



**COLORADO CITY METROPOLITAN DISTRICT  
PUBLIC NOTICE  
BOARD OF DIRECTORS STUDY SESSION**

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, June 29, 2021 beginning at 6:00 p.m.

1. Property sale proposal Unit 1 Lot 968
2. Property sale Proposal Unit 8 Lot 169
3. Gravel pit contract
4. Griswell sewer and water line proposal
5. Update on projects Playground, Zoning, Well contract, Bylaw update CCAAC
6. CCAAC procedures request

**BOARD OF DIRECTORS REGULAR MEETING**

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, June 29, 2021 beginning at 6:15 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK.
5. APPROVAL OF AGENDA.
6. APPROVAL OF MINUTES.

Study Session	June 8, 2021
Regular Meeting	June 8, 2021

7. BILLS PAYABLE.
8. FINANCIAL REPORT.
9. OPERATIONAL REPORT.
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
11. CITIZENS INPUT.
12. ATTORNEYS REPORT.

13. AGENDA ITEMS:

Property Proposal Unit 1 Lot 968	Discussion/Action
Property Proposal Unit 8 Lot 169	Discussion/Action
Gravel Pit contract with change	Discussion/Action
Griswell sewer and water proposal	Discussion/Action

14. OLD BUSINESS.      Covenants Lawyer / Security cameras proposal /Resolution for CCACC/Firewall switches

15. NEW BUSINESS:

16. CCACC

A. Reviews form CCAAC

- |                          |               |
|--------------------------|---------------|
| 1. 5239 Trinchera Dr     | Carport       |
| 2. 4072 Cibola           | Shed and roof |
| 3. 4488 W Jefferson Blvd | Shed          |
| 4. 4223 Mustang Dr       | House         |

B. Actions

spread sheet and motion to send out letters from spread sheets

17. CORRESPONDENCE.

18. EXECUTIVE SESSION:

19. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019.  
Alternate location if so needed will be at the Recreation Center located at 5000 Cuerno Verde, Colorado City, CO. 81019.

**Colorado City Metropolitan District  
4497 Bent brothers Blvd  
PO Box 20229  
Colorado City, Colorado 81019**

**Posted June 25, 2021**

**James Eccher is inviting you to a scheduled Zoom meeting.**

**Topic: Colorado City Metropolitan District Study/Meeting June 29,2021**

**Time: Jun 29, 2021 06:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81325826725?pwd=ak52YW5rR3dNTkdSdE5LRExOVFVMdz09>**

**Meeting ID: 813 2582 6725**

**Passcode: 619280**

**One tap mobile**

**+16699009128,,81325826725#,,,,\*619280# US (San Jose)**

**+12532158782,,81325826725#,,,,\*619280# US (Tacoma)**

**Dial by your location**

**+1 669 900 9128 US (San Jose)**

**+1 253 215 8782 US (Tacoma)**

**+1 346 248 7799 US (Houston)**

**+1 646 558 8656 US (New York)**

**+1 301 715 8592 US (Washington DC)**

**+1 312 626 6799 US (Chicago)**

**Meeting ID: 813 2582 6725**

**Passcode: 619280**

**Find your local number: <https://us02web.zoom.us/u/keHdiiNqNe>**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission, (CBS4-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)
(checked) Property with No Residences
( ) Property with Residences-Residential Addendum Attached

Date: 6/19/2021

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Marcus Smith
will take title to the Property described below as ( ) Joint Tenants ( ) Tenants In Common ( ) Other

2.2. No Assignability. This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Seller, COLORADO CITY METRO DISTRICT is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado:

Unit 1 Lot 968

known as No. 5126 Hicklin Dr. Colorado City CO 81019
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

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**2.7. Water Rights, Well Rights, Water and Sewer Taps.**

**2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

**2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

**2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is \_\_\_\_\_.

**2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

**2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

**If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

**2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

**3. DATES AND DEADLINES.**

Item №.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	
3	§ 8.2	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.4	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	
9	§ 7.4	Association Documents Objection Deadline	
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
		<b>Loan and Credit</b>	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	

17	§ 5.4	Loan Transfer Approval Deadline	
18	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
21	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
22	§ 9.1	New ILC or New Survey Deadline	
23	§ 9.3	New ILC or New Survey Objection Deadline	
24	§ 9.4	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
25	§ 10.3	Inspection Objection Deadline	
26	§ 10.3	Inspection Resolution Deadline	
27	§ 10.5	Property Insurance Objection Deadline	
28	§ 10.6	Due Diligence Documents Delivery Deadline	
29	§ 10.6	Due Diligence Documents Objection Deadline	
30	§ 10.6	Due Diligence Documents Resolution Deadline	
31	§ 10.6	Environmental Inspection Objection Deadline	
32	§ 10.6	ADA Evaluation Objection Deadline	
33	§ 10.7	Conditional Sale Deadline	
34	§ 11.1	Tenant Estoppel Statements Deadline	
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	
		<b>Closing and Possession</b>	
36	§ 12.3	Closing Date	
37	§ 17	Possession Date	
38	§ 17	Possession Time	
39	§ 28	<b>Acceptance Deadline Date</b>	
40	§ 28	<b>Acceptance Deadline Time</b>	

89 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,  
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,  
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If  
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.  
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95 **4. PURCHASE PRICE AND TERMS.**

96 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item Nº.	Reference	Item	Amount		Amount	
			\$		\$	
1	§ 4.1	Purchase Price	\$	5000		
2	§ 4.3	Earnest Money			\$	
3	§ 4.5	New Loan			\$	
5	§ 4.7	Private Financing			\$	
6	§ 4.7	Seller Financing			\$	
7						
8						
9	§ 4.4	Cash at Closing			\$	
10		<b>TOTAL</b>	\$	5000	\$	

97 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$\_\_\_\_\_ (Seller Concession). The Seller  
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
99 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the  
100 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items  
101 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or  
102 credit Buyer elsewhere in this Contract.

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**31. ATTACHMENTS.**

**31.1.** The following attachments **are a part** of this Contract:

**31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract:

**SIGNATURES**

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Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]**

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**32. COUNTER; REJECTION.** This offer is  Countered  Rejected.

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**Initials only of party (Buyer or Seller) who countered or rejected offer** \_\_\_\_\_

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**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the

executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  Transaction-Broker in this transaction.

This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  Seller's Agent  Buyer's Agent  Transaction-Broker in this transaction.

This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  Seller  Buyer  Other \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

MLS #: S191626S (Sold) List Price: \$4,000

4914 Hicklin Dr Colorado City, CO 81019

**Sub Area:** Colorado City  
**Area:** Southwest County  
**School District:** 70  
**County:** Pueblo  
**Total Acres:** 0.3  
**Acreage Range:**  
**Acreage Source:** Court House  
**Possible Use:** Single Family  
**Selling Price:** \$4,000  
**Selling Date:** 2/19/2021



**Topography/Lot Description:**

Mountain View, Irregular  
**Access:** Unpaved  
**Curbs/Gutters:** No  
**Curbs & Gutters:** No Curbs, No Gutters  
**Structures:** No  
**Mineral Rights:** No  
**Grazing Rights:** No

**Frontage:**

**Lot Faces:**  
**Zoning:** R-2  
**Crops:** None

**Water:** None

**Sewer:** None  
**Electric Co:**  
**Electric:**  
**Gas:**

**Public Remarks:** Two Beautiful lots in Colorado City. Close to Valley Market, Lake Beckwith and the swimming pool. Only 5 min to I-25 and 20 Min from Pueblo.

Information Herein Deemed Reliable but Not Guaranteed  
MLS #: S191626S



MLS #: S192143S (Sold) List Price: \$6,500

TBD Hicklin Dr Colorado City, CO 81019

Sub Area: Colorado City  
Area: Southwest County  
School District: 70  
County: Pueblo  
Total Acres: 0.16  
Acreage Range:  
Acreage Source: Court House  
Possible Use: Single Family  
Selling Price: \$5,800  
Selling Date: 5/14/2021



**Topography/Lot Description:** Golf Course  
**Access:** Unpaved  
**Curbs/Gutters:**  
**Curbs & Gutters:** No Curbs, No Gutters  
**Structures:**  
**Mineral Rights:**  
**Grazing Rights:**

**Frontage:**  
**Lot Faces:** SE  
**Zoning:** R-2  
**Crops:** None

**Water:** Public  
**Sewer:** None, Public Sewer, Available  
**Electric Co:** San Isabel  
**Electric:** None  
**Gas:** None

**Public Remarks:** Check out this residential lot in Colorado City on Hicklin Lane that is close to the interstate and golf course.

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S192143S

**MLS #: S191782S (Sold) List Price: \$5,500**

**4811 Hicklin Dr Colorado City, CO 81019**

**Sub Area:** Colorado City  
**Area:** Southwest County  
**School District:** 70  
**County:** Pueblo  
**Total Acres:** 0.169  
**Acres Range:** Up to 1 Acre  
**Acres Source:** Court House  
**Possible Use:** Single Family, Current Use  
**Selling Price:** \$5,500  
**Selling Date:** 3/26/2021



**Topography/Lot Description:** Flat, Mountain View  
**Access:** Unpaved  
**Curbs/Gutters:** No  
**Curbs & Gutters:** No Curbs, No Gutters  
**Structures:** No  
**Mineral Rights:** No  
**Grazing Rights:** No

**Frontage:**  
**Lot Faces:**  
**Zoning:** R-2  
**Crops:** None

**Water:** None, Public  
**Sewer:** None, Public Sewer  
**Electric Co:** San Isabel  
**Electric:** None  
**Gas:** None

**Public Remarks:** Fabulous building lot featuring just under a quarter acre near the Holly Dot Golf Course. Majestic Wet Mountain Views and an easy 25 minute commute to Pueblo for shopping and fun.

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S191782S

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(CBS4-6-15) (Mandatory 1-16)

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**CONTRACT TO BUY AND SELL REAL ESTATE  
(LAND)**

Property with No Residences  
 Property with Residences-Residential Addendum Attached

Date: 6/24/2021

**AGREEMENT**

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Buyer, MARTIN L SENSER AND SUSAN C SENSER will take title to the Property described below as  Joint Tenants  Tenants In Common  Other

2.2. **No Assignability.** This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** Seller, \_\_\_\_\_ is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of PUEBLO, Colorado:  
LOT 169, UNIT NO. 8, COLORADO CITY, COUNTY OF PUEBLO, STATE OF COLORADO

known as No. N/A VACANT LAND COLORADO CITY CO 81019  
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):  
2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. **Exclusions.** The following items are excluded (Exclusions): N/A

54  2.7. **Water Rights, Well Rights, Water and Sewer Taps.**  
 55 **2.7.1. Deeded Water Rights.** The following legally described water rights:  
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58 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.  
 59  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,  
 60 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:  
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63  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that  
 64 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household  
 65 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been  
 66 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must  
 67 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing  
 68 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well  
 69 Permit # is \_\_\_\_\_  
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71  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
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73 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
 74 conveyed as part of the Purchase Price as follows:  
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80 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**  
 81 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

82 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
 83 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the  
 84 applicable legal instrument at Closing.

85 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
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88 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	
3	§ 8.2	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.4	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	
9	§ 7.4	Association Documents Objection Deadline	
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
		<b>Loan and Credit</b>	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	

17	§ 5.4	Loan Transfer Approval Deadline	
18	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
21	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
22	§ 9.1	New ILC or New Survey Deadline	
23	§ 9.3	New ILC or New Survey Objection Deadline	
24	§ 9.4	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
25	§ 10.3	Inspection Objection Deadline	
26	§ 10.3	Inspection Resolution Deadline	
27	§ 10.5	Property Insurance Objection Deadline	
28	§ 10.6	Due Diligence Documents Delivery Deadline	
29	§ 10.6	Due Diligence Documents Objection Deadline	
30	§ 10.6	Due Diligence Documents Resolution Deadline	
31	§ 10.6	Environmental Inspection Objection Deadline	
32	§ 10.6	ADA Evaluation Objection Deadline	
33	§ 10.7	Conditional Sale Deadline	
34	§ 11.1	Tenant Estoppel Statements Deadline	
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	
		<b>Closing and Possession</b>	
36	§ 12.3	Closing Date	
37	§ 17	Possession Date	
38	§ 17	Possession Time	
39	§ 28	Acceptance Deadline Date	
40	§ 28	Acceptance Deadline Time	

89 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box  
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,  
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If  
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.  
93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.  
94

95 **4. PURCHASE PRICE AND TERMS.**

96 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	6,300
2	§ 4.3	Earnest Money		
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8				
9	§ 4.4	Cash at Closing		
10		<b>TOTAL</b>	\$	6,300

97 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
99 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the  
100 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items  
101 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or  
102 credit Buyer elsewhere in this Contract.

