



Town Council
Tuesday, June 25, 2024
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This will be an in-person meeting using Teams. Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees. When it's your turn to speak, you will have three (3) minutes for public comment. PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record. For technical difficulties, please email jenny.rakow@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams meeting**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 210 981 059 849

Passcode: UuWhN4

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Or call in (audio only)

[+1 469-770-0416,,111256605#](#) United States, Dallas

Phone Conference ID: 111 256 605#

CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT - 6:05 PM *Citizen public comment offers an opportunity for citizens to express opinions or ask questions regarding town services, policies, or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three (3) minutes; time limits are established to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak. When appropriate, any questions by the public during public comment will be followed up on by the Town Manager and Town staff. Those who are speaking are requested to state their name and address for the record.*

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - June 11, 2024
2. Resolution 08, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Ownership and Maintenance Agreement for the Haymeadow Property
3. Resolution 35, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final

Plat for 7 Hermit Condominiums Filing 1

4. Resolution 42, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Eagle Ranch Locals Housing Program Restrictive Covenant for the Real Property Located at 530 Founders Avenue, B202"
5. Mayor Letter of Support for Police Department to apply to become an "ABLE Agency"

STAFF REPORTS - 6:15 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:20 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: File SUP 24-01 Sweet Leaf Pioneer Special Use Permit
2. PUBLIC HEARING: File LLA24-01: Haymeadow Filing 1 Final Plat, Fourth Amendment
 - a. Ordinance 07, Series 2024, An Ordinance of the Town Council of the Town of Eagle, Colorado Approving an Amended Final Plat, Known as Haymeadow Filing 1, Fourth Amendment
3. Resolution 43, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Town of Eagle Economic Vitality Committee"
4. Town of Eagle Dog Park Discussion and Direction

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:00 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

ADJOURN - 8:15 PM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI – Eagle Guest



MEETING MINUTES
Town Council
Tuesday, June 11, 2024
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting with Teams access.

CALL TO ORDER - 6:00 PM

Mayor Turnipseed called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier,
Geoffrey Grimmer, Jamie Woodworth Foral, Bryan
Woods

COUNCIL MEMBERS ABSENT

Nick Sunday

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Community Development director Lynette
Horan, Human Resources Manager
Jessica Lake, Planner
Molly Furtado, Special Events Manager
Cliff Simonton, Community Development
Sydney Dynek, Planner
Jamie Wilson, Communications & Marketing Specialist
Kira Koppel, Sustainability Specialist
Brian Lieberman, Open Space & Trails Manager
Ryan Goebel, IT Analyst
Carrie Buhlman, Police Chief
Nikki Davis, Economic Development & Housing Specialist
Ryan Johnson, Town Engineer
Stephan Wilson, Utilities Manager

ADOPTION OF AGENDA

MOTION: Council Member Bryan Woods motioned to adopt the agenda as presented. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Woodworth Foral, and Woods) and 0 opposed.

PUBLIC COMMENT

Timothy Haley 755 Bull Run. Encouraged the council to support the East Eagle opportunity and down valley ice option.

Mike Earl 544 Howard Street. Asked the council about a tree preservation plan for the Howard Street Project to protect

legacy trees to ensure they are taken care of during that project.

CONSENT AGENDA

MOTION: Council Member Mikel Kerst motioned to approve the consent agenda. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Woodworth Foral, and Woods) and 0 opposed.

1. Minutes - May 28, 2024
2. Bill Pay - May 2024
3. Resolution 41, Series 2024 "Approving SEHDB Contract for the UBWTP 2 Million Gallon Tank and Lower Eby Creek Tank Rehab and Recoating in 2024 and 2025"

STAFF REPORTS

1. Town Manager Update
Larry Pardee, Town Manager, stated he is working with Eagle County on the the transfer of River Park property to the town.

Thanked Council Member Woods for being a tour guide in Fraser on the DDA tour.

Stated the East Eagle Study will be presented at the next meeting.
2. Department Update
Council comments: congratulations to Peyton Heitzman on her promotion. Inquiry and discussion on the decrease in short-term rental revenue. Confirmation the town received the electrification planning funds grant. Request to address weeds at the art wall.

BUSINESS ITEMS

1. PUBLIC HEARING: File LUDC24-01: Text amendment to the Land Use and Development Code
Peyton Heitzman Community Development Director presented this item.

Council comments: requested further discussion on minimum lot area and some analysis. Requested staff to review turf area as it correlates to uses, i.e. child care is required to have specific surfaces. Further discussion to remove items 1-4 in the Ordinance and references to minimum lot areas.
- a. Ordinance 05, Series 2024 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapters 4, 5, 11, 14, 17 and 20 of Title 4 of the Eagle Municipal Code Related to Development Standards and Processes"
MOTION: Council Member Bryan Woods motioned to approve Ordinance 05, Series 2024 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapters 4, 5, 11, 14, 17, and 20 of Title 4 of the Eagle Municipal Code Related to Development Standards and Processes" with amendments to include removing minimum square footage by reference and adjustments to sections 1-4 of the Ordinance. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Woodworth Foral, and Woods) and 0 opposed.
2. Amendments to the Haymeadow Annexation and Development Agreement
Jessica Lake, Planner, presented this item.

Michael Hood and Brandon Cohen from Abrika were present.

Council comments: discussion regarding quotes for construction management and on obtaining additional quotes

for consideration by staff. Timeline discussion took place about inflation and rising costs. Emphasis on realistic costs to complete this project with offsets. Concern regarding this being handed over to the town to complete with current projects already budgeted. Road completion is a priority and historically it was integral in the project being originally approved. Staff will evaluate current capacity and may need to reprioritize to include a project of this scope. Concern with the delay of the Haymeadow project to create this situation and asking taxpayers to cover the costs of a developer obligation. The recent community survey strongly indicated constituents want the town to address current infrastructure and not start new projects.

Brandon Cohen from Abrika provided a brief history and explanation for the request for amendments. Discussion on staff interpretation of completion and effect on releasing of performance guarantees. Tom Gosiorowski provided staff perspective on determining completion to protect the town and the future homeowners at Haymeadow. Staff stated reducing thresholds is not recommended. Matt Mire Town Attorney and Larry Pardee Town Manager agreed with the staff's statements regarding performance guarantees and how they are being determined for releases.

Council comments: discussion on disagreements with amendments and how to direct staff to continue. The consensus was to direct staff to continue negotiations with the applicant.

3. DISCUSSION: Subdivision Sketch Plan for Red Mountain Ranch Planning Areas 1 and 2
Jessica Lake Planner presented this item.

Applicant Rocky Cortina developer of the project was also present and gave a brief presentation.

Council comments: inquiry on wildlife management plan requirements, applicant stated the PUD addresses wildlife with density reductions to the east of the property. The consensus was the project sketch plan was well done.

4. Eagle River Park Coalition Funding Request Proposal.
Larry Pardee Town Manager presented this item.

Lachie Thomas, representative was also present for this item.

Council comments: supportive of this proposal but the community survey did not. This proposal may be worth doing more investigation. The recent community survey theme was to take care of what we already have. The group's request was to continue to make improvements at the River Park as part of a step process. Overall the council supports the costs of the studies and would like to see two to compare alternatives.

5. Acquisition of 530 Founders Avenue, #B202
Larry Pardee Town Manager and Nikkie Davis Economic Development & Housing Specialist presented this item. Staff thanked the Eagle Ranch Housing Corporation for the opportunity to work together to secure this housing amenity for the town.

Nikki Davis stated staff will present the deed restriction at the next meeting. Currently, we are scheduled to close on June 27th.

Council comments: inquiry if council members who are also on the Eagle Ranch Housing Corporation board needed to recuse themselves. Matt Mire Town Attorney stated there is not a conflict.

- a. Ordinance 06, Series 2024 "An Ordinance of the Town Council of the Town of Eagle, Colorado Authorizing the Purchase of the Real Property Located at 530 Founders Avenue, B202, and Approving the Associated Contract to Buy and Sell Real Estate"

MOTION: Council Member Bryan Woods motioned to approve Ordinance 06, Series 2024 "An Ordinance of the Town Council of the Town of Eagle, Colorado Authorizing the Purchase of the Real Property Located at 530

Founders Avenue, B202, and Approving the Associated Contract to Buy and Sell Real Estate". The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Woodworth Foral, and Woods) and 0 opposed.

6. Sales Tax Capital Improvement Fund Survey and Project Prioritization

Jill Kane Finance Director presented this item. This is a staff reprioritization using the recent survey results for discussion.

Council comments: thanked staff for the report, it was very helpful, and agreed with the prioritization overall with more discussion.

Larry Pardee stated staff will put \$500K for Brush Creek Park back into the budget to fix it this year.

Council comments: discussion on some of the items on the list and where they came from. Staff indicated some items have been carried forward from discussions many years ago. Items marked in red were proposed to be removed. The council discussed how to determine what items to keep on the list. River Park improvements remain in the five-year plan. The council requested staff to prioritize current assets and address funding challenges with focus on community commitments and ballot language.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Ellen Bodenheimier – OSRAC has focused on Haymaker Trail adjustments for the High School Races. Continue to have discussions on the Ranger position and the dog park, which resides in open space.

Council Member Bryan Woods – after meeting with the Avon DDA would like Eagle to consider their structure as to how Eagle could be doing this. Concern with code enforcement and citations for parking RVs and boats on private property not in an HOA. Would like to reconsider outside storage rules in Town.

Council Member Geoff Grimmer – stated the bike park is packed and is a great amenity. Shared a NWCCOG survey earlier on tourist and resident economy for council consideration. Attending the geothermal climate and clean energy investment conference tomorrow in Park City.

Council Member Jamie Woodworth Foral – shared the Flight Days volunteer list and asked the council to help with this event if they can.

Mayor Scott Turnipseed - stated the bike park is a huge hit.

EXECUTIVE SESSION - 8:35 PM

MOTION: Council Member Scott Turnipseed motioned to enter into Executive Session pursuant to C.R.S. § 24-6-402(4)(b) to hold a conference with the Town's attorney to receive legal advice on specific legal questions on the topics of regulation of short-term rentals and taxes, and, additionally, pursuant to C.R.S. § 24-6-402(4)(f) to consider personnel matters as it relates to the Town Manager Review. As this executive session involves a personnel matter, the employee involved has been given an opportunity to require that this discussion be conducted in public, and the employee has indicated that they wish for this discussion to occur in private. The council further moves to conclude the regular meeting upon the adjournment of the executive session. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Woodworth Foral, and Woods) and 0 opposed.

ADJOURN - 9:30 PM

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor Turnipseed and Town Council

From: Jessica Lake, Planner, Community Development

Date: June 25, 2024

Agenda Item: Resolution 08, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Ownership and Maintenance Agreement for the Haymeadow Property

REQUEST:

For Town Council to approve the updated Ownership and Maintenance Agreement for Haymeadow.

BACKGROUND:

In May 2019, Abrika Properties LLC received approval for the Filing 1 Final Plat and associated Subdivision Improvements Agreement (the "SIA") for a residential subdivision within a portion of Haymeadow Neighborhood A-1. As part of the SIA, the Town and Abrika agreed to update Exhibit K from the ADA, also known as Exhibit C from the SIA and enter into a mutually acceptable agreement.

ANALYSIS:

The Town and Abrika agree as to the substance of both the Ownership & Maintenance Agreement and Exhibit B, a matrix which further defines land ownership and maintenance obligations for each party. The Town's attorney has not yet put this agreement into an acceptable format, however, approval of the substance of the document is required for approval of the Haymeadow Filing 1, Fourth Amended Final Plat. The Resolution for approval of this agreement allows for final non substantive revisions, approval, and formatting by the Town Attorney prior to signatures/execution of the agreement.

