAINTENANCE. INCLUDE THE LOCATIONS OF DESIGNATED FUELING AND MAINTENANCE AREAS AND INSPECTION AND MAINTENANCE PROCEDURES IN THE SWMP.

- TRAIN EMPLOYEES AND SUBCONTRACTORS IN PROPER FUELING PROCEDURES (STAY WITH VEHICLES DURING FUELING, PROPER USE OF PUMPS, EMERGENCY SHUTOFF VALVES, ETC.).
- INSPECT ON-SITE VEHICLES AND EQUIPMENT REGULARLY FOR LEAKS, EQUIPMENT DAMAGE, AND OTHER SERVICE PROBLEMS.
- CLEARLY DESIGNATE VEHICLE/EQUIPMENT SERVICE AREAS AWAY FROM DRAINAGE FACILITIES AND WATERCOURSES TO PREVENT STORMWATER RUN-ON AND RUNOFF.
- USE DRIP PANS, DRIP CLOTHS, OR ABSORBENT PADS WHEN REPLACING SPENT FLUIDS.
- COLLECT ALL SPENT FLUIDS, STORE IN APPROPRIATE LABELED CONTAINERS IN THE PROPER STORAGE AREAS, AND RECYCLE FLUIDS WHENEVER POSSIBLE.

### GENERAL NOTES

ALL GRADING AND EROSION AND SEDIMENT CONTROL MUST CONFORM TO APPROVED PLANS FOR THE PROPERTY. REVISIONS TO DISTURBANCE AREAS, SLOPES, AND/OR EROSION AND SEDIMENT CONTROL MEASURES ARE NOT PERMITTED WITHOUT PRIOR APPROVAL FROM THE TOWN OF GEORGETOWN.

A STORMWATER DISCHARGE PERMIT IS NOT REQUIRED FOR THE PROJECT AS THE TOTAL LAND DISTURBANCE IS LESS THAN ONE ACRE.

EROSION CONTROL BEST MANAGEMENT PRACTICES (BMPs) MUST BE INSTALLED PRIOR TO GRADING ACTIVITIES, TO THE MAXIMUM EXTENT PRACTICABLE. ALL TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENT CONTROL PRACTICES MUST BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.

ALL CONSTRUCTION TRAFFIC MUST ENTER/EXIT THE SITE THROUGH THE APPROVED ACCESS POINT(S). A VEHICLE TRACKING CONTROL PAD OR STABILIZED DRIVEWAY ACCESS IS REQUIRED AT ALL ACCESS POINTS ON THE SITE. ADDITIONAL STABILIZED CONSTRUCTION ENTRANCES MAY BE ADDED WITH THE APPROVAL OF THE TOWN.

NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS.

ALL TOPSOIL, WHERE PHYSICALLY PRACTICABLE, MUST BE SALVAGED AND NO TOPSOIL SHALL BE REMOVED FROM THE SITE EXCEPT AS SET FORTH IN THE APPROVED PLANS. TOPSOIL AND OVERBURDEN MUST BE SEGREGATED AND STOCKPILED SEPARATELY. TOPSOIL AND OVERBURDEN MUST BE REDISTRIBUTED WITHIN THE GRADED AREA AFTER ROUGH GRADING TO PROVIDE A SUITABLE BASE FOR AREAS THAT MUST BE SEEDD AND PLANTED. RUNOFF FROM THE STOCKPILED AREA MUST BE CONTROLLED TO PREVENT EROSION AND SEDIMENTATION OF RECEIVING WATERS.

THE LANDOWNER AND/OR CONTRACTOR MUST IMMEDIATELY TAKE ALL NECESSARY STEPS TO CONTROL SEDIMENT DISCHARGE.

PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION  
CHAIK ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK TECHNICAL SERVICES, INC.



Know what's below.  
Call before you dig.

**CCTS, Inc.** 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com

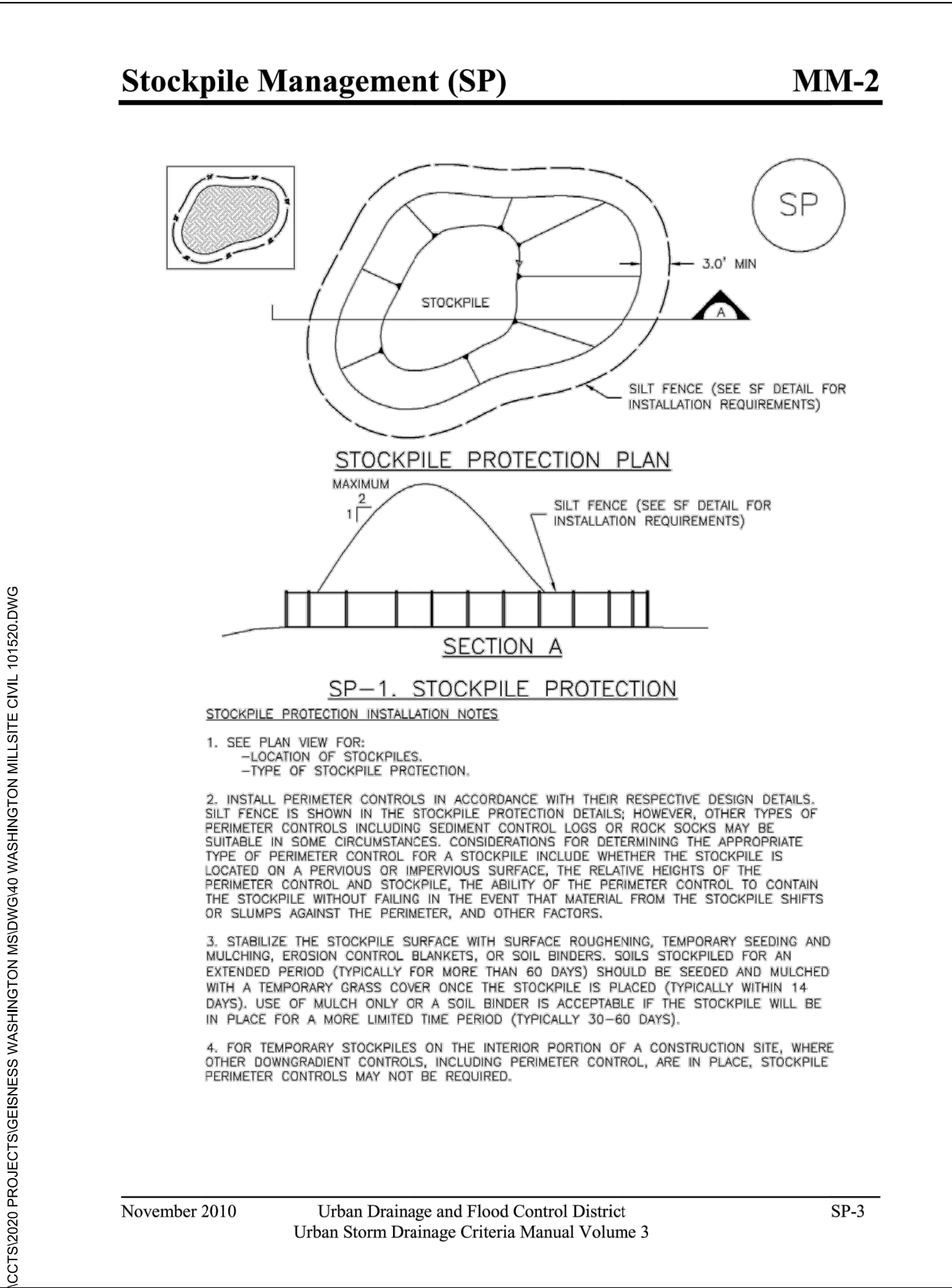
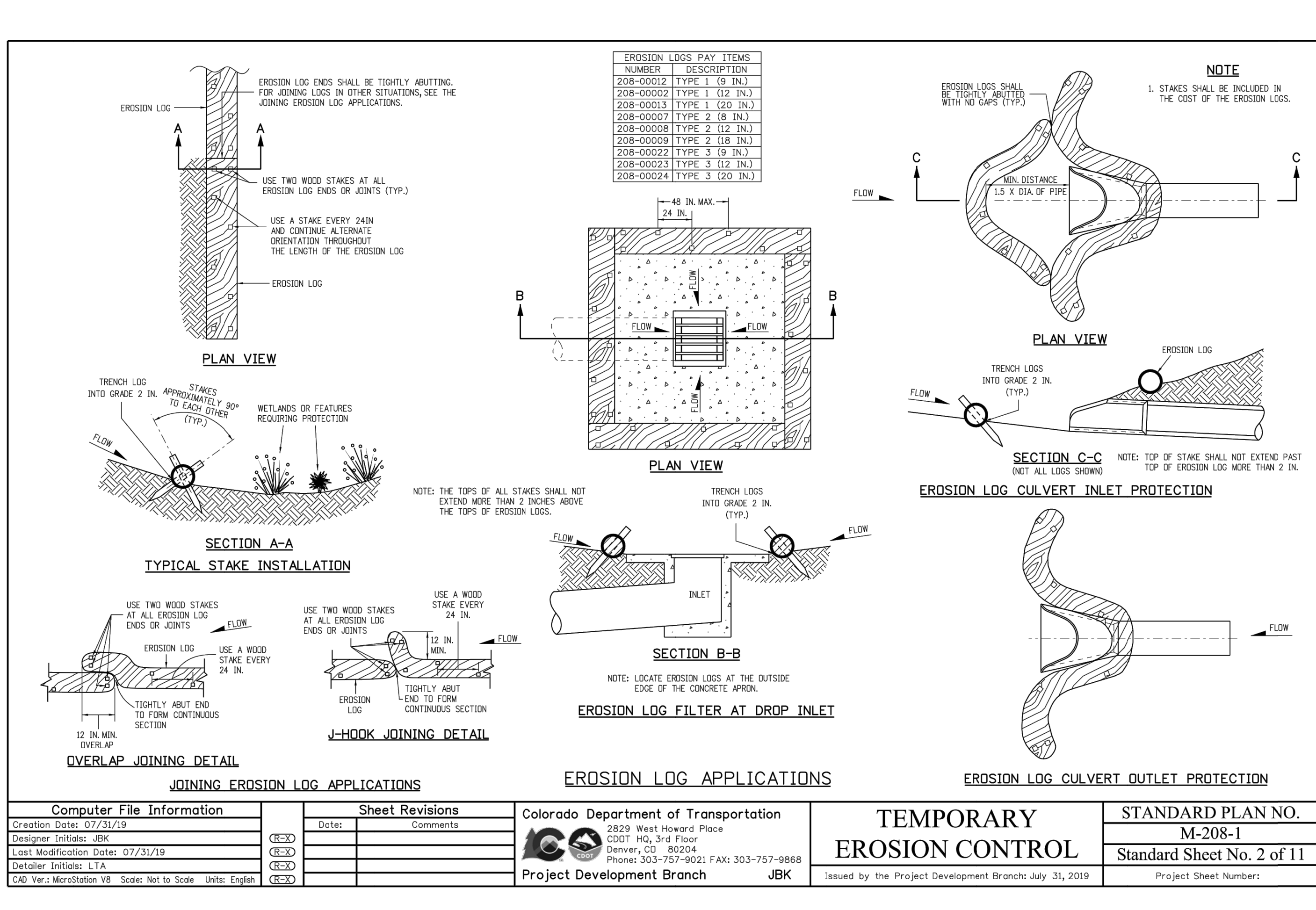
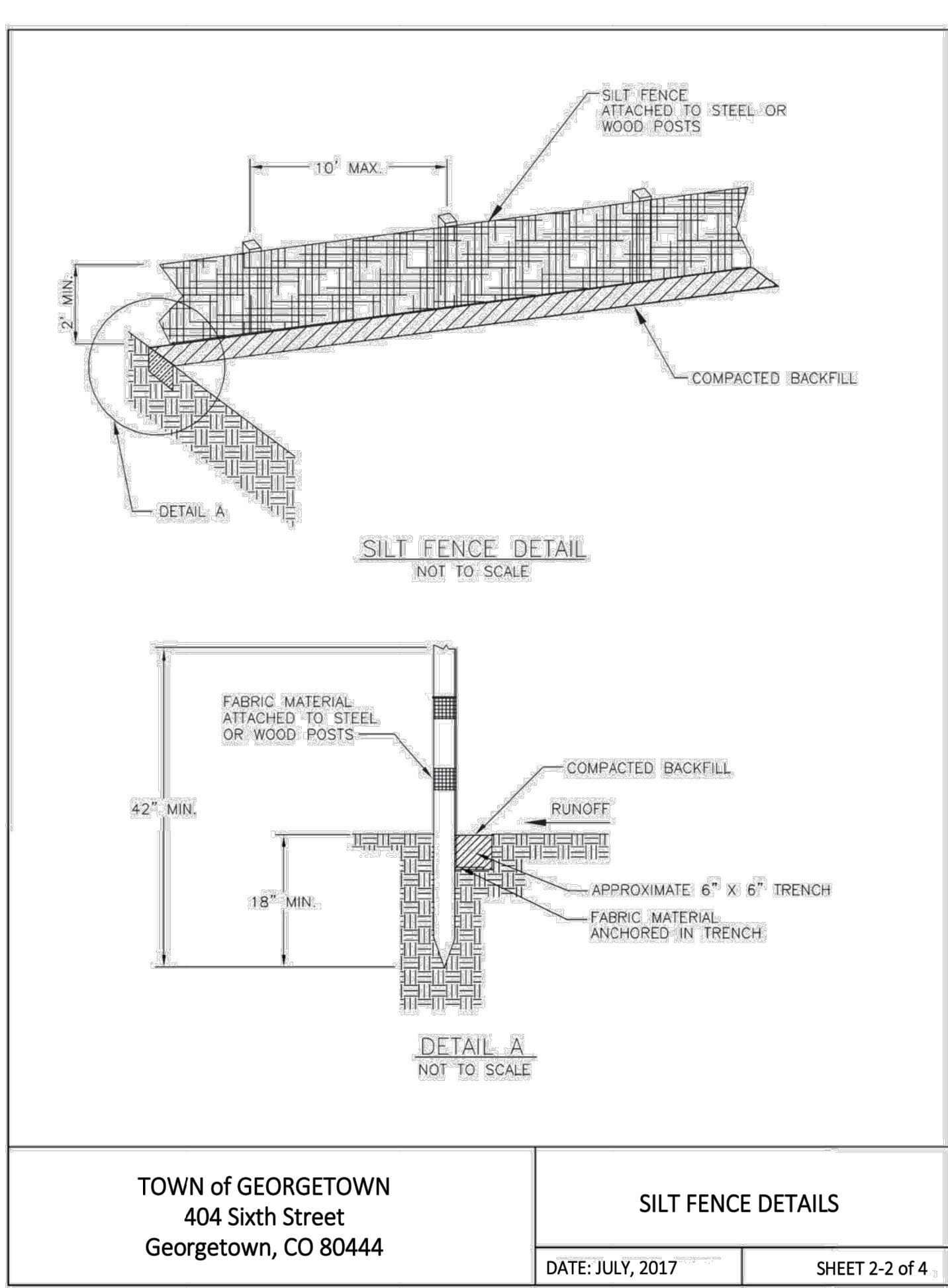
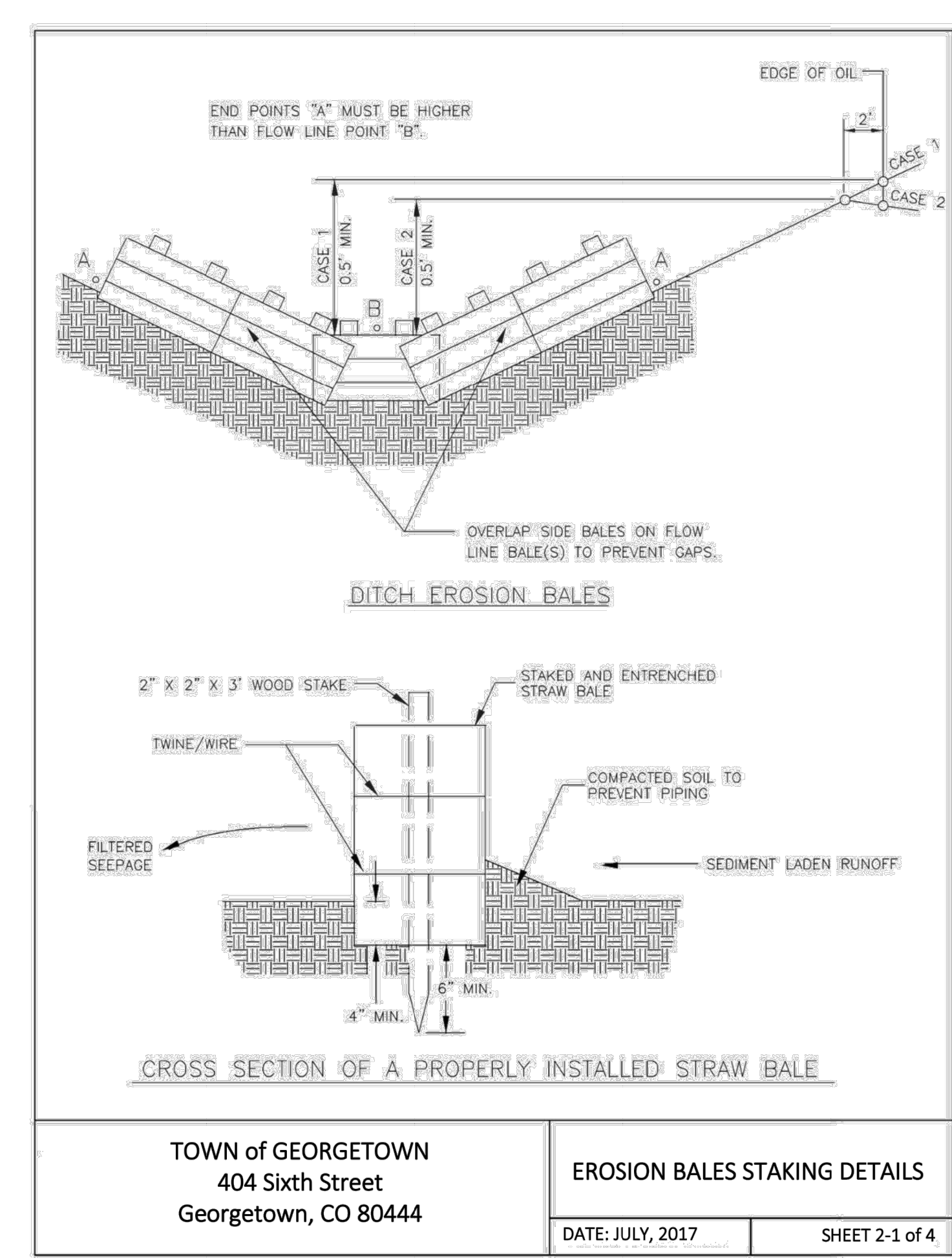
**WASHINGTON MILLS  
RESIDENTIAL DIVISION OF LAND  
TEMPORARY BMP PLAN**