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**31. ATTACHMENTS.**

**31.1.** The following attachments are a part of this Contract:

**31.2.** The following disclosure forms are attached but are not a part of this Contract:

**SIGNATURES**

Buyer's Name: MARTIN L SENSER

Buyer's Name: SUSAN C SENSER

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date 6/24/21

Address: 680 Daphne St

Address: 680 Daphne St

Phone No.: Broomfield, CO 80020

Phone No.: Broomfield, CO 80020

Fax No.: \_\_\_\_\_

Fax No.: 720-480-2382

Email Address: scsenser@msn.com

Email Address: scsenser@hotmail.com

791 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]**

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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793 **32. COUNTER; REJECTION.** This offer is  Countered  Rejected.

794 Initials only of party (Buyer or Seller) who countered or rejected offer \_\_\_\_\_

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**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the



# Pueblo County Assessor Parcel 4722108051

**Name:** COLORADO CITY METRO DISTRICT  
**Location Address:** 0, , 00000  
**Mailing Address:** PO BOX 20229, COLORADO CITY, CO 81019 2229  
**Assessor Nbhd:** 224 ( ) **Tax District:** 70L

**Legal Description:** LOT 169 UNIT 8 COLO CITY

Land Information:	Abstract Class	Actual Value	Assessed
1 X 114	COLO-CITY METRO DIST LAND (R-2)	23000	0

**Improvements:** N/A 0      0

<b>Total Value, Land and Imps:</b>	<b>23000</b>	<b>0</b>
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Current Tax Information for tax year 2020

No current tax information available!

Current Transfer Information

<u>Sale Date</u>	<u>Sale Amount</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Other Details</u>
09/17/82 707985	N/A	COLORADO CITY	COLORADO CITY METRO D	Rcpt# 707985 Bk/Pg 0/0
N/A 340914	N/A	COLORADO CITY	COLORADO CITY	Rcpt# 340914 Bk/Pg 0/0

.17 acre



MLS #: S192463S (Sold) List Price: \$8,000

Lot 194 Left Hand Lane Colorado City, CO 81019

Selling Price: \$7,000

Selling Date: 4/30/2021



Total Acres: 0.195  
Acreage Source: Court House  
Possible Use: Single Family

Sub Area: Colorado City  
Area: Southwest County  
School District: 70  
County: Pueblo  
Taxes: 21.03  
Prior Tax Year: 2020

Legal Description: LOT 194 UNIT 8 COLO CITY

Parcel Number: 4722408215

Lot: 194 Block: 0

Tract/Filing/Unit: 8

Deed Provided: Special

Water Rights: No

Zoning: R-2

Irregular Lot Size: Yes

Lot Dimensions: 131 x 65

Lot SqFt: 8494

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Terms: Cash

Showing Instructions: Other-See Remarks

Topography/Lot Description: Flat, Open Lot, Irregular

Crops: None

Access: Unpaved, Town/City

Irrigation: None

Water Company: CoCityMetr

Extras: None

Water: Public

Curbs/Gutters: No

Sewer: Public Sewer

Curbs & Gutters: No Curbs, No Gutters

Electric Co: San Isabel

Structures: No

Gas Company: CO Nat Gas

Marquee: No

Gas: Natural Gas-Available

Mineral Rights: No

Grazing Rights: No

Public Remarks: \*LAKE VIEW\* This lot is on a cul de sac so you have very little traffic. The back of the property has a view of Lake Beckwith which is only 2 blocks away just waiting for you to check it out. It's a great location that is quiet, close to stores, schools, restaurants, fishing, 15 minutes from the San Isabel Nat. Forest, and 25 Minutes to Pueblo.

Directions: I-25 to Exit 74, Colorado City / Rye, then W on Hwy 165 R. Cuerno Verde, L on Blanco, R on Santanta, L on Spotted Tail, R on Left Hand Lane. Lot is on your R. and is the 2nd to last lot and is the lot to the left of the last house on the R

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S192463S

MLS #: S183683S (Sold) List Price: \$6,000

5135 White Antelope Drive Colorado City, CO 81019

Selling Price: \$5,750

Selling Date: 8/6/2020



Total Acres: 0.188  
Acreage Source: Court House  
Possible Use: Single Family

Sub Area: Colorado City  
Area: Southwest County  
School District: 70  
County: Pueblo  
Taxes: 211.32  
Prior Tax Year: 2018

Legal Description: LOT 223 UNIT 8 COLO CITY

Parcel Number: 4722408200

Lot: 223 Block: n/a

Tract/Filing/Unit: 8

Deed Provided: Special

Water Rights: No

Zoning: R-2

Irregular Lot Size: Yes

Lot SqFt: 8183

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Terms: Cash

Showing Instructions: None

Topography/Lot Description: View, Irregular

Crops: None

Access: Unpaved

Irrigation: None

Water Company: CoCityMetr

Extras: None

Water: None

Curbs & Gutters: No Curbs, No Gutters

Sewer: None

Gas Company: None

Public Remarks: Nice location for building lot, with a view of Lake Beckwith! water and sewer in the road.

Directions: Take Exit 74 off I-25. Turn right onto Hwy 165. Turn Right onto Blanco, Left onto Satanta Blvd, Left onto Au-Sa\_Qua Rd. left onto White Antelope Dr. Lot is in the Cul-De-Sac on the right.

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S183683S

MLS #: S172833S (Sold) List Price: \$5,400

tbd Waco Mish Dr Colorado City, CO 81019

Selling Price: \$5,400

Selling Date: 7/30/2020



Total Acres: 0.227  
Acreage Range: Up to 1 Acre  
Acreage Source: Court House  
Possible Use: Single Family

Sub Area: Colorado City  
Area: Southwest County  
School District: 70  
County: Pueblo  
Taxes: 211.00  
Prior Tax Year: 212

Legal Description: Lot 114 unit 8 Colo City

Parcel Number: 472 240 8156

Lot: 114 Block: 210

Tract/Filing/Unit: 8

Deed Provided: General

Water Rights: No

Description: Close to lake

Lot Faces: N

Zoning: R-1

Irregular Lot Size: No

Lot Dimensions: tbd

Lot SqFt: 9894

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Terms: Cash, Conventional, Owner Will Carry

Showing Instructions: None

Topography/Lot Description: Slight Slope

Crops: None

Access: Paved, Town/City

Irrigation: None

Water Company: CoCityMetr

Extras: None

Water: Public

Curbs/Gutters: No

Sewer: Public Sewer

Curbs & Gutters: No Curbs, No Gutters

Electric Co: San Isabel

Structures: No

Gas Company: CO Nat Gas

Mineral Rights: No

Gas: Natural Gas-Available

Grazing Rights: No

Public Remarks: Fantastic building lot with utilities in street and close to Lake! Vacant lots with no houses all around! Buyer to verify all details and all utility availability.

Directions: From Hwy 165 go N toward lake on

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S172833S

Selling Price: \$5,750

Selling Date: 8/6/2020



Total Acres: 0.191  
Acreage Source: Court House  
Possible Use: Single Family

Sub Area: Colorado City  
Area: Southwest County  
School District: 70  
County: Pueblo  
Taxes: 211.32  
Prior Tax Year: 2018

Legal Description: LOT 228 UNIT 8 COLO CITY

Parcel Number: 4722408224

Lot: 228 Block: n/a

Tract/Filing/Unit: 8

Deed Provided: Special

Water Rights: No

Zoning: R-2

Irregular Lot Size: Yes

Lot SqFt: 8326

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Terms: Cash

Showing Instructions: None

Topography/Lot Description: View, Irregular

Crops: None

Access: Unpaved

Irrigation: None

Water Company: CoCityMetr

Extras: None

Water: None

Curbs & Gutters: No Curbs, No Gutters

Sewer: None

Grazing Rights: No

Gas Company: CO Nat Gas

Public Remarks: Nice Location for building lot in Colorado City. Close to Lake Beckwith, and Valley Market. 20 minuets to Pueblo.

Directions: Take exit 74 off of I-25. Take a right onto Hwy 165. Turn right onto Blanco St, Turn left onto Satanta Blvd, left onto Spotted Tail Rd. right onto Left Hand Ln. Lot is on the left.

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S183690S

**From:** Jimenez-Garcia, Dominga <jimenezdo@pueblocounty.us>  
**Sent:** Monday, June 21, 2021 9:19 AM  
**To:** ColoradoCityManager  
**Subject:** Gravel Lease  
**Attachments:** 2021\_LICENSE AGREEMENT.docx

Good Morning Mr. Eccher: The County Attorney's office made a change to the lease and they would like the change initialed. Page 4, 6. INDEMNIFICATION, they added, "...of Section 3(f), To the extent permitted by law, County will...". I am not sure if you need to run it by your Board or Attorney, but if that change can please be initialed and a scanned copy sent back to me, I can then have this scheduled for approval. Or if it can't be initialed if you could please have it resigned and notarized and the original sent to me.

Thank you,



Dominga Jimenez-Garcia  
General Services Engineer  
Department of Engineering and Public Works  
33601 United Avenue  
Pueblo, CO 81001  
719-583-4723 (office)  
719-583-6040 (main)  
[jimenezdo@pueblocounty.us](mailto:jimenezdo@pueblocounty.us)



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into with an effective date of April 5, 2021, by and between the Colorado City Metropolitan District ("District") and Pueblo County, Colorado ("County"), collectively referred to as "parties."

### WITNESSETH:

WHEREAS, District is the owner of the Colorado City Mountain Shadows Pit M-1979-158 in Colorado City, Colorado (hereinafter referred to as the "Pit"); and

WHEREAS, County requires construction material of satisfactory quality and quantity for use in the construction, improvements, and maintenance of its roads and highways; and

WHEREAS, the Parties desire to enter into this License Agreement (the "Agreement"), whereby County may use the Pit for the reasons set forth herein during the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

### AGREEMENT

#### 1. PROPERTY WARRANTY

(a) District warrants that it owns the above-described Pit and the mineral rights associated therewith, located on the property described in **Exhibit A** attached hereto and incorporated herein (the "Property") subject to any recorded encumbrances of title. Upon the request of County, District agrees to furnish County proof that it is the record titleholder to, or has sufficient authority over, said Pit to allow extraction of such minerals.

(b) To the extent permitted by law, District agrees to indemnify and hold harmless County, its representatives, successors, and assigns from claims and royalty rights asserted by any other person claiming an interest in this Property. The provisions of this Section 1(b) shall survive termination or expiration of this Agreement.

(c) If requested by County, the continuance of mining operations under this Agreement is conditioned upon the receipt by County of adequate proof of title to surface rights and mineral rights to the leased Property. If County believes at any time that there is a defect in District's title, rendering it unmerchantable, and said defect cannot be corrected by District, said condition shall be deemed unsatisfied, and County shall have the right to immediately cancel this Agreement, and the parties shall have no further obligations of any nature hereunder, except for the rights and obligations that expressly continue after termination as set forth in Sections 1(b), 2(d), 3(b), and 6(a).

#### 2. OBLIGATIONS OF DISTRICT

(a) As consideration for the performance of County hereunder, District agrees to allow County use of the aforementioned Pit during the term of this Agreement by granting





County a license to commence mining, crushing, and stockpiling operations for mining gravel, rock and sand on the Property comprising the Pit, pursuant to the usage restrictions of the District's Pit mining permit and all applicable laws and regulations at the time of said use.

(b) The license shall be exclusive to County, except for the rights reserved to District in Section 3(c) of this Agreement.

(c) The Parties agree that County and/or its agents shall have the right of ingress and egress to and from the Pit Property and any adjacent property owned by District, where necessary for County to exercise the license granted herein. County shall have the right to do all things necessary or incidental to its operation in the Pit, including, but not limited to, the right to install, construct, operate, maintain, dismantle, and remove all its machinery, equipment, improvements, stockpile areas, and other facilities, and the right to strip and remove overburden on and from the Property and otherwise to use and occupy the Property as reasonably required in order to extract, process, store and remove the construction material from the Pit. If material is available at subject Pit, County agrees to use material only from the Pit, which is the subject of this Agreement, for any application in an area lying within the boundaries of Colorado City. County's operations on the Property and any adjacent District property shall be conducted in a workman-like manner as mutually determined by the parties. The parties understand and agree that all payments due hereunder shall fully compensate District for all rights and privileges granted County pursuant to this Agreement.

(d) County shall have one year after the termination of this Agreement within which to remove all crushed material, machinery and equipment stored under this Agreement, which right shall survive termination or expiration of this Agreement.

### 3. OBLIGATIONS OF COUNTY

(a) Prior to commencing crushing operations in the Pit, County shall strip and stockpile all topsoil and overburden at an agreed upon on-site location.

(b) Upon concluding operations at the Pit, County shall leave the Pit with a side slope of not greater than a 3:1 ratio and shall perform dust abatement measures associated with its sand and gravel extraction operations hereunder as necessary or required by state or local government to control dust emissions. County shall perform all other abatement or reclamation duties required by governmental permits, licenses or regulations, at County's expense. To the extent permitted by law, County agrees to indemnify and hold harmless District, its representatives, successors, and assigns from any and all costs associated with abatement and/or reclamation of the Property and the Pit. The duties set forth in this Section (3)(b) shall survive termination or expiration of this Agreement.