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This Agreement satisfies a condition within another agreement and does not specifically align with any of the major objectives or goals in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **approve** Resolution 08, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Ownership and Maintenance Agreement for the Haymeadow Property.

ATTACHMENTS:

- Resolution 08, Series 2024
- Ownership and Maintenance Agreement
- Exhibit A
- Exhibit B

HAYMEADOW
Agreement Regarding Ownership and Maintenance
of Common Areas, Open Space and Development Improvements

This Agreement Regarding Ownership and Maintenance of Common Areas, Open Space and Development Improvements (this “Agreement”) is entered this ____ day of _____, 2024, by and among Abrika Properties, LLC, a Florida limited liability company (“Developer”), the Haymeadow Metropolitan District No. 6 (“District”) and the Town of Eagle, Colorado, a municipal corporation (“Town”).

RECITALS

A. Developer and Town entered into that certain Annexation and Development Agreement dated March 5, 2014 and recorded on May 30, 2014 at reception number 201408816, County of Eagle, State of Colorado, for the annexation and development of the property known as the Haymeadow Parcel A, Parcel B and Parcel C additions to the Town of Eagle, Colorado also known as the Haymeadow PUD (as amended, the “ADA”).

B. Section 25 of the ADA requires Developer, upon submittal of its application for the first Subdivision Final Plat, to provide the Town with a schedule identifying those entities responsible for the ongoing maintenance, upkeep and repair of such common areas, open space, and other development improvements shown in Exhibit K to the ADA.

C. The Final Plat for Haymeadow Filing 1 (“Plat”) was recorded in the real property records on May 24, 2019, at reception number 201907561, County of Eagle, State of Colorado.

D. The Developer, the District and the Town desire to enter into an agreement setting forth the details of ownership and maintenance obligations relating to certain parcels identified in the Plat.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements hereinafter set forth and the mutual benefits to be derived herein, Developer, District and Town hereby agree as follows:

AGREEMENT

1. **Ownership.** Haymeadow Filing 1 includes the tracts and lots described in the Land Use Summary on the Plat. Ownership of certain parcels described in the Plat is set forth in Exhibit A attached hereto and incorporated herein by this reference. Except as otherwise provided for in this Section 1, ownership of a parcel includes all improvements thereon including, without limitation, all parks, wetlands, trails, all portions of roads and rights of way including any areas designated as bicycle lanes, parking areas, sidewalks, alleys, lighting systems, utilities, drainage, irrigation ditches, ponds and associated irrigation piping, and other improvements now existing or planned to be constructed thereon.

1.1 The District will construct a non-potable irrigation system, a portion of which will be located upon Tract OS-3, which system the District shall own regardless of its

location. The Town agrees to grant all appropriate easements for the construction, maintenance, repair and replacement of such improvements upon request of the District.

1.2 Pursuant to that certain letter from the Colorado Division of Parks and Wildlife (the “Division”) to the Town dated December 7, 2015, the Division and the Town released Developer from its obligation, arising under Section 9.3 of the ADA, to construct a perimeter fence along the northerly and easterly boundaries of the Haymeadow PUD for the purpose of preventing livestock from entering the Haymeadow PUD from adjoining lands. With the Town’s consent, Developer has removed all such perimeter fencing in consultation with the Division and Developer shall not own nor be required to maintain any such perimeter fencing.

1.3 Should the Bureau of Land Management issue a grazing lease for the federal land directly north of the Haymeadow PUD, the Developer will be responsible for constructing and maintaining a perimeter fence in accordance with Section 9.3 of the ADA.

1.4 The Developer has installed certain conduits for utility services in various locations within the Haymeadow PUD and retains all rights of ownership and all duties of maintenance of all such conduits. The Developer specifically retains the right to convey any and all such conduits and make the same available for use by utility service providers. Upon installation, all shallow utilities, including but not limited to communication, electricity and gas, regardless of their location within the Haymeadow PUD, shall be owned and maintained by the utility service provider.

2. Maintenance. Except as set forth in Sections 3 and 4 below, each parcel identified in Exhibit A shall be maintained by the owner of said parcel, who shall be solely responsible for all maintenance costs. Maintenance obligations shall be deemed to include, where applicable, paving, sweeping, parking enforcement, irrigation, weed and pest control, maintenance of public drainage facilities, water and sewer facilities, and trail maintenance. The Ownership Maintenance Dedication Funding Matrix attached hereto as Exhibit B provides further detail regarding certain maintenance, replacement and enforcement responsibilities, revenue sources, general intentions concerning the dedication of certain parcels, and other notes and comments to clarify the ownership and maintenance obligations set forth herein. In the event of any conflict between this Agreement and the details of Exhibit B, this Agreement shall control.

3. Additional Maintenance Responsibilities of the District. Notwithstanding ownership of the underlying parcel, the District shall be responsible for each of the following maintenance obligations and shall bear all costs and expenses related to such obligations:

3.1 Irrigation including repair of ditches, ponds and associated irrigation piping, and weed and pest control upon Tract OS-2 and any other parcel designated for Common Open Space in the Plat, provided that the District shall have no responsibility to revegetate or repair any disturbance to Tract OS-2 or other Open Space parcel caused by the Town or as a result of any use of such Tracts with the permission or support of the Town. Weed management shall be conducted and monitored for compliance with the Integrated

Weed Management Plan dated April 2019, prepared by Birch Ecology and on file with the Town of Eagle.

3.2 When the construction of improvements upon Tract E commences, all duties of the District, in relation to maintenance of the affected portion of Tract E, shall terminate and maintenance responsibility will be assumed by the Town. The Town, or responsible party, will maintain any portion of Tract E that has been improved upon. The District will continue to be responsible for all unimproved portions of Tract E. The District or HOA shall be perpetually responsible for delivery of raw irrigation water to Tract E as defined in preliminary plan. The intention is that the Town's non-potable Warm Springs system will serve the northern 12 acres of Tract E and the Haymeadow non-potable system will serve the southern 24 acres of Tract E.

3.3 If, prior to the commencement of construction of improvements upon Tract E, all or any portion of Tract E is conveyed to a party other than Abrika Properties, LLC, (Developer), the Haymeadow Metropolitan District No. 6 (District), the Town or the Eagle County School District or Mountain Recreation District, the District's temporary maintenance duties shall terminate immediately upon such conveyance.

3.4 The District's temporary maintenance duties in relation to Tract E include irrigation, repair of ditches, ponds and associated irrigation piping, and weed and pest control as well as maintenance of the portion of the hard surface path crossing Tract E east of the detention basin cleanout access drive, and specifically exclude revegetation and repair of any disturbance caused by the Town or as a result of any use or event of such Tracts with the permission or support of the Town. Weed management shall be conducted and monitored for compliance with the Integrated Weed Management Plan dated April 2019, prepared by Birch Ecology and on file with the Town of Eagle.

3.5 Maintenance, repair and replacement, including lighting and landscaping, of the detached paved recreation path, the soft surface path, and the pedestrian trails in Filing 1 and specifically excluding the Haymaker Trail discussed in Section 4 below.

3.6 Maintenance, repair and replacement of sidewalks and landscaping within all public rights of way in Tracts R-1, R-2, R-3, R-4, R-5 and R-6 and such maintenance shall include mowing, plant trimming, mulch and other landscape material replacement as well as maintenance of landscape lighting, if any (but not street lighting, which shall be maintained by the owner of such Tracts), irrigation systems and sidewalk snow removal except as otherwise required by the Eagle Municipal Code or other Resolution, rule or regulation of the Town. Tree clearance over roads and sidewalks must be maintained per Section 7.05 of the Town of Eagle Municipal Code. All landscaping within the public rights of way shall remain in compliance with the Haymeadow Landscape Guidelines for Streetscapes and with the approved landscape planting plan approved for each subdivision final plat. No additional landscaping which may adversely affect snow storage within the right of way shall be permitted, including rock, decorative elements, shrubs or trees.

3.7 Asphalt repair, snow removal, and on-street parking enforcement for the on-street parking spaces located in the public right of way upon Tract R-3.

3.8 Maintenance of irrigation ditches, ponds and associated irrigation piping upon Tract OS-3, R-1, R-2, R-3, R-4, R-5 and R-6.

4. Additional Maintenance Responsibilities of the Town. The Town shall be responsible to maintain, at its sole expense, the trail system described in that certain Bicycle and Pedestrian Trail Easement Agreement recorded on March 24, 2015, at reception number 201504931, County of Eagle, State of Colorado (the “Easement”), commonly known as Haymaker Trail, regardless of ownership of the parcels through which said trail passes. Notwithstanding any provision of this Agreement, the parties rights’ and obligations regarding the Haymaker Trail shall be as provided in the Easement, as amended from time to time. The Town shall be responsible to maintain and/or repair, at its sole expense, any damage caused directly by the Town’s use of the portion of the hard surface trail across Tract E west of the detention basin cleanout access drive.

5. General Provisions.

5.1 *Compliance with Law.* In performing its obligations under this Agreement, each party must comply with all applicable laws, rules, and regulations.

5.2 *Governing Law.* This Agreement is governed by Colorado law, without regard to its conflicts of laws principles.

5.3 *Jurisdiction and Venue.* Exclusive jurisdiction and venue for any legal action under this Agreement is the District Court of Eagle County Colorado.

5.4 *Severability.* If any part of this Agreement is held invalid in a legal proceeding, then the remainder of this Agreement will remain valid.

5.5 *Authority.* The persons executing this Agreement represent and warrant that this Agreement has been approved by all requisite corporate action, and that the undersigned is authorized to sign this Agreement on behalf of the party they represent.

5.6 *Notices.* All notices under this Agreement must be in writing and delivered to the notice address below (i) in person, (ii) by registered, express, or certified mail, (iii) by courier or messenger service, (iv) by facsimile, or (v) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted if delivery is refused. Any party may change its notice address by following the requirements in this Section.

If to Developer:

Abrika Properties, LLC
Attn: Brandon Cohen
PO Box 772289
Ocala, Florida 34477
brandonhcohen@gmail.com

With a copy to:

Wear Travers Perkins
LLC Greg Perkins
97 Main Street, Suite E-202
Edwards, Colorado 81632
gperkins@wtpvail.com

If to Town:

Town of Eagle,
Colorado Board of
Trustees
P. O. Box 609
Eagle, Colorado
81631 Attention:
Town Manager

If to District:

Haymeadow Metropolitan
District No. 6
President
c/o Marchetti & Weaver, LLC
Ken Marchetti
28 Second Street, Suite 213
Edwards, Colorado 81632
Ken@mwcpaa.com

With a copy to:

CEGR Law
David Greher
44 Cook Street, Suite 620
Denver, Colorado 80206
dgreher@cegrlaw.com

5.7 *Amendment.* Pursuant to Section 25 of the ADA, Developer and Town may mutually agree in future subdivision improvements agreements to alter the responsibilities for the maintenance, upkeep and repair of the common areas, open space, and other development improvements addressed herein. To the extent necessary to comply with any such future subdivision improvements agreements, the Parties hereto agree to alter this Agreement by written amendment signed by the parties.

5.8 *Captions.* The captions of each section are for reference only and do not affect the interpretation of this Agreement.

5.9 *No Presumption Against Drafter.* This Agreement expresses the common intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

5.10 *Relationship of Parties.* Nothing in this Agreement creates a partnership, joint venture, or similar relationship between or among the parties. No party hereto may bind any other party or hold itself out as having authority to bind any other party.