PREPARED FOR:  
WASHINGTON MILLS, LLC  
MARVIN AND DELENE GEISNESS  
P.O. BOX 122  
GEORGETOWN, CO 80444  
303-569-2901

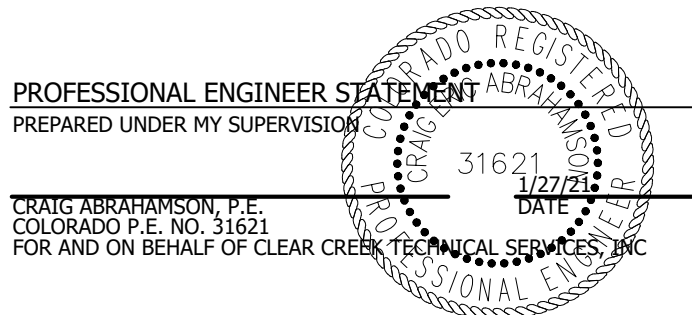
DATE 12/1/20 REV 01/27/21  
PROJECT NO. CCTS C 20-020  
SHEET C0.3

ISSUED FOR APPROVAL





Drawing: C:\USERS\CRAM\ABE\GOOGLE DRIVE\CCTS\2020 PROJECTS\GREENSB WASHINGTON MSD\WG40 WASHINGTON MILLS\SITE CIVIL 101520.DWG  
Date Plotted: February 23, 2021



CCTS, Inc. 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com	
WASHINGTON MILLS RESIDENTIAL DIVISION OF LAND TEMPORARY BMP NOTES AND DETAILS	
PREPARED FOR:	DATE 12/1/20 REV 01/27/21 PROJECT NO. CCTS C 20-020 SHEET C0.4
WASHINGTON MILLS, LLC MARVIN AND DELENE GEISNESS P.O. BOX 122 GEORGETOWN, CO 80444 303-569-2901	

ISSUED FOR APPROVAL



Drawing: C:\USERS\CHAM\A\B\GOOGLE DRIVE\CCTS\2020 PROJECTS\GEISNESS WASHINGTON MSD\WG40 WASHINGTON MILLSITE CIVIL 101520.DWG  
Date Plotted: February 23, 2021



**SURVEYOR'S CERTIFICATE:**

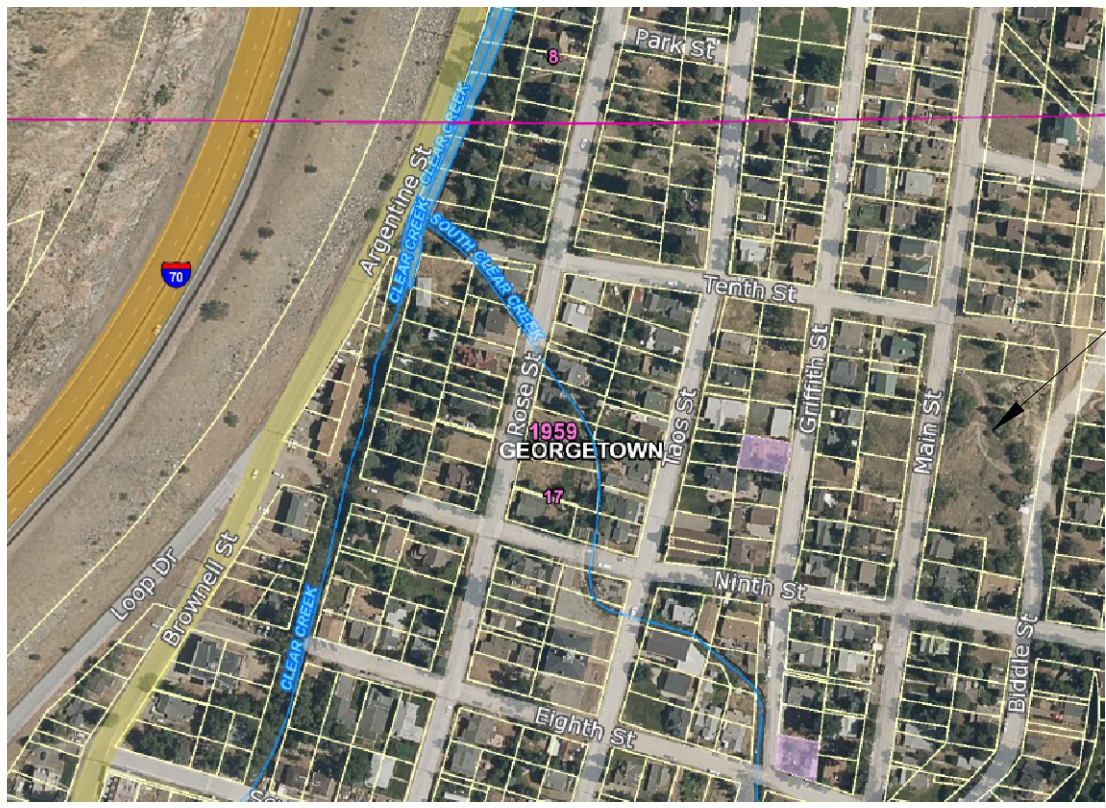
I, Richard P. Palmer, being a registered land surveyor in the State of Colorado, do hereby certify that this plat of Washington Mills was prepared by me and under my supervision, that both the plat and survey are true and accurate to the best of my knowledge and belief, and that monuments were placed pursuant to Sec. 38-51-105, C.R.S.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



<b>CCTS, Inc.</b> 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com	
WASHINGTON MILLSITE RESIDENTIAL DIVISION OF LAND SUBDIVISION PLAT	
PREPARED FOR: WASHINGTON MILLS, LLC MARVIN AND DELENE GEISNESS P.O. BOX 122 GEORGETOWN, CO 80444 303-569-2901	DATE 12/1/20 REV 01/27/21 PROJECT NO. CCTS C 20-020 SHEET C1.0

ISSUED FOR APPROVAL





VICINITY MAP

SUBJECT PROPERTY

APPROXIMATE EXTENT OF  
WASTE ROCK DEBRIS

BIDDLE STREET AS  
TRAVELED (+/-12')

HISTORIC RESIDENTIAL

MINOR RIGHT WAY MAINTENANCE AREA

BOUNDARY OF WASHINGTON MILLSITE  
(40,841.97 SQ. FT. TOTAL)  
HISTORIC RESIDENTIAL

HISTORIC RESIDENTIAL

10TH STREET (40')

BLK 43 LOT 1 (E)

LOT 8 (P)  
8274.08 SF

LOT 7 (P)  
6796.64 SF

BIDDLE STREET (40')

BUILDING  
SETBACK (TYP)

BLK 43 LOT 2 (E)

LOT 3 (P)  
5010.49 SF

LOT 4 (P)  
5023.72 SF

LOT 5 (P)  
5037.35 SF

LOT 6 (P)  
10699.69 SF

301 9th STREET

9TH STREET (40')

HISTORIC RESIDENTIAL

902 MAIN STREET

906 MAIN STREET

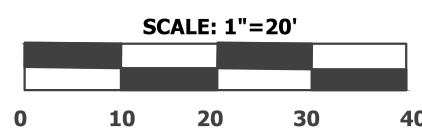
MAIN STREET (50')

HISTORIC RESIDENTIAL

LEGEND

- SS-1
- SOIL SAMPLE LOCATION
- 5" CONCRETE
- 3" MACADAM/RECYCLED ASPHALT
- 3" COMPACTED CRUSHER FINES/GRAVEL
- TYPE 2 ONCRETE GUTTER/DRAIN PAN
- GRASS SWALE OR DETENTION POND
- ROCK LINED SWALE
- PROPOSED (P) UTILITY/ACCESS EASEMENT
- PROPERTY BOUNDARY
- PROPOSED (P) MAJOR (10') CONTOUR
- PROPOSED (P) MINOR (2') CONTOUR
- EXISTING (E) MAJOR (10') CONTOUR
- EXISTING (E) MINOR (2') CONTOUR
- ROAD/DRIVEWAY ALIGNMENT
- PROPOSED (P) CULVERT

SITE AND GRADING PLAN



PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION  
CRAIG ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK TECHNICAL SERVICES, INC.



CCTS, Inc. 815 Main Street, PO BOX 194 (303) 241-1145  
Georgetown, CO 80444 www.cctscolorado.com

WASHINGTON MILLSITE  
RESIDENTIAL DIVISION OF LAND  
SITE AND GRADING PLAN

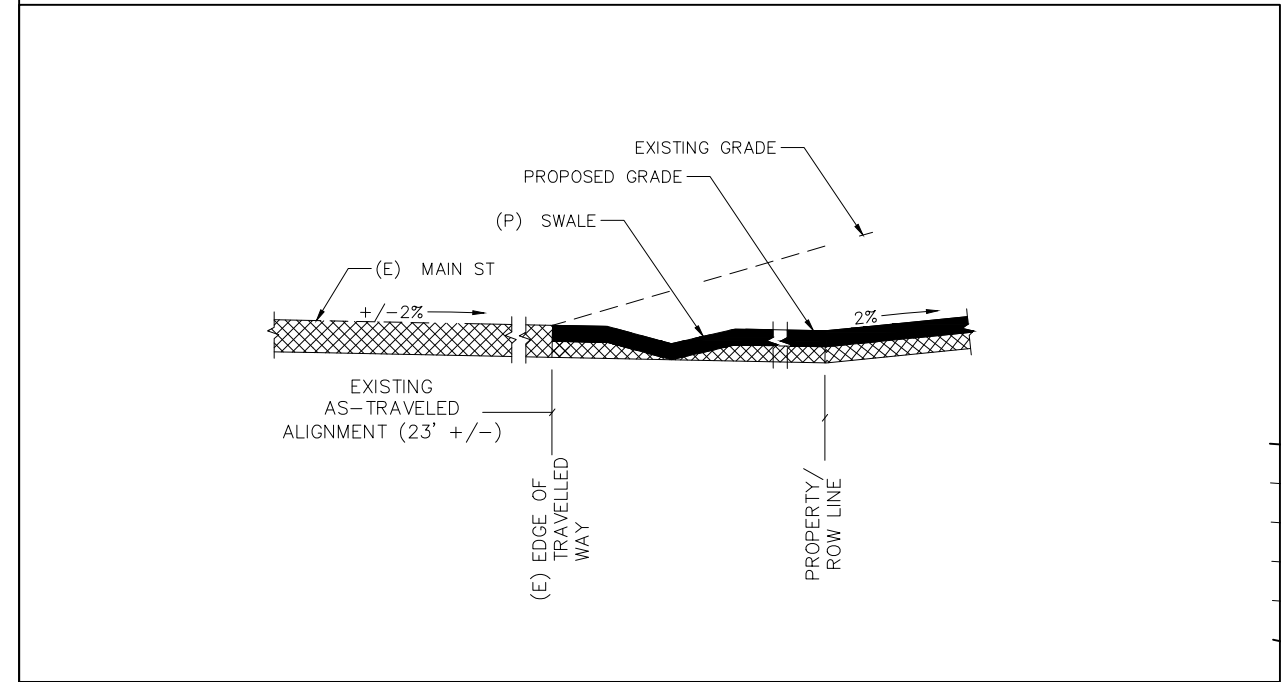
PREPARED FOR:  
WASHINGTON MILLS, LLC  
MARVIN AND DELENE GEISNESS  
P.O. BOX 122  
GEORGETOWN, CO 80444  
303-569-2901

DATE 12/1/20 REV 01/27/21  
PROJECT NO. CCTS C 20-020  
SHEET C2.0

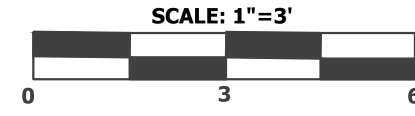
ISSUED FOR APPROVAL



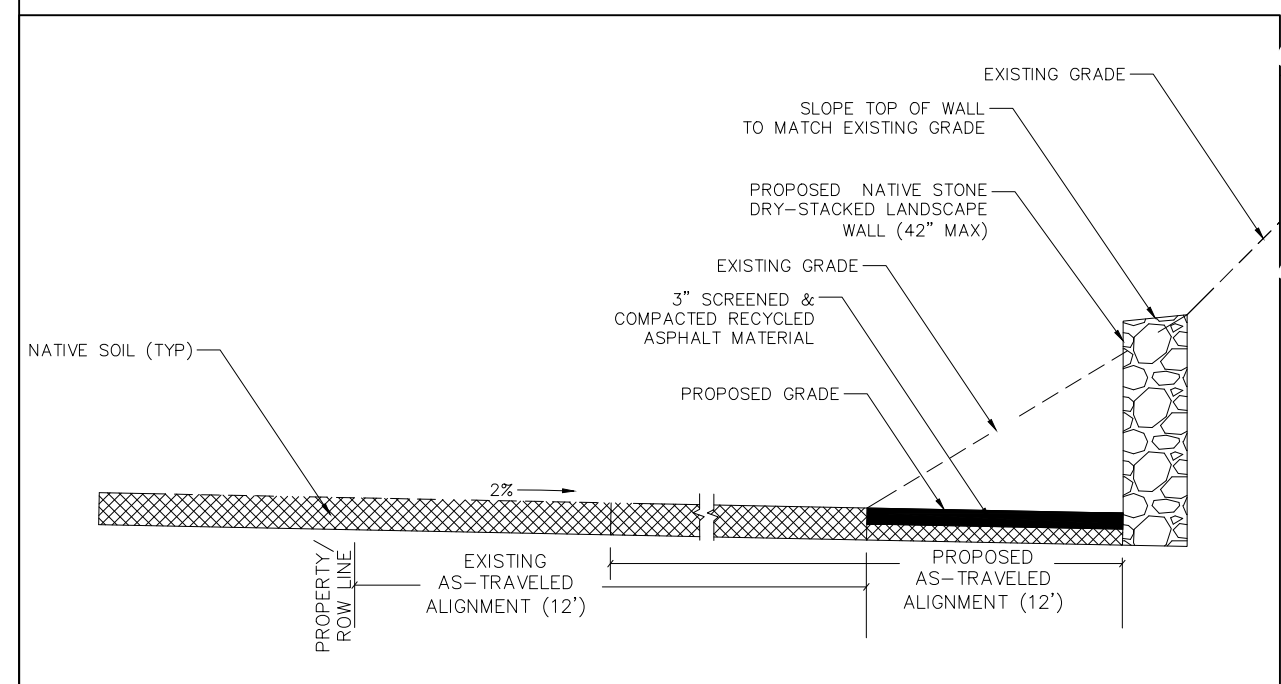
Drawing: C:\USERS\CRAIG ABERG\GOOGLE DRIVE\CTS2020 PROJECTS\GEISNESS WASHINGTON MILLSITE\DWG40 WASHINGTON MILLSITE CIVIL 101620.DWG  
Date Plotted: February 23, 2021



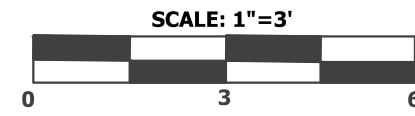
TYPICAL MAIN STREET SECTION



HISTORIC RESIDENTIAL



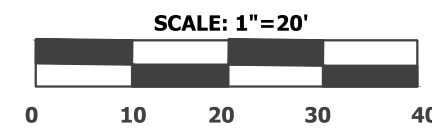
TYPICAL BIDDLE STREET SECTION



LEGEND

- SS-1 SOIL SAMPLE LOCATION
- 5" CONCRETE
- 3" MACADAM/RECYCLED ASPHALT
- 3" COMPACTED CRUSHER FINES/GRAVEL
- TYPE 2 ONCRETE GUTTER/DRAIN PAN
- GRASS SWALE OR DETENTION POND
- ROCK LINED SWALE
- PROPOSED (P) UTILITY/ACCESS EASEMENT
- PROPERTY BOUNDARY
- PROPOSED (P) MAJOR (10') CONTOUR
- PROPOSED (P) MINOR (2') CONTOUR
- EXISTING (E) MAJOR (10') CONTOUR
- EXISTING (E) MINOR (2') CONTOUR
- ROAD/DRIVEWAY ALIGNMENT
- PROPOSED (P) CULVERT

PRELIMINARY SUBDIVISION PLAT - STREET PLAN



PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION  
CRAIG ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK TECHNICAL SERVICES, INC.

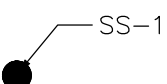


CCTS, Inc. 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com	
WASHINGTON MILLSITE RESIDENTIAL DIVISION OF LAND STREET PLAN	
PREPARED FOR: WASHINGTON MILLS, LLC MARVIN AND DELENE GEISNESS P.O. BOX 122 GEORGETOWN, CO 80444 303-569-2901	DATE 12/1/20 REV 01/27/21 PROJECT NO. CCTS C 20-020 SHEET C2.1

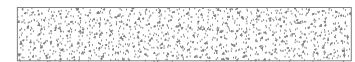
ISSUED FOR APPROVAL

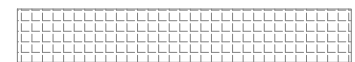
Drawing: C:\USERS\CRAIG ABERG\GOOGLE DRIVE\CCTS\2020 PROJECTS\GEISNESS WASHINGTON MSD\WG40 WASHINGTON MILLSITE CIVIL 101620.DWG  
Date Plotted: February 23, 2021