(c) District hereby grants to County the right and privilege to explore, extract, wash, crush, mine, stockpile, store, remove, and purchase sand, gravel and rock material found by County under such land, for the term of this Agreement.

(d) As consideration for the obligations of District hereunder, County shall pay District at the rate of \$1.00 per ton, which rate will increase by 3% on April 5 of each year that the Agreement is in effect, for all material removed from the Pit, on a monthly basis. County shall be allowed 30 days to process each monthly payment. Material removed from District's premises shall be measured by the following method:



County shall record each lot of loads removed at 15 tons per tandem axle truck and 9 tons per bobtail truck. Unit weight for other trucks will be agreed upon after a field test has been completed to determine the weight of the material that can be loaded on the different sizes of units that will be used for the hauling of the material.

(e) District may purchase from County crushed gravel, sand or rock extracted from the Pit for use by District. The purchase price shall be calculated as follows: (the County's actual cost of extracting and crushing the gravel, sand or rock) \* (the percentage of gravel, sand or rock purchased by the District).

District shall provide written notice to County of the amount and type of gravel, sand or rock needed, at least 30 days in advance when reasonably possible. County shall then calculate the purchase price and provide District with an estimated delivery date. The purchase price for gravel, sand or rock purchased by District will be subtracted from the next payment of royalties due from County to District, pursuant to Section (3)(d).

(f) If District determines, in its reasonable discretion, that it needs gravel, sand or rock from the Pit to perform maintenance of District facilities more quickly than County is able to provide the gravel, sand or rock per Section (3)(e), District can extract the gravel, sand or rock from the Pit itself or through a contractor, at the District's own cost and risk.

(g) County shall not sublet or assign this Agreement to any person or entity without the written consent of District.

(h) Hours of operation of any kind in the Pit, on adjacent District property and on access roads shall not begin earlier than dawn or continue past dusk. No operations will occur on Sunday.

(i) To offset the cost of purchasing the reclamation bond required by Permit No. M1979-158, County shall reimburse the District in the amount of \$1,500 per year, in addition to any other payments due under this Agreement.

(j) To offset the cost to the District of the required Division of Reclamation, Mining, and Safety's annual permit fee and report the County agrees to reimburse the District for those associated costs which will be billed by the District to the County annually.

#### 4. TERMINATION AND EXPIRATION

(a) The term of this Agreement shall be three years commencing April 4, 2021 and ending on April 5, 2024.

(b) Either party may terminate this Agreement by giving 180 days' prior written notice to the other party. If this Agreement is terminated, County shall have one year from the expiration of the 180-day period in which to complete its obligations hereunder and to remove any crushed material, machinery and equipment from the Pit Property and all other District property and to complete payment to District.

#### 5. SURFACE SUPPORT



County shall not be liable for subsidence of the surface of the land, and District hereby discharges and releases County and waives all claims against County for all damages caused by surface subsidence.

6. INDEMNIFICATION

Subject to the provisions of Section 3(f), To the extent permitted by law, County will indemnify and hold harmless District from all claims, liabilities, actions, damages, or expenses that are asserted against District due to County's mining activities under this Agreement. County agrees to provide liability insurance in a sufficient amount to protect County from risks associated with its activities on the Property that shall name District as an additional insured, and County shall be responsible for all of its operations related to mining of the Property. County agrees to provide workers compensation to all County employees working at the Pit. The provisions of this Section 6(a) shall survive termination or expiration of this Agreement.

7. MISCELLANEOUS

(a) This Agreement embodies the entire agreement of the parties and no understanding or agreements, verbal or otherwise, exist between the parties except as herein set forth. No change or modification of this Agreement shall be valid unless in writing and signed by County and District.

(b) Either party may, in its discretion, request that this Agreement or a memorandum of this agreement be recorded with the Pueblo County Clerk and Recorder. The other party hereby agrees to such recordation and to execute a memorandum of this Agreement for recordation purposes.

(c) In this Agreement the use of the singular form of expression shall include the plural and the use of the masculine gender shall include the feminine gender. The clause headings appearing in the Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

(d) Nothing herein shall be deemed a waiver of governmental immunity or other protections afforded the parties under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

(e) Nothing herein is intended to give any rights or remedies whatsoever to any person other than the parties and their respective successors and permitted assigns.

(f) In the event of breach, each party shall have all remedies available in law or equity. No failure to enforce a remedy shall be deemed a waiver, and all waivers shall be expressly set forth in writing. No waivers shall be deemed a waiver of any other breach.

8. SPECIAL CONDITIONS

(a) District will obtain all required permits for the operation of the Pit, upon the request of the County. County will reimburse District for all expenses incurred for obtaining the



permits. County shall comply with and fulfill all provisions and requirements of the Mined Land Reclamation Division ("MLRD") Pit permit and any other permits issued for the Property and with all regulations, ordinances and law relevant to the operations of County on the Property.

(b) County will obtain a state exploration permit from DMG-MLRB and will comply with all requirements of said permit.

(c) County shall have the right to sub-lease the Property for operational purposes, upon the written consent of District, which shall not be unreasonably withheld. Any gravel, sand, rock or other materials extracted from the subject pit shall be used only by Pueblo County within Pueblo County.

(d) Any aggregate already rejected by County or that may be rejected by County in the future is not subject to the terms of this Agreement and shall be available to District for use, sale, or other disposition as District in its discretion sees fit.

(e) All gravel, sand or rock presently stored at the Pit and owned by District is not subject to the terms of this Agreement.

[The remainder of this page is intentionally blank.]













EXHIBIT A  
Land Description

Colorado City Metropolitan District, along with other holdings, owns 40 acres in Pueblo County with the following legal description:

SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 33, T24S, R67W, 6<sup>th</sup> P.M., also known as Lot 15 of Mountain Shadow Estates

The affected pit area (the "Property") lies roughly in the W  $\frac{1}{2}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 33, T24S, R67W, 6<sup>th</sup> P.M.



REVIEWED AND  
FASTED 4/27/21

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into with an effective date of April 5, 2021, by and between the Colorado City Metropolitan District ("District") and Pueblo County, Colorado ("County"), collectively referred to as "parties."

### WITNESSETH:

WHEREAS, District is the owner of the Colorado City Mountain Shadows Pit M-1979-158 in Colorado City, Colorado (hereinafter referred to as the "Pit"); and

WHEREAS, County requires construction material of satisfactory quality and quantity for use in the construction, improvements, and maintenance of its roads and highways; and

WHEREAS, the Parties desire to enter into this License Agreement (the "Agreement"), whereby County may use the Pit for the reasons set forth herein during the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

### AGREEMENT

#### 1. PROPERTY WARRANTY

(a) District warrants that it owns the above-described Pit and the mineral rights associated therewith, located on the property described in **Exhibit A** attached hereto and incorporated herein (the "Property") subject to any recorded encumbrances of title. Upon the request of County, District agrees to furnish County proof that it is the record titleholder to, or has sufficient authority over, said Pit to allow extraction of such minerals.

(b) To the extent permitted by law, District agrees to indemnify and hold harmless County, its representatives, successors, and assigns from claims and royalty rights asserted by any other person claiming an interest in this Property. The provisions of this Section 1(b) shall survive termination or expiration of this Agreement.

(c) If requested by County, the continuance of mining operations under this Agreement is conditioned upon the receipt by County of adequate proof of title to surface rights and mineral rights to the leased Property. If County believes at any time that there is a defect in District's title, rendering it unmerchantable, and said defect cannot be corrected by District, said condition shall be deemed unsatisfied, and County shall have the right to immediately cancel this Agreement, and the parties shall have no further obligations of any nature hereunder, except for the rights and obligations that expressly continue after termination as set forth in Sections 1(b), 2(d), 3(b), and 6(a).

#### 2. OBLIGATIONS OF DISTRICT

(a) As consideration for the performance of County hereunder, District agrees to allow County use of the aforementioned Pit during the term of this Agreement by granting

County a license to commence mining, crushing, and stockpiling operations for mining gravel, rock and sand on the Property comprising the Pit, pursuant to the usage restrictions of the District's Pit mining permit and all applicable laws and regulations at the time of said use.

(b) The license shall be exclusive to County, except for the rights reserved to District in Section 3(c) of this Agreement.

(c) The Parties agree that County and/or its agents shall have the right of ingress and egress to and from the Pit Property and any adjacent property owned by District, where necessary for County to exercise the license granted herein. County shall have the right to do all things necessary or incidental to its operation in the Pit, including, but not limited to, the right to install, construct, operate, maintain, dismantle, and remove all its machinery, equipment, improvements, stockpile areas, and other facilities, and the right to strip and remove overburden on and from the Property and otherwise to use and occupy the Property as reasonably required in order to extract, process, store and remove the construction material from the Pit. If material is available at subject Pit, County agrees to use material only from the Pit, which is the subject of this Agreement, for any application in an area lying within the boundaries of Colorado City. County's operations on the Property and any adjacent District property shall be conducted in a workman-like manner as mutually determined by the parties. The parties understand and agree that all payments due hereunder shall fully compensate District for all rights and privileges granted County pursuant to this Agreement.

(d) County shall have one year after the termination of this Agreement within which to remove all crushed material, machinery and equipment stored under this Agreement, which right shall survive termination or expiration of this Agreement.

### 3. OBLIGATIONS OF COUNTY

(a) Prior to commencing crushing operations in the Pit, County shall strip and stockpile all topsoil and overburden at an agreed upon on-site location.

(b) Upon concluding operations at the Pit, County shall leave the Pit with a side slope of not greater than a 3:1 ratio and shall perform dust abatement measures associated with its sand and gravel extraction operations hereunder as necessary or required by state or local government to control dust emissions. County shall perform all other abatement or reclamation duties required by governmental permits, licenses or regulations, at County's expense. To the extent permitted by law, County agrees to indemnify and hold harmless District, its representatives, successors, and assigns from any and all costs associated with abatement and/or reclamation of the Property and the Pit. The duties set forth in this Section (3)(b) shall survive termination or expiration of this Agreement.

(c) District hereby grants to County the right and privilege to explore, extract, wash, crush, mine, stockpile, store, remove, and purchase sand, gravel and rock material found by County under such land, for the term of this Agreement.

(d) As consideration for the obligations of District hereunder, County shall pay District at the rate of \$1.00 per ton, which rate will increase by 3% on April 5 of each year that the Agreement is in effect, for all material removed from the Pit, on a monthly basis. County shall be allowed 30 days to process each monthly payment. Material removed from District's premises shall be measured by the following method:



County shall record each lot of loads removed at 15 tons per tandem axle truck and 9 tons per bobtail truck. Unit weight for other trucks will be agreed upon after a field test has been completed to determine the weight of the material that can be loaded on the different sizes of units that will be used for the hauling of the material.

(e) District may purchase from County crushed gravel, sand or rock extracted from the Pit for use by District. The purchase price shall be calculated as follows: (the County's actual cost of extracting and crushing the gravel, sand or rock) \* (the percentage of gravel, sand or rock purchased by the District).

District shall provide written notice to County of the amount and type of gravel, sand or rock needed, at least 30 days in advance when reasonably possible. County shall then calculate the purchase price and provide District with an estimated delivery date. The purchase price for gravel, sand or rock purchased by District will be subtracted from the next payment of royalties due from County to District, pursuant to Section (3)(d).

(f) If District determines, in its reasonable discretion, that it needs gravel, sand or rock from the Pit to perform maintenance of District facilities more quickly than County is able to provide the gravel, sand or rock per Section (3)(e), District can extract the gravel, sand or rock from the Pit itself or through a contractor, at the District's own cost and risk.

(g) County shall not sublet or assign this Agreement to any person or entity without the written consent of District.

(h) Hours of operation of any kind in the Pit, on adjacent District property and on access roads shall not begin earlier than dawn or continue past dusk. No operations will occur on Sunday.

(i) To offset the cost of purchasing the reclamation bond required by Permit No. M1979-158, County shall reimburse the District in the amount of \$1,500 per year, in addition to any other payments due under this Agreement.

(j) To offset the cost to the District of the required Division of Reclamation, Mining, and Safety's annual permit fee and report the County agrees to reimburse the District for those associated costs which will be billed by the District to the County annually.

#### 4. TERMINATION AND EXPIRATION

(a) The term of this Agreement shall be three years commencing April 4, 2021 and ending on April 5, 2024.

(b) Either party may terminate this Agreement by giving 180 days' prior written notice to the other party. If this Agreement is terminated, County shall have one year from the expiration of the 180-day period in which to complete its obligations hereunder and to remove any crushed material, machinery and equipment from the Pit Property and all other District property and to complete payment to District.

#### 5. SURFACE SUPPORT

County shall not be liable for subsidence of the surface of the land, and District hereby discharges and releases County and waives all claims against County for all damages caused by surface subsidence.