5.11 *Third-Party Beneficiary.* This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

5.12 *Entire Agreement.* This Agreement contains the entire understanding between the parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

5.13 *Counterparts.* This Agreement may be executed in counterparts and delivered by facsimile or other electronic method which, taken together, form the Agreement and will be binding as if all original signatures are on a single document.

[Signature page follows]

DEVELOPER:

Abrika Properties, LLC,
a Florida limited liability company

By: _____
Its: _____

DISTRICT:

Haymeadow Metropolitan District No. 6

By: _____
Its: _____

TOWN

Town of Eagle, Colorado,
a municipal corporation

By: _____
Its: _____

EXHIBIT A
HAYMEADOW FILING 1 – FINAL PLAT
Agreement Regarding Ownership and Maintenance
of Common Areas, Open Space and Development Improvements

Ownership by Parcel

PARCEL	OWNERSHIP UPON RECORDATION OF PLAT	INTENDED FUTURE OWNERSHIP
TRACT A	Abrika Properties LLC	District
TRACT B	Abrika Properties LLC	District
TRACT C	Abrika Properties LLC	District
TRACT D	Abrika Properties LLC	District
TRACT F	Abrika Properties LLC	District
TRACT H	Abrika Properties LLC	District
ALLEY-1	Abrika Properties LLC	District
TRACT E	Town	Town
TRACT G	Greater Eagle Fire Protection District	Greater Eagle Fire Protection District
TRACT OS-1	Town	Town
TRACT OS-2	Town	Town
TRACT OS-3	Town	Town
TRACT R-1	Town	Town
TRACT R-2	Town	Town
TRACT R-3	Town	Town
TRACT R-4	Town	Town
TRACT R-5	Town	Town
TRACT R-6	Town	Town

EXHIBIT B
HAYMEADOW FILING 1
Agreement Regarding Ownership and Maintenance
of Common Areas, Open Space and Development Improvements

Ownership Maintenance Dedication Funding Matrix

***SEE ATTACHED DOCUMENT TITLED “Exhibit B - O&M
Matrix”***

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Open Space/Wetlands/Wildlife Corridor								
Haymeadow Upland Open Space	Town	Town after acceptance and required restoration of all disturbed areas by the developer. Weed and pest control will still be the responsibility of the Metro District.	Town	Town	Town (Open Space Fund) Metro District for weed and pest control	With first Final Plats for each Neighborhood	Plowing of Asphalt path by Metro including path to the pool and ice rink	- Weed management shall be conducted and monitored for compliance with the Integrated Weed Management Plan by the District or developer. - Weed and pest control is the responsibility of the developer or metro district/ HOA in open space properties owned by the Town in perpetuity.
Unplatted Lands	Developer	Metro District	Metro District	Town	Metro District	N/A	N/A	Areas within the Property that are not contained within an approved Subdivision Final Plat shall be maintained in their present natural state or agricultural production and irrigated to the satisfaction of the Town of Eagle. Underground utility construction shall be permitted, but disturbed areas must be revegetated to a natural condition subject to Town approval. Metro District shall develop a plan for review and approval by the Town, for the control of noxious weeds and ground squirrels in all unplatted areas. Implementation shall be the responsibility of the Metro District with acceptance by the Town.
Brush Creek Agricultural Area and Wildlife Corridor	Town	Metro District	Metro District	Town	Metro District	With first Final Plat of Neighborhood D	N/A	
“Willow Tree Corridors”	Town	Metro District	Metro District	Town	Metro District	With first Final Plat of adjacent Neighborhood	N/A	See "Pathways"

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Weed and Pest Control – Open Space	Varies	Metro District	Metro District	Town	Metro District	N/A	N/A	1. The District is responsible for noxious weed treatments on all open space properties, including those owned by the Town, in perpetuity. 2. Noxious weed treatments shall be conducted in accordance with the Integrated Weed Management Plan approved by the Town in September 2018. 3. If noxious weed treatments are not meeting the satisfaction of the Town in open space properties, the Town will require the Metro District or HOA to increase the number of treatments, highlight areas that need additional treatments, and/or develop updated standards for noxious weed treatments. The updated plan shall include suppression of current weed infested areas and the revegetation of applicable areas. 4. District is responsible for developing and implementing a Town approved plan for ground squirrel control in open space properties.
Parks								
Pavilion Buildings at Trailhead Park ("Ouzel Park")	Town	Town	Town	Town	Town	With first Final Plat of Neighborhood A2, at completion of construction	Metro District	
Metro District Building at Trailhead Park ("Ouzel Park")	Metro District	Metro District	Metro District	Metro District	HOA or Metro District	N/A	Metro District	Potential building at park for Metro District offices and storage, small meeting space.
Trailhead Park ("Ouzel Park") - not including Buildings	Town	Metro District	Metro District	Town	Metro District	At the time of approval of subdivision filing encompassing the park	Metro District	
Neighborhood Green space and “Neighborhood Park”	Metro District	Metro District	Metro District	Metro District	HOA or Metro District	Dedicated to Metro District at Subdivision Final Plat	HOA or Metro	
Weed and Pest Control - Parks	Varies	Metro District	Metro District	Metro District	HOA or Metro District	N/A	N/A	

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Perimeter Fence (if required)	Metro District	Metro District	Metro District	Metro District	Metro District	N/A	N/A	A perimeter fence will be required if a grazing lease is granted by the BLM. If and until that point, no fence shall be built. Should the perimeter fence be required, the developer or HOA/District will be required to construct and maintain the fence.
Trails								
Paved Recreation Paths	Varies	Metro District	Metro District	Town	Metro District	With first Final Plats	HOA or Metro District	▪ Sweep paved paths semi – annually. ▪ Plow snow from designated school route paths any day that school is in session by 7:00 a.m. when snow accumulations exceed (or may reasonably be expected to exceed) 2”
Soft and Crusher Fines Paths	varies	HOA or Metro District	Metro District	Town	HOA or Metro District	With first Final Plats	HOA or Metro District	
Dirt Trails on Upland Open Space and School/Recreation Site	Town	Town	Town	Town	Town Open Space	With first Final Plats for each Neighborhood	N/A	
Dirt Trails in Willow Tree Corridors, Trailhead park "Ouzel Park", Wetlands, and all other parks and public spaces.	Town	Metro District	Metro District	Town	Metro District	With first Final Plats for each Neighborhood	N/A	
Trailheads (Future)	Town	Metro District	Metro District	Town	Metro District	With first Final Plats for each Neighborhood	Metro District	Willow Trailhead and Road Gulch Trailhead. Both to be constructed with the first final plans for each neighborhood.
Transportation								
Asphalt and Concrete Roads, Curb and Gutter in Vehicle Travel Lanes located in Rights-of-Way	Town	Town	Town	Town	Town GF	When improvements completed and accepted	Town	* does not include driveway cuts, access roads, alleys, etc.

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Landscaping in Rights-of-Way	Town	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	When improvements completed and accepted	Town	Town is not responsible for damage to landscaping or trees caused by normal snow removal and storage operations. Damage above and beyond normal operations will be responsibility of the Town. Tree trimming and maintenance of landscaping is the Metro District responsibility. Trees clearance over road and sidewalk must be maintained per Section 7.05 of the Municipal Code.
Town Street Lights	Town	Town	Town	Town	Town	When improvements completed and accepted	Town	Street light must meet town standard located where public road meets public road.
Street Lights (Other)	N/A	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	N/A	HOA or Metro District	Street light where alley meets public road, parking lots, etc.
Bollard Lights	N/A	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	N/A	HOA or Metro District	Located along pedestrian trails.
Pedestrian Lighting of Trails	N/A	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	N/A	N/A	Not yet identified or located.
Sidewalks/Paths in Rights-of- Way	Town	HOA or Metro District	HOA or Metro District	Town	HOA or Metro District	When improvements completed and accepted	HOA or Metro District	Snow removal on sidewalks and bike paths within the Haymeadow development should be the responsibility of one entity, not multiple entities, for coordination sake. Plow snow from designated school route paths any day that school is in session by 7:00 a.m. when snow accumulations exceed (or may reasonably be expected to exceed) 2” as assessed between 4:00 a.m. and 5:00 a.m. daily. Designated school routes to be determined when school is constructed.
Alleys	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	N/A	HOA or Metro District	Snow removal on alleys within the Haymeadow development should be the responsibility of one entity, not multiple entities, for coordination sake. Public access and utility easements. Repair, maintain, and replace alley paving to provide a traveled surface similar to other public streets within the Town of Eagle.
Parallel On-Street Parking within Town Rights-of-Way	Town	HOA or Metro District	HOA or Metro District	Town	HOA or Metro District	N/A	HOA or Metro	
Perpendicular Parking within Town Rights-of-Way (possibly future phases)	TBD							

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Parking Lot Lights	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	N/A	HOA or Metro	
Public Streets Sylvan Lake Road, Mount Hope, Snowing Peak, Red Peak Way	Town	Town	Town	Town	Town	When improvements completed and accepted	Town	Town will remove snow from the public streets. There is no schedule or amounts when this will occur.
Striping of Parking Lots and Private Parking	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	When improvements completed and accepted	N/A	
Striping of Public Streets and Public Parking on Red Peak Way	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Public Street/Right Of Way Signage	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Private Parking, Alley and Private Streets Signage	Metro District	Metro District	Metro District	Metro District	Metro District	When improvements completed and accepted	N/A	
Storm Drainage								
Public Drainage Facilities within Public Rights-of-Way, dedicated town drainage easements, and town Open Space	Town	Town	Town	Town	Town	Final Acceptance as determined by the Town Engineer. Ownership shall be identified on a Storm Drainage Map included with each filing.	Town	Town responsible for maintaining drainage functionality, * HOA or Metro shall be responsible for overlying landscaping such as leaves, grass clippings, etc. Public Drainage Facilities: Includes curbs, gutters, roadside ditches, grates, inlets, culverts, and detention ponds.
Private Drainage Facilities	HOA or Metro District	HOA or Metro District	HOA or Metro District	Town	HOA or Metro District	Ownership shall be identified on a Storm Drainage Map included with each filing.	HOA or Metro	Private Drainage Facilities: Includes curbs, gutters, roadside ditches, grates, inlets, culverts, and detention ponds. Culverts for private driveways are the responsibility of the owner of the driveway.
Utilities								
Shallow Utilities	Each Entity is responsible for their own utility						N/A	

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Gas	Each Entity is responsible for their own utility						N/A	
Electric	Each Entity is responsible for their own utility						N/A	
Communications	Each Entity is responsible for their own utility						N/A	
Water Main and Water Service to Curb Stop or Right of Way / Easement	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Water Service from Curb Stop or Right of Way / Easement to structure.	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	Town	HOA or Metro District or Homeowner.	N/A	N/A	
Fire Hydrants	Town	Town	Town	Town	Town	When improvements completed and accepted	HOA or Metro District	
Sanitary Sewer Main	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Sanitary Sewer Service	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	Town	HOA or Metro District or Homeowner.	N/A	N/A	
Non Potable System								
Irrigation Ditches and Ponds	N/A	Metro District			Metro District	N/A	N/A	▪ Service agreements with Town for Recreation site, parks, etc. and with ECSD for School site, with HOAs for local parks. ▪ Irrigation ditches and ponds to be operated seasonally. ▣ The District or HOA shall be perpetually responsible for delivery of raw irrigation water to Tract E as defined in preliminary plan. Warm springs is to service the northern 12 acres and Haymeadow is to service the southern 24 acres.