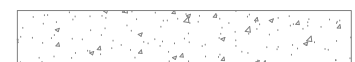
LEGEND


- 


SS-1


SOIL SAMPLE LOCATION
- 


5" CONCRETE
- 

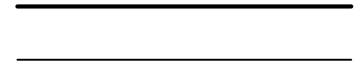
3" MACADAM/RECYCLED ASPHALT
- 


3" COMPACTED CRUSHER FINES/GRAVEL
- 


TYPE 2 ONCRETE GUTTER/DRAIN PAN
- 


GRASS SWALE OR DETENTION POND
- 


ROCK LINED SWALE
- 


PROPOSED (P) UTILITY/ACCESS EASEMENT
- 


PROPERTY BOUNDARY
- 

PROPOSED (P) MAJOR (10') CONTOUR
- 

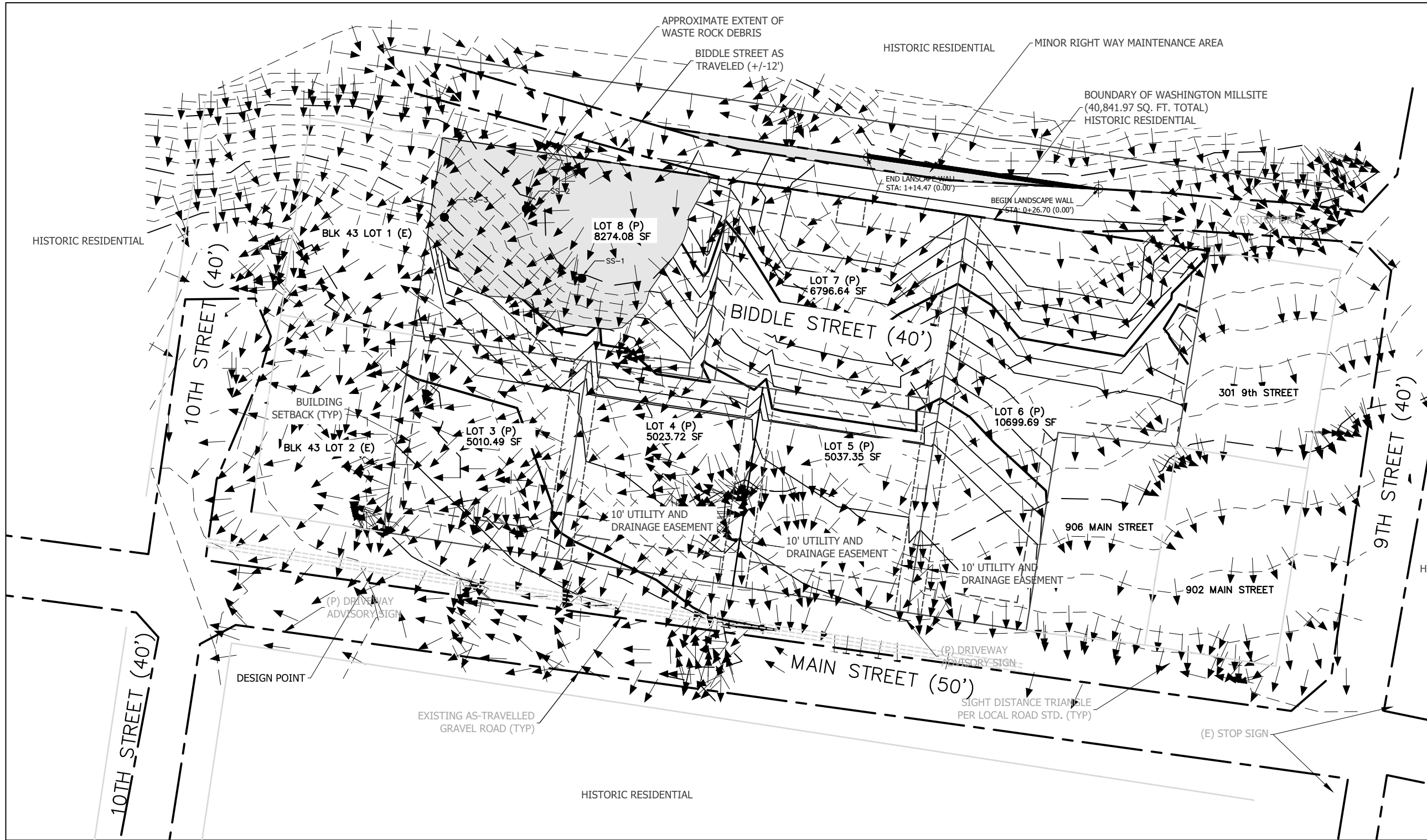
PROPOSED (P) MINOR (2') CONTOUR
- 

EXISTING (E) MAJOR (10') CONTOUR
- 

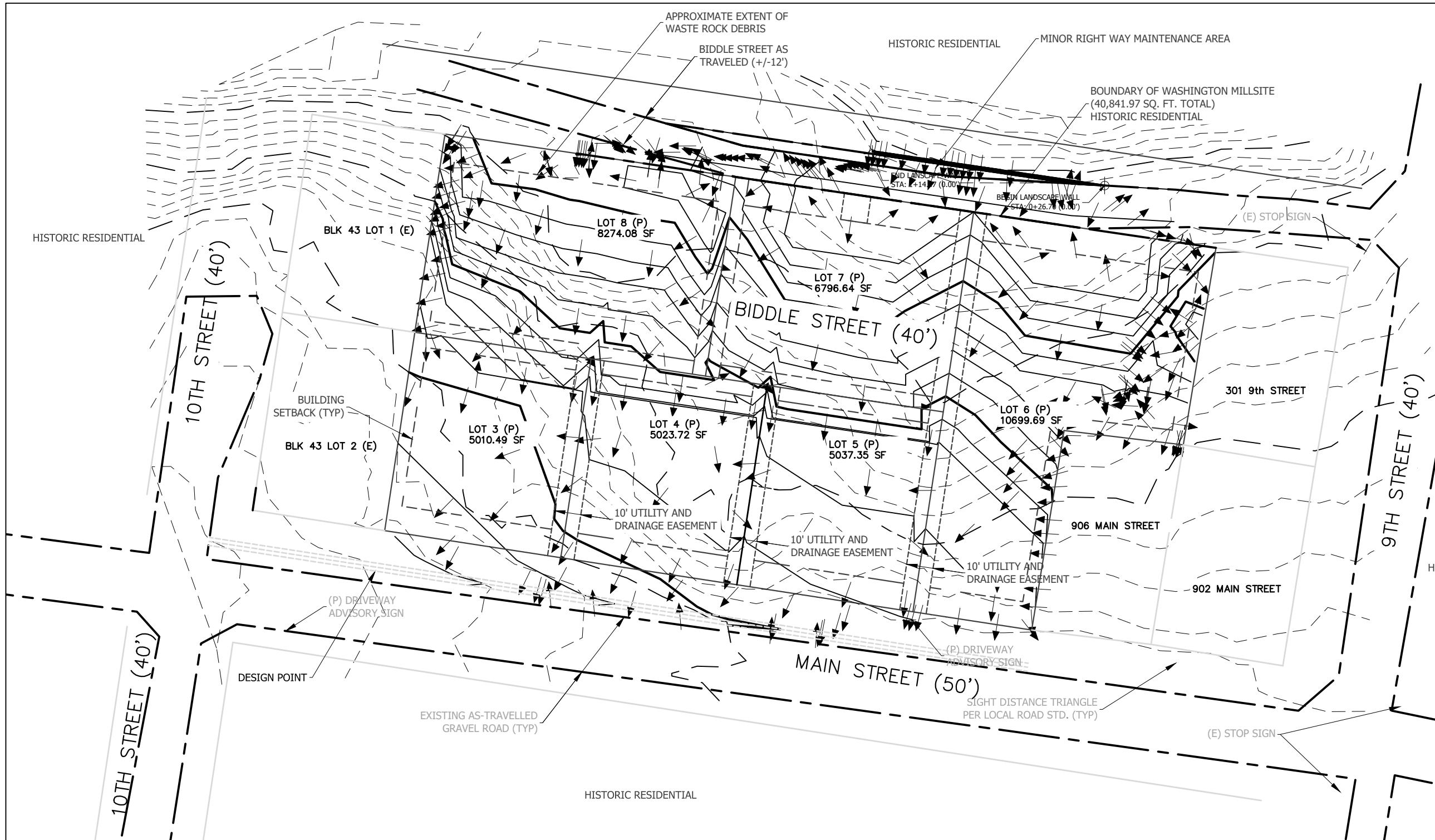
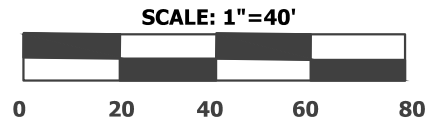
EXISTING (E) MINOR (2') CONTOUR
- 

ROAD/DRIVEWAY ALIGNMENT
- 

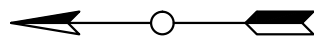
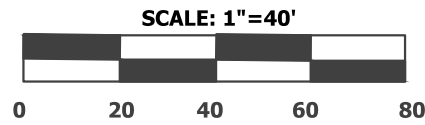
PROPOSED (P) CULVERT



EXISTING DRAINAGE PATTERN

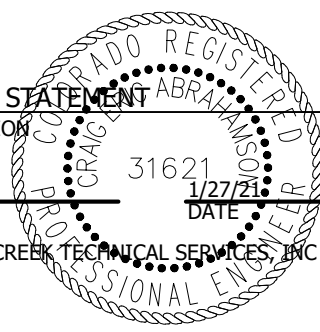


PROPOSED DRAINAGE PATTERN



PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION

CRAIG ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK TECHNICAL SERVICES, INC.



CCTS, Inc. 815 Main Street, PO BOX 194 (303) 241-1145  
Georgetown, CO 80444 www.cctscolorado.com

WASHINGTON MILLSITE  
RESIDENTIAL DIVISION OF LAND  
DRAINAGE EXHIBIT

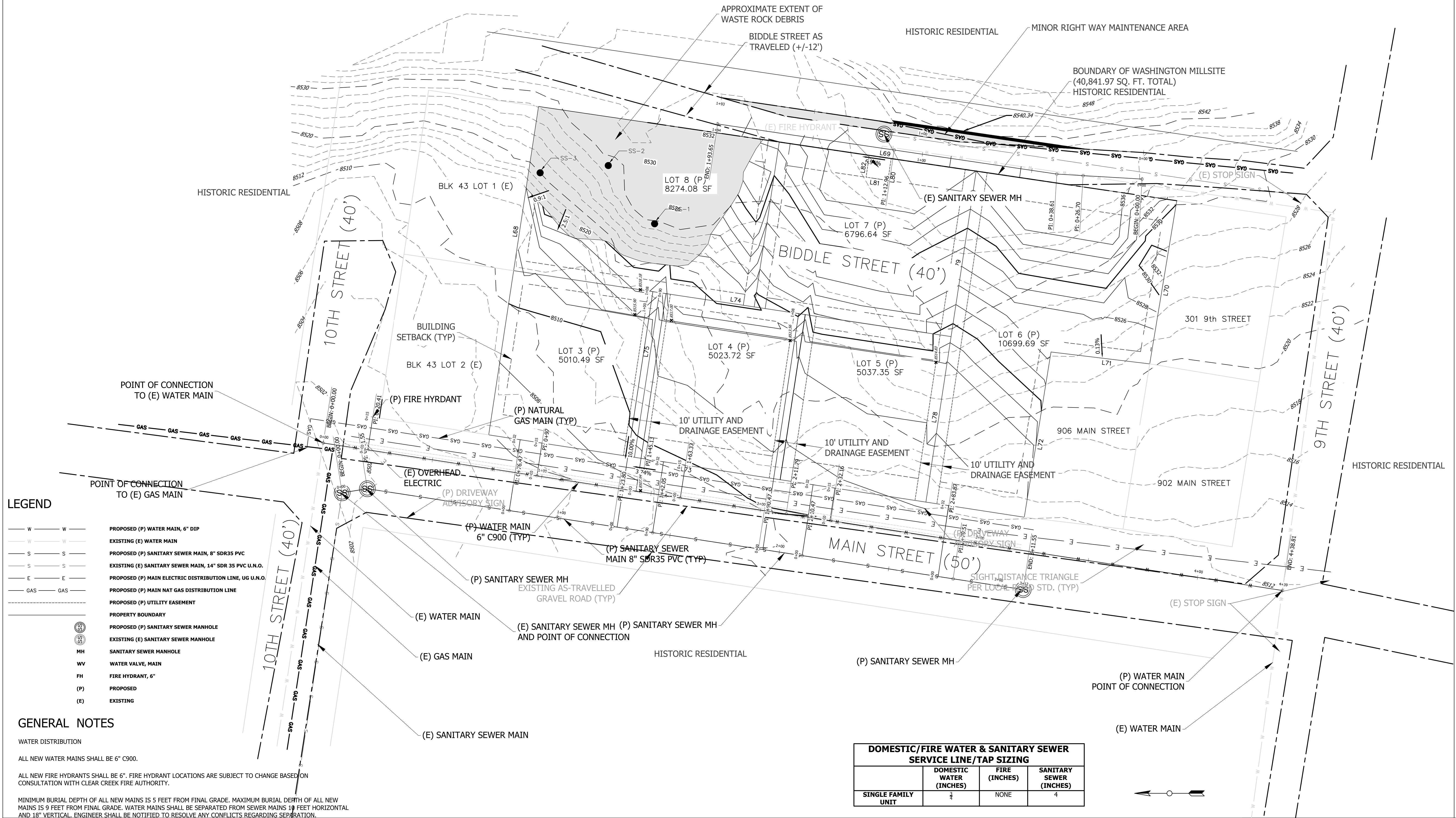
PREPARED FOR:  
WASHINGTON MILLS, LLC  
MARVIN AND DELENE GEISNESS  
P.O. BOX 122  
GEORGETOWN, CO 80444  
303-569-2901

DATE 12/1/20 REV 01/27/21  
PROJECT NO. CCTS C 20-020  
SHEET C2.2

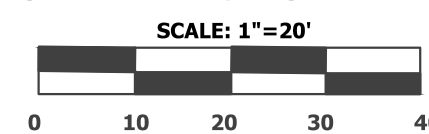
ISSUED FOR APPROVAL



Drawing: C:\USERS\CHAM\ABE\GOOGLE DRIVE\CTS\2020\PROJECTS\GEENESS WASHINGTON MSD\WG40 WASHINGTON MILLSITE CIVIL 101520.DWG  
Date Plotted: February 23, 2021

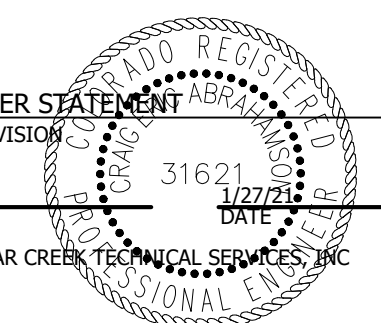


PRELIMINARY SUBDIVISION PLAT - UTILITY PLAN



PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION

CRAIG ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK ENGINEERING, INC.



Know what's below.  
Call before you dig.

**CCTS, Inc.** 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com

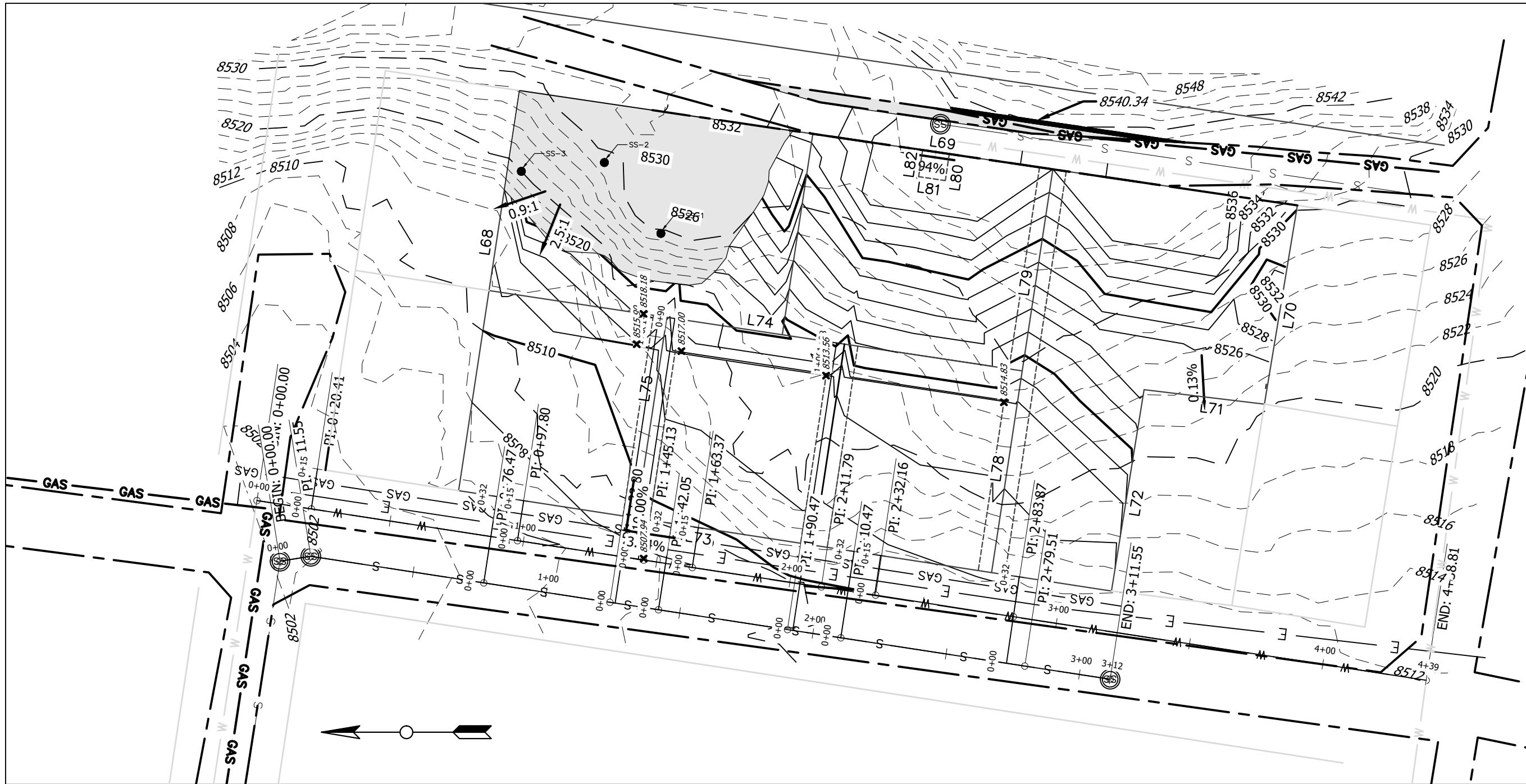
**WASHINGTON MILLSITE**  
RESIDENTIAL DIVISION OF LAND  
UTILITY PLAN

PREPARED FOR:  
**WASHINGTON MILLS, LLC**  
MARVIN AND DELENE GEISNESS  
P.O. BOX 122  
GEORGETOWN, CO 80444  
303-569-2901

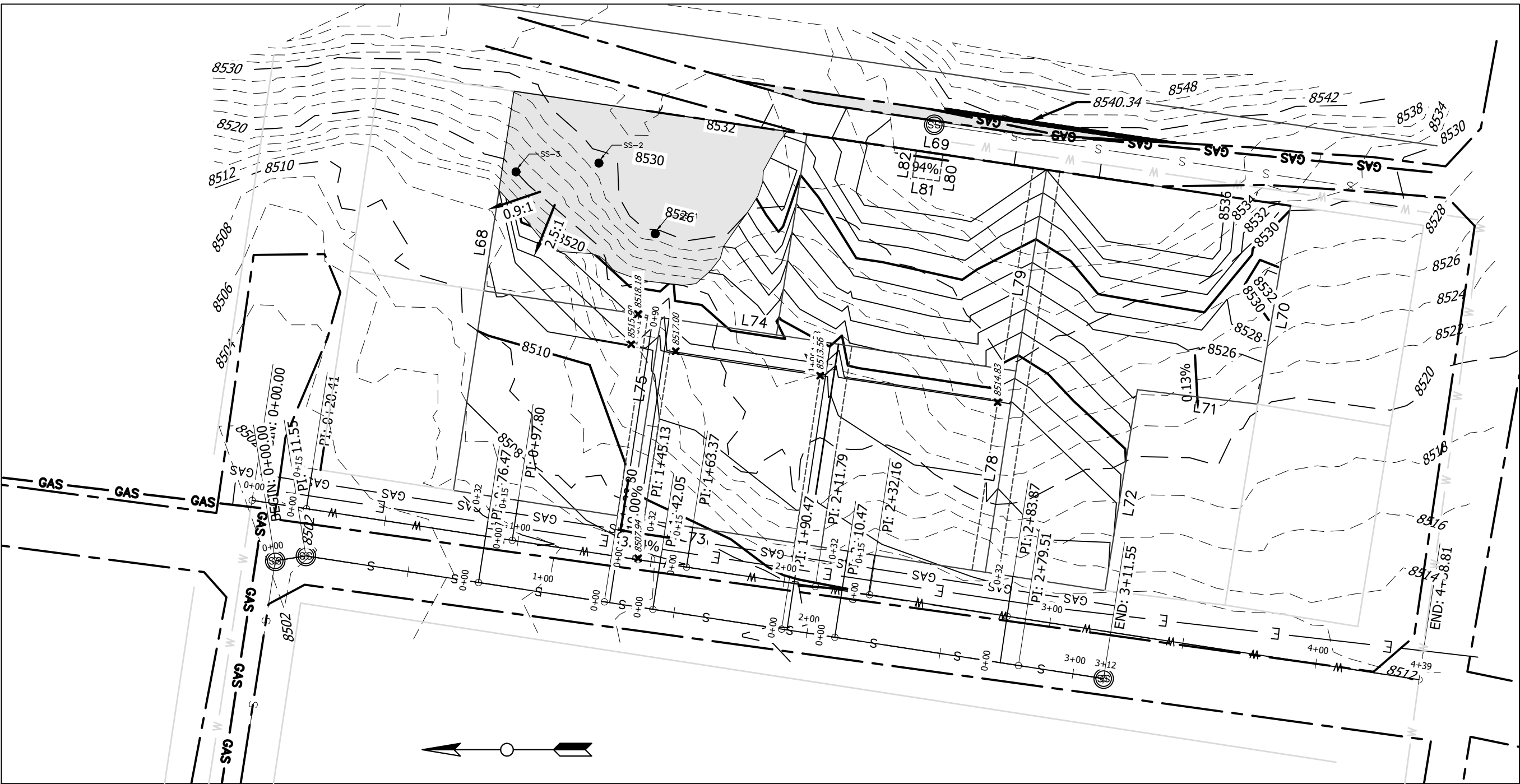
DATE 12/1/20 REV 01/27/21  
PROJECT NO. CCTS C 20-020  
SHEET C3.0