6. INDEMNIFICATION

Subject to the provisions of Section 3(f), County will indemnify and hold harmless District from all claims, liabilities, actions, damages, or expenses that are asserted against District due to County's mining activities under this Agreement. County agrees to provide liability insurance in a sufficient amount to protect County from risks associated with its activities on the Property that shall name District as an additional insured, and County shall be responsible for all of its operations related to mining of the Property. County agrees to provide workers compensation to all County employees working at the Pit. The provisions of this Section 6(a) shall survive termination or expiration of this Agreement.

7. MISCELLANEOUS

(a) This Agreement embodies the entire agreement of the parties and no understanding or agreements, verbal or otherwise, exist between the parties except as herein set forth. No change or modification of this Agreement shall be valid unless in writing and signed by County and District.

(b) Either party may, in its discretion, request that this Agreement or a memorandum of this agreement be recorded with the Pueblo County Clerk and Recorder. The other party hereby agrees to such recordation and to execute a memorandum of this Agreement for recordation purposes.

(c) In this Agreement the use of the singular form of expression shall include the plural and the use of the masculine gender shall include the feminine gender. The clause headings appearing in the Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

(d) Nothing herein shall be deemed a waiver of governmental immunity or other protections afforded the parties under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

(e) Nothing herein is intended to give any rights or remedies whatsoever to any person other than the parties and their respective successors and permitted assigns.

(f) In the event of breach, each party shall have all remedies available in law or equity. No failure to enforce a remedy shall be deemed a waiver, and all waivers shall be expressly set forth in writing. No waivers shall be deemed a waiver of any other breach.

8. SPECIAL CONDITIONS

(a) District will obtain all required permits for the operation of the Pit, upon the request of the County. County will reimburse District for all expenses incurred for obtaining the permits. County shall comply with and fulfill all provisions and requirements of the Mined Land

Reclamation Division ("MLRD") Pit permit and any other permits issued for the Property and with all regulations, ordinances and law relevant to the operations of County on the Property.

(b) County will obtain a state exploration permit from DMG-MLRB and will comply with all requirements of said permit.

(c) County shall have the right to sub-lease the Property for operational purposes, upon the written consent of District, which shall not be unreasonably withheld. Any gravel, sand, rock or other materials extracted from the subject pit shall be used only by Pueblo County within Pueblo County.

(d) Any aggregate already rejected by County or that may be rejected by County in the future is not subject to the terms of this Agreement and shall be available to District for use, sale, or other disposition as District in its discretion sees fit.

(e) All gravel, sand or rock presently stored at the Pit and owned by District is not subject to the terms of this Agreement.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement in Pueblo, Colorado, as of the day and year first written above.

COLORADO CITY METROPOLITAN DISTRICT:

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

ATTEST:

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

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF PUEBLO            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of the Colorado City Metropolitan District.

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

My commission expires: \_\_\_\_\_

[Seal]

PUEBLO COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Director of Engineering and Public Works

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF PUEBLO            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of the Pueblo County.

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

My commission expires: \_\_\_\_\_

[Seal]

EXHIBIT A  
Land Description

Colorado City Metropolitan District, along with other holdings, owns 40 acres in Pueblo County with the following legal description:

SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 33, T24S, R67W, 6<sup>th</sup> P.M., also known as Lot 15 of Mountain Shadow Estates

The affected pit area (the "Property") lies roughly in the W  $\frac{1}{2}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 33, T24S, R67W, 6<sup>th</sup> P.M.

**colocitymanager@ghvalley.net**

---

**From:** Matt Dennison <littlediggers@ghvalley.net>  
**Sent:** Wednesday, June 23, 2021 10:24 PM  
**To:** colocitymanager@ghvalley.net  
**Subject:** griswell st  
**Attachments:** ccmd griswell .docx

Hi jim here is the bid you wanted for the excavation only part of the water and sewer on griswell st. if you have any questions just let us know.  
Thank you

Matt Dennison  
Owner/Operator  
719.568.2050





Matt Dennison  
PO Box 612  
Rye, CO 81069  
719-568-2050

CLIENT: COLORADO CITY METRO DIST.  
BENT BOTHERS BLVD

COMMENTS: water and sewer excavation Griswell st

Bid Date: 6-23-21

DESCRIPTION	AMOUNT
Excavate water line from existing stub approximately 150' and to a depth of no greater than 4.5'.	
Excavate sewer line from existing manhole approximately 180' and to a depth of no greater than 6'.	
*all rental is included in this bid.	
*ccmd will provide one person for support.	
*all materials for this project is provided by ccmd and no cost to little diggers construction LLC. (gravel, pipe, fittings, etc.).	
	<b>TOTAL</b>
	\$12,900.00

**Thank you for the opportunity to earn your business!**

**Bid is valid for 14 days from bid date**



## AGREEMENT

This Agreement ("Agreement") is entered into June 2, 2021 between Hydro Resources – Rocky Mountain, Inc. ("Contractor") and Colorado City Metropolitan District ("Owner") (together "Parties", each "Party"). Contractor and Owner, in consideration of the following mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

### ARTICLE 1 – DEFINITIONS

- 1.1 **Consultant:** means an engineer, geologist, hydrologist, hydrogeologist, and/or other professional employed or engaged by the Owner to provide plans, diagrams, specifications, analysis, advice, guidance, and/or other related professional services to the Owner relative to the Project.
  - 1.2 **Contractor:** is Hydro Resources – Rocky Mountain, Inc. and may be contacted as follows: 13027 CR 18 Ft. Lupton, CO 80621 – 303-857-7540.
  - 1.3 **Owner:** is Colorado City Metropolitan District and may be contacted as follows: 4497 Bent Brothers Blvd., PO box 20229 Colorado City, CO 81019 – 719-676-3396.
  - 1.4 **Project:** means the intended outcome of the Work, such as the drilling and construction of a water well or other similar outcome.
  - 1.5 **Work:** means all construction incorporating labor, material, and equipment required by the Agreement.
- 6.1 After execution of this Agreement, Owner or Contractor may submit a request to modify the Work, Project and/or contract amount pursuant to a Change Order. The Party proposing the modification shall prepare a proposed Change Order. The proposed Change Order shall describe, in writing, the requested modification and pricing and shall be provided to the other Party. The Party receiving the Change Order shall promptly review the proposed Change Order, and if acceptable, will sign and approve the Change Order, and return a copy to the other Party.
  - 6.2 Substantial compliance with the Change Order process in this Article 6 shall be deemed sufficient by the Parties.

### ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

- 2.1 Contractor is and will remain at all times an independent contractor and is not an agent or employee of Owner. Contractor owes the Owner no duties other than those specifically set forth in this Agreement. Owner explicitly waives any and all claims against Contractor arising from or related to the Work or Project with the sole exception of a claim for breach of contract at law.
  - 2.2 Owner may, at its discretion, engage or seek advice from a Consultant in relation to the Project. In such event, no relationship, whether contractual, legal, equitable, or otherwise, shall be created or exist between the Contractor and Consultant; Contractor shall owe no obligations nor have any duty to Consultant under this Agreement or by operation of law or equity; and Owner shall bear all liability and have full and complete responsibility for Consultant, including but not limited to, any advice, guidance, or information provided by the Consultant, and for the Work and Project in general.
- 7.1 Contractor agrees, represents, and warrants that all materials and equipment furnished and incorporated by Contractor into the Project shall be new and that all Work under this Agreement shall be of good and workmanlike quality, free from faults and defects, and in conformance with this Agreement. Contractor makes no other representations or warranties, expressed or implied, except those specifically provided in this Agreement. Contractor specifically disclaims any representation as to the quantity and/or quality of water produced by the Project.
  - 7.2 Owner agrees, represents, and warrants that it has the power and authority, completed all actions, and obtained all approvals and permits necessary to properly enter into and abide by the terms of this Agreement and shall maintain such power, authority, approvals, and permits until the Project is complete; has, at its sole discretion, chosen the location of the Project; disclosed to the Contractor all information known or reasonably available to Owner relevant to the Work and its location; and/or is solely responsible for any known or unknown conditions at, near, or relevant to the location of the Project, whether such conditions occur above or below ground.

### ARTICLE 8 – DEFAULT AND TERMINATION

- 3.1 Contractor's Work includes the items set forth in EXHIBIT A. The Project shall be considered "complete" when all of the Work set forth in EXHIBIT A has been performed by Contractor. The Work may be subject to modification pursuant to a Change Order (see Article 6) or as otherwise provided in this Agreement.
  - 3.2 Contractor shall supervise and direct the Work and shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement.
- 8.1 In the event of an alleged material default by Contractor in the performance of the Work or defect in the resulting Project, Owner shall provide Contractor a reasonable opportunity to address or cure such alleged default. If Contractor is unable to cure the alleged default or correct the alleged defect, or fails to take substantial steps towards doing so within a reasonable period of time, Owner may terminate the Agreement upon ten (10) days written notice to Contractor and upon payment in full to the Contractor for all Work conducted by the Contractor at the time of issuance of the aforementioned written notice.
  - 8.2 Contractor may terminate this Agreement in its sole discretion at any time and for any reason. If Contractor elects to terminate this Agreement, it shall give Owner notice of such termination ten (10) days prior to such termination in order to provide the Owner the ability to mitigate any damages it might incur.
  - 8.3 Contractor shall not, unless otherwise expressly provided herein, be responsible or liable for any delay or failure in performing hereunder due to force majeure, if Contractor promptly provides to Owner written notice thereof, and provided that Subcontractor shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean epidemics, pandemics, quarantines, acts or orders of government authority, acts of God, acts of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fires, explosions, floods, breakdowns or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature which are beyond the reasonable control of Contractor.

### ARTICLE 9 – OWNER'S BANKRUPTCY

- 4.1 Contractor shall use its best efforts to start, perform, and finish the Work within a reasonable time under the circumstances. Contractor shall not be liable to Owner for any delay, hindrance, interference, or acceleration in Contractor's Work resulting from any cause attributable to factors outside of Contractor's control.
- 9.1 If Owner becomes a party to voluntary or involuntary bankruptcy proceedings, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency or liquidation, it shall provide notice of such to the Contractor and Contractor may request adequate assurances of future performance from Owner. Pending receipt of such adequate assurances, Contractor may proceed with or cease Work at its discretion.

### ARTICLE 6 – CHANGES

**ARTICLE 10 – REMEDIES**

- 10.1 In the event of a dispute arising under or related to this Agreement, the disputing Party shall submit a written notice to the other Party identifying the factual basis for the dispute and that Party's demand in order to resolve the dispute. Such written notice shall be a condition precedent to pursuing any of the remedies provided in this Article 10.
- 10.2 Notwithstanding the above, Contractor may initiate or undertake any procedures necessary to preserve its legal rights, including but not limited to assertion and/or recording liens or commencing foreclosure actions and may in its discretion demand reimbursement from Owner for related costs and expenses (including attorney's fees) at the time of final collections.
- 10.3 Any judgment or award in a dispute arising or related to this Agreement shall be limited to monetary damages, but may include recovery of costs, expenses, and attorney's fees for party prevailing in the award. However, in no event will Contractor be liable to Owner for any lost profits; loss of anticipated benefits; or consequential, special, incidental, or exemplary damages.
- 10.4 Owner may not seek judicial review of any dispute arising under or related to this Agreement after one (1) year following the date of Contractor's completion of the Project.

**ARTICLE 11 – INDEMNITY**

- 11.1 Contractor shall indemnify, hold harmless, and defend Owner from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from bodily injury or death of any person or property damage caused solely by an act or omission of the Contractor unless directly or indirectly caused by an act or omission of the Owner.
- 11.2 Owner shall indemnify, hold harmless, and defend Contractor from and against any and all claims, damages, loss, or expense including attorney's fees, caused directly or indirectly by Owner's failure to fully and completely

comply with any of its obligations under the Agreement and, to the fullest extent permitted by law, in regard to all disputes attributable to or related to factors outside of Contractor's reasonable control.

- 11.3 In no event shall a party to this Agreement be liable for indirect, special, consequential, incidental, multiple or punitive damages, or any damage deemed to be of an indirect or consequential nature, arising out of or related to its performance under this Agreement, whether based upon breach of contract, warranty, negligence and whether grounded in tort, contract, civil law or other theories of liability, including strict liability. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital.

**ARTICLE 12 – NOTICES**

- 12.1 Notice under this Agreement shall be in writing and directed to the person(s) identified in Paragraphs 1.2 and 1.3, in Article 1, above.