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Pump Back System	N/A	Metro District			Metro District	N/A	N/A	▪
Water Features	N/A	Metro District			Metro District	N/A	N/A	▪
Fire Station/Maintenance Facility/School Site/Recreation Site								
Fire Station	Fire District	Fire District			Fire District	With first Final Plat of Neighborhood A1		▪ Dedicated to Fire District as set forth in the Haymeadow ADA ▪ Timing of construction to be determined in a separate agreement with Fire District.
School Site (prior to School construction)	Town	Metro District			Metro District	With first Final Plat of Neighborhood A1		1. Town contract with ECSD on land in trust for school use/or later sale for development with purchase being fee in lieu to ECSD. 2. Metro District to maintain healthy native vegetation until developed per the terms of the perliminary plan. 4. The District or HOA shall be perpetually responsible for delivery of raw irrigation water to Tract E as defined in preliminary plan. Warm springs is to service the northern 12 acres and Haymeadow is to service the southern 24 acres. 3. In the event the Town utilizes Tract E for other purposes, Haymeadow will not be responsible for the revegetation of those disturbed areas. 4. Haymeadow is still responsible for irrigation of disturbed areas, unless maintenance has been assumed by the Town. 5. When the construction of any improvements upon Tract E commences, all duties of the District, in relation to maintenance of the affected portion of Tract E, shall terminate and maintenance responsibility will be assumed by the Town. The Town will maintain any portion of Tract E that has been improved upon. The District will continue to be responsible for all unimproved portions of Tract E, until such time that construction of a building or structure commences.
School Site (when School constructed)	School District	School District			School District	When ECSD commits to build school at site		

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Recreation Site (prior to being developed)	Town	Metro District			Metro District	With first Final Plat of Neighborhood A1		1. Metro District to maintain healthy native vegetation until developed. 2. In the event the Town utilizes Tract E for other purposes, Haymeadow will not be responsible for the revegetation of those disturb areas. Haymeadow is still responsible for irrigation of disturbed areas, unless maintenance has been assumed by the Town. 3. When the construction of any improvements upon Tract E commences, all duties of the District, in relation to maintenance of the affected portion of Tract E, shall terminate and maintenance responsibility will be assumed by the Town. The Town will maintain any portion of Tract E that has been improved upon. The District will continue to be responsible for all unimproved portions of Tract E (as specified in the perliminary plan), until such time that construction of a building or structure commences.
Recreation Site (when developed)	Town	Town and Mountain Recreation Dist			Town and Mountain Recreation Dist	With first Final Plat of Neighborhood A1	Town	
Other								
Mail Cluster Boxes	N/A	Master HOA or Metro District			Metro District	N/A		▪ Owned by Master HOA or Metro District.
Dog Bag Stations	N/A	Master HOA or Metro District			Metro District	N/A		▪ Owned and maintained by Master HOA or Metro District.

* Are the maintenance/replacement tasks for “Ouzel Park” (Trailhead Park) specialized enough (in equipment and amenities) that the park ought to be managed, on a daily basis, by full time staff as opposed to being managed on a less frequent basis by an outside contractor? Most other mowing will be HOA responsibility and will be contracted with private entity.

** ”Neighborhood Park” to be part of first Final Plat of Neighborhood A1 and to be constructed as part of the Subdivision Improvements Agreement. Remaining neighborhood green space to be dedicated and

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 08
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN OWNERSHIP AND MAINTENANCE AGREEMENT FOR THE
HAYMEADOW PROPERTY

WHEREAS, on May 14, 2019, the Town approved the Haymeadow Filing 1 Final Plat and the Haymeadow Subdivision Improvements Agreement (the "SIA"), which SIA requires the developer and the Town to revise the approved Exhibit K to the ADA and enter into a mutually acceptable agreement;

WHEREAS, the approval of the SIA contemplated the execution of a revised agreement to better define ownership and maintenance responsibilities of the Town, the Metro District and the Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. The Ownership and Maintenance Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Ownership and Maintenance Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 25, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Jessica Lake, Planner, Community Development

Date: June 25, 2024

Agenda Item: Resolution 35, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for 7 Hermit Condominiums Filing 1

REQUEST:

For Town Council to approve for the Final Plat for 7 Hermit Condominiums Filing 1.

BACKGROUND:

In July 2022, Abrika Properties LLC received approval for a Major Development Permit to construct 76 multi-family dwelling units in 7 buildings in RMF-1 located at 91 Mount Hope Circle. This plat is to condominiumize 11 dwelling units and 6 garages in Building A, and to plat the common areas.

ANALYSIS:

Per the Municipal Code, Condominium/Townhouse Final Plats are reviewed by staff and approved by Town Council, a public hearing is not required. Staff has reviewed this condo plat for Building A and the common areas at 91 Mount Hope Circle; the review standards are as follows:

- A. The Town's surveying consultant shall compare the legal description of the subject property with the County records to ensure that:
 - i) The property described contains all contiguous single ownership;
 - ii) The lots and parcels have descriptions which both close and contain the area indicated; and
 - iii) The plat is correct in accordance with surveying and platting standards of the State.
- B. If no change is proposed in the potential for development beyond that existing or approved, division of property into condominium or townhouse units shall follow the procedures for Minor Subdivision in Section 4.17.100D.
- C. Developments that have an approved Development Plan or Preliminary Plat that is no more than three years old, and for which an intent to subdivide into townhouses or condominiums was declared during that review shall be reviewed pursuant to this Section.

The Town's surveying consultant, the Town Engineer and Planning staff have reviewed this application for the technical requirements and have provided detailed comments to the applicant. Staff will conduct an additional review to ensure that all comments have been incorporated into the plat prior to recordation.

A Development Agreement was approved by Council in July of 2022 and an intent to subdivide into condominiums was declared during that review. The rest of the buildings within this development will be condominiumized on separate plats as construction of each building nears completion.

COMMUNITY INPUT:

Notice was provided, according to Section 4.17.050 of the Land Use Code. Staff has not received any letters of public comment as of June 21, 2024.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The final plat does not specifically align with any of the major objectives or goals in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **approve** Resolution 35, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Final Plat for 7 Hermit Condominiums Filing 1.

ATTACHMENTS:

- Application & Narrative
- Draft Final Plat
- Resolution 35, Series 2024



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
EMAIL: PLANNING@TOWNOFEAGLE.ORG
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☐ Preliminary Plan
☐ Rezoning		☐ Final Plat
☐ Temporary Use Permit		☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☒ Condominium / Townhouse
☐ Encroachment Permit	☐ PUD Zoning Plan	☐ Minor Subdivision
☐ Wireless Communications Facility	☐ PUD Development Plan	

PROJECT NAME 7 Hermit Condos

PRESENT ZONE DISTRICT _____ **PROPOSED ZONE DISTRICT** _____
(if applicable)

LOCATION

STREET ADDRESS 91 Mt. Hope Circle

PROPERTY DESCRIPTION

SUBDIVISION Filing 1 **LOT(S)** _____ **BLOCK** RMF-1A
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE _____

Condo Plat to plat and condominiumize 11 condo units and 6
garage units in Building A at 91 Mount Hope Circle

APPLICANT NAME Michael Hood **PHONE** (970) 331-4492

ADDRESS P0 Box 9091, Avon, CO 81620 **EMAIL** michael@rangeconsultingllc.com

OWNER OF RECORD 7 Hermit Condos LLC **PHONE** (970) 331-4492

ADDRESS 8250 SW 27th Ave, Ocala, FL 34476 **EMAIL** Brandonhcohen@gmail.com

REPRESENTATIVE* _____ **PHONE** _____

ADDRESS _____ **EMAIL** _____

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

- ☒ Applicable fees and deposits.
- ☒ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☒ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☒ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☒ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.

Signature

4/17/24

Date

FOR OFFICE USE ONLY

DATE RECEIVED _____ BY _____ FILE NUMBER _____
REVIEW FEE _____ DATE PAID _____ RECEIVED BY _____
DATE CERTIFIED COMPLETE _____ BY _____
P&Z HEARING DATE _____ DECISION _____
TC HEARING DATE _____ DECISION _____



Building A Platting Application for
Haymeadow Parcels RMF-1A
Application Narrative
April 3, 2024

ABRIKA Properties, LLC
8250 Southwest 27th Avenue
Ocala FL 34476

Haymeadow Project Team

Property Owner:

Abrika Properties, LLC
8250 Southwest 27th Avenue
Ocala FL 34476

Owner's Contact

Michael Hood
Range Consulting
PO Box 909
Avon, CO 81620

Land Use Attorney:

Wear Travers Perkins LLC
97 Main Street Suite E 202
Edwards CO 81632

Surveyor:

SGM
18 W. Sixth Street, Suite 200
Glenwood Springs, CO 81601

Background

The RMF-1 Major Development Permit was approved by Town of Eagle on July 12, 2022. The approval included 76 units for development. In the approval the Developer committed to 9 LERP units and 11 Resident Occupied Units in all of RMF-1. The final plat conforms with the Filing 1 Preliminary plan by maintaining the access points defined in Filing 1 preliminary plan. It is also in conformance with no deviations from the major development permit for RMF-1 (DR22-01). The Developer acknowledges that the development complies with all applicable technical standards and specifications.

RMF-1

Now known as 7 Hermit Condos, Parcel RMF-1A is addressed as 91 Mt. Hope Circle. The parcel is designated as multi-family by the PUD Guide and Haymeadow Filing 1 Final Plat. The 7 Hermit Condos includes seventy-six dwelling units in seven buildings. All seventy-six units are for sale, which satisfies condition of approval #13 in ordinance 13-2021.

The Development is in full compliance with the PUD Guide development standards. No design variances were requested. Parking is in compliance with town requirements and includes enclosed individual garages and surface parking spaces. The Alpine Engineering site plan includes a full parking compliance summary. The plan is in full compliance with all of the requirements in Land Use Development Code, such as parking spaces, impervious surfaces, lot coverages, density per acre, LERP units, signage, landscaping and irrigation. While this is only the first building, when completed this property will be in excess of the LERP and RO units committed to with the Major Development Permit application, this commitment was 9 LERP units and 11 RO Units. There will be three LERP units in Building A split with one unit as a two bedroom and two units that are one bedroom: A101, A102 and A103.

Construction Drawings and Specifications

The construction drawings and specifications are on file with the Town of Eagle Building Department, please reference:

Building A: 22TEGL-5796
Building B: 22TEGL-5797
Building C: 22TEGL-5798
Building D: 22TEGL-5799
Building E: 22TEGL-5800
Building F: 22TEGL-5801
Building G: 22TEGL-5802

Final Reports and Studies

The Haymeadow PUD approval addressed all the traffic studies, utility impact reports, drainage plans, and the soils reports were submitted with the Major Development Permit for this parcel. This project is in compliance with all of the previous approvals.

Haymeadow Filing 1 included installation of all necessary public utilities to serve the property and make it development ready. All utilities have been completed and accepted by the Town of Eagle with RMF-1 under a grading permit. The access has been completed per the construction drawings. The access drives, parking areas and building layouts have been designed to meet the requirements of the Greater Eagle Fire Protection District and the standards of TOE Code Section 4.07.150. The building plans show the appropriate fire control systems.

Schedule and Phasing

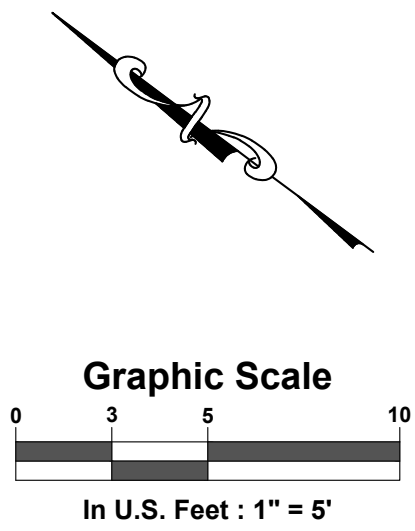
In Ordinance 13-2021, there was a condition of approval #11 stated that Haymeadow to start construction on 72 units within 36 months of the approval. The developer has met the criteria in Ordinance 13-2021 by starting the construction of 76 units within 16 months of the approval.