ISSUED FOR APPROVAL

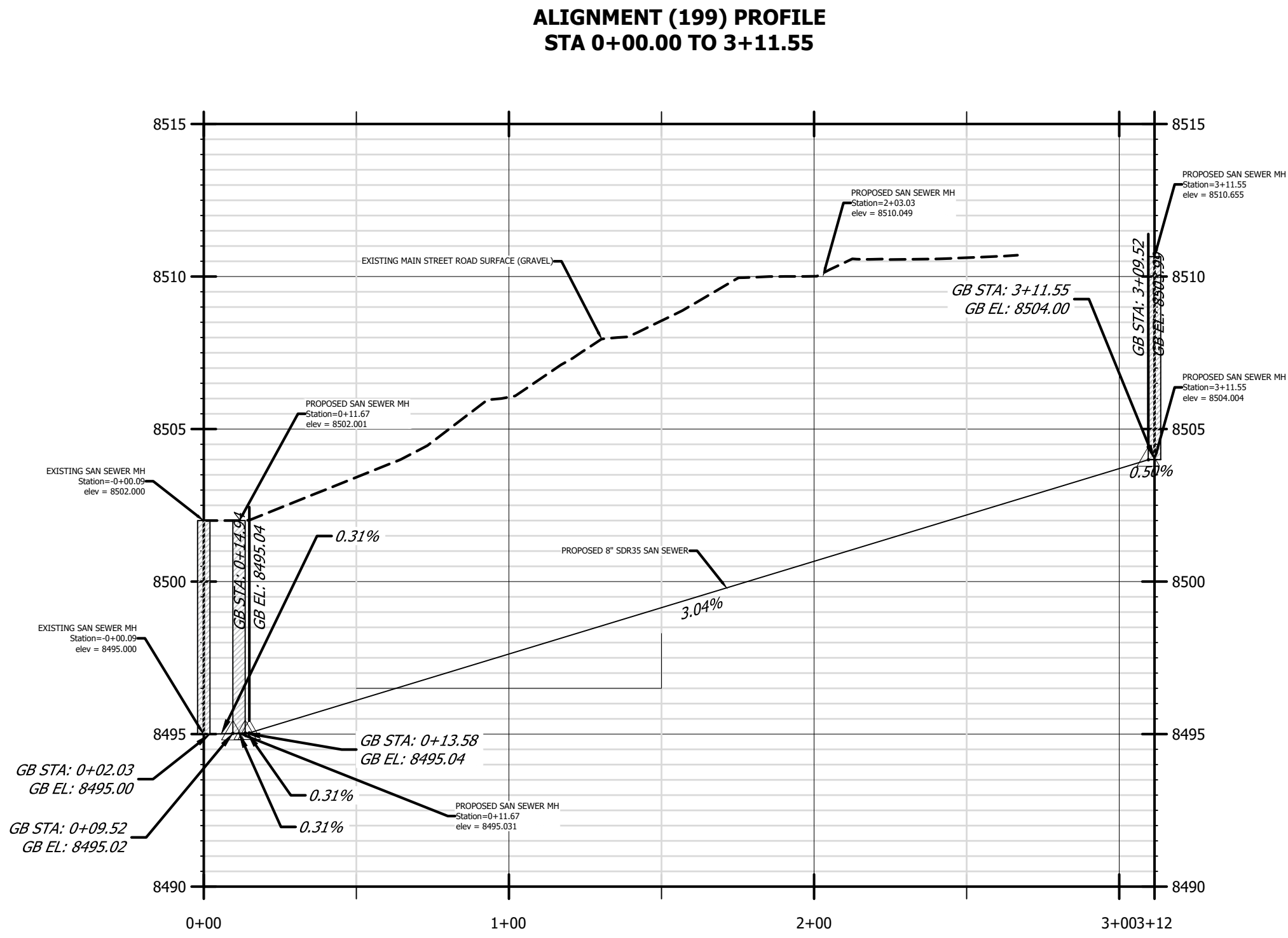




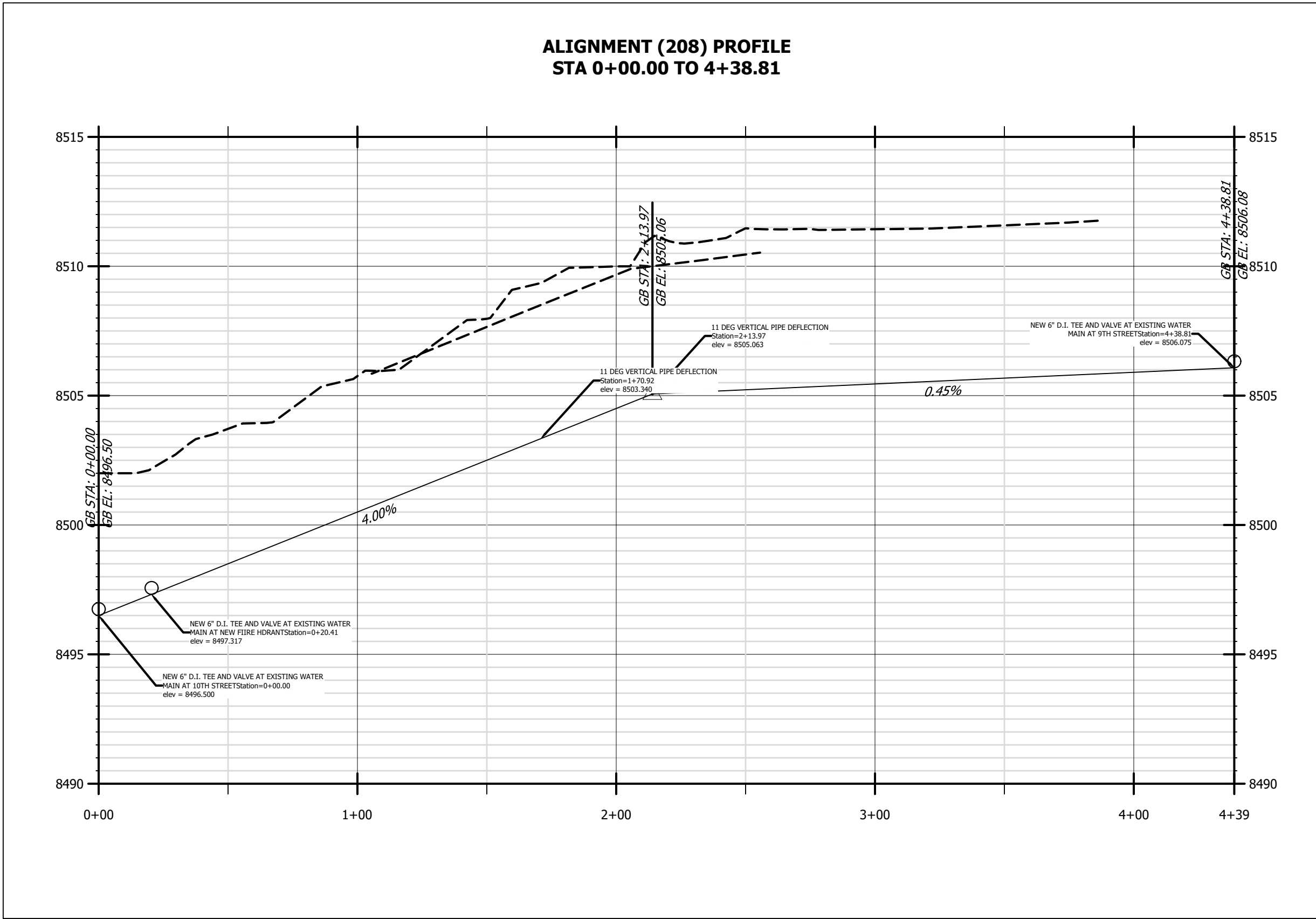
UTILITY PLAN  
SCALE: 1" = 40'



UTILITY PLAN  
SCALE: 1" = 40'



SANITARY SEWER PROFILE  
SCALE: HORIZ: 1"=40', VERT AS NOTED



WATER MAIN PROFILE  
SCALE: HORIZ: 1"=40', VERT AS NOTED

Drawing: C:\USERS\CRAM\ABE\GOOGLE DRIVE\CTS2020\PROJECTS\GEISSNESS WASHINGTON MSD\WG40 WASHINGTON MILLS\SITE CIVIL 101520.DWG  
Date Plotted: February 23, 2021

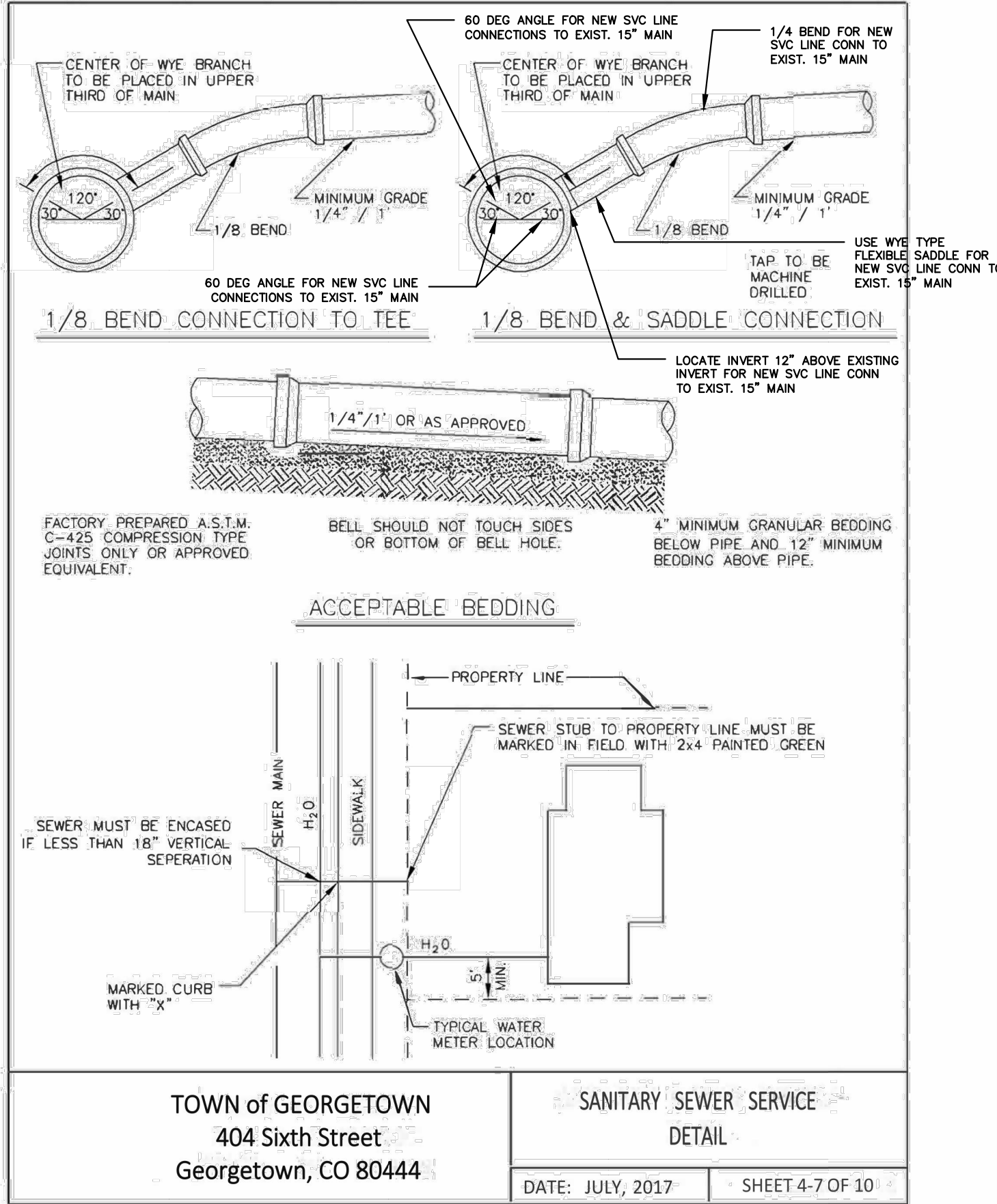
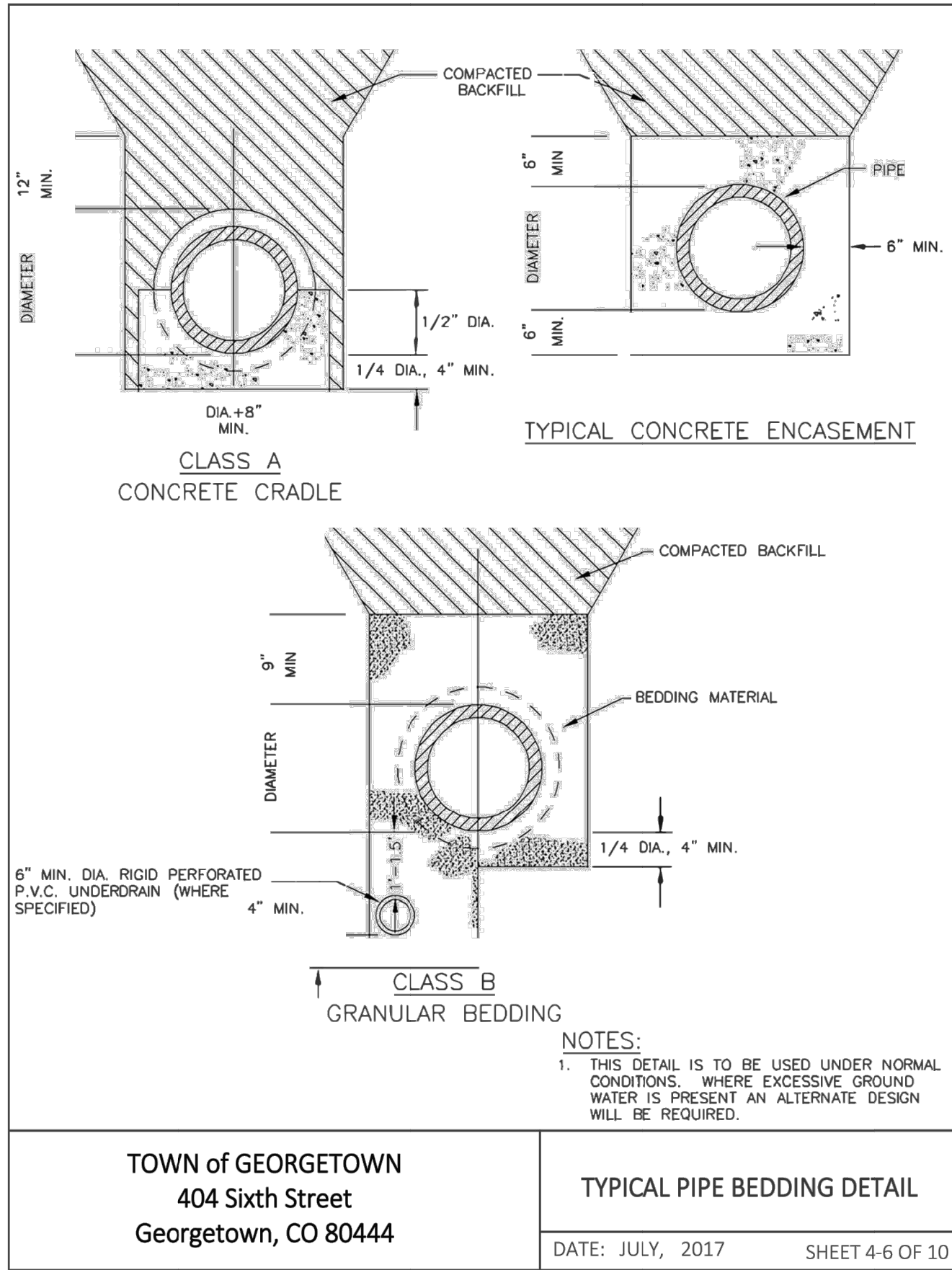
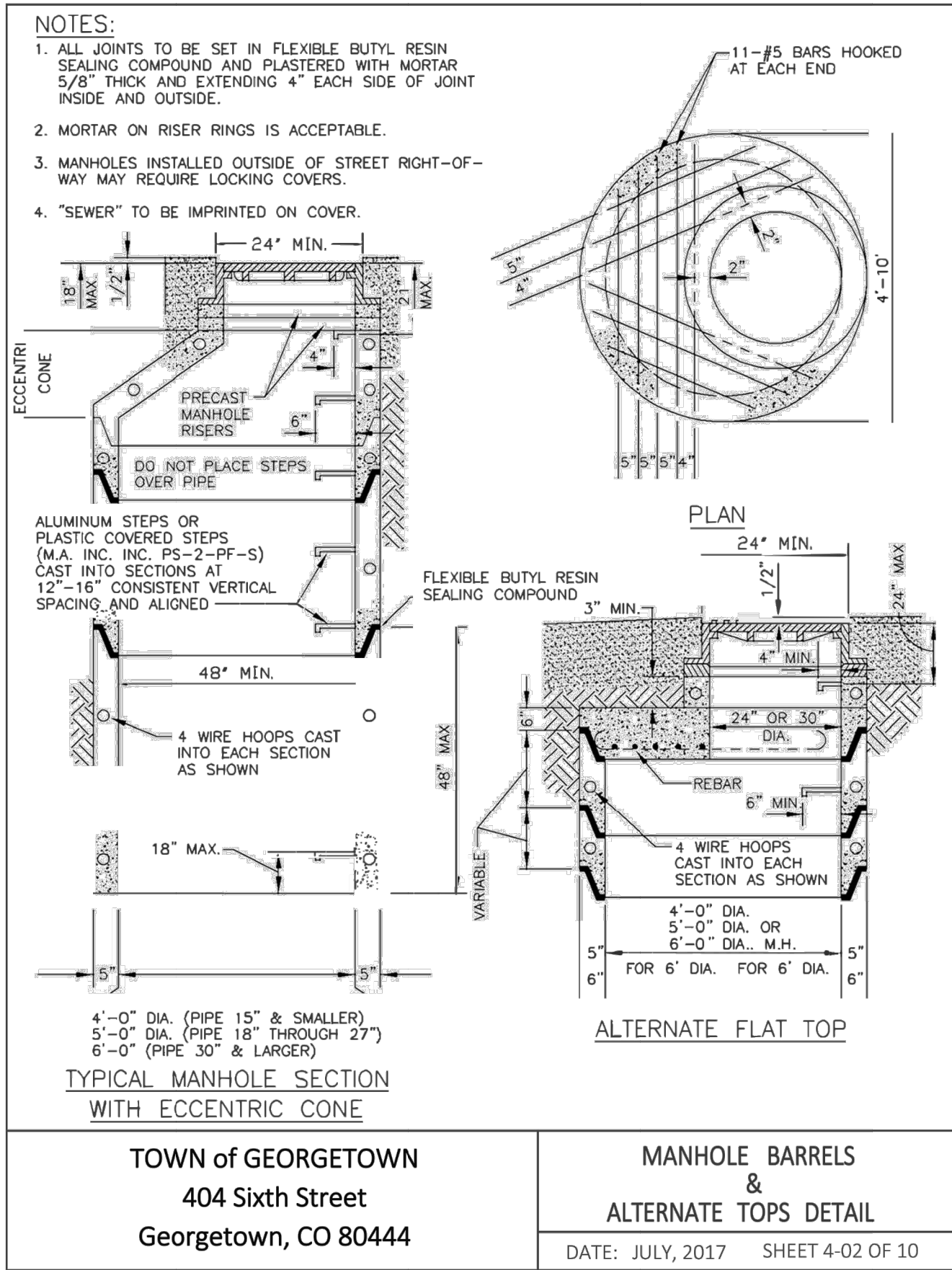
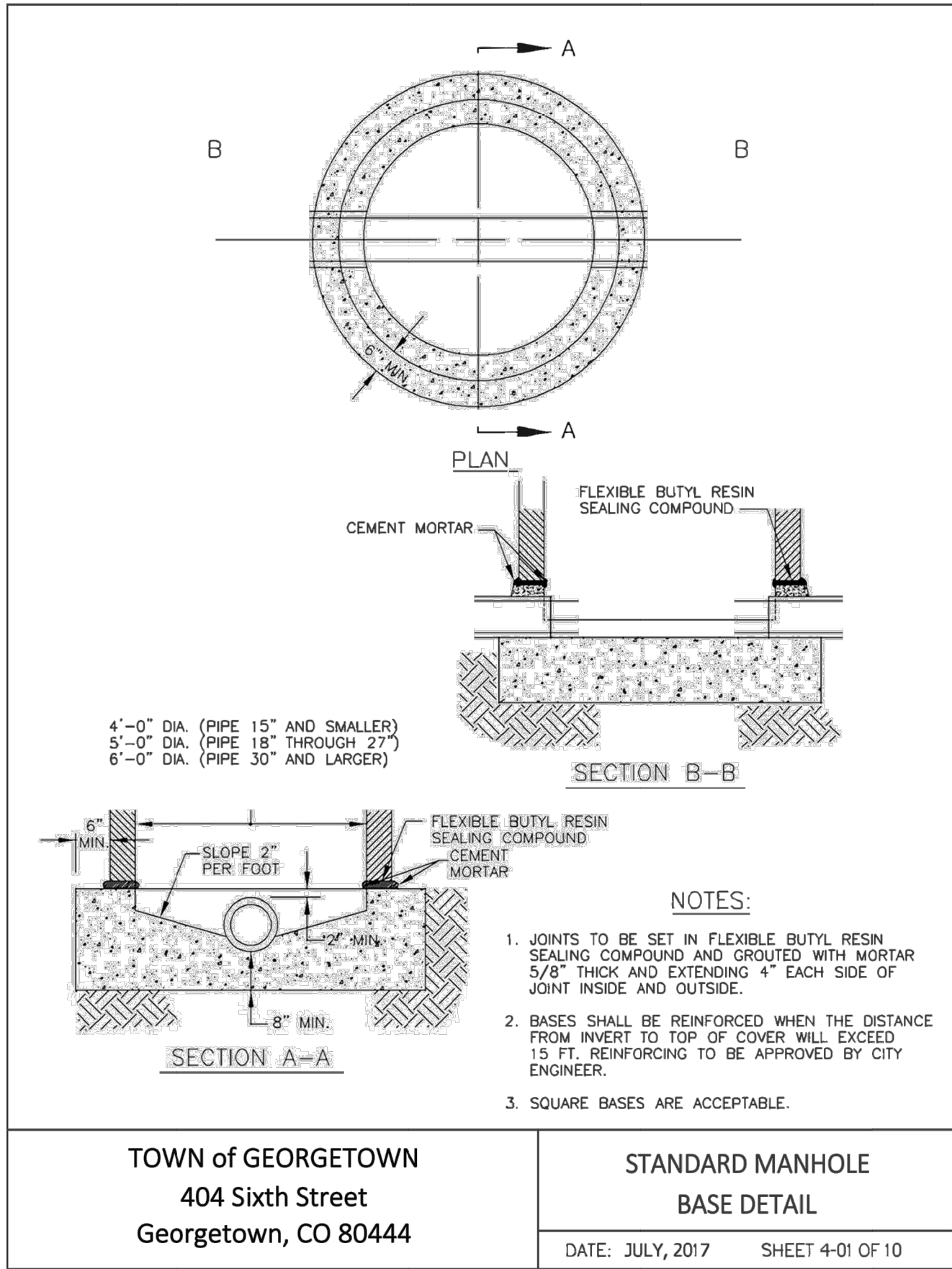
PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION  
DATE: 1/27/21  
FOR AND ON BEHALF OF CLEAR CREEK TECHNICAL SERVICES, INC.