**ARTICLE 13 – MISCELLANEOUS PROVISIONS**

- 13.1 This Agreement contains the entire agreement between the Parties. Save for the procedure set forth in Article 6, it can only be amended in writing, executed by both Parties.
- 13.2 If any provision of this Agreement is determined judicially to be invalid or unenforceable, it is to be rewritten and agreed upon by the Parties so as to make such provision valid and enforceable if permissible. In the event of partial invalidity, all other provisions are to be enforced as written and such partial invalidity shall only affect the invalid provision(s).
- 13.3 This Agreement shall be subject to and governed by the laws of the State of Texas without reference to its choice of law provisions.
- 13.5 This Agreement shall not be assignable by Owner, except upon the written consent of Contractor.

**SIGNATURES**

THIS IS A LEGAL DOCUMENT. SIGNING THIS AGREEMENT HAS LEGAL CONSEQUENCES. BEFORE SIGNING THIS AGREEMENT, BOTH PARTIES ARE ADVISED TO CONSULT COMPETENT, INDEPENDENT LEGAL COUNSEL.

IN WITNESS WHEREOF, the Parties hereto set their hands as follows and each Party represents to the other that the person executing this Agreement has the full authority to do so on behalf of that Party.

OWNER

Colorado City Metropolitan District

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

CONTRACTOR

HYDRO RESOURCES – ROCKY MOUNTAIN, INC.

  
\_\_\_\_\_

Printed Name: Ron Looberk

Title: GENERAL MANAGER

Date Signed: 6/18/2021

**EXHIBIT A – SCOPE OF WORK**

Contractor:	Hydro Resources – Rocky Mountain Inc.	Owner:	Colorado City Metropolitan District
Project: Artesian Well 4584-F			

To: Colorado City Metropolitan District  
4497 Bent Brothers Blvd.  
Colorado City, CO 81019

**ATTN: Mr. James P. Eccher – District Manager**

**Project: Colorado City Artesian Well 4584-F**

Mr. Eccher,

Hydro Resources (HR) is pleased to present the following proposal for well liner installation, well testing and permanent equipment installation for Colorado City Metropolitan District (CCMD). HR has a history of performing successful well rehabilitations and testing for neighboring communities on similar wells. HR wishes to outline our understanding of the scope of work.

Before reviewing the project details, HR would first like to stress our commitment to CCMD to providing a company committed to making Health & Safety our number one priority on this project. HR has broken down the proposal into the following units:

- I. Technical Approach Pump Equipment**
- II. Clarifications**
- III. Total Project Pricing**

**I. Technical Approach & Pump Equipment**

HR has multiple pump rigs and support equipment that can be utilized for this scope. HR plans on utilizing a SMEAL 12T rig (or equivalent) 12 Ton Capacity rig. For the proposal, HR has researched well 4584-F artesian well from a provided well video as well as permit documents. To bring the Artesian well back online HR recommends the following options:

- Prior to mobilization, CCMD to open valve and release pressure from artesian well thru valve currently on well casing. Water in vault/pit to be removed and cleaned up debris and soils in particularly around casing to properly perform work on Artesian well.
- HR to mobilize with pump rig and packer pulling equipment. Set up rig and remove packer. After packer is removed, demobilize pump rig. Let well set for at least one day.
- Video Well with DVD and description provided to CCMD.
- Prepare liner and liner well seal for 6" to 10" casing. Prepare test pump equipment.
- Remobilize pump crew with 6" casing liner and test pump materials. Weld 3" Nipple on bottom of 10" casing with ball valve for detouring water while liner installation and test pump is being performed. This may require pumping out water below cut and welded area. Start installation of 6" liner.
- Install 6" well liner and top seal, this may take longer due to lugs being cut off each strand of casing before installed. Also, integrity of 10" casing due to being submerged in water for many years.
- Install test pump equipment, discharge piping with flowmeter and generator electrical.
- Test pump well for 8 hours to determine best pumping rate for well.
- 12 Hour well recovery

Owner  
Contractor 

- Pull Test pump equipment and demobilize.
- Prepare permanent equipment recommended from pump test.
- Mobilize back to Colorado City and start installation of permanent equipment.
- Complete installation of permanent equipment and demobilize.
- Hydro Technician evaluate all electrical and start up.

The proposed pump equipment is as follows (actual equipment to be based on pump testing):

- Grundfos pump end, 150S-200-11, 153 GPM @ 421' TDH
- Hitachi Motor, 20HP, 460V, 3PH, 6"
- Submersible Cable, 8/3 Flat Jacket w/Ground
- Drop Pipe, 2 7/8" OD x .203 API, EUE, 8R, R2
- 2 7/8" Flowmatic Check Valve, 80DI
- Airline, 1/4" x 2
- PVC, 1"
- Stainless Steel bands, Pipe tape and pipe dope
- Well Seal, 6" x 10"

## II. Clarifications

- HR assumes well pit will be empty of water and soil.
- HR assumed all pressure will be relieved before mobilization to site.
- HR assumes there will be drainage from well pit for casing drain to be installed or replaced.
- HR has assumed 10" casing is secure and workable.
- HR will have to evaluate packer integrity before re-installation.
- HR to provide submittals of pump equipment and will not order until receiving approval from CCMD based off test pump data as well as location to be pumped.
- HR assumes CCMD will provide area for water to be pumped and drained as well as any permits necessary to complete the job.
- HR assumed re-using top well discharge and packer if in working condition.
- HR assumes trees and building be clear of work site and clear access.
- Taxes are not included.
- Project to be on Time and materials job (T & M).

## III. Total Project Pricing

HR is provided the following cost summary for your review:

Colorado City Metropolitan P.P.C.						
Item No.	Description	Qty.	Unit	Unit Cost	Total	
1	Prep. Packer pulling materials and mob. To site, Pull Packer	14	HR	\$ 240.00	\$ 3,360.00	
2	Video Well	1	LS	\$ 1,400.00	\$ 1,400.00	
3	Prep liner, liner seal and test pump equipment	12	HR	\$ 240.00	\$ 2,880.00	
4	Mob. And install well relief valve, start install liner	12	HR	\$ 240.00	\$ 2,880.00	
5	Install liner with seal	12	HR	\$ 240.00	\$ 2,880.00	
6	Install test pump equipment	12	HR	\$ 240.00	\$ 2,880.00	
7	8 hour test pump	8	HR	\$ 200.00	\$ 1,600.00	
8	12 hour well recovery	12	HR	\$ 75.00	\$ 900.00	
9	Pull test pump equipment and demoblize	14	HR	\$ 240.00	\$ 3,360.00	
10	Prep. Permanent equipment	12	HR	\$ 150.00	\$ 1,800.00	
11	Mob. And install permanent equipment	12	HR	\$ 240.00	\$ 2,880.00	
12	Install permanent equipment and demobilize	12	HR	\$ 240.00	\$ 2,880.00	
13	Hydro technician evaluate equipment and demobilize	1	LS	\$ 3,500.00	\$ 3,500.00	
14	Test equipment, DSL, generator, weld rod, lugs, oxy/acetylene	1	LS	\$ 3,600.00	\$ 3,600.00	
15	6 5/8" well liner x .280	518	FT	\$ 19.00	\$ 9,842.00	
16	Well seal, 6" x 10"	1	LS	\$ 367.00	\$ 367.00	
17	Provide Grundfos PE, 150GPM @ 421'TDH, 20HP, 460V, 6" with 2 7/8" EUE R2 Pipe, 2 7/8 Check Valve, 1/4" Airline x 2, 1" PVC & Consumables	1	LS	\$ 15,875.00	\$ 15,875.00	
<b>Sub Total (Grand Total)</b>					<b>\$ 67,174.00</b>	

Owner  
Contractor: 



**RESOLUTION 08-2021**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
COLORADO CITY METROPOLITAN DISTRICT  
AMENDING RULES AND REGULATIONS TO ADD PROVISIONS REGARDING  
ARCHITECTURAL REVIEW AND APPROVAL AND COVENANT ENFORCEMENT**

WHEREAS, Colorado City Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, C.R.S. § 32-1-1001(1)(m) states that, among other powers, the Board of Directors (the “Board”) has the power “[t]o adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district”; and

WHEREAS, pursuant to C.R.S. § 32-1-1004(8), the District “has the power to furnish covenant enforcement and design review services within the district”; and

WHEREAS, many of the properties within the District are subject to recorded Declarations of Protective Covenants (the “Covenants”) that require approval of design plans by the architectural committee before any building or improvement may be constructed on the property, to ensure compliance with covenant requirements and restrictions and to review the proposed location, form, texture, color and external appearance of the proposed structure; and

WHEREAS, the District has assumed the duties of the architectural control committee as set forth in Covenants and has the power to enforce covenants and provide design review and approval for property within the District; and

WHEREAS, pursuant to Resolution 16-2019, the Board established the Colorado City Architectural Advisory Committee (CCAAC) to review alleged covenant violations and architectural review applications and to make recommendations to the District Manager and the Board; and

WHEREAS, the Board would like to amend the Rules and Regulations of the District (the “Rules”) to set forth requirements regarding the CCAAC and the requirements to obtain architectural approval; and

WHEREAS, the Board held a public hearing on the proposed amendment to the Rules on August 10, 2021 after notice provided on the District’s website, posted within the boundaries of the District, and published; and

WHEREAS, the Board finds that it is in the best interest of the residents of the District to amend the Rules as set forth herein.

**NOW, THEREFORE, be it resolved by the Board of Directors of the District as follows:**

- 1) The Board hereby amends the District's Rules and Regulations to adopt new Section 21, as shown on **Exhibit A** attached hereto and incorporated herein by this reference, *effective immediately*.
- 2) The District Manager is directed to update the Rules and post an updated version on the District's website.
- 3) The District Manager is directed to inform resident and /or applicant of decision by the Board of approval and/or denial, specifying the changes needed to comply with the covenants and explaining the appeal process.
- 4) This Resolution will amend Resolutions 16-2019, 17-2020, and 08-2021 to the extent of any inconsistencies.

Adopted and approved on July 8, 2020, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

COLORADO CITY METROPOLITAN DISTRICT

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

Neil Elliot, President

ATTEST:

\_\_\_\_\_

Gregory Collins, Secretary



## Section Twenty- One

### 21. DESIGN REVIEW AND COVENANT ENFORCEMENT

#### 21.1 Architectural Control Committee and Advisory Committee:

21.1.1 **Architectural Control Committee:** Most of the properties within the District are subject to a recorded Declaration of Protective Covenants, which places certain restrictions on use of the property, including without limitation properties located in Units 1 – 35, 37-39, 41, and 45, Colorado City, Pueblo County, Colorado (collectively the “Covenants”). The Board of Directors of the District, as successor to the Declarant, serves as the architectural committee or architectural control committee under the Covenants, except to the extent that the Board has delegated duties and responsibilities to District employees or the CCAAC.

21.1.2 **Colorado City Architectural Advisory Committee:** Colorado City Architectural Advisory Committee (“CCAAC”) consists of at least three members, appointed by the Board of Directors of the District, to review and make recommendations regarding design review and covenant enforcement. In addition, the District Manager serves as an *ex officio* member of the CCAAC. The Board may remove any member of the CCAAC, in the Board’s discretion, at a public meeting. The CCAAC receives applications and complaints related to the Covenants, performs investigations, and makes recommendations to the Board of Directors. The Board may delegate other duties and responsibilities to the CCAAC via Resolution or motion.

#### 21.2 Applications for Design-Review.

21.2.1 **Design-Review Applications Required for New Buildings:** No owner of real property within the District shall commence construction of or Capital Improvements to any Building prior to submitting an application for review of design plans to the District (“Design-Review Application”) and receiving architectural approval of the plans, if required by applicable covenants. For the purpose of this Rule 21.2.1, Capital Improvements shall include, without limitation, expansions and additions to a Building, construction of fences, garages, carports, decks, accessory dwelling units, or other permanent structures, or remodeling the exterior of a Building with a new roof, repainting or structural changes.

21.2.2 **Process for Design-Review Applications:** The owner shall submit tentative plans to the CCAAC for review and comments before commencing working drawings. Then, the owner shall submit a Design-Review Application to the District, signed by the fee owner of the property, along with all required application fee. The Design-Review Application will include working drawings

showing complete elevations, plot and site development plans, and proposed colors, textures, and materials. Upon receipt of an application, it will be referred to the CCAAC for review to confirm that the design is consistent with all applicable covenants. The CCAAC may physically inspect the property to review property pins and staked placement of the building to ensure that required setbacks are met per the Covenants and then-current Pueblo County Land Use Code (Title 17). The CCAAC will make a recommendation to the Board of Directors regarding whether the application should be approved because it is in compliance with all applicable covenants. If the CCAAC finds that changes are needed to comply with the covenants, the CCAAC may work directly with the applicant to resolve the concerns before providing a recommendation to the Board. Based on the recommendations of the CCAAC, the Board will direct the District Manager to issue a written letter to the owner notice of approval of the design plans or notice of denial, specifying the changes needed to comply with the covenants and explaining the appeal process. The decision of the Board shall be final.