The buildings are being phased for turnover and there will be a condo map application for each building.

Situated in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado

Land Use Table			
Unit	Address	SF	Use
Unit A101	91 Mount Hope Circle, Unit A101, Eagle, CO 81631	772	Condominium Unit
Unit A102	91 Mount Hope Circle, Unit A102, Eagle, CO 81631	554	Condominium Unit
Unit A103	91 Mount Hope Circle, Unit A103, Eagle, CO 81631	665	Condominium Unit
Unit A201	91 Mount Hope Circle, Unit A201, Eagle, CO 81631	1,005	Condominium Unit
Unit A202	91 Mount Hope Circle, Unit A202, Eagle, CO 81631	1,006	Condominium Unit
Unit A203	91 Mount Hope Circle, Unit A203, Eagle, CO 81631	1,085	Condominium Unit
Unit A204	91 Mount Hope Circle, Unit A204, Eagle, CO 81631	1,084	Condominium Unit
Unit A301	91 Mount Hope Circle, Unit A301, Eagle, CO 81631	1,005	Condominium Unit
Unit A302	91 Mount Hope Circle, Unit A302, Eagle, CO 81631	1,006	Condominium Unit
Unit A303	91 Mount Hope Circle, Unit A303, Eagle, CO 81631	1,085	Condominium Unit
Unit A304	91 Mount Hope Circle, Unit A304, Eagle, CO 81631	1,085	Condominium Unit

Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 1
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situated in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado



SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

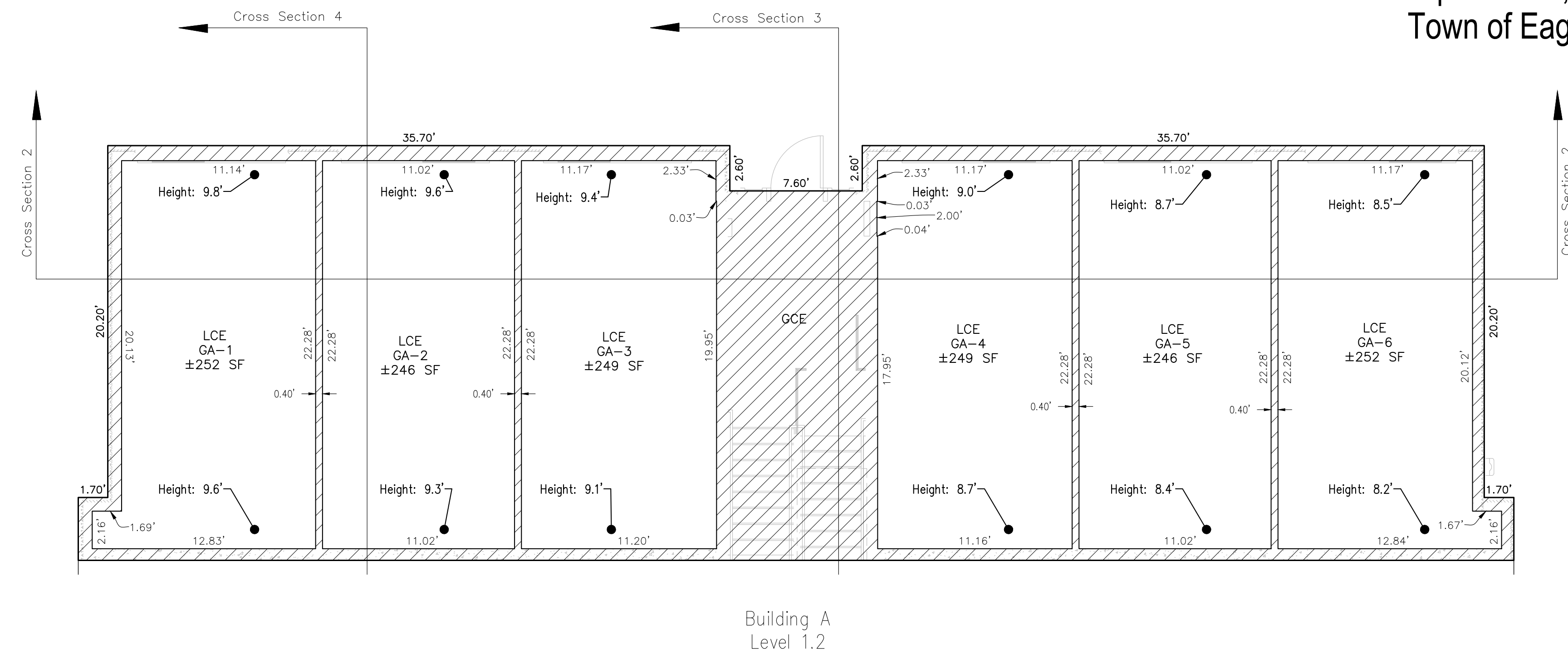
7 Hermits Condominiums - Filing 1
Town of Eagle, Colorado

Revision	Date	By
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2		
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4		
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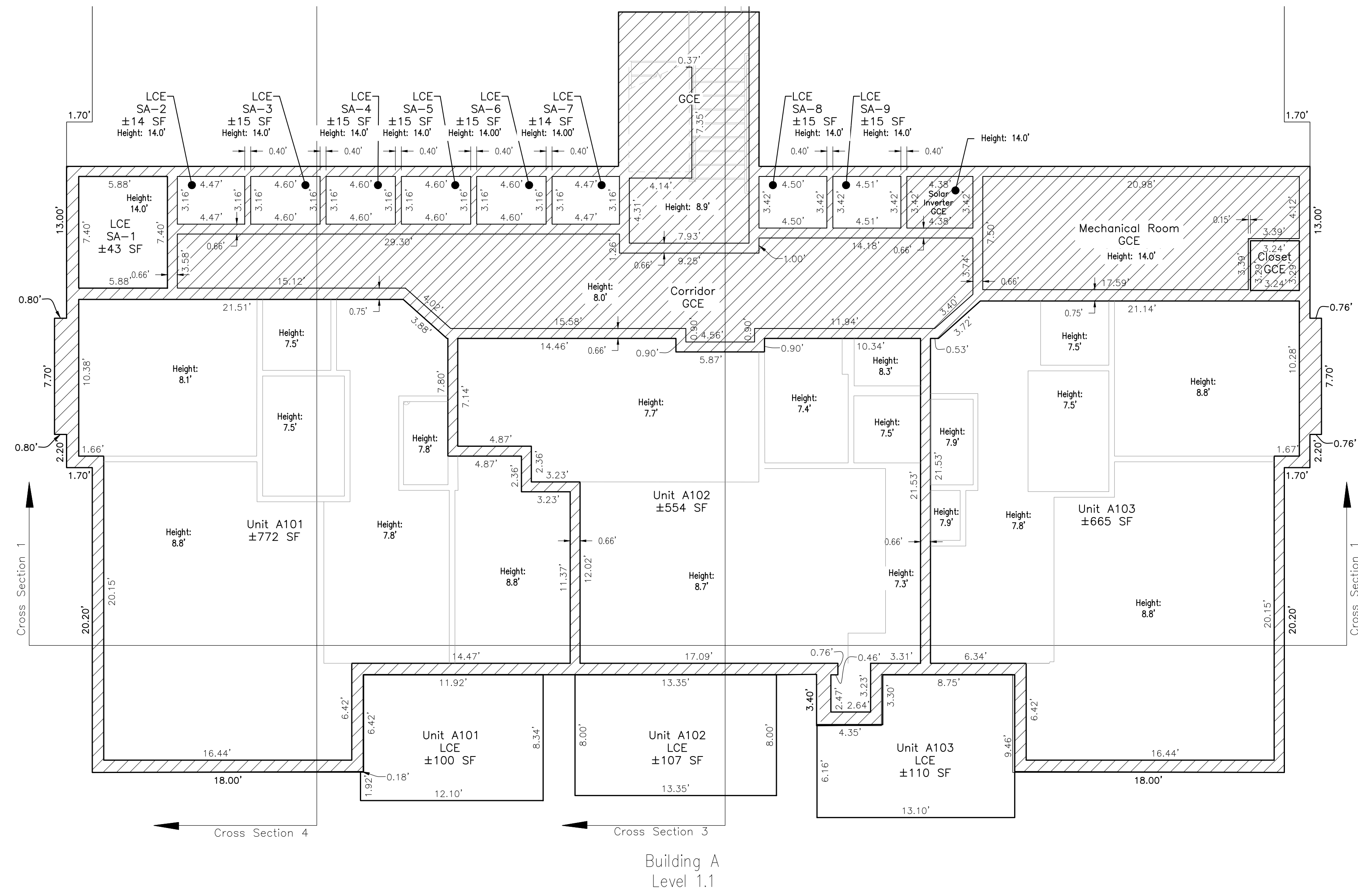
Job No. 2016-277-009
Drawn by: AO
Date: 06/17/2024
Approved: SAH
File: 7-HermitsCondo-BldgA
Location:

Building A
Level 1
Interior Plan View

Sheet No. 3
Of: 6

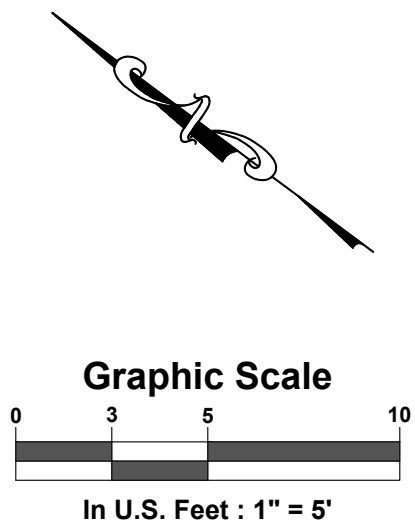


— LEGEND —
LCE - Limited Common Element
GCE - General Common Element
General Common Element (GCE)



REVIEW COPY

Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 1
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado



SGM
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970.945.1004
www.sgm-inc.com