CCTS, Inc. 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com	
WASHINGTON MILLS RESIDENTIAL DIVISION OF LAND UTILITY PLAN AND PROFILES	
PREPARED FOR: WASHINGTON MILLS, LLC MARVIN AND DELENE GEISSNESS P.O. BOX 122 GEORGETOWN, CO 80444 303-569-2901	DATE 12/1/20 REV 01/27/21 PROJECT NO. CCTS C 20-020 SHEET C3.1

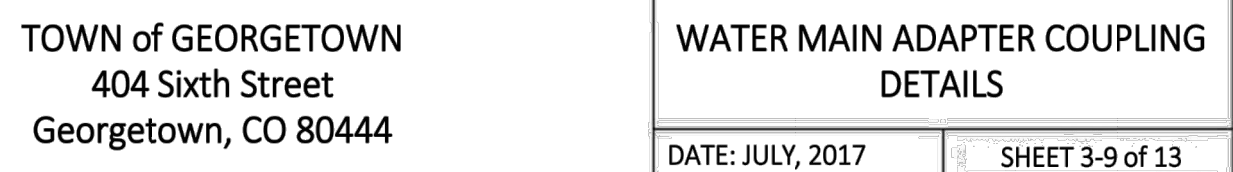
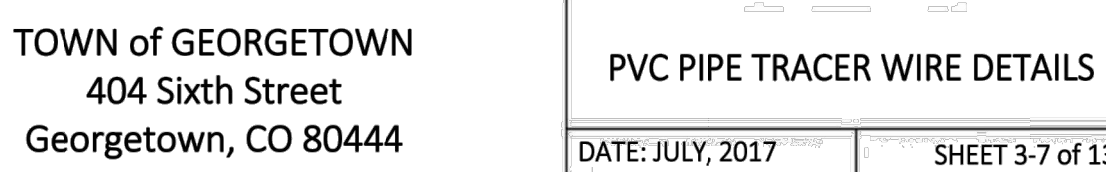
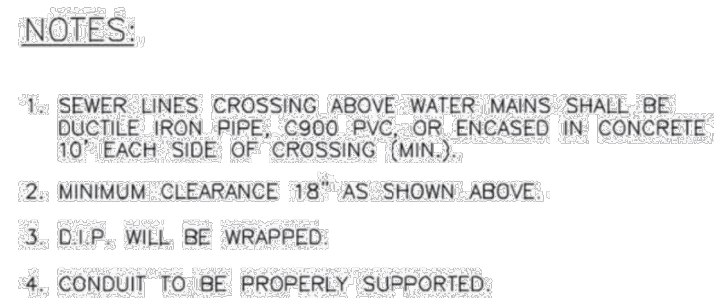
ISSUED FOR APPROVAL



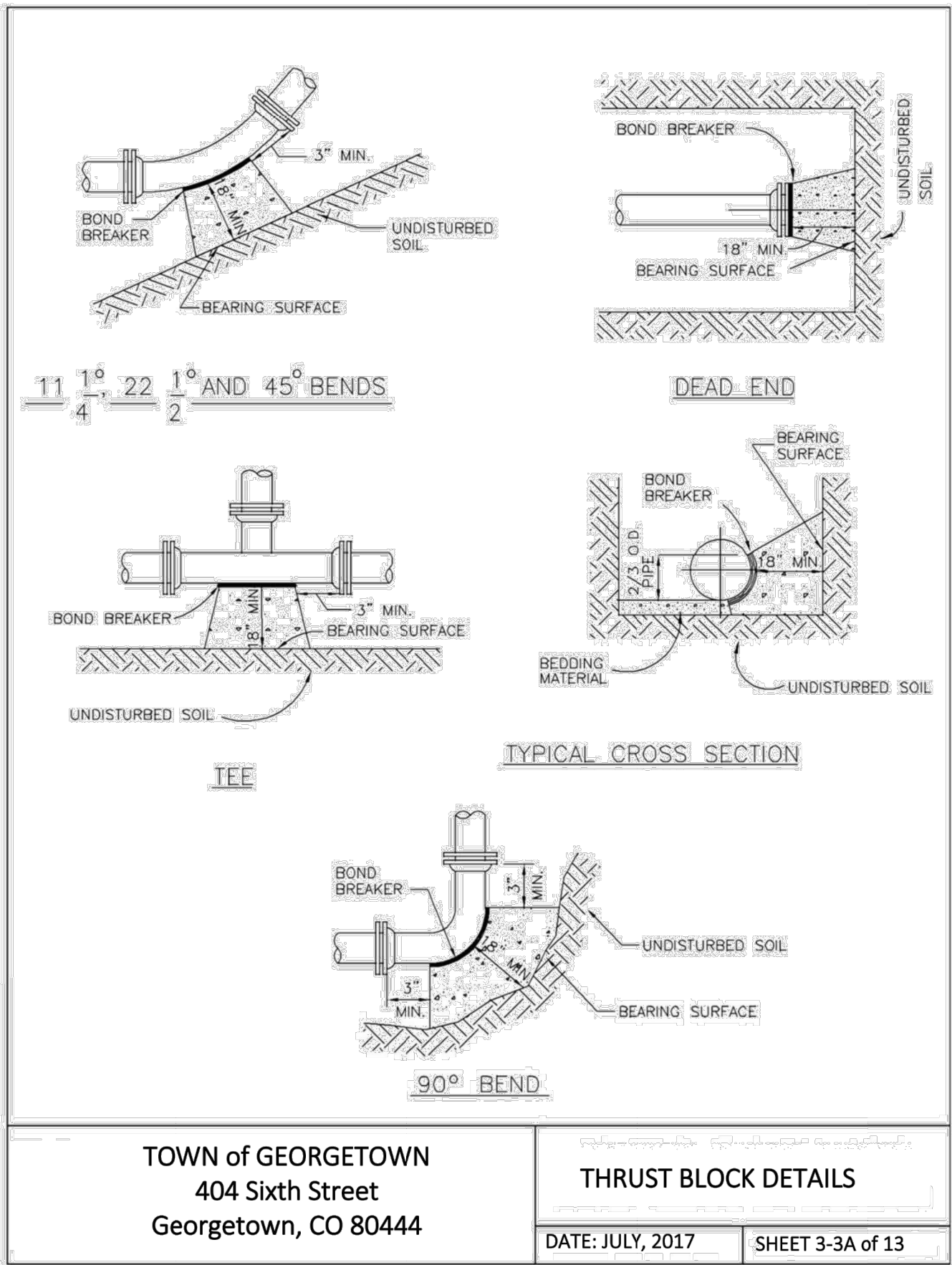


ISSUED FOR APPROVAL









MINIMUM DIMENSIONS FOR THRUST BLOCKS						
FITTING SIZE	TEES & PLUGS		90° BEND		45° BENDS & WYES	
	A	B	A	B	A	B
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	5'-0"
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"

FITTING SIZE	REDUCERS & 22 1/2° BENDS		11 1/4° BENDS	
	A	B	A	B
4"	1'-7"	0'-6"	0'-6"	0'-6"
6"	1'-9"	0'-10"	1'-0"	0'-6"
8"	1'-9"	1'-6"	1'-0"	1'-0"
10"	2'-2"	1'-11"	1'-6"	1'-0"
12"	2'-7"	2'-3"	2'-0"	1'-0"
14"	3'-5"	2'-5"	2'-0"	1'-6"
20"	3'-6"	3'-0"	3'-0"	2'-0"
24"	4'-6"	3'-0"	3'-0"	3'-0"
30"	4'-9"	4'-6"	3'-3"	3'-3"

**GENERAL NOTES:**

- BEARING SURFACE AREAS SHOWN IN CHART ARE MINIMUM.
- BASED ON 150 P.S.I. INTERNAL PIPE PRESSURE.
- SOIL BEARING CAPACITY = 2000 LB/SQ. FT.
- ALL FITTINGS TO BE WRAPPED WITH POLYETHYLENE (MINIMUM 6 MIL.).