**21.2.3 Stop Work Order if No Design-Review Application Submitted:** The District Manager may issue a Stop Work Order for any property if the District Manager determines, based on his/her own review or review by the CCAAC, that construction is commenced prior to architectural approval required by the applicable covenants. The Stop Work Order shall be mailed by USPS certified mail, return receipt requested, to the property owner of record with the Pueblo County Assessor and to the Pueblo County Department of Land Use and Development. A copy shall also be hand-delivered to the construction workers on site, if applicable. The District may require the owner to reimburse the District for its costs associated with the Stop Work Order, in addition to paying the application fee, prior to approval of the design for the project.

**21.2.4 Appeals of Design-Review Decisions.** Any decision to issue a Stop Work Order pursuant to Sec. 21.2.3 above may be appealed to the District Board by providing written notice of appeal within 15 days following the date of Stop Work Order. Upon receipt of an appeal, the District shall schedule a public hearing at a regular or special meeting of the Board of Directors at which time the owner and other owners subject to the same Covenants shall have an opportunity to present testimony and evidence to the Board. Following said hearing, the Board's decision shall be final.

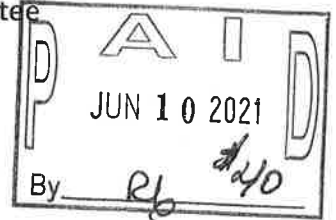


RECEIVED Colorado City Architectural Advisory Committee

JUN 10 2021

P.O. Box 20229  
Colorado City, Colorado 81019  
719 676-3396

colocitymanager@ghvalley.net



BY: RB

Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3p.m. on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: Lowrie L Bird

Mailing Address: P.O. Box 19988

City: Colorado City

State: Colorado

ZIP: 81019

Telephone: 719-250-6990

Contractor:		Homeowner (L.L. Bird)		CONTRACTOR	
Mailing Address:		P.O. Box 19988		City: Colorado City	
State:		Colorado		ZIP: 81019	
				Telephone: 719-250-6990	

Requested approval for:  Commercial building  Home  Shed  Fence  Other: Carport on courtyard

PAR A LOT LINE VACATION NO 2010-010 FORMERLY #47-231-01-024 THRU 026 ; Used to be lot 1106 unit 1

Lot: 1 Unit: 1106 Legal address, (please verify with CC Metro District): 5239 Trinchera Drive Parcel 4723101343

*R-2 County  
R-1 CC*

Type construction: Metal pole and roof

Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 120

Square footage required by covenants: \_\_\_\_\_

REQUIRED ITEMS for submittal of application:

- Legal description of property with legal address defined as street name & number
- Plot plans to scale (indicate scale)
- Property line staked out corners
- Foundation plan and Building staked out before Excavation
- One (1) copy of blue print and One (1) electronic copy sent to manager
- Location of improvements on property - NOTE: front of house must face legal address
- Exterior dimensions - both primary and secondary buildings
- Elevations - front, back, sides
- Accurate setbacks drawn to scale (include easements)
- Distances between buildings
- Location of improvements (porches, decks, garages, carports, driveways, accessory buildings, landscaping)
- Location of propane tank, where applicable
- Location of street light (where required by covenants)
- Fence - type of materials, height, and locations
- Landscaping diagram (if not included in original plans, must be submitted later)
- Exterior color scheme, type of siding and roofing materials must be indicated <-to match house colors, roof etc

I have read and agree to abide by the unit's protective covenants for which this application is submitted:

Property owner's signature: [Signature]

Date: 6-10-21

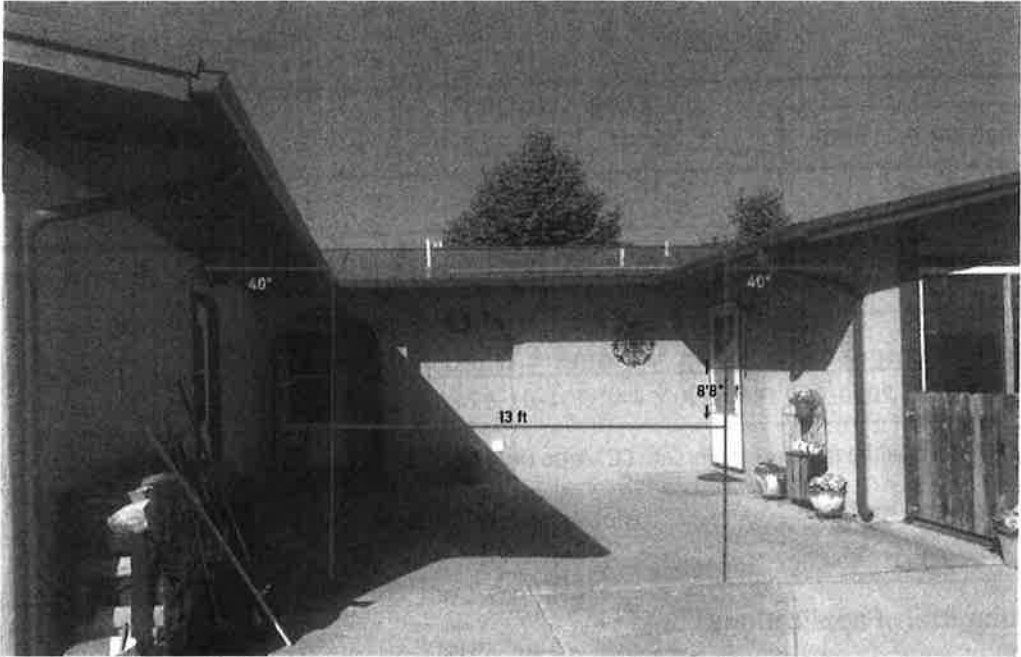
This application will not be accepted until you read and sign on reverse.

*REVIEWED*

Our elderly parents (84 years old) live in one side of our duplex home. This courtyard is a problem area for trapping snow in the winter and leaves and debris in the other seasons . This courtyard fills up with snow and drifts really badly with a winter storm. Because of the walls on both sides and back, it is difficult to get equipment in to remove snow or it entails a great deal of shoveling.

As mom and dad age we have had to call EMTs often, a carport here would give the folks more protection going back and forth to our house as well as better ingress and egress for emergency personnel.

Would like to build or install a pre made free standing, (Not attached to home) carport here for Mom and Dad. I do not yet have complete plans but am seeking tacit approval. Did not want to go the expense of drafting or purchasing without input from Colorado City Architectural Advisory Committee. Should there be no problem to proceed, I will gladly supply requested drawings, plans etc.





Colorado City Architectural Advisory Committee  
P.O. Box 20229

Colorado City, Colorado 81019  
719 676-3396

colocitymanager@ghvalley.net

RECEIVED

JUN 14 2021

Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3p.m. on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: Dean & Lisa Parrish

Mailing Address: Po Box 19674

State: CO

ZIP: 81019

City: Colorado City

Telephone: 719 240 4481

Contractor: Self CONTRACTOR

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Requested approval for:  Commercial building  Home  Shed  Fence  Other: C-R-2  
CC-R-1-2

Lot: 295 Unit: 3 Legal address, (please verify with CC Metro District): 4072 Cibola Dr.

Type construction: New Shed & Roof Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 192 Square footage required by covenants: \_\_\_\_\_

REQUIRED ITEMS for submittal of application:

- Legal description of property with legal address defined as street name & number
- Plot plans to scale (indicate scale)
- Property line staked out corners shed in place
- Foundation plan and Building staked out before Excavation
- One (1) copy of blue print and One (1) electronic copy sent to manager
- Location of improvements on property - NOTE: front of house must face legal address
- Exterior dimensions - both primary and secondary buildings
- Elevations - front, back, sides
- Accurate setbacks drawn to scale (include easements)
- Distances between buildings
- Location of improvements (porches, decks, garages, carports, driveways, accessory buildings, landscaping)
- Location of propane tank, where applicable
- Location of street light (where required by covenants)
- Fence - type of materials, height, and locations
- Landscaping diagram (if not included in original plans, must be submitted later)
- Exterior color scheme, type of siding and roofing materials must be indicated

have read and agree to abide by the unit's protective covenants for which this application is submitted:

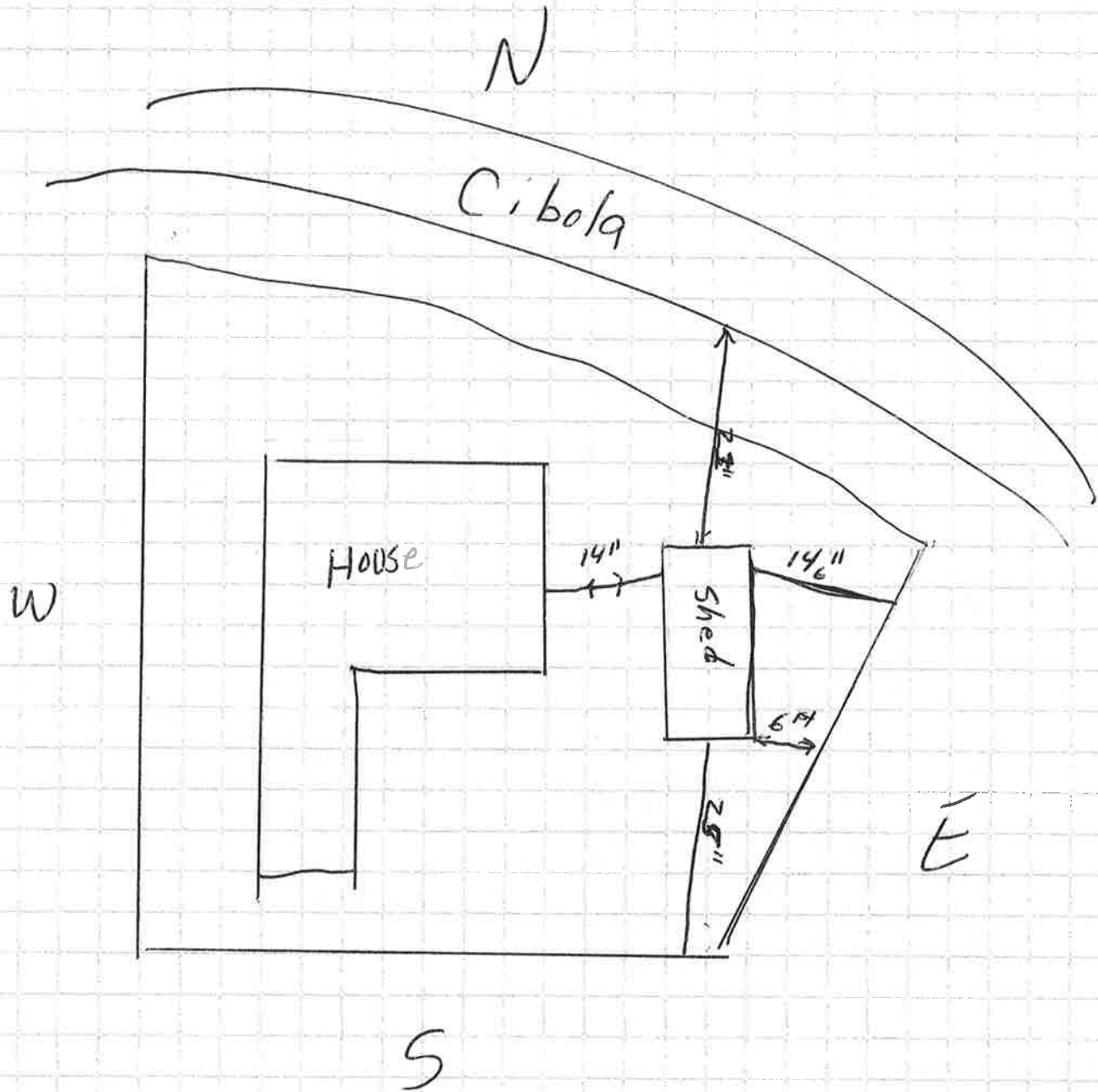
Property owner's signature: [Signature]

Date: 6/13/2021

This application will not be accepted until you read and sign on reverse.

[Signature]  
PD

4072 Cibola Dr.





Colorado City Architectural Advisory Committee  
 P.O. Box 20229  
 Colorado City, Colorado 81019  
 719 676-3396  
 colocitymanager@ghvalley.net

ENTERED  
 06/14/21

Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3p.m. on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: MTLES & DONNA Vodopich  
 Mailing Address: P.O. Box 19251 City: Colorado City  
 State: CO ZIP: 81019 Telephone: 702-303-8470

CONTRACTOR

Contractor: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Telephone: \_\_\_\_\_

Requested approval for:  Commercial building  Home  Shed  Fence  Other: L-R-2  
~~CC-R-1-E~~

Lot: 14 Unit: 9 Legal address, (please verify with CC Metro District): 4488 Jefferson Blvd

Type construction: Wood/Shed Mobile homes:  New  Used - Year built: \_\_\_\_\_  
 Floor area square footage: 120 Square footage required by covenants: \_\_\_\_\_

**REQUIRED ITEMS for submittal of application:**

- Legal description of property with legal address defined as street name & number
- Plot plans to scale (indicate scale)
- Property line staked out corners
- Foundation plan and Building staked out ~~before~~ Excavation
- One (1) copy of blue print and One (1) electronic copy sent to manager
- Location of improvements on property - NOTE: front of house must face legal address
- Exterior dimensions - both primary and secondary buildings
- Elevations - front, back, sides
- Accurate setbacks drawn to scale (include easements)
- Distances between buildings
- Location of improvements (porches, decks, garages, carports, driveways, accessory buildings, landscaping)
- Location of propane tank, where applicable
- Location of street light (where required by covenants)
- Fence - type of materials, height, and locations
- Landscaping diagram (if not included in original plans, must be submitted later)
- Exterior color scheme, type of siding and roofing materials must be indicated

I have read and agree to abide by the unit's protective covenants for which this application is submitted:

Property owner's signature: Donna Vodopich Date: 6-14-2021

This application will not be accepted until you read and sign on reverse.