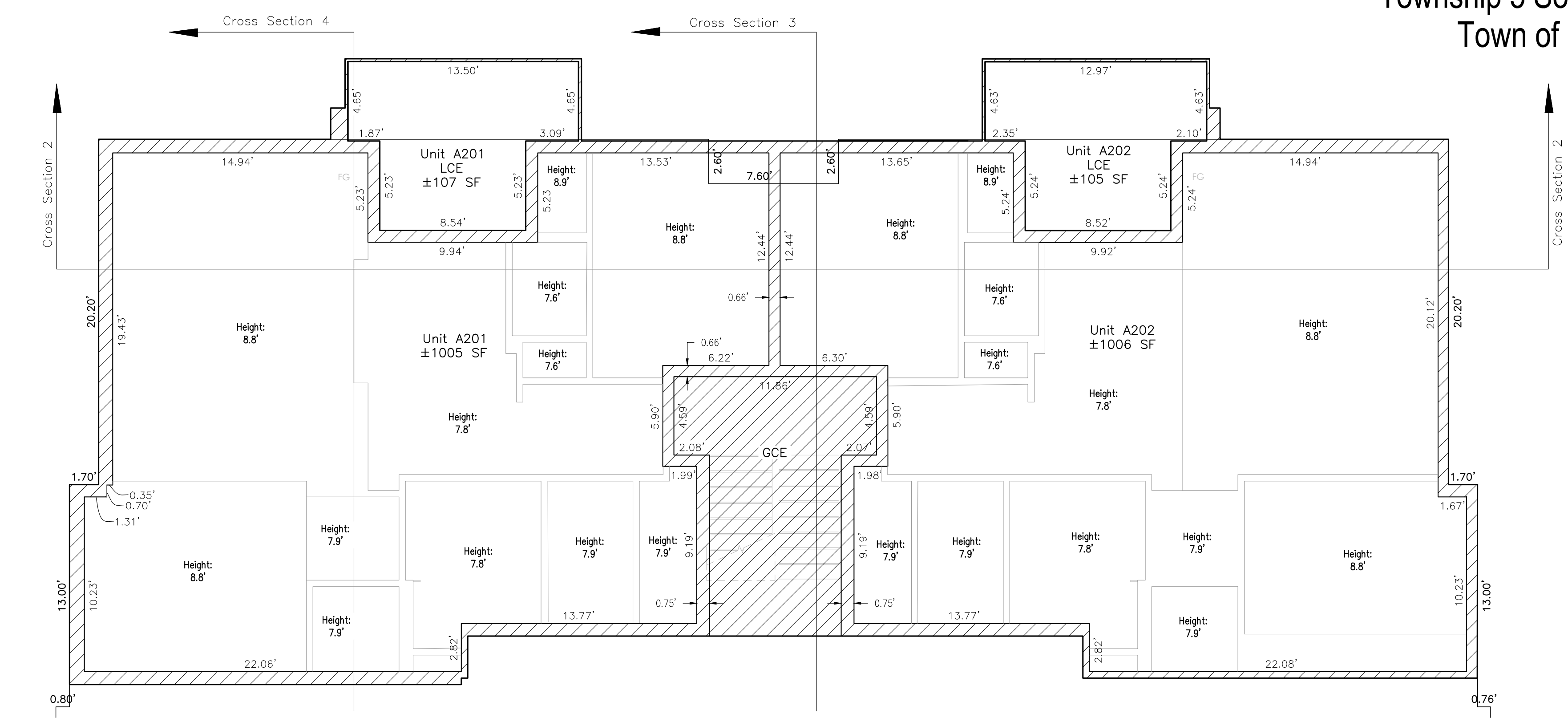
7 Hermits Condominiums - Filing 1
Town of Eagle, Colorado

Revision	Date	By
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Job No. 2016-277.009
Drawn by: AO
Date: 06/17/2024
Approved: J. PLS: SAH
File: 7-HermitsCondo-BldgA

Location:
**Building A
Level 2
Interior Plan View**

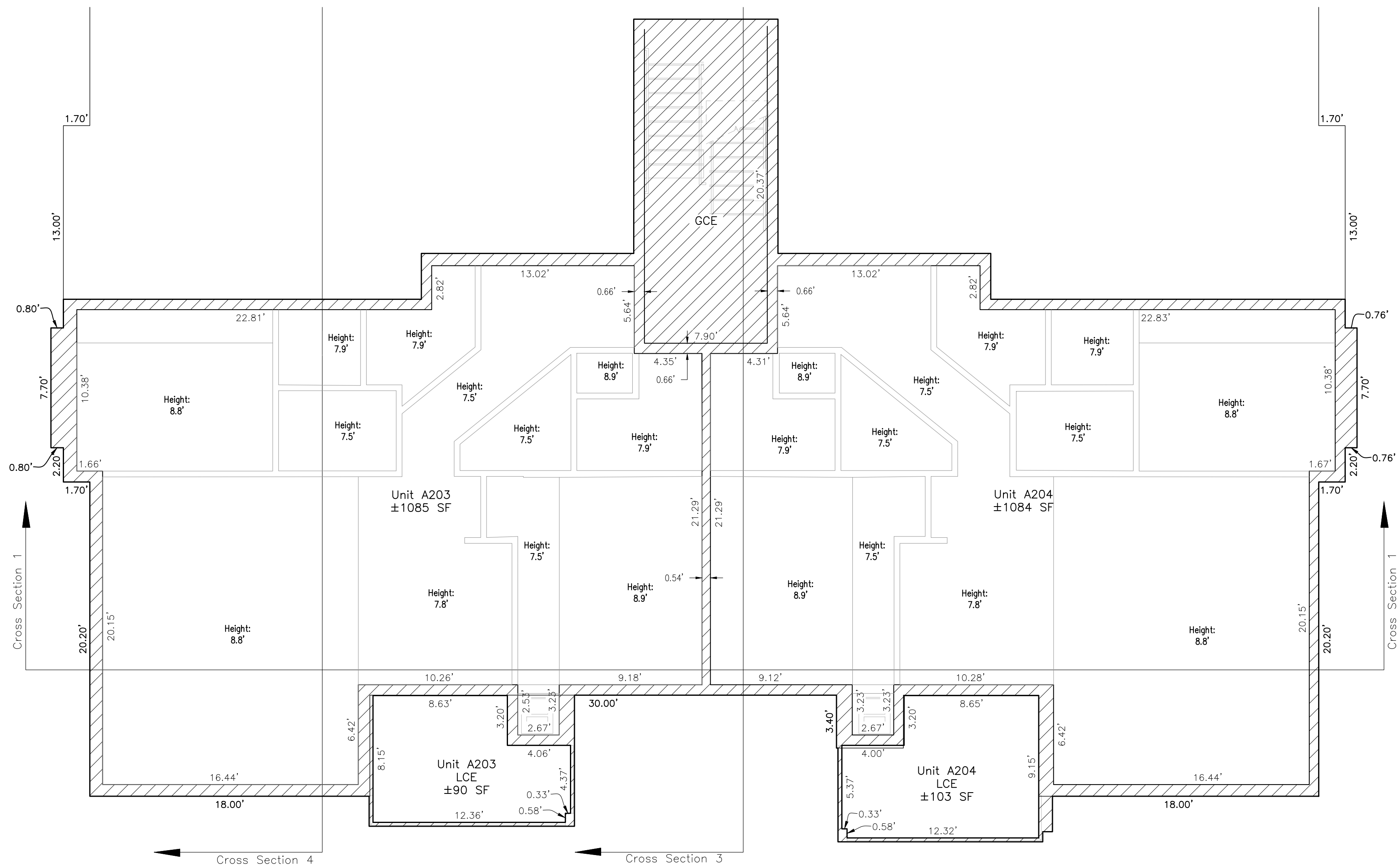
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Building A
Level 2.2

— LEGEND —

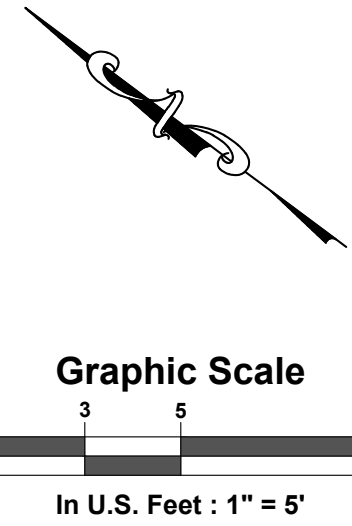
- LCE — Limited Common Element
- GCE — General Common Element
- General Common Element (GCE)



Building A
Level 2.1

REVIEW COPY

Final Plat and Condominium Map of
7 Hermits Condominiums - Filing 1
A Re-subdivision of Tract RMF-1A
Haymeadows Filing 1, 4th Amendment
Situating in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Eagle County, Colorado



SGM
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Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

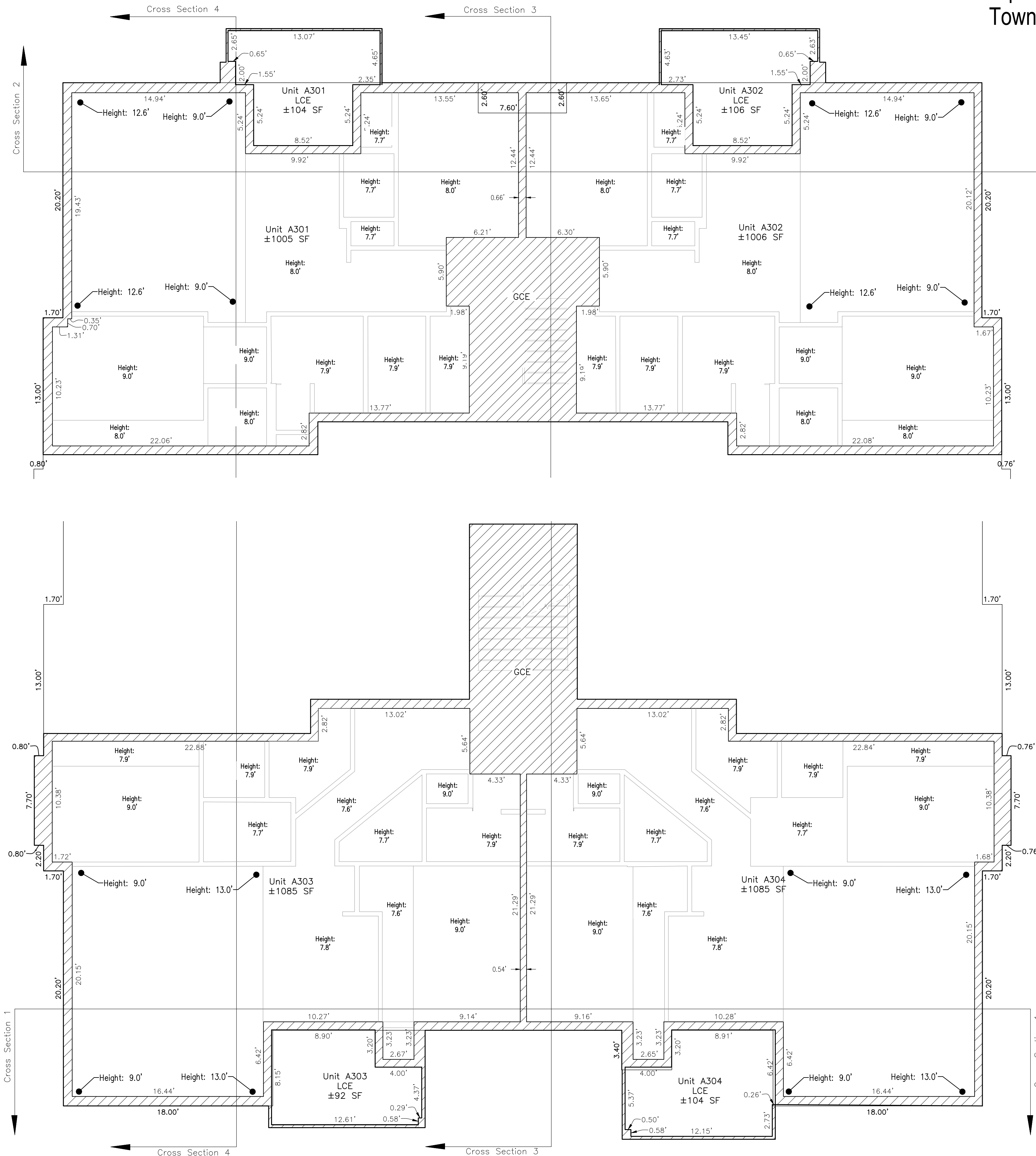
7 Hermits Condominiums - Filing 1
Town of Eagle, Colorado

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Job No. 2016-277.009
Drawn by: AO
Date: 06/17/2024
Approved: J. PLS: SAH
File: 7-HermitsCondo-BldgA
Location:

Building A
Level 3
Interior Plan View

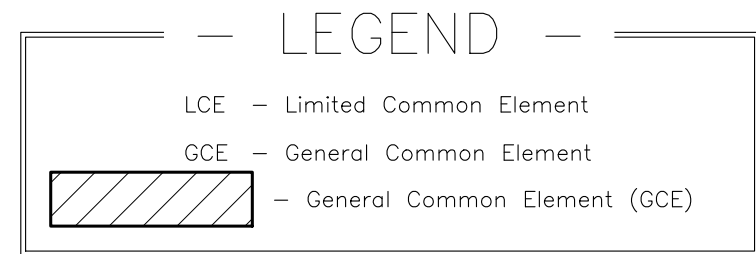
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Of: 6



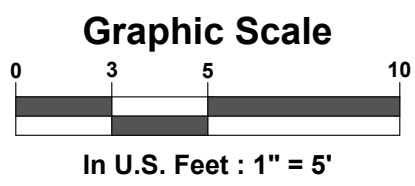
Building A
Level 3.2

Building A
Level 3.1

REVIEW COPY



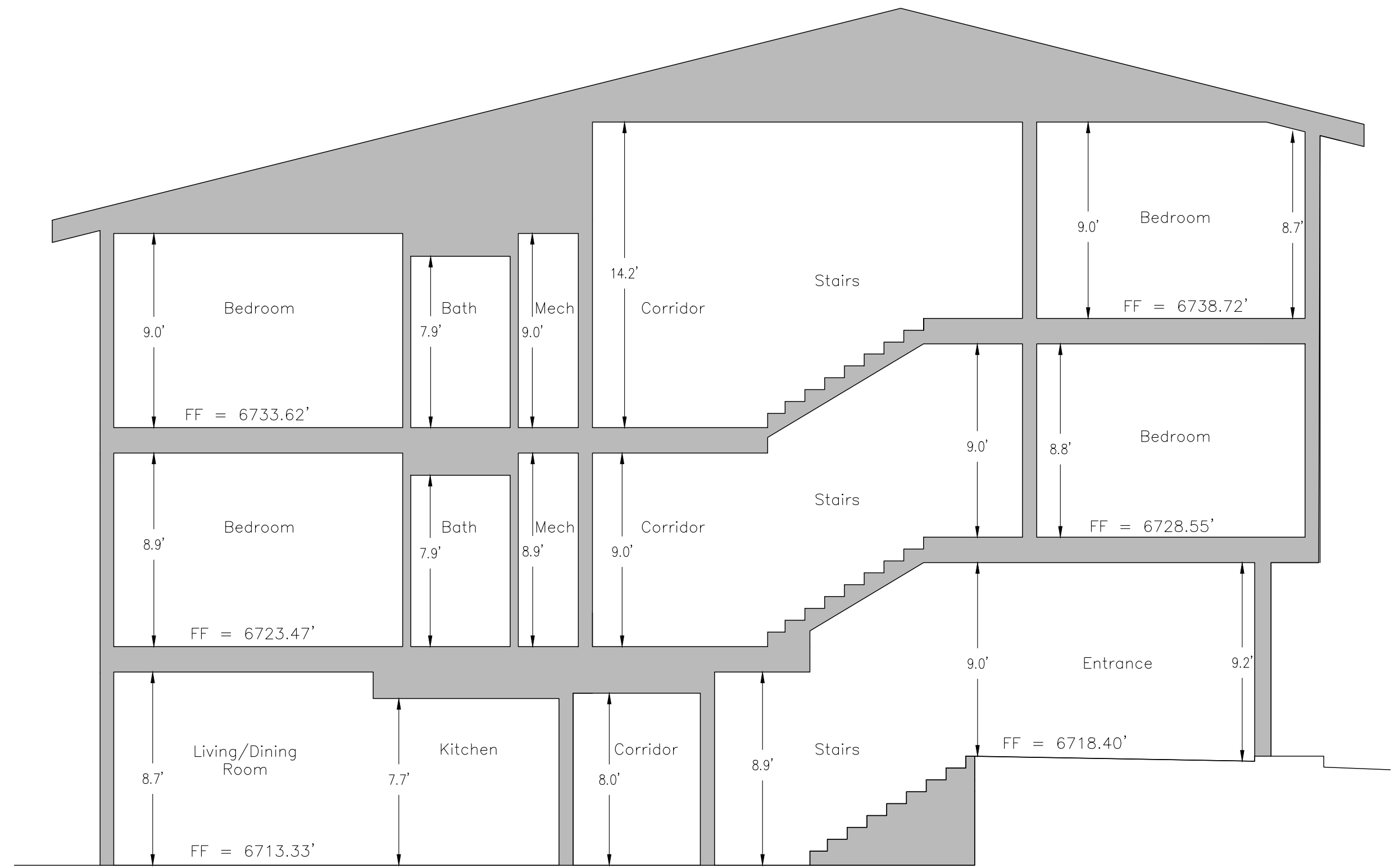
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Building A
Cross Section 1
Facing Northeast



Building A
Cross Section 3
Facing Northwest



Building A
Cross Section 2
Facing Northeast



Building A
Cross Section 4
Facing Northwest

REVIEW COPY

FF – Finished Floor Elevation

7 Hermits Condominiums - Filing 1
Town of Eagle, Colorado

Revision	Date	By
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Job No. 2016-277.009
Drawn by: AO
Date: 06/17/2024
Approved: PLS: SAH
File: 7-HermitsCondo-BldgA
Location:

Building A
Cross Sections

Sheet No. 6

Of: 6

I:\2016-277-Haymeadows\009-7hermitsCondo\H-Degs\Sur\Draws\BldgA\7-HermitsCondo-BldgA.dwg Plotter: 6/17/2024, 1:12 PM By: Josh Wilson

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 35
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A FINAL PLAT FOR 7 HERMIT CONDOMINIUMS FILING 1

WHEREAS, 7 Hermit Condos, LLC ("Applicant") owns the real property described as Tract RMF-1A as depicted on the Haymeadow Filing 1, Fourth Amendment, A Lot Line Adjustment of Tracts RMF-1A and RMF-2A, situated in Tracts 38 and 55 of Sections 4 and 9 in the Town of Eagle, Colorado (the "Property");

WHEREAS, Applicant filed an application for approval of the 7 Hermit Condominiums Filing 1 Final Plat, to condominiumize 11 dwelling units and 6 garages in Building A and dedicate the common open space on Tract RMF-1A of the Property (the "Application");

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Findings. The Town Council finds that the Application complies with the applicable criteria in Section 4.17.100.F. of the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Town Council approves the Application, subject to the following conditions: Within 30 days of the date of Town Council's Resolution, and prior to recordation of the Final Plat, Owner shall make technical corrections to the Application documents as directed by Town staff. The Town Planner may grant one administrative extension of this deadline of up to 30 days, upon good cause shown. Any further extensions must be authorized by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 25, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and the Town Council

From: Nikki Davis, Economic Development & Housing Specialist
Larry Pardee, Town Manager

Date: June 25, 2024

Agenda Item: Eagle Ranch Locals Housing Program Restrictive Covenant - 530 Founders Avenue, B202

REQUEST: The request is for Town Council to review and consider approving Resolution 42, Series 2024 which would apply the Eagle Ranch Locals Housing Program Restrictive Covenant to 530 Founders Avenue, B202. The property is a deed restricted housing unit under contract for purchase by the Town of Eagle.

BACKGROUND: On May 28, 2024 Council held an executive session directing staff to pursue and negotiate the purchase of the housing unit. On June 11, 2024 Council approved [Ordinance 06-2024](#) authorizing and approving a contract to buy and sell real estate. In addition to finalizing the terms and schedule of the home sale, staff have also negotiated the terms of an entity restrictive covenant with the Eagle Ranch Housing Corporation (ERHC). To meet the scheduled closing date of June 27, 2024, the Town must be prepared with all applicable documents including the restrictive covenant.

ANALYSIS: Generally, a traditional restrictive covenant, or deed restriction, is entered into by an individual qualified buyer. With the growing need of local businesses seeking deed restricted employee housing, the Town partnered with the ERHC to secure the unit and draft an entity-specific covenant. The covenant recognizes Town of Eagle as an Approved Employer and enables our organization to designate the condo as a workforce housing unit. Since the unit is being purchased from ERHC, it is subject to the Eagle Ranch Locals Housing Program instead of the Town's Local Employee Residency Program (LERP).

COMMUNITY INPUT: No public input has been received.

BUDGET / STAFF IMPACT: There are no budget implications to establish or comply with the restrictive covenant.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The purchase of 530 Founders Avenue, B202 aligns with the Strategic Plan's Major Objective of strengthening the Town's organization and culture. This purchase would also support the Council's pledge to buy or lease one employee housing unit per year as a secondary option.

RECOMMENDED ACTION OR PROPOSED MOTION: Approve or deny Resolution 42, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Eagle Ranch Locals Housing Program Restrictive Covenant for the Real Property Located at 530 Founders Avenue, B202".

ATTACHMENTS:

1. Resolution 42, Series 2024
2. [LINK](#) – Restrictive Covenant

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 42
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE EAGLE RANCH LOCALS HOUSING PROGRAM RESTRICTIVE
COVENANT FOR THE REAL PROPERTY LOCATED AT 530 FOUNDERS AVENUE, B202

WHEREAS, Eagle Ranch Housing Corporation currently owns the real property located at 530 Founders Avenue, B202, Eagle, CO 81631 (the "Property"); and

WHEREAS, the Town Council finds it in the best interest of the public health, safety and welfare to purchase the Property pursuant to the terms and conditions in the Contract to Buy and Sell Real Estate authorized in Town of Eagle Ordinance 06, Series 2024 passed on June 11, 2024; and

WHEREAS, the Town desires to enter into the Eagle Ranch Locals Housing Program Restrictive Covenant concerning the occupancy and resale of the Property; and

WHEREAS, the Restrictive Covenant establishes the Town of Eagle as an Approved Employer and designates the Property as a Workforce Housing Unit.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Town Council hereby approves the Eagle Ranch Locals Housing Program Restrictive Covenant for Approved Employer – Town of Eagle.

Section 2. The Town Council hereby approves entering into the Restrictive Covenant for 530 Founders Avenue, B202 and authorizes the Town Manager to execute this agreement.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON JUNE 25, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

AMENDED AND RESTATED EAGLE RANCH LOCALS HOUSING PROGRAM
RESTRICTIVE COVENANT

Version 5 (Approved Employer-Town of Eagle-June 2024)

THIS AMENDED AND RESTATED COVENANT of the Eagle Ranch Locals Housing Program (the "Covenant") is made and entered into this ____ day of _____, 20____, (the "Effective Date") by _____, (together with their successors and assigns hereinafter "Declarant") and is enforceable by Eagle Ranch Housing Corporation and/or the Town of Eagle, Colorado, or their successors or designees (collectively, hereinafter "ERHC") as and to the extent set forth herein.

This Covenant hereby vacates and supersedes all prior-recorded versions of the Eagle Ranch Locals Housing Program restrictive covenant and related right of first refusal agreement, if any.

In event of default or initiation of foreclosure, notice must be provided to Eagle Ranch Housing Corporation and the Town of Eagle pursuant to the terms of this Covenant, the referenced option to buy set forth herein, and C.R.S. 38-38-101 *et. seq.*

RECITALS

This Covenant is made with reference to the following facts:

- A. Declarant owns the real property legally described in "Exhibit A" attached hereto and incorporated herein by this reference (hereinafter the "Unit"). For the purposes of this Covenant, the Unit includes all appurtenances, improvements, and fixtures associated therewith.
- B. Declarant and ERHC desire to enter into this Covenant, which provides for the designation of the Unit as a Workforce Housing Unit, as defined herein.
- C. This Covenant restricts the acquisition and transfer of the Unit to Qualified Residents.
- D. Declarant desires to enter into this Covenant restricting the acquisition or transfer of the Unit to Qualified Residents as set forth herein below. This Covenant shall constitute the terms and provisions controlling the resale of the Unit as a Workforce Housing Unit. Through this Covenant, Declarant restricts the Unit against use and occupancy inconsistent with this Covenant and in accordance with the terms of the Guidelines, as herein defined, except as expressly provided for herein.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants, and agrees as follows:

1. Definitions:

(a) "Agent" means the entity or individual appointed by ERHC to resell WHUs and to administer restrictions on them.