NOT TO SCALE

TOWN of GEORGETOWN

404 Sixth Street

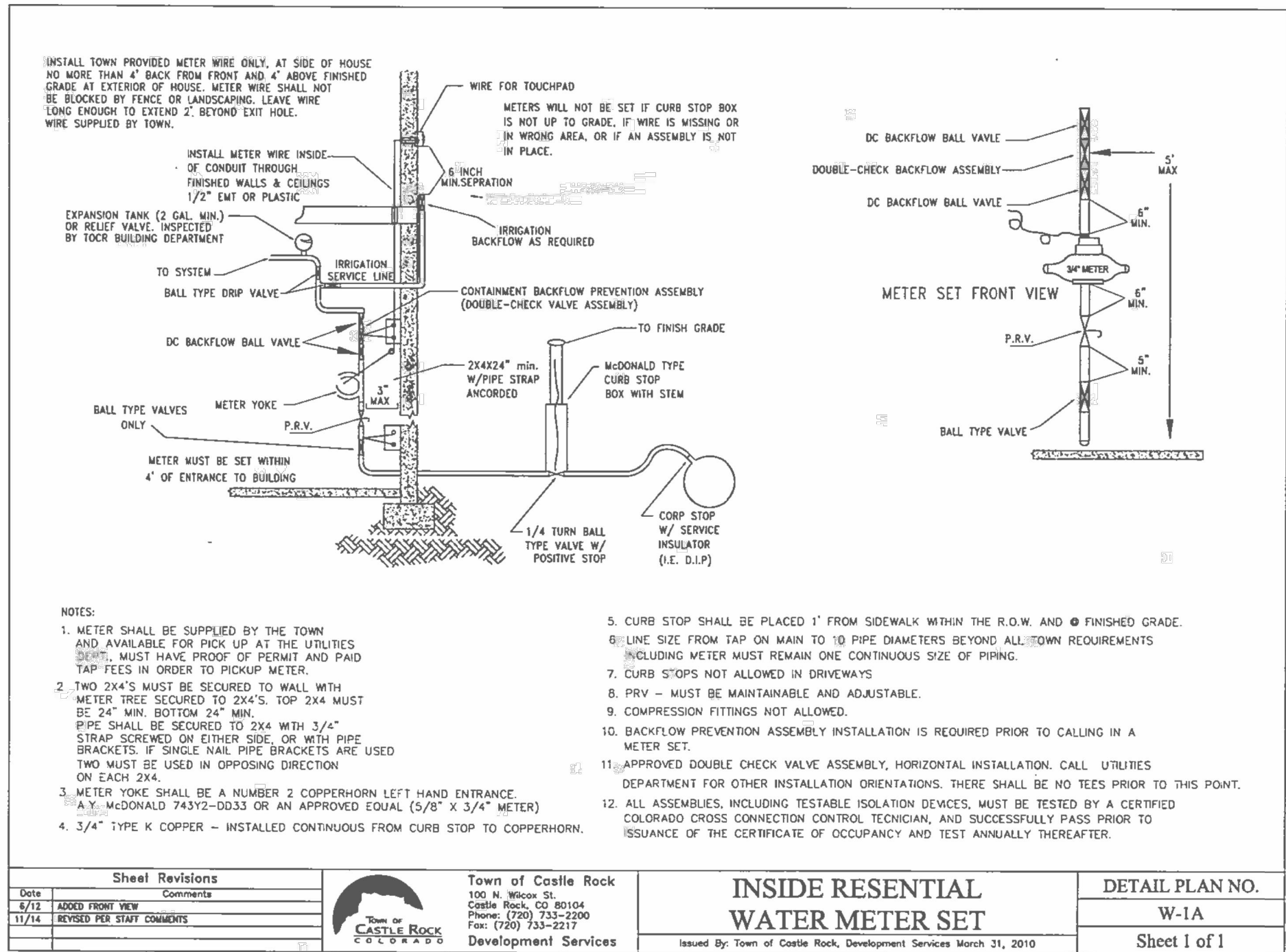
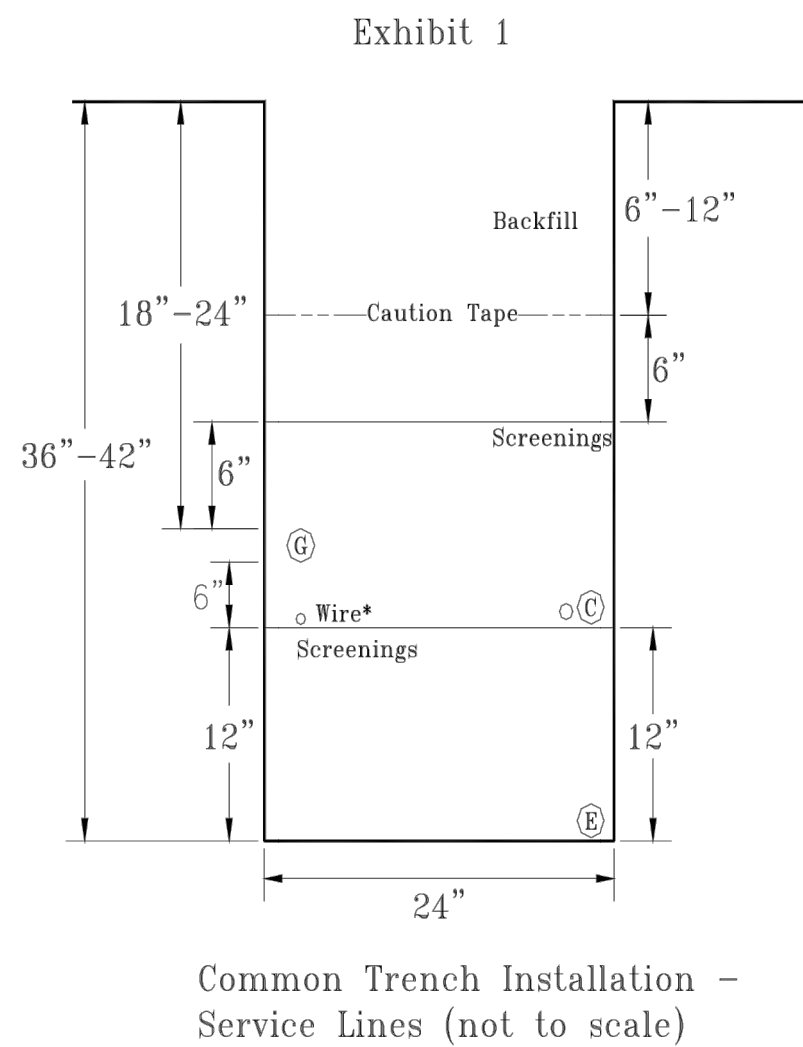
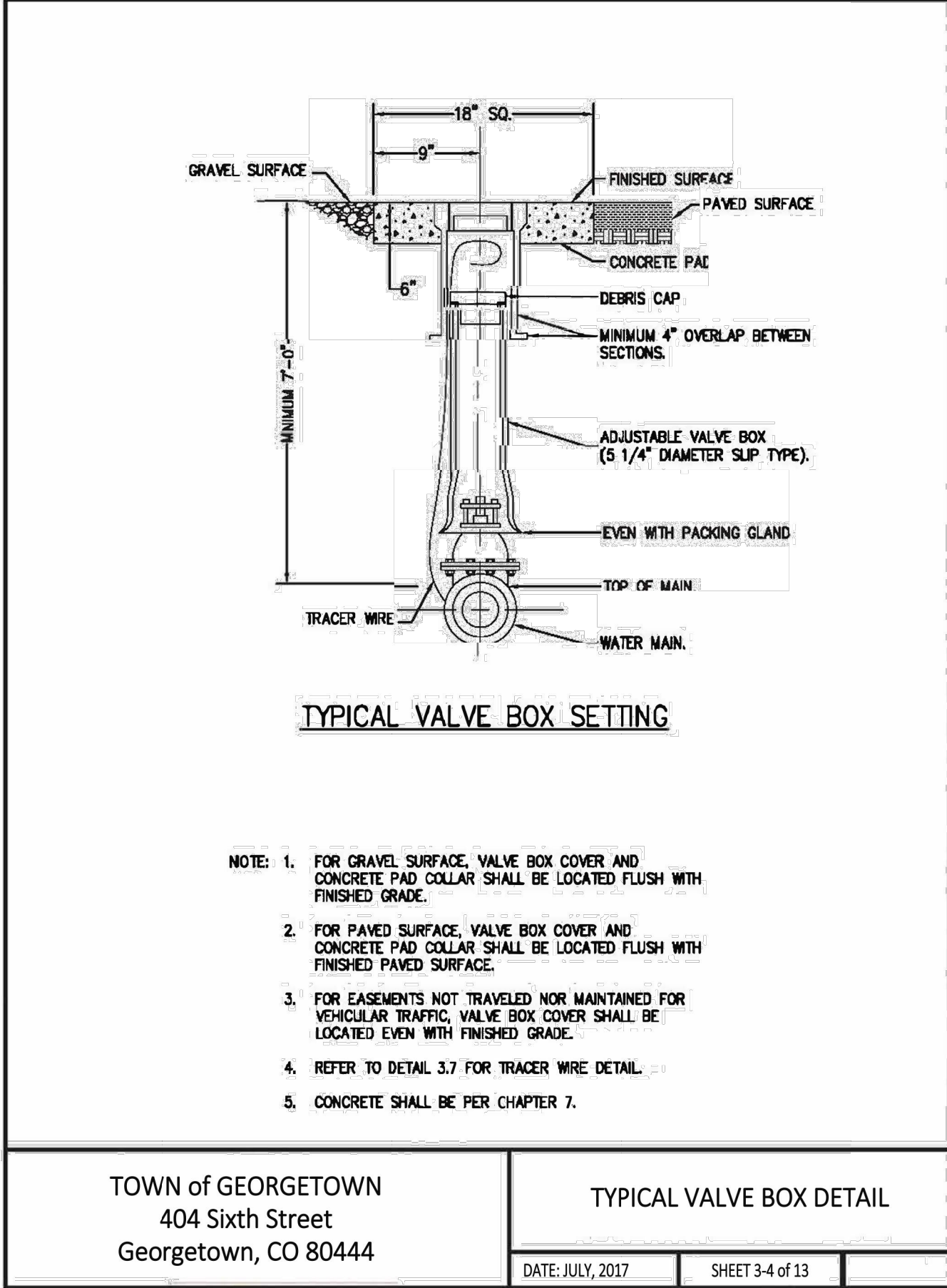
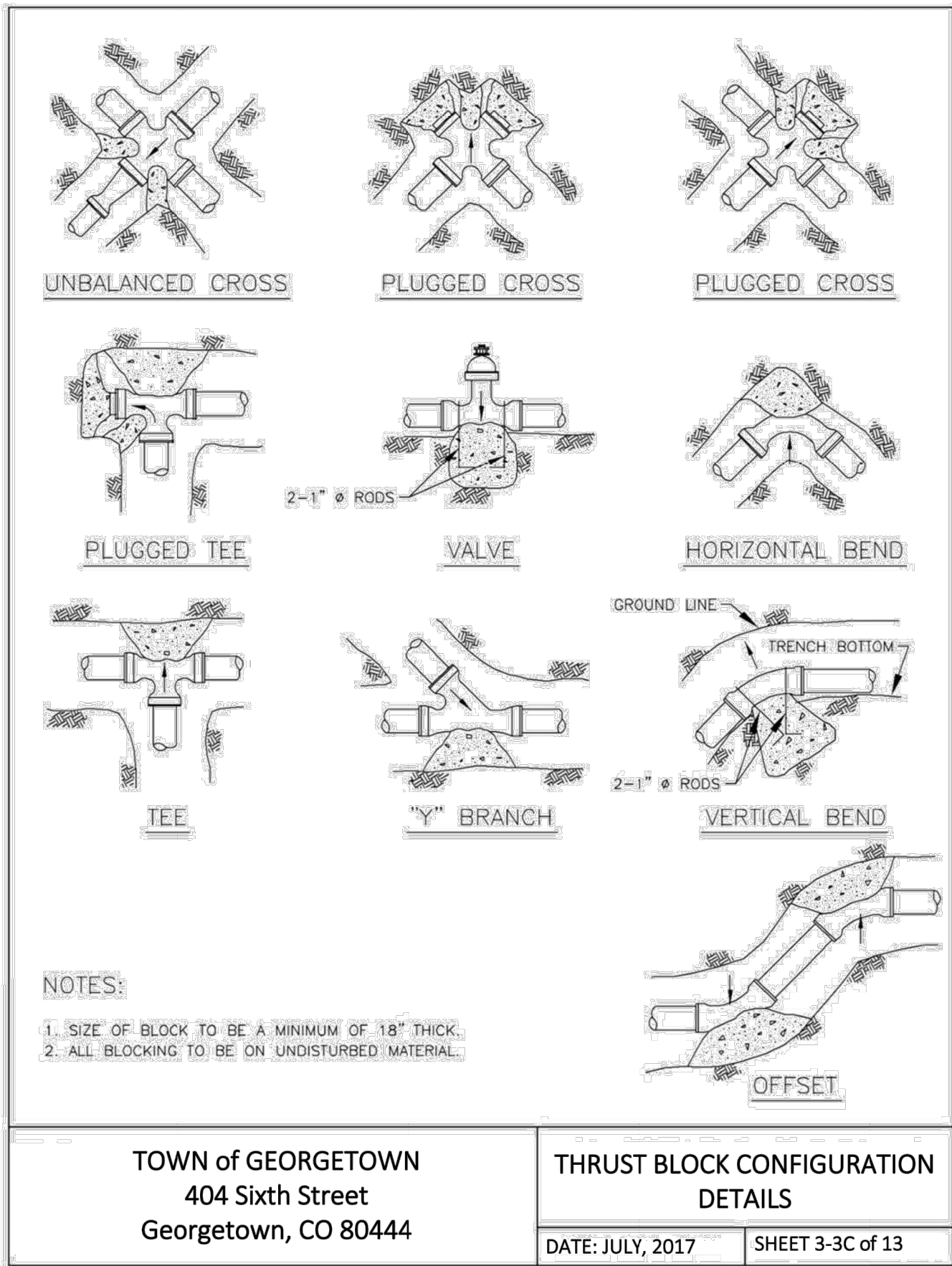
Georgetown, CO 80444

TYPICAL THRUST BLOCK

DIMENSIONS

DATE: JULY, 2017

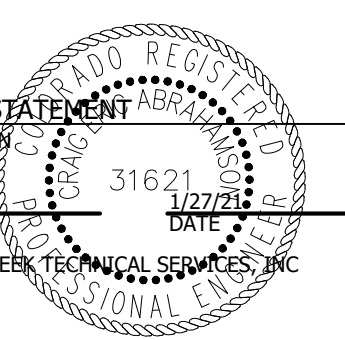
SHEET 3-3B of 13



CASTLE ROCK STANDARD DETAILS PROVIDED FOR GENERAL GUIDANCE ONLY. CONSULT WITH TOWN OF GEORGETOWN UTILITIES AND REFER TO TOWN OF GEORGETOWN CONSTRUCTION STANDARDS FOR SPECIFIC MATERIAL REQUIREMENTS, ESPECIALLY METERS AND BACKFLOW PREVENTION DEVICES.

PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION

CRISTO ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK TECHNICAL SERVICES, INC.



Know what's below.  
Call before you dig.

**CCTS, Inc.** 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com

**WASHINGTON MILLS**  
RESIDENTIAL DIVISION OF LAND  
UTILITY PLAN-DETAILS

PREPARED FOR:  
WASHINGTON MILLS, LLC  
MARVIN AND DELENE GEISNESS  
P.O. BOX 122  
GEORGETOWN, CO 80444  
303-569-2901

DATE 12/1/20 REV 01/27/21  
PROJECT NO. CCTS C 20-020  
SHEET C3.4

ISSUED FOR APPROVAL



CCTS, Inc.  
P.O. Box 194  
Georgetown, CO 80444

January 27, 2021

Mr. Kent Brown  
Town of Georgetown  
P.O. Box 426  
Georgetown, CO 80444

## Public Improvements Design Memorandum

Dear Kent:

On behalf of property owner and Applicant, Marvin Geisness, this memorandum augments the associated civil construction design documents for the proposed Washington Mills Subdivision. Specifically, we address the design approach employed with regard to water and wastewater system improvements identified in the Subdivision Improvements Agreement (SIA) for the project. In addition, minor improvements to the existing travelled way of Biddle Street adjacent to a portion of the subject property is discussed. The adopted Construction Standards for the Town of Georgetown posted on the Town's official website were used as the guiding document. This guidance was augmented through conversations and site visits with Town staff as well as field data collection and observation. Please refer to the associated construction documents provided with, and amended subsequent to, the Final Plat Application package for the project for a graphical depiction and details.

Background: The stretch of Main Street fronting the subject property, has no water, sewer, or natural gas utilities within the right of way between 9<sup>th</sup> and 10<sup>th</sup> Streets. Based on field observations and conversations with Town staff, Biddle Street, which borders the subject property on the east, has within the right of way water, sewer and natural gas utilities extending to a point approximately 185 north of the intersection of 9<sup>th</sup> and Biddle, and there are existing east-west water and sewer mains within 9<sup>th</sup> and 10<sup>th</sup> Streets where they intersect with Main Street.

Water System Distribution Improvements: The proposed water system improvements consist of a 6" C900 water main from 9<sup>th</sup> Street to 10<sup>th</sup> Street, connecting with the existing mains within those rights of way. This main, which will create a loop in the existing system, will serve four of the six proposed lots. Lots 3, 4, and 5 will be served directly from the Main Street right of way, while Lot 8 will be served via a utility easement from Main to Biddle. Proposed Lots 6 and 7 will be served from the existing water main on Biddle Street. The design meets the Construction Standards as provided for in Chapter 3. Based on conversations with Town staff, it was determined that a water system design report is not required for this project.


Sewer Collection System Improvements: The proposed sewer collection system improvements consist of a new 8" SDR35 sewer main that runs from the existing manhole located at the

intersection of 10<sup>th</sup> and Main Streets to a point approximately 312 feet west within Main Street. This main, which will include the addition of two manholes, will serve all six proposed lots. Lots 3, 4, 5 and 6 will be served directly from the Main Street right of way, while Lots 7 and 8 will be served via utility easements that run from Main to Biddle. The design meets the Construction Standards as provided for in Chapter 4km other than the maximum allowable slope limitation of 0.0180 ft/ft specified in Table 4.24.2. *A deviation from the Construction Standards in Table 4.24.2 is hereby requested to permit a maximum slope of 0.0304 ft/ft due to the grade of existing Main Street.*

Biddle Street Right-of-Way Improvements: Although not included in the conditions of approval related to the Preliminary Plat Application, the Applicant agrees to make minor improvements to the Biddle Street right of way to improve the existing as-travelled roadway alignment. The scope of the propose improvements are based on field observations and conversations with Town staff and are consistent with the Applicant's presentation during the Preliminary Plat hearing. Specifically, the improvements consist of minor widening of a portion of the as-traveled road (approximately 4 feet) to improve the alignment and its relation to the west right of way line. The details of the improvements are included in the Construction Documents. On this basis, *the Applicant hereby requests a deviation from Chapter 6 of the Construction Standards.*

Schedule of Development: It is the intent of the developer to begin installation of utility infrastructure in March of 2021 with completion in May of 2021.

Sincerely,

A handwritten signature in black ink that reads "Craig E. Abrahamson". The signature is written in a cursive, flowing style.

Craig E. Abrahamson, P.E.

CCTS, Inc.  
P.O. Box 194  
Georgetown, CO 80444

February 23, 2021

Mr. Kent Brown  
Town of Georgetown  
P.O. Box 426  
Georgetown, CO 80444

Addendum No. 1 to Public Improvements Design Memorandum

Dear Kent:

On February 17, 2021 we received an email from Bob Orsatti, consulting civil engineer for the Town. The email, which is attached hereto, requested additional information on two general topics: drainage and traffic/road improvements. This addendum to our January 27 Design Memorandum is based on the requests articulated in that email and clarified during a follow-up telephone conversation with Mr. Orsatti on February 18, 2021.

Regarding “information on how the development will address historic surface drainage impacts and public/private safety concerns”, Mr. Orsatti clarified that the intent here is not a “full-blown drainage study” or detention/retention measures, but rather a demonstration that the proposed development will not result in unforeseen drainage problems and erosion on neighboring private or Town owned property. He indicated that this could include a basic runoff analysis using the Rational Method.

We have completed a basic drainage analysis to accompany the existing grading and drainage plan included with the submittal. The peak runoff was calculated for both the existing and proposed conditions using the Rational Method, the raw results of which are attached to this memo. Based on guidance provided in the UDFCD Manual Volume 1, impervious values of 20% and 45% were used for the existing and developed conditions, respectively, along with NoAA Atlas 14 Rainfall Depths for Georgetown to determine the peak runoff for various storm events. The results for the 5-year, 10-year, and 100-year events are summarized in the following table.

<b>Rainfall Event</b>	<b>5-Year Peak RO (cfs)</b>	<b>10-Year Peak RO (cfs)</b>	<b>100-Year Peak RO (cfs)</b>
Existing Conditions	0.14	0.18	0.60
Developed Condition	0.44	0.54	1.17

The design point used for both conditions as well as the general existing and proposed drainage patterns are illustrated on Sheet 2.2 of the construction drawings. The proposed conditions result in a modest increase in peak runoff values, even in the 100-year event. Further, an analysis of the basic 3 ft compacted gravel roadside ditch and roadway indicated that 5 and 10-

year events will not result in runoff velocities that are likely to cause erosion beyond normal wear and tear conditions and that the 100-year event will not result in runoff depths greater than approximately 3 inches, well below the crown of the existing roadway.

As for “anticipated development vehicle counts, proposed road improvements and traffic safety, we have added site distance triangles for each of the three intersections in the vicinity of the property to demonstrate that the building envelopes lie outside of the restricted areas based on the current alignment of the travelled roadways. In addition to the typical Biddle Street cross section included in our previous submittal and described in our original design memorandum, we have added a typical section for Main Street, which fronts the west side of the property. Note that the east edge of the as-travelled gravel alignment lies approximately 15 feet west of the eastern ROW line. The area in between will be graded to conform with the final grading of the property and relationship to Main Street.

Regarding development vehicle counts, we have assumed an average of 10 vehicle trips per day per dwelling based on commonly accepted trip generation rates. Ignoring the fact that the property has an existing use by right for one single family dwelling unit currently, the development will conceivably generate 60 total vehicle trips per day, half originating on Biddle Street and half on Main Street. Assuming nearly all of the trips will involve traversing Main Street in front of the property as it is the route to and from the Gateway Commercial area, the 60 vehicle trips per day will translate into 120 vehicles per day on Main Street. Main Street is classified most closely as a Local Street, for which the construction standards establish a capacity of 2,500 vehicles per day, of which the development would contribute approximately 5%.

There is no posted speed limit for Main Street or Biddle Street in proximity to the subject property. However, the generally accepted speed limit in the neighborhood is 20 mph. Traffic control at intersections in the general vicinity of the subject property consist of north and southbound stop signs on Main Street at the intersection with 9<sup>th</sup> Street to the south of the subject property and a southbound stop sign on Biddle Street at the intersection with 9<sup>th</sup> Street. There no traffic control devices or signage at the intersection of Main and 10 Streets.

We propose adding driveway “advisory” signs along Main Street as illustrated on Sheet C2.1. While there is not a specific sign for this purpose designated in the MUTCD, we would propose working with the Town’s consulting engineer to determine the most appropriate design and size for the purpose given the unique character of the roadways within the historic areas of Georgetown.

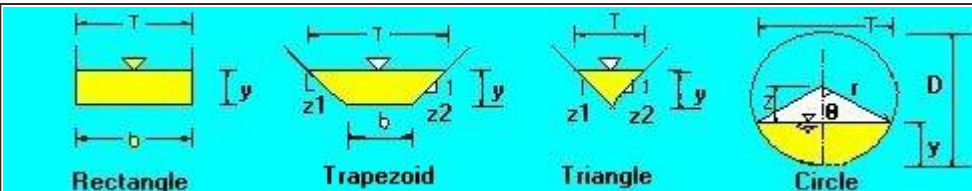
Sincerely,

A handwritten signature in cursive script that reads "Craig E. Abrahamson".

Craig E. Abrahamson, P.E.

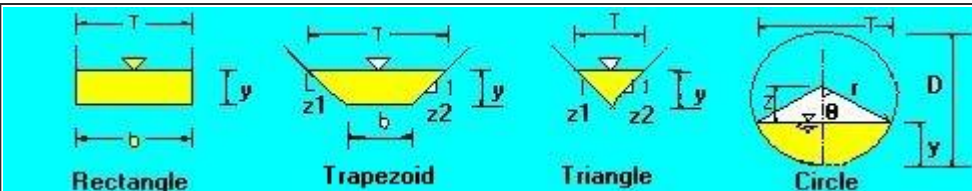
## Calculation of Peak Runoff using Rational Method

$$Q_{\text{cf}} s_j = \text{CIA}$$
[illegible]

The open channel flow calculator					
<b>Select Channel Type:</b> Triangle ▼		 <div style="display: flex; justify-content: space-around; font-weight: bold; font-size: small;"> <span>Rectangle</span> <span>Trapezoid</span> <span>Triangle</span> <span>Circle</span> </div>			
Velocity(V)&Discharge(Q) ▼		<b>Select unit system:</b> Feet(ft) ▼			
Channel slope: 0.0435 <small>ft/ft</small>		Water depth(y): .15 <small>ft</small>		Bottom W(b) 0 <small>ft</small>	
Flow velocity 2.3886 <small>ft/s</small>		LeftSlope (Z1): 10 <small>to 1 (H:V)</small>		RightSlope (Z2): 10 <small>to 1 (H:V)</small>	
Flow discharge 0.5374 <small>ft^3/s</small>		Input n value 0.023 or select n			
Calculate!		Status: Calculation finished		Reset	
Wetted perimeter 3.01 <small>ft</small>		Flow area 0.22 <small>ft^2</small>		Top width(T) 3 <small>ft</small>	
Specific energy 0.24 <small>ft</small>		Froude number 1.54		Flow status Supercritical flow	
Critical depth 0.18 <small>ft</small>		Critical slope 0.0167 <small>ft/ft</small>		Velocity head 0.09 <small>ft</small>	

Copyright 2000 Dr. Xing Fang, Department of Civil Engineering, Lamar University.