Chattle

Jefferson Blvd

Tuff Shed  
Garden Ranch  
10x12  
Shingles  
Tan w/white trim

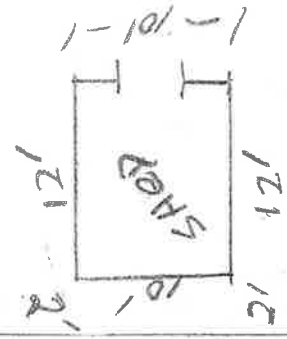


GARAGE



House

6' High  
Fence  
4' Gate



Fence  
6' High wood

Fence  
6' High  
Wood

YARD

89'

Fence  
6' High  
Wood





Colorado City Architectural Advisory Committee  
 P.O. Box 20229  
 Colorado City, Colorado 81019  
 719 676-3396  
 colocitymanager@ghvalley.net

RECEIVED

JUN 21 2021

Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3p.m. on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: Front Range Land LLC  
 Mailing Address: 4164 Austin Bluffs Pkwy City: Colorado Springs  
 State: Co ZIP: 80918 Telephone: \_\_\_\_\_

CONTRACTOR  
 Contractor: Jabbar Jabbasi (Jabbasi Construction)  
 Mailing Address: 7475 Pine Bluff Dr W. City: Pueblo  
 State: Colorado ZIP: 81004 Telephone: 303 834 5662

Requested approval for:  Commercial building  Home  Shed  Fence  Other: Zoning CC-R-1-2 County R-1

Lot: 105 Unit: 4 Legal address, (please verify with CC Metro District): 4223 Mustang Drive

Type construction: WOOD FRAME Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 1934 Square footage required by covenants: 1500

REQUIRED ITEMS for submittal of application:

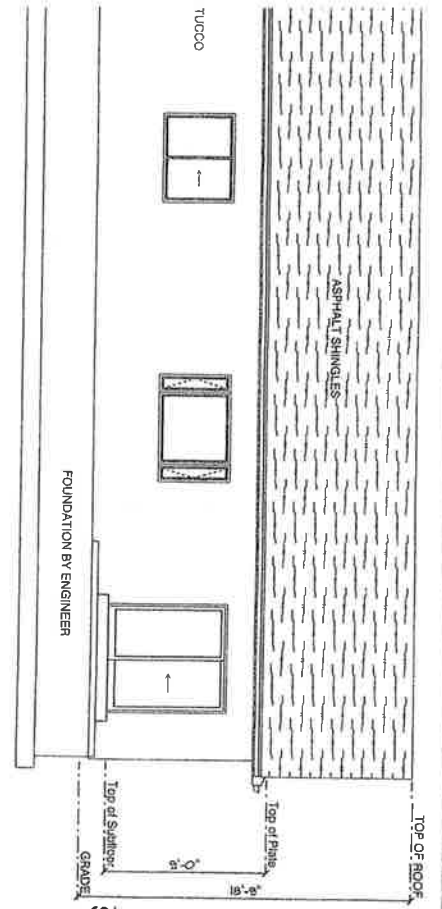
- Legal description of property with legal address defined as street name & number
- Plot plans to scale (indicate scale)
- Property line staked out corners
- Foundation plan and Building staked out before Excavation
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- Accurate setbacks drawn to scale (include easements)
- Distances between buildings
- Location of improvements (porches, decks, garages, carports, driveways, accessory buildings, landscaping)
- Location of propane tank, where applicable
- Location of street light (where required by covenants)
- Fence - type of materials, height, and locations
- Landscaping diagram (if not included in original plans, must be submitted later)
- Exterior color scheme, type of siding and roofing materials must be indicated stucco -

Property owner and contractor have read and agree to abide by the unit's protective covenants for which this application is submitted:

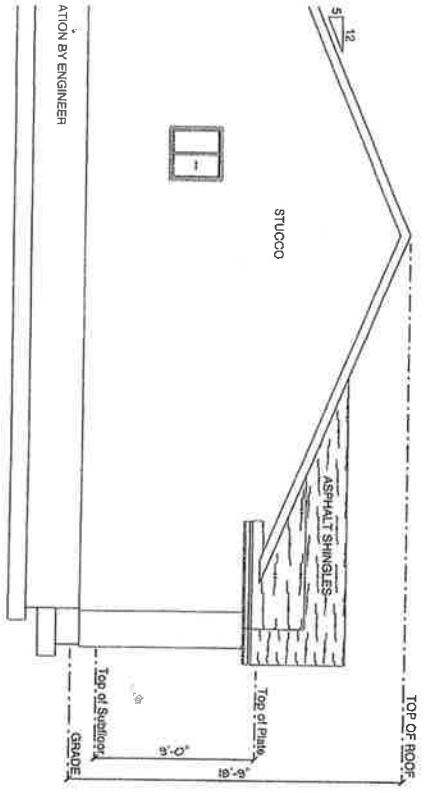
Property owner's signature: [Signature] Date: 6/20/2021

This application will not be accepted until you read and sign on reverse.

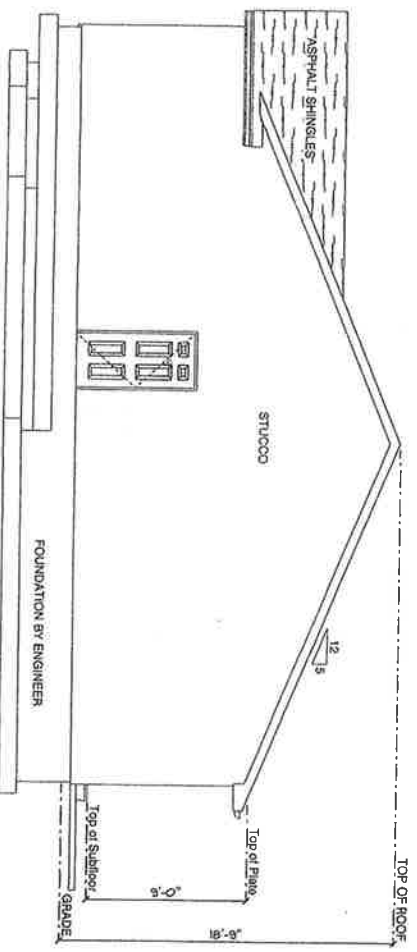




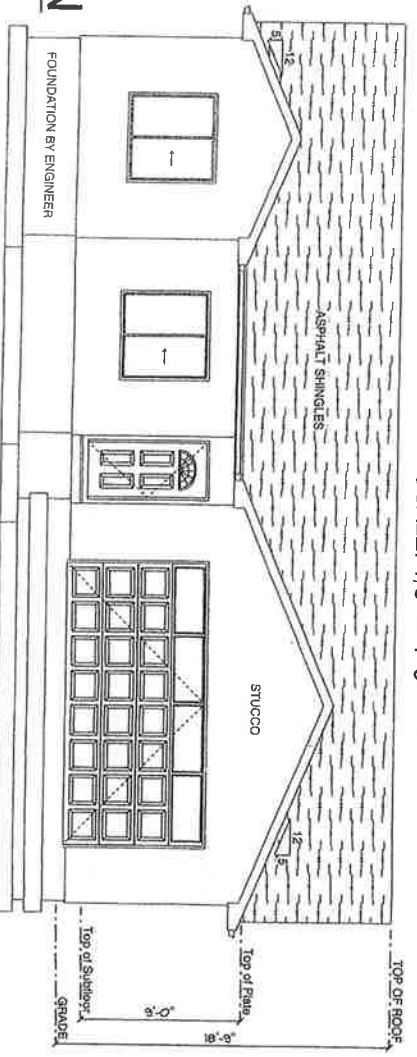
**REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**LEFT ELEVATION**  
SCALE: 1/8" = 1'-0"



**RIGHT ELEVATION**  
SCALE: 1/8" = 1'-0"



**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"

**RAD Custom Home Design**  
44 E. Spaulding Ave. Suite 17 Pueblo West, COLORADO 81007  
Office - (719) 560-0200 Cell (303) 525-5076  
Website: RADCustomHomeDesign.com Email: rick@radchd.com

A Residential Design For

Lol 105 Unit 4  
Mustang Dr.  
Colorado City, Colorado

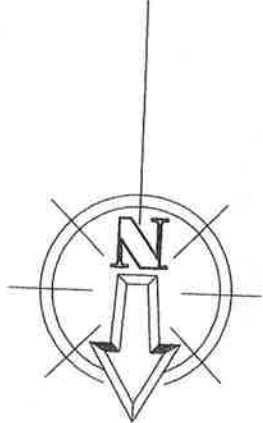
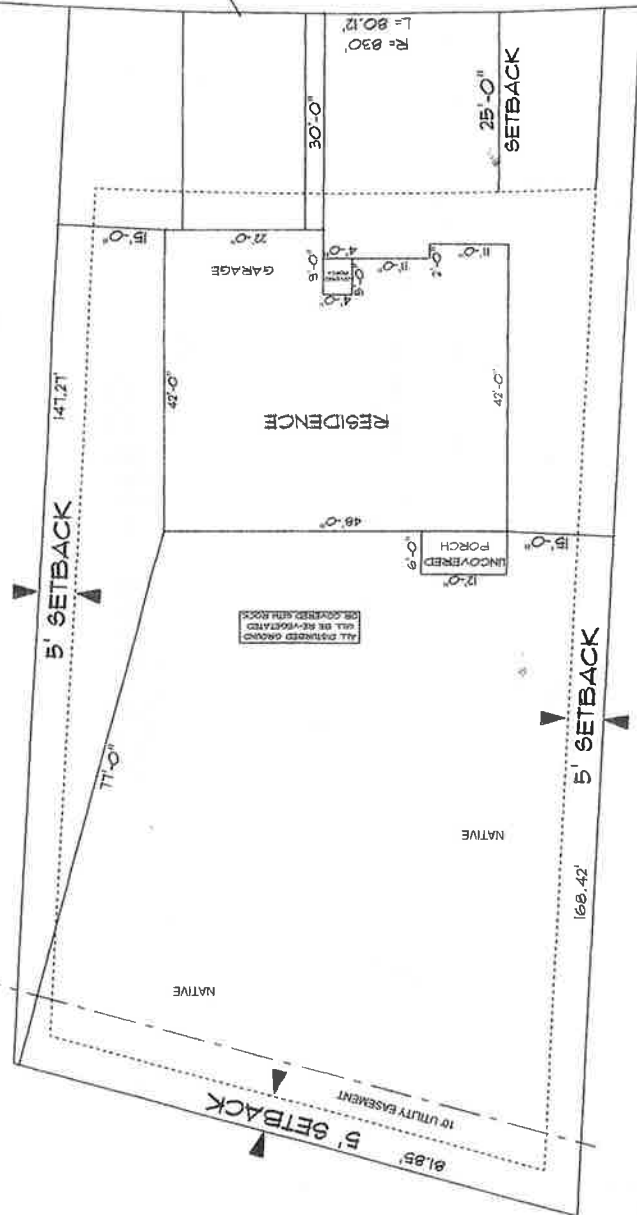
**A2 OF 03**

-ELEVATIONS 1

JOB #:  
SCALE: 1/8" = 1'-0"  
DATE: 5/28/2021  
DRAWN BY: RAD  
CHECKED BY:  
REVISION:  
DATE:

# PLOT PLAN

SCALE: 1" = 20'-0"



LOT AREA: 12,576.6 Sq. Ft.  
 FOOTPRINT: 1934 Sq. Ft.  
 LOT COVERAGE: 15.38%

ZONE: (R-1)  
 PARCEL: #4713404044

RESIDENCE: 1424 Sq. Ft.  
 GARAGE: 471 Sq. Ft.