The open channel flow calculator					
<b>Select Channel Type:</b> Triangle ▼		 <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Rectangle</span> <span>Trapezoid</span> <span>Triangle</span> <span>Circle</span> </div>			
Velocity(V)&Discharge(Q) ▼		<b>Select unit system:</b> Feet(ft) ▼			
Channel slope: 0.0435 <small>ft/ft</small>		Water depth(y): .3 <small>ft</small>		Bottom W(b) 0 <small>ft</small>	
Flow velocity 3.7916 <small>ft/s</small>		LeftSlope (Z1): 10 to 1 (H:V)		RightSlope (Z2): 10 to 1 (H:V)	
Flow discharge 3.4124 <small>ft^3/s</small>		Input n value 0.023 or select n			
Calculate!		Status: Calculation finished		Reset	
Wetted perimeter 6.03 <small>ft</small>		Flow area 0.9 <small>ft^2</small>		Top width(T) 6 <small>ft</small>	
Specific energy 0.52 <small>ft</small>		Froude number 1.73		Flow status Supercritical flow	
Critical depth 0.37 <small>ft</small>		Critical slope 0.0133 <small>ft/ft</small>		Velocity head 0.22 <small>ft</small>	

Copyright 2000 Dr. Xing Fang, Department of Civil Engineering, Lamar University.

10TH STREET  
40' RIGHT-OF-WAY

FOUND #5 REBAR W/  
PLASTIC CAP L.S.#25373

LOT 2 (EXISTING)

FOUND #5 REBAR W/  
PLASTIC CAP L.S.#25373

LOT 1 (EXISTING)

FOUND #5 REBAR W/  
PLASTIC CAP L.S.#25373

SOUTHWEST CORNER OF LOT 2, BLOCK 43, GEORGETOWN

POINT OF BEGINNING  
SOUTHWEST CORNER OF LOT 2, BLOCK 43, GEORGETOWN

LOT 3  
5,010 SQ. FT.  
0.115 ACRES

10' DRAINAGE &  
UTILITY EASEMENT

LOT 4  
5,023 SQ. FT.  
0.115 ACRES

10' DRAINAGE &  
UTILITY EASEMENT

LOT 5  
5,037 SQ. FT.  
0.116 ACRES

10' DRAINAGE &  
UTILITY EASEMENT

LOT 6  
10,320 SQ. FT.  
0.237 ACRES

LOT 7  
6,796 SQ. FT.  
0.156 ACRES

LOT 8  
8,274 SQ. FT.  
0.190 ACRES

MAIN STREET  
30' RIGHT-OF-WAY

WESTERLY LINE OF BLOCK 43 (BASIS OF BEARINGS)

BIDDLE STREET  
40' RIGHT-OF-WAY

9TH STREET  
40' RIGHT-OF-WAY

906 MAIN STREET

902 MAIN STREET

301 9TH STREET

BLOCK 44

BLOCK 122

Plat Note: Mine waste rock located on Lot 8 shown in accordance with the Materials Management Plan resolution of the Final Plat approval resolution by the Board of Directors prior to the issuance of a Certificate of Occupancy for the structures erected on Lots 3 through 8.

**SURVEYOR'S CERTIFICATE:**

I, Richard P. Palmer, being a registered land surveyor in the State of Colorado, do hereby certify that this plat of Washington Mills was prepared by me and under my supervision and the survey and area are true and accurate to the best of my knowledge and belief and were placed pursuant to Sec. 38-51-105, C.R.S.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Richard P. Palmer, Colorado Registration No. 25375



KNOW ALL PERSONS BY THESE PRESENTS:  
That \_\_\_\_\_, being the owner or owners of the following described real property  
situate in the Town of Georgetown, County of Clear Creek and State of Colorado, to wit:

Legal Description shown on Land Survey Plat of Geisness-Buckley Division of Land and Boundary Line Adjustment recorded December 13, 2011 in Book 846 at Page 259, described as follows:

That Portion of Block 43 within the Town of Georgetown described as follows:

Beginning at the Southwest corner of Lot 2, Block 43, from which the Northwest corner of Lot 1 in said Block 43 bears North 08°44'14" East, a distance of 50.00 feet;

Thence South 81°21'30" East, a distance of 150.11 feet to the Southeast corner of Lot 1 in said Block 43; Thence South 08°23'54" West, along the Easterly line of said Block 43, a distance of 291.68 feet to the Northeast corner of that portion of Block 43, described in Book 432 at Page 870 in the records of the Clear Creek County Clerk and Recorder;

Thence North 80°34'52" West, along the Northerly line of said portion of Block 43, a distance of 74.73 feet to the Northeast corner of that portion of Block 43 described in Book 469 at Page 516 in said records also being the Southeast corner of that portion of Block 43 described in Book 395 at Page 96 in said records;

Thence North 06°51'15" East along the Easterly line of said portion described in Book 305 at Page 96, a distance of 44.96 feet;

Thence North 80°49'40" West, a distance of 75.64 feet to the Westerly line of said Block 43;

Thence North 08°44'14" East, along said Westerly line, a distance of 245.00 feet to the Point of Beginning.

All in County of Clear Creek, State of Colorado.

has laid out, subdivided and platted the same into lots, tracts, streets, and easements as shown herein under the name and style of WASHINGTON MILLS, and by these presents does hereby set apart and dedicate to the Town of Georgetown for public use all of the streets, alleys and other public ways and places as shown hereon, and hereby dedicates those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon [and/or other purposes, as appropriate to the subject plot].

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner's or Owners' Name(s)  
STATE OF COLORADO )

\_\_\_\_ ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (\_\_\_\_\_) Marvin Geisness

\_\_\_\_\_ does hereby certify that we have examined the title to all lands shown hereon and all lands herein dedicated by virtue of the plat, and title to all such lands is in the above-named Owner(s) free and clear of all liens, taxes and encumbrances, except as follows:  
(necessary descriptions when applicable)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Agent/Officer \_\_\_\_\_  
/s/ Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )  
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_

Witness my hand and official seal.  
(SEAL) Signature of Notary Public  
My commission expires: \_\_\_\_\_

1.) The basis of bearings for this legal description is the Westerly line of Block 43, Town of Georgetown, being monumented on the North and South by #5 rebar with plastic cap L.S. 25373. Said line bears South 08 degrees 44 minutes 14 seconds West, a distance of 245.00 feet.

2.) The subject property does not lie within a special flood hazard area as defined by the Federal Emergency Management Agency, the property lies within zone X of the Clear Creek County Flood Insurance Rate Map identified as community number 0800035, panel 0179, suffix E, bearing an effective date of July 17, 2012.

3.) The subject property has total area of 40,460 square feet or 0.929 acres.

This plat is approved\* this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
/s/ TOWN OF GEORGETOWN PLANNING COMMISSION BY: \_\_\_\_\_

Police Judge/Mayor

(SEAL)  
ATTEST:  
Town Clerk

This approval does not guarantee that the type of soil, geology, drainage or flooding conditions of any lot shown here are such that a building permit may be issued. This approval is also with the understanding that all expenses including necessary improvements for all utility service, paving, grading, landscaping, curbs, gutters, street lights, street signs, and sidewalks shall be paid by the owner of the Town of Georgetown. It is further hereby stated that acceptance of this platte subdivided by the Town of Georgetown does not automatically constitute an acceptance of the roads, rights-of-way and other public improvements shown here for maintenance by said Town. Until such roads and rights-of-way and improvements meet Town specifications and are specifically inspected and accepted by the Town, the maintenance, construction, reconstruction, repair, and improvement of the roads, rights-of-way and improvements are the sole responsibility of the subdivider and owners of the land embraced within this subdivision.

STATE OF COLORADO     )  
TOWN OF GEORGETOWN     ) ss.  
COUNTY OF CLEAR CREEK     )

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_\_.M., \_\_\_\_\_ and is duly recorded.

Town Clerk

STATE OF COLORADO )  
 ) ss.  
COUNTY OF CLEAR CREEK)  
I hereby certify that this plat was accepted for filing and recorded in the office of the Clear Creek  
County Clerk and Recorder on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ under reception  
No. \_\_\_\_\_, and / or Book \_\_\_\_\_, Page \_\_\_\_\_, at \_\_\_\_\_ o'clock.

Clear Creek County Clerk and Recorder  
(Seal)

This plat is approved\* this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
/s/ TOWN OF GEORGETOWN PLANNING COMMISSION By: \_\_\_\_\_

Chairperson

Plat Note: Mine waste rock located on Lot 8 shall be mitigated in accordance with the Materials Management Plan considered as an element of the Final Plat approval resolution by the Board of Selectmen prior to the issuance of a Certificate of Occupancy for any structures erected on Lots 3 through 8.

I, Richard P. Palmer, being a registered land surveyor in the State of Colorado, do hereby certify that this plat of Washington Mills was prepared by me and under my supervision, that both the plat and survey are true and accurate to the best of my knowledge and belief, and that monuments were placed pursuant to Sec. 38-51-105, C.R.S.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Richard P. Palmer, Colorado Registration No. 25375

DATE: 11-12-2020  
SCALE: 1 INCH = 30 FEET  
DRAWN BY: SAA  
REVIEWED BY: RICK PALMER  
PROJECT NO.: 2020-146

**PWSI, INC.**

---

LAND SURVEYING   MAPPING   CONSTRUCTION   TRIMBLE GPS

7550 WEST YALE AVE. SUITE B-110  
DENVER, COLORADO 80110  
PHONE: (303) 904-1345  
FAX: (303) 904-1346  
EMAIL: RICK@PWSI.NET

# Materials Management Plan

## Washington Mills Subdivision, Georgetown

December 16, 2020 Revised 1/26/21

### 1 Introduction

The purpose of this Materials Management Plan (MMP) is to specify how the mining waste rock and potentially contaminated soils that may be encountered on this parcel will be handled during site development. A Site Plan revised January 26, 2021 is the most current site plan. The site is currently vacant but will be developed with a residence in the near future. The Town of Georgetown Planning Commission and Town Staff require this MMP as part of site development review and approval.

This document has been prepared by Robin Fryberger, P.E. of Sundance Environmental Consultants and Craig E. Abrahamson, P.E. of Clear Creek Technical Services, Inc.

#### 1.1 Key Personnel

This MMP is to be implemented specifically at the direction of and with the oversight of Craig Abrahamson, P.E. He is designated as the MMP Supervisor. He is the lead civil engineer and client representative for this development. He is qualified for this role based on his previous environmental management experience in this Town and County, his key role in the development of the project, and his licensure as a Professional Engineer in Colorado. He will be assisted as necessary by Robin Fryberger, P.E. The Project Owner is Washington Mills, LLC.

#### 1.2 Site Background

The property is located within the boundaries of the Central City Clear Creek Superfund Site study area. This property has not been identified as a priority location for remediation under CERCLA; however, there appears to be a limited amount of historic mine waste on the site that is likely associated with the adjacent historic Capital Prize Mine.

#### 1.3 Site Description

The overall property consists of slightly more than 40,000 square feet of land area surrounded by existing residential development on all sides, as presented on the attached Site Plan. The site is generally gently sloping east to west with the exception of the northeast corner of the property, Lot 8, where fill has been deposited to create slopes of approximately 2:1 vertical:horizontal. The majority of the site is vegetated with native grasses and shrubs as well as sparsely spaced coniferous trees. There is no evidence of any standing water on the property and the site sits upon an alluvial fan so it is likely that groundwater is deep (>10 feet) relative to elsewhere in the valley. Development of the property will likely involve balanced cut/fill volumes of approximately 3,000 cubic yards. This property will be developed for residential use.

## 2 Environmental Conditions

### 2.1 Soil Sampling

Three representative soil samples were collected of the unvegetated overburden along the east edge of Lot 8 on November 13, 2020. The soils here consist of rock, sand-sized particles, and some silt- and clay-sized particles with colors of brown, tan, grey and gold. The samples were analyzed for the eight RCRA heavy metals. The most consequential laboratory results are listed in the table below, and the original laboratory results are attached at the end of this document:

Heavy Metal	Average Concentration (mg/kg)	Screening Level (mg/kg)	Source of Screening Level
Arsenic	56	11	Colorado allowable background concentration
Lead	1040	400	EPA Regional Screening Level - Residential

mg/kg = milligrams per kilogram, parts per million

### 2.2 Screening Levels

The soil screening levels have been selected based on guidance from the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division. The screening level for lead is taken from the EPA Regional Screening Level Summary Table, Resident Soil, with an incremental cancer risk of  $10^{-6}$  and a hazard index of 1.0, November 2020. The screening level for arsenic is based on the Colorado-specific guidance, Risk Management Guidance for Evaluating Arsenic Concentrations in Soil, July 2014. These screening level values are listed in the above table. The average concentrations of arsenic and lead at the site are several times higher than the screening levels listed.

The Area of Concern for this MMP is marked on the Site Plan as “approximate extent of waste rock debris” within Lot 8. These mining waste soils must be managed carefully to prevent human exposure during site grading and future residential land use.

## 3 Management Approach

The overall approach to managing these potentially contaminated soils is consolidating and capping them on the site so that a future resident cannot be exposed by accidental physical contact. In addition, these capped soils will not be a source of potential fugitive dust in the future. This common-sense approach has been developed to ensure the viability of this development project to all stakeholders, in the near-term and in the long-term.

It is noted that additional mine waste materials will still be present at nearby, offsite locations, such as on the vacant lots to the north and at the historic mining property uphill and to the northeast. It is implicit that the management for this site does not reduce the stability of the offsite mine waste deposits or exacerbate any potential health risks due to these offsite mine waste deposits. For example, site work cannot destabilize any soils across the lot line that could sluff off onto Lot 8 or the adjoining property in the future.

## 4 Materials Handling

The estimated 3,000 cubic yards of material will be graded to pre-approved portions of the property, following the final topographic contours shown on the Site Plan. Capping materials will include concrete foundations or driveways, an identification layer, clean soil / fill, and imported rip-rap rock. Important elements of the materials handling are detailed below.

### 4.1 Grading

The site will be re-graded to meet the final grade contours as shown on the Site Plan. Grading will be performed with heavy equipment operated by trained personnel. Benching of the hill side will be incorporated as needed to provide a stable base for the capping materials.

### 4.2 Dust Control

Dust control is required to:

- Minimize the generation of visible dust due to site activities;
- Limit off site migration of fugitive dust due to site activities; and
- Control worker or public exposure to dust generated by site activities.

Water spraying is the foremost method to control dust generation during soil grading and capping. The water used for dust control must not contain elevated levels of salts, oils, or unsanitary components. Dust control water will be obtained from fire hydrants near the work area, or another readily accessible source.

A water truck or other spray hose system must be used to wet any areas prior to and during grading. If the overburden is dry, or if visible dust is observed during grading, the rate of soil wetting must be increased. If water spraying is not effective at controlling airborne dust, equipment operation speed must be reduced. Work may need to be temporarily suspended if water spraying does not effectively control dust generation, or if wind speed makes dust control not possible. Although not all soils or dust will contain elevated levels of heavy metals, dust control must be performed at all times to maintain a positive perception by the public during site grading and soil handling.

If any hauling of imported clean fill or overburden is necessary, all loads are to be tarped to further limit dust generation, and to maintain positive public perception regarding dust control. Haul roads must also be wetted if they are used.

If stockpiling of the soil is to take place at the site:

- Water shall be periodically sprayed on stockpiles to maintain sufficient moisture content so as to minimize or prevent offsite fugitive dust emissions.

- If stockpiles are to remain on-site during a period of construction inactivity exceeding 14 days, where periodic water spraying will not be conducted or is impractical, and high wind speeds are anticipated that would result in fugitive dust emissions from the stockpiles, additional mitigation

measures shall be implemented that may include: (1) covering of the stockpile with a wind-resistant tarp or (2) application of a chemical tackifier or soil stabilizer to the exposed surface of the stockpile. The site manager shall be responsible for determining the need for these additional mitigation measures on a case-by-case basis.

### 4.3 ID Layer

An identification (ID) layer consisting of orange geotextile fabric or similar material will be placed on top of any of the overburden soil graded as mining waste. This will serve as a warning layer that mining waste overburden soils are present beneath it. This is intended to prevent accidental breaching or dispersal of the overburden soils in the future.

### 4.4 Capping

An engineered cap will be placed over the overburden and orange ID layer. The cap will consist of the following types of materials:

- Concrete foundation or driveway
- 6- to 9-inch rip-rap rock, imported
- 18" of clean topsoil or common fill if needed

The target thickness of the cap is 18 inches if imported rock or fill are used. A cap of concrete will have a thickness as specified for the foundation or driveway, such as 4-6 inches. The rip-rap must be placed in a manner that will render it permanently stable for any final slope that it may cover, such as by benching of the hill side. Any imported fill must be compacted to project specifications.

## 5 Plan Implementation

Implementation of this MMP requires qualified oversight and safety measures for worker protection in order to complete the site grading and capping according to the approved design and this MMP. Additional soil sampling could be required.

### 5.1 Oversight

This grading and capping work must be implemented by trained personnel and overseen by an individual who understands the overall intent and specific requirements of this MMP. Craig Abrahamson, P.E. will perform this oversight as the MMP Supervisor. In this role he must be present for any grading activities and use his authority to ensure compliance with this MMP. The grading, ID layer placement, and capping must be completed as designed, and any variations must be explained in the project as-built documentation.

## 5.2 Safety and Health

It is the contractor's responsibility to prepare, maintain and follow a site-specific health and safety plan that is protective of all site workers and the general public during this work. The HASP shall include proper ppe for site personnel, e.g. NIOSH/MSHA approved dust masks

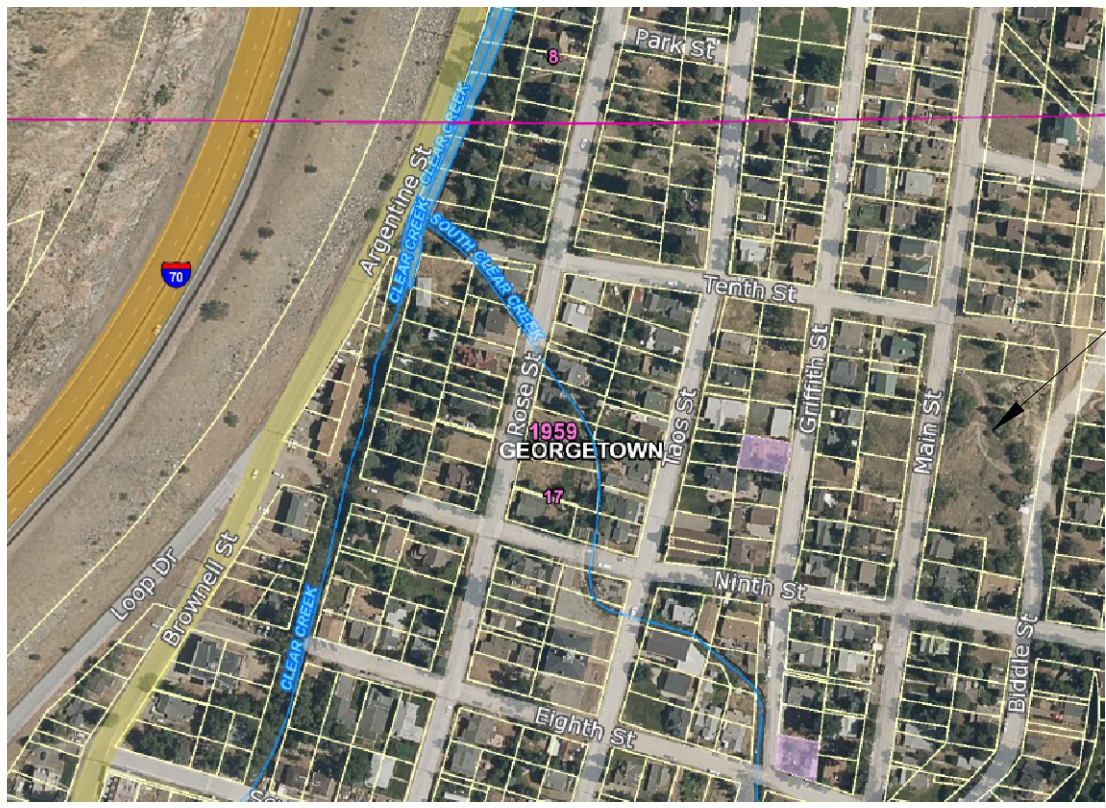
## 5.3 Soil Sampling

Additional soil sampling may or may not be required to handle these overburden materials appropriately. In the event that mine waste overburden materials are encountered that are not represented by the November 13, 2020 soil samples described in Section 2.1, the MMP Supervisor may need to perform additional soil sampling. An Environmental Professional may be brought to the site, if appropriate based on new site conditions. Soil sampling must follow applicable industry methodologies for collecting representative samples. The samples are to be analyzed for the eight RCRA heavy metals on a solids basis by methods 6010 and 7470, and the results compared to the screening levels in Section 2.2.

## 5.4 Contingencies

This MMP covers a very specific scope of work for completing the grading and capping of identified soils. No contingencies beyond additional soil sampling are believed to be required at this time. If the environmental conditions change from what is currently known, an Environmental Professional should be engaged to review the changed conditions and update this MMP as necessary.





VICINITY MAP

SUBJECT PROPERTY

APPROXIMATE EXTENT OF WASTE ROCK DEBRIS

BIDDLE STREET AS TRAVELED (+/-12')

HISTORIC RESIDENTIAL

MINOR RIGHT WAY MAINTENANCE AREA

BOUNDARY OF WASHINGTON MILLSITE (40,841.97 SQ. FT. TOTAL) HISTORIC RESIDENTIAL

LINE TABLE		
LINE	BEARING	DISTANCE
L68	S81°21'30"E	150.11'
L69	S08°23'54"W	291.68'
L70	N80°34'52"W	74.73'
L71	N06°51'15"E	44.96'
L72	N80°48'40"W	75.64'
L73	N08°44'14"E	245.00'
L74	S08°34'00"W	200.01'
L75	S81°21'30"E	75.26'
L76	S81°21'30"E	75.38'
L77	S81°21'30"E	75.46'
L78	S81°21'01"E	75.65'
L79	S81°21'59"E	75.64'
L80	N81°36'06"W	9.99'
L81	N08°23'54"E	10.00'
L82	S81°36'06"E	9.99'

HISTORIC RESIDENTIAL

BLK 43 LOT 1 (E)

LOT 8 (P)  
8274.08 SF

LOT 7 (P)  
6796.64 SF

LOT 3 (P)  
5010.49 SF

LOT 4 (P)  
5023.72 SF

LOT 5 (P)  
5037.35 SF

LOT 6 (P)  
10699.69 SF

301 9th STREET

906 MAIN STREET

902 MAIN STREET

HISTORIC RESIDENTIAL

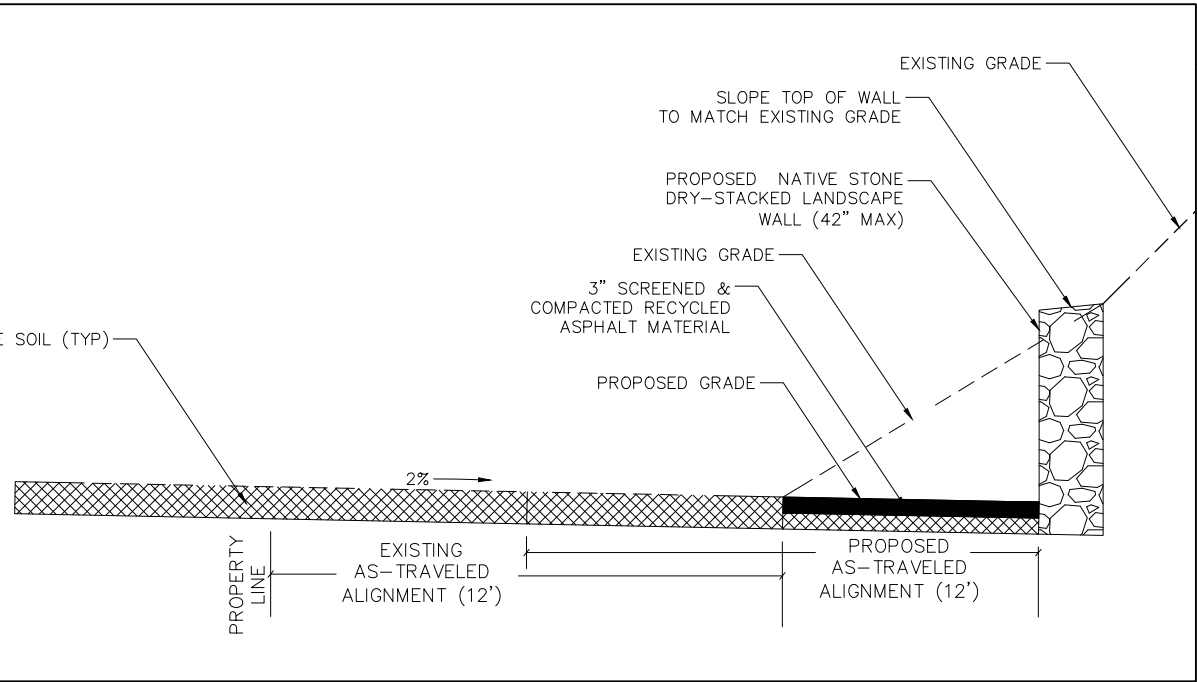
MAIN STREET (50')

9TH STREET (40')

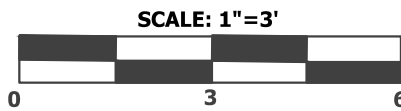
10TH STREET (40')

10TH STREET (40')

HISTORIC RESIDENTIAL



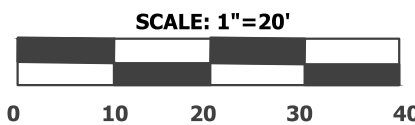
TYPICAL BIDDLE STREET SECTION



LEGEND

- SS-1 SOIL SAMPLE LOCATION
- 5" CONCRETE
- 3" MACADAM/RECYCLED ASPHALT
- 3" COMPACTED CRUSHER FINES/GRAVEL
- TYPE 2 ONCRETE GUTTER/DRAIN PAN
- GRASS SWALE OR DETENTION POND
- ROCK LINED SWALE
- PROPOSED (P) UTILITY/ACCESS EASEMENT
- PROPERTY BOUNDARY
- PROPOSED (P) MAJOR (10') CONTOUR
- PROPOSED (P) MINOR (2') CONTOUR
- EXISTING (E) MAJOR (10') CONTOUR
- EXISTING (E) MINOR (2') CONTOUR
- ROAD/DRIVEWAY ALIGNMENT
- PROPOSED (P) CULVERT

PRELIMINARY SUBDIVISION PLAT - SITE AND GRADING PLAN



PROFESSIONAL ENGINEER STATEMENT  
PREPARED UNDER MY SUPERVISION  
DATE 12/27/21  
31621  
CRAIG ABRAHAMSON, P.E.  
COLORADO P.E. NO. 31621  
FOR AND ON BEHALF OF CLEAR CREEK TECHNICAL SERVICES, INC.



CCTS, Inc. 815 Main Street, PO BOX 194 Georgetown, CO 80444 (303) 241-1145 www.cctscolorado.com

WASHINGTON MILLSITE  
RESIDENTIAL DIVISION OF LAND  
GRADING PLAN - PRELIMINARY SUBDVISION

PREPARED FOR:  
WASHINGTON MILLS, LLC  
MARVIN AND DELENE GEISNESS  
P.O. BOX 122  
GEORGETOWN, CO 80444  
303-569-2901

DATE 12/1/20 REV 01/27/21  
PROJECT NO. CCTS C 20-020  
SHEET C2.0

ISSUED FOR APPROVAL



November 18, 2020

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Sr

<sup>6</sup>Qc

<sup>7</sup>Gl

<sup>8</sup>Al

<sup>9</sup>Sc

## Sundance Environmental Consultants, Inc.

Sample Delivery Group: L1285948  
Samples Received: 11/14/2020  
Project Number: 10TH  
Description: 10th & Main

Report To: Mr. Robin Fryberger  
11584 Wilson Circle  
Parker, CO 80134

Entire Report Reviewed By:



Darren Reeder  
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.



Cp: Cover Page	1	<sup>1</sup> Cp
Tc: Table of Contents	2	
Ss: Sample Summary	3	<sup>2</sup> Tc
Cn: Case Narrative	4	
Sr: Sample Results	5	<sup>3</sup> Ss
SS-1 L1285948-01	5	
SS-2 L1285948-02	6	<sup>4</sup> Cn
SS-3 L1285948-03	7	<sup>5</sup> Sr
Qc: Quality Control Summary	8	
Mercury by Method 7471A	8	<sup>6</sup> Qc
Metals (ICP) by Method 6010B	9	
Gl: Glossary of Terms	10	<sup>7</sup> Gl
Al: Accreditations & Locations	11	<sup>8</sup> Al
Sc: Sample Chain of Custody	12	<sup>9</sup> Sc



## SS-1 L1285948-01 Solid

Collected by  
R FrybergerCollected date/time  
11/13/20 11:30Received date/time  
11/14/20 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Mercury by Method 7471A	WG1578275	1	11/18/20 09:41	11/18/20 13:52	BMF	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1577994	1	11/17/20 19:08	11/18/20 10:14	CCE	Mt. Juliet, TN

<sup>1</sup> Cp<sup>2</sup> Tc<sup>3</sup> Ss

## SS-2 L1285948-02 Solid

Collected by  
R FrybergerCollected date/time  
11/13/20 11:40Received date/time  
11/14/20 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Mercury by Method 7471A	WG1578275	1	11/18/20 09:41	11/18/20 13:55	BMF	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1577994	1	11/17/20 19:08	11/18/20 09:54	CCE	Mt. Juliet, TN

<sup>4</sup> Cn<sup>5</sup> Sr<sup>6</sup> Qc

## SS-3 L1285948-03 Solid

Collected by  
R FrybergerCollected date/time  
11/13/20 11:45Received date/time  
11/14/20 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Mercury by Method 7471A	WG1578275	1	11/18/20 09:41	11/18/20 13:37	BMF	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1577994	1	11/17/20 19:08	11/18/20 09:57	CCE	Mt. Juliet, TN

<sup>7</sup> Gl<sup>8</sup> Al<sup>9</sup> Sc



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Darren Reeder  
Project Manager

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Sr

<sup>6</sup> Qc

<sup>7</sup> Gl

<sup>8</sup> Al

<sup>9</sup> Sc



## Mercury by Method 7471A

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Mercury	0.252		0.0180	0.0400	1	11/18/2020 13:52	<a href="#">WG1578275</a>

## Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Arsenic	46.9		0.518	2.00	1	11/18/2020 10:14	<a href="#">WG1577994</a>
Barium	138	<a href="#">J6</a>	0.0852	0.500	1	11/18/2020 10:14	<a href="#">WG1577994</a>
Cadmium	5.68		0.0471	0.500	1	11/18/2020 10:14	<a href="#">WG1577994</a>
Chromium	8.26		0.133	1.00	1	11/18/2020 10:14	<a href="#">WG1577994</a>
Lead	933	<a href="#">J3 O1 V</a>	0.208	0.500	1	11/18/2020 10:14	<a href="#">WG1577994</a>
Selenium	U		0.764	2.00	1	11/18/2020 10:14	<a href="#">WG1577994</a>
Silver	3.05		0.127	1.00	1	11/18/2020 10:14	<a href="#">WG1577994</a>

<sup>1</sup> Cp<sup>2</sup> Tc<sup>3</sup> Ss<sup>4</sup> Cn<sup>5</sup> Sr<sup>6</sup> Qc<sup>7</sup> Gl<sup>8</sup> Al<sup>9</sup> Sc



## Mercury by Method 7471A

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Mercury	0.105		0.0180	0.0400	1	11/18/2020 13:55	<a href="#">WG1578275</a>

## Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Arsenic	60.6		0.518	2.00	1	11/18/2020 09:54	<a href="#">WG1577994</a>
Barium	113		0.0852	0.500	1	11/18/2020 09:54	<a href="#">WG1577994</a>
Cadmium	4.40		0.0471	0.500	1	11/18/2020 09:54	<a href="#">WG1577994</a>
Chromium	6.41		0.133	1.00	1	11/18/2020 09:54	<a href="#">WG1577994</a>
Lead	748		0.208	0.500	1	11/18/2020 09:54	<a href="#">WG1577994</a>
Selenium	U		0.764	2.00	1	11/18/2020 09:54	<a href="#">WG1577994</a>
Silver	3.08		0.127	1.00	1	11/18/2020 09:54	<a href="#">WG1577994</a>

<sup>1</sup> Cp<sup>2</sup> Tc<sup>3</sup> Ss<sup>4</sup> Cn<sup>5</sup> Sr<sup>6</sup> Qc<sup>7</sup> Gl<sup>8</sup> Al<sup>9</sup> Sc



## Mercury by Method 7471A

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Mercury	0.221	O1	0.0180	0.0400	1	11/18/2020 13:37	<a href="#">WG1578275</a>

## Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Arsenic	62.4		0.518	2.00	1	11/18/2020 09:57	<a href="#">WG1577994</a>
Barium	82.2		0.0852	0.500	1	11/18/2020 09:57	<a href="#">WG1577994</a>
Cadmium	1.47		0.0471	0.500	1	11/18/2020 09:57	<a href="#">WG1577994</a>
Chromium	3.24		0.133	1.00	1	11/18/2020 09:57	<a href="#">WG1577994</a>
Lead	1450		0.208	0.500	1	11/18/2020 09:57	<a href="#">WG1577994</a>
Selenium	U		0.764	2.00	1	11/18/2020 09:57	<a href="#">WG1577994</a>
Silver	6.16		0.127	1.00	1	11/18/2020 09:57	<a href="#">WG1577994</a>

<sup>1</sup> Cp<sup>2</sup> Tc<sup>3</sup> Ss<sup>4</sup> Cn<sup>5</sup> Sr<sup>6</sup> Qc<sup>7</sup> Gl<sup>8</sup> Al<sup>9</sup> Sc

Method Blank (MB)

(MB) R3594530-1 11/18/20 13:32

	MB Result	<u>MB Qualifier</u>	MB MDL	MB RDL
Analyte	mg/kg		mg/kg	mg/kg
Mercury	U		0.0180	0.0400

Laboratory Control Sample (LCS)

(LCS) R3594530-3 11/18/20 14:09

	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	<u>LCS Qualifier</u>
Analyte	mg/kg	mg/kg	%	%	
Mercury	0.500	0.471	94.3	80.0-120	

L1285948-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1285948-03 11/18/20 13:37 • (MS) R3594530-2 11/18/20 13:39 • (MSD) R3594530-6 11/18/20 13:42

	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	<u>MS Qualifier</u>	<u>MSD Qualifier</u>	RPD	RPD Limits
Analyte	mg/kg	mg/kg	mg/kg	mg/kg	%	%		%			%	%
Mercury	0.500	0.221	0.712	0.431	98.3	42.1	1	75.0-125		<u>J3 J6</u>	49.2	20

1

Cp

2

Tc

3

Ss

4

Cn

5

Sr

6

Qc

7

Gl

8

Al

9

Sc



Method Blank (MB)

(MB) R3594408-1 11/18/20 10:08

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Arsenic	U		0.518	2.00
Barium	U		0.0852	0.500
Cadmium	U		0.0471	0.500
Chromium	U		0.133	1.00
Lead	U		0.208	0.500
Selenium	U		0.764	2.00
Silver	U		0.127	1.00

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Sr

<sup>6</sup> Qc

<sup>7</sup> Gl

<sup>8</sup> Al

<sup>9</sup> Sc

Laboratory Control Sample (LCS)

(LCS) R3594408-2 11/18/20 10:11

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Arsenic	100	99.3	99.3	80.0-120	
Barium	100	105	105	80.0-120	
Cadmium	100	101	101	80.0-120	
Chromium	100	102	102	80.0-120	
Lead	100	100	100	80.0-120	
Selenium	100	105	105	80.0-120	
Silver	20.0	19.4	96.8	80.0-120	

L1285948-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1285948-01 11/18/20 10:14 • (MS) R3594408-5 11/18/20 10:22 • (MSD) R3594408-6 11/18/20 10:25

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Arsenic	100	46.9	163	134	117	86.9	1	75.0-125			19.9	20
Barium	100	138	228	199	89.6	60.5	1	75.0-125		J6	13.6	20
Cadmium	100	5.68	112	97.3	107	91.6	1	75.0-125			14.2	20
Chromium	100	8.26	103	98.6	94.8	90.3	1	75.0-125			4.50	20
Lead	100	933	1730	925	797	0.000	1	75.0-125	V	J3 V	60.7	20
Selenium	100	U	97.8	95.8	97.8	95.8	1	75.0-125			2.10	20
Silver	20.0	3.05	21.8	20.1	93.6	85.3	1	75.0-125			8.01	20



## Guide to Reading and Understanding Your Laboratory Report

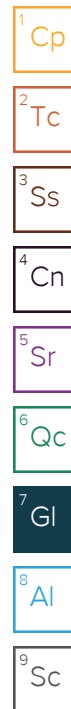
The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

### Abbreviations and Definitions

MDL	Method Detection Limit.
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
J3	The associated batch QC was outside the established quality control range for precision.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
O1	The analyte failed the method required serial dilution test and/or subsequent post-spike criteria. These failures indicate matrix interference.
V	The sample concentration is too high to evaluate accurate spike recoveries.





Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.

\* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

\* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

## State Accreditations

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico <sup>1</sup>	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina <sup>1</sup>	DW21704
Georgia	NELAP	North Carolina <sup>3</sup>	41
Georgia <sup>1</sup>	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky <sup>1 6</sup>	90010	South Carolina	84004
Kentucky <sup>2</sup>	16	South Dakota	n/a
Louisiana	AI30792	Tennessee <sup>1 4</sup>	2006
Louisiana <sup>1</sup>	LA180010	Texas	T104704245-18-15
Maine	TN0002	Texas <sup>5</sup>	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

## Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP, LLC EMLAP	100789
A2LA – ISO 17025 <sup>5</sup>	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

<sup>1</sup> Drinking Water <sup>2</sup> Underground Storage Tanks <sup>3</sup> Aquatic Toxicity <sup>4</sup> Chemical/Microbiological <sup>5</sup> Mold <sup>6</sup> Wastewater n/a Accreditation not applicable

## Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



Hold:	Condition:
	NCF / OK