FRONT SETBACK: 30'-0"  
 SIDYARD SETBACKS: 15'-0"/15'-0"  
 REAR SETBACK: 77'-0"

LEGAL: LOT 105 UNIT 4  
 ADDRESS: Mustang Dr.  
 Colorado City, Colorado

Log #	Control Date	Source	Lot #	Unit #	House #	Street Name	Reference #	Code	Complaint
C1	20200430	W	28	20	2812	Applewood Dr.	4617320052	T-1	Dumpster at street
C2	20200430	W	27	20	2916	Applewood Dr.	4617320137	T-1	Dumpster at street
C3	20200430	W	220	20	2917	Applewood Dr.	4617320147	T-1	Dumpster at street
C4	20200430	W	26	20	2920	Applewood Dr.	4617320138	T-1	Dumpster at street
C5	20200430	W	72	20	2799	Blue Spruce Dr.	7370110132	T-1	Dumpster at street
C6	20200430	W	214	20	2861	Applewood Dr.	4617320048	A-2	Unlicensed Vehicles
C7	20200430	W	41	26	3032	Lunar	4617326033	T-1	Dumpster at street
C8	20200430	W	16	26	3197	Lem St.	4617326016	A-2	Unlicensed Vehicles
C9	20200430	W	190	20	2789	Applewood Dr.	4617320063	T-1	Dumpster at street
C10	20200430	W	202	20	2885	Applewood Dr.	7370110100	T-1	Dumpster at street
C11	20200430	W	24	20	2928	Applewood Dr.	4617320140	T-1	Dumpster at street
C12	20200430	W	207	20	2836	Applewood Ct.	4617320151	T-1	Dumpster at street
C13	20200501	M	142	21		Showalter Dr.	4726121055	V-2	Camper on vacant lot
C14	20200507	M	312	30		Camelot Dr	4734330309	L-1	Blgd Materials on vacant lot
C15	20200521	B	295	21	4377	Showalter Dr.	4726221051	V-2	Vehicle, Destroyed RV, Trash
C16	20200521	B	421	24		Estelle	4735324006	V-2	Camper, Trash, Building?
C17	20200521	B	58	23	4706	Virginia St.	4735323066	T-1	Trash
C18	20200521	B	369	30		Estelle	4734430190	V-2	Camper, Container, Fence
C19	20200521	B	93	24		Patsy Circle & Pinto	4735324283	T-1	Trash
C20	20200521	B	321	24		Patsy Circle	4735324175	V-2	Abandoned Travel Trailer
C21	20200521	B	218	45		Lilooets Dr & Athap	4736345010	T-1	Scattered Trash
C22	20200521	B	297	24		Ruth Place	4735424089	V-2	Abandoned Travel Trailer
C23	20200521	B	59	24		Estelle	4735324287	T-1	Trash
C24	20200521	B	609	5		Cibola	472520519	V-2	Camper?
C25	20200528	C	1285	14	4396	Jefferson	4618414128	S-4	Permanent Storage Container
C26	20201111		143	20	4755	Sante Fe	4714402180	O	chickens
C27	20210409		293	45	2980	Blue Spruce Dr.	4617320194	T-1	Camper on vacant lot Trash
C28	20210409		295	3		Culpepper Drive	4736445073	V-2	Camper, unlicensed Vehicle
C29	20210409			3	4072	Cibola Drive	4726103043	B-1	New Shed/New roof no app to CCAAC
C30	20210409			24	3958	ST HWY 181	4726403243	B-1	Building Shed coop for farm animals
C31	20210408		19	20		Glaz Court		V-2	Camper Trash

2020 Citizen Complaint Log Page 2

Log #	Control Date	Source	Lot #	Unit #	House #	Street Name	Reference #	Code	Complaint
C32	20210108		295	21	2948	Applewood Drive	4620220013	T-1	Trash, Health Hazard
C33	20210414		239	6	4377	Showalter Dr.	4726221051	V-2	Vehicles in road
C34	20210108		47-341-25-270		5286	Adams Place	4725206144	U-1	
C35	20210109		709	1	6827	Sunset Place	4734125271	V-2	Trailers in road
C36	20210429		187	20	5013	Vigil Drive	4723401598	T1	Trash in Front Yard
C37	20210429		6	20	2779	Blue Spruce Dr.	4617320066	V-2	Two RVs in yard not in back lot
C38	20210429		6	20	3022	Applewood Dr.	4620220026	V-2	RVS on empty lot
C39	20210429		6	20	4018	Glen Eagle	4620220026	V-2	RVS on empty lot
C40	20210429		6	20	?	Applewood Dr	4620220026	V-2	RVS on empty lot
C41	20210429		182	20	2800	Dakata Place	4617320071	V-2	Camper and Junk
C42	20210429		110	20	2836	Dakata Place	4617320006	V-2	Camper, Dumpster
C43	20210429		74	20	2823	Blue Spruce	4617320008	V-2	Camper Dumpster
C44	20210429		116	20	2895	Blue Spruce	4617320086	V-2	Camper
C45	20210429		135	20	2954	Blue Spruce	4617320202	V-2	Camper
C46	20210429			20	3747	Applewood Drive		V-2	2 Campers
C47	20210429		231	20	2983	Applewood Drive	4620220005	V-2	2 Campers
C48	20210429		10	20		Applewood Drive	4620220022	V-2	Camper no house
C49	20210429		22	20	22	Applewood Drive	4617320142	V-2	Camper
C50	20210429		30	20	2898	Applewood Drive	4617320135	V-2	Camper
C51	20210429					Decker Place		O	New Roof no approval
C52	20210429		47224-22-004		2409	Lake View Circle	4722445001	O	Shipping container
C53	20210504		27	2	5312	Monte Vista	4723202025	A-2	3 cars not running Trash
C54	20210503		62	20	2709	Applewood Drive	4617320019	T-1	Parking on green belt, Trash
C55	20210510					Estelle and virginia		T-1	Trash dump cough and chairs
C56	20210510		58	23		Virginia Street	4735323066	T-1	Unauthorized dump site
C57	20210519				6250	Waco Mish	4722434073	V-2	Unauthorized vehicles
C58	20210520				5114	Ute Ct		T-1	Builder not picking up after themselves
C59	20210525					Terlesa	4734229357	L-1	Tires being stacked around the property
C60	20210525		218	20	2911	Applewood Dr	4617320044	L-1	Neighdumping trashover fence
C61	20210602				4706	Virginia	4735323066	T-1	Trash cluttering in front of home
C62	20210602		47	26	NA	Lunar Dr	4617326039	T-1	Trash furniture on sidewalk weeds over grown







CCAAC - Review Log for Complaints

Log#	Date	Reference #	House #	Street Name	Complaint Code	Date Referred to CCAAC	Date Ref to Planning	Complete Date	Status	Good neighbor	2nd letter
C1	20200430	4617320052	2812	Applewood Dr.	T-1	20200521			completed		6/8/2021
C2	20200430	4617320137	2916	Applewood Dr.	T-1	20200521			completed	11/14/2020	
C3	20200430	4617320147	2917	Applewood Dr.	T-1	20200521		completed	completed	11/14/2020	
C4	20200430	4617320138	2920	Applewood Dr.	T-1	20200521	called			11/14/2020	
C5	20200430	7370110132	2799	Blue Spruce Dr.	T-1	20200521				11/14/2020	
C6	20200430	4617320048	2861	Applewood Dr.	A-2	20200521			completed	11/14/2020	
C7	20200430	4617326033	3032	Lunar Dr.	T-1	20200521		completed	completed	11/14/2020	
C8	20200430	4617326016	3197	Lem St.	A-2	20200521				2/18/2021 RT 4/29/21	
C9	20200430	4617320063	2789	Applewood Dr.	T-1	20200521		11/16/20	completed	n/a	
C10	20200430	7370110100	2885	Applewood Dr.	T-1	20200521	called		In Review	11/14/2020	
C11	20200430	4617320140	2928	Applewood Dr.	T-1	20200521	Surgery unable get cleaned up		In Review	11/14/2020	6/8/2021
C12	20200430	4617320151	2836	Applewood Ct.	T-1	20200521		11/19/20	completed	n/a	
C13	20200501	4726121055		Lot 142 U 21	V-2	20200521		11/19/20	completed	Building House	
C14	20200507	4734330309		Lot 312 U 30	L-1	20200521					
C15	20200521	4726221051	4377	Showalter Dr.	V-2	20200521		4/11/21	completed	n/a	
C16	20200521	4735324006		Estelle	V-2	20200521	Called will complete by July 5			2/18/2021	6/8/2021
C17	20200521	4735323066	4706	Virginia St.	T-1	20200521	called work		In Review	2/18/2021	
C18	20200521	4734430190		Estelle	V-2	20200521		11/19/20	completed	n/a	
C19	20200521	4735324283		Patsy Circle & Pinto Dr	T-1	20200521			In Review	2/18/2021	6/8/2021
C20	20200521	4735324175		Patsy Circle	V-2	20200521	called working / AD		In Review	2/18/2021	6/8/2021
C21	20200521	4736345010		Lilooets Dr & Athapascan	T-1	20200521		11/19/20		n/a	
C22	20200521	4735424089		Ruth Place	V-2	20200521			In Review	2/18/2021	6/8/2021
C23	20200521	4735324287		Estelle	T-1	20200521			In Review	2/18/2021	6/8/2021
C24	20200521	4725205019		Cibola	V-2	20200521		11/19/20		n/a	
C25	20200528	4618414128	4396	Jefferson	S-4	20200528			under review	n/a conex	
C26	20201119	4714402180	4755	Sante Fe	O	20201119			In Review	2/18/2021 RT 4/6/8/2021	
C27	20201111	4617320194	2980	Blue Spruce Dr.	T-1	20201119	called		working on	2/18/2021	6/8/2021
C28	20210409	4736445073		Culpepper Drive	V-2	20210309			review		
C29	20210409	4726103043	4072	Cibola Drive	B-1	20210309	Completed app and paid		review		6/8/2021
C30	20210409	4726403243	3958	ST HWY 181	B-1	20210309			completed		

C31	20210409				Glaz Court	V-2	20210309						
C32	20210408	4620220013	2948		Applewood Drive	T-1	20210409				review		
C33	20210108	4726221051	4377		Showalter Dr.	V-2	20210107		4/11/21	completed		2/18/2021	
C34	20210414	4725206144	5286		Adams Place	U-1	20210414						
C35	20210108	4734125271	6827		Sunset Place	V-2	20210107		4/11/21	completed		2/18/2021	
C36	20210109	4723401598	5013		Vigil Drive	T1	20210115			reviewed		3/5/2012	
C37	20210429	4617320066	2779		Blue Spruce Dr.	V-2	20210323						
C38	20210429	4620220026	3022		Applewood Dr.	V-2	20210323		5/3/21			RV removed	
C39	20210429	4620220026	4018		Glen Eagle	V-2	20210328		5/3/21			RV removed	
C40	20210429	4620220026	?		Applewood Dr	V-2	20210329		5/3/21			RV removed	
C41	20210429	4617320071	2800		Dakota Drive	V-2	20210427					6/16/2021	
C42	20210429	4617320006	2836		Dakota Drive	V-2	20210427			Remodeling need dumpster and will move trailer		6/16/2021	
C43	20210429	4617320008	2823		Blue Spruce Dr.	V-2	20210427					6/16/2021	
C44	20210429	4617320086	2895		Blue Spruce Dr.	V-2	20210427					6/16/2021	
C45	20210429	4617320202	2954		Blue Spruce Dr.	V-2	20210427					6/16/2021	
C46	20210429		3747		Applewood Dr	V-2	20210427		Unable to locate				
C47	20210429	4620220005	2983		Applewood Dr	V-2	20210427					6/16/2021	
C48	20210429	4620220022	2984		Applewood Dr	V-2	20210427					6/16/2021	
C49	20210429	4617320142	22		Applewood Dr	V-2	20210427					6/16/2021	
C50	20210429	4617320135	2898		Applewood Dr	V-2	20210427					6/16/2021	
C51	20210429				Decker Place	O-1	20210513		Unable to locate				
C52	20210429	4722445001	5923		Lake View Circle	S-4	20210513						
C53	20210504	4723202025	5312		Monte Vista Dr	V-2	20210513						
C54	20210503	4617320019	2709		Applewood Dr	T-1	20210513					6/16/2021	
C55	20210510				Estelle Ave	T-1	20210513		CCMD removed				
C56	20210510	4735323066	4706		Virginia Street	T-1	20210513		Previous C-17				
C57	20210519	4722434073	6250		Waco Mish	V-2	20210527		No equip at time of review				
C58	20210520		5114		Ute Ct	T-1	20210527		Contractor Contacted				
C59	20210525	4734229357			Terlesa	L-1	20210527		Using as building Material				
C60	20210525	4617320044	2909		Applewood Dr	L-1	20210527					6/16/2021	
C61	20210602	4735323066	4706		Virginia	T-1	20210603		Previous C-17				
C62	20210602	4617326039	3118		Lunar Dr	T-1	20210603		CCMD removed			6/16/2021	
C63	20210602	4723322029	5760		Lake Beckwith	T-1	20210603						
C64	20210604	4734430190			Estelle	V-1	20210603		Ag Property				