(b) "Approved Employer" is a corporation, limited liability company or other entity whose business address is located within Eagle County, Colorado whose business employs employees within Eagle County, Colorado, and whose business taxes are paid in Eagle County, Colorado. The Approved Employer is approved in advance by the ERHC as evidenced by an instrument signed by ERHC and recorded in the real property records of Eagle County, Colorado, that designates such entity as qualified to own the WHU.

(c) "Guidelines" means any supplemental rules, restrictions, and guidelines that Eagle Ranch Housing Corporation may, from time to time at its discretion, promulgate regarding WHUs. To the extent inconsistent, this Covenant shall control over all other documents and guidelines.

(d) "Owner" means the owner of record of the WHU according to the Clerk and Recorder of Eagle County during their period of ownership. The term "Individual Owner" as used in this Covenant shall mean any Owner other than an Approved Employer.

(e) "Qualified Buyer" is the Approved Employer acquiring an ownership interest in a WHU in compliance with the terms and provisions of this Covenant. Such person, persons, or entity shall be obligated hereunder for the full and complete performance and observance of all restrictions encumbering such WHU as set forth herein. The term "Qualified Buyer" as used in this Covenant shall mean and refer only to Approved Employers, natural persons and entities formed for estate planning purposes, and not partnerships, corporations, limited liability companies or other entities other than Approved Employers.

(f) "Principal Place of Business" means the physical address (not a P.O. Box) of a business, company, corporation or similar entity, as indicated in the entity's corporate documents.

(g) "Principal Place of Residence" means the home or place in which one's habitation is fixed, and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

(h) "Qualified Resident" is either (i) an Approved Employer or (ii) an individual who can prove that they are (i) then currently a permanent resident of Eagle County, Colorado, and (ii) currently employed and working an average of at least thirty (30) hours per week on an annual basis or earns seventy five percent (75%) of their income and earnings by working in Eagle County, Colorado, or (iii) has been hired by an

employer in Eagle County, Colorado, all as evidenced by (A) an affidavit of the person, (B) verification by employer, (C) two most recent paystubs, or (D) other documents that the Agent deems necessary to make a determination and occupies the WHU as their principal place of residence.

(i) “WHU” or “Workforce Housing Unit” is affordable, for-sale housing offered only to Qualified Buyers, the occupancy, sale, assignment, or transfer of which is limited by the terms of this Covenant.

2. Restrictions on Owner’s Use, Occupancy, and Re-Sale of the Unit:

(a) The Unit is hereby designated a WHU. Its use and occupancy shall be limited to housing for Qualified Residents as set forth in this Covenant, with the following exceptions:

(i) ERHC may acquire title to the WHU in the event of foreclosure or as permitted by this Covenant.

(ii) Certain district, governmental, or political entities may acquire title to the WHU from time to time, as permitted under a separate agreement with ERHC.

(iii) An Approved Employer may acquire title to the WHU for purposes of renting same, for a term not less than thirty one (31) days to an individual who would otherwise be a Qualified Resident. If the Approved Employer is unable to fill a vacancy with its employee, the Approved Employer may rent the WHU to an individual who meets the definition of Qualified Resident under this Covenant.

(iv.) An occupant of the WHU who was otherwise a Qualified Resident at the time their occupancy began becomes a non-qualified resident because (a) the occupant becomes disabled and is no longer able to work, or (b) becomes a retired person as determined by the Approved Employer in its sole exclusive discretion.

(b) An Individual Owner, in connection with the purchase and ownership of the WHU, must occupy the WHU as their principal place of residence during the time that the WHU is owned by such Owner. In determining what is a principal place of residence, the following circumstances relating to the Individual Owner may be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, residence of parents, spouse and children, if any, location of personal and real property, voter registration, motor vehicle registration, or any other information the Agent determines to be relevant for the purpose of determining the principal place of residence of the Individual Owner. An Individual Owner shall be deemed to have ceased using the WHU as their sole, exclusive and principal place of residence if the Individual Owner resides at the WHU for fewer than nine (9) months per calendar year without the express written approval of ERHC. In the event that the WHU is owned by more than one Individual Owner, at least one Qualified Buyer of the WHU must utilize it as their principal place of residence. ERHC may require on an annual or other

basis that Individual Owner certify in writing that the WHU is continuing to be used by Individual Owner as outlined in this Covenant including use as their exclusive and principal place of residence.

(c) In the event that title to the WHU vests by descent or otherwise to an individual or entity who does not utilize the WHU as their sole, exclusive and principal place of residence, then the new Individual Owner shall, as soon as practical but in no event later than one (1) year after vesting of title, offer the WHU for sale pursuant to the provisions of this Covenant.

(d) No Rental of the Unit:

An Owner may not rent the WHU for any period of time, except that this Section shall not preclude:

(i) an Owner from sharing occupancy of the WHU with non-owners on a rental basis provided Owner continues to reside in the WHU and to meet the obligations contained in this Covenant; or

(ii) a personal representative of the Owner from renting the WHU after the death of the Owner, so long as the Owner or personal representative is pursuing sale of the WHU pursuant to the provisions of this Covenant; or

(iii) an Owner from taking a "leave of absence" which is hereby defined as an Owner renting the WHU for more than one (1) month and less than twelve (12) months when the Owner, at the time the lease is signed, has the bona fide good faith intent to re-occupy the WHU as their principal place of residence upon termination of the lease and has received the prior written consent of ERHC. The Owner shall, unless otherwise approved in writing by the ERHC, lease the WHU under this subsection 2(d)(iii) to a person to whom the WHU could be sold pursuant to the provisions of this Covenant; or

(iv) a foreclosing lien-holder from renting the WHU, so long as the lien-holder is actively pursuing such foreclosure; or

(v) a rental authorized by Section (2)(a) hereof; or

(vi) An Approved Employer from renting the WHU to any employee of the Approved Employer who otherwise meets the definition of a Qualified Resident under this Covenant; or

(vi) ERHC from renting any WHU to which it obtains title.

(e) Re-Sale of Unit:

(i) In the event that an Owner desires to sell the WHU, the Owner shall first notify ERHC and Agent in writing of the intent to sell.

- (ii) Upon Owner's notice of election to sell, ERHC at its sole discretion shall have a first option, but no obligation, to purchase the WHU at the Maximum Resale Price. If ERHC elects to purchase, it shall submit a contract for purchase to the Owner within 7 days of receiving notice per Section 2(e)(i). Closing will occur within 30 days of contract unless an alternative closing date is agreed to by the Owner and ERHC.
- (iii) Upon Owner notification by Owner to ERHC of Owner's intent to sell, and if ERHC declines its option to purchase, the Owner shall use a licensed Colorado real estate broker who is a member of the Vail Board of Realtors as the sales broker for the listing and sale of the WHU. The sales broker must list the WHU in the Multiple Listing Service with a co-op commission payable and must actively market the WHU within Eagle County during the term of the listing. Unless a shorter term is approved by ERHC the term of the listing must be a minimum of 14 days.
- (iv) The Owner shall notify the Agent immediately upon listing the WHU for sale and provide Agent with a copy of the listing agreement.
- (v) The Owner shall notify Agent upon Seller's receipt of offer(s) from Qualified Buyers to purchase the WHU and provide Agent with a copy of the purchase and sale agreement(s).
- (vi) If Owner receives multiple offers, Owner acknowledges that selection of a Qualified Buyer will be subject to methods and procedures established by the ERHC and Agent including those established per Section 1(b).

3. Maximum Resale Price:

No Owner of the WHU shall sell the WHU for an amount greater than the Maximum Resale Price for the WHU (unless authorized in writing by the ERHC), which Maximum Resale Price shall be calculated as follows:

(a) Start with the purchase price paid for the WHU by the Owner upon such Owner's acquisition of the WHU (the "Prior Purchase Price"), which Prior Purchase Price may include all reasonable and customary expenses of the purchase incurred at the time of purchase by the Owner as evidenced by a title company settlement sheet (including, but not limited to, closing costs and recording fees, but specifically excluding any costs of financing);

(b) For each year from the date that the Owner acquired the WHU until the date of the listing of the WHU, multiply the Prior Purchase Price and any increases thereto as a result of the application of this subsection b. for prior years (in order to effect a compounding of the increase in the Prior Purchase Price) by the lesser of three percent (3%) or the percentage increase in the most recent CPI-U (hereinafter defined) for such year. Any such increase shall be prorated by day for any partial years. "CPI-U" shall mean the United States Department of

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Labor (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers - All Items Index for the consolidated metropolitan statistical area which includes the City and County of Denver, Colorado, which are published on a monthly basis. In the event that the CPI-U is substantially changed, re-named, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the CPI-U;

(c) For each such year add the product of the multiplication described in b. to the Prior Purchase Price;

(d) Add the cost of any Permitted Capital Improvements (hereinafter defined) made by the Owner during the time that the Owner held title to the WHU;

(e) Add an amount equal to two percent (2%) of the total sum calculated above, which amount is intended to defray some of the expenses of selling the WHU.

Example. The following is a hypothetical calculation of the Maximum Resale Price associated with a WHU acquired by the Owner on December 31, 2001, and listed for sale on June 30, 2004. The housing component of the CPI-U is assumed to increase 2% in 2002, and 4% in 2003 and 1.5% for the first six months of 2004:

\$ 225,000.00	Prior Purchase Price (including customary expenses of purchase) on December 31, 2001
+ \$ 4,500.00	2% increase for year 2002 ($\$225,000 \times .02$)
+ \$ 6,885.00	3% increase for year 2003 ($[\$225,000 + \$4,500] \times .03$) (Note: limited to 3% per this Covenant even though CPI increase was 4%)
+ \$ <u>3,545.78</u>	3% increase for 6 months in year 2004 ($([\$225,000 + \$4,500 + \$6,885] \times .015)$) listed for sale June 30, 2004
= \$ 239,930.78	First Subtotal
+ \$ <u>9,500.00</u>	Permitted Capital Improvements
= \$ 249,430.78	Second Subtotal
+ \$ <u>4,988.62</u>	2% of second Subtotal (intended to defray some of the expenses of selling)
= \$ 254,419.40	Maximum Resale Price as of June 30, 2004.

4. Permitted Capital Improvements:

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“Permitted Capital Improvements” shall only include those items of improvement to the Property that are defined herein below, or as modified from time to time in the Guidelines.

- (a) Owners of a WHU are allowed a maximum of 10 percent (10%) of the Prior Purchase Price (the price paid for the unit by the Owner making the Permitted Capital Improvement) over each five-year period for Permitted Capital Improvements from the date of the prior purchase by such Owner. Unused amounts shall not accumulate from five-year period to five-year period—unused amounts do not roll over from one period to the next.
- (b) In order to verify the cost of a Permitted Capital Improvement, an Owner shall provide to ERHC original or legible duplicate receipts evidencing the actual costs thereof and a copy of any building permit or certificate of occupancy required for the improvements, if any, along with the Owner’s affidavit verifying that the receipts are valid and correct receipts tendered at the time of payment. Only the Owner’s actual out-of-pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to Owner’s labor, or that of its employees or business, or to any appreciation in the value of the improvements.
- (c) Value will be given to the following improvements:
 - 1. The addition of a habitable room or storage space;
 - 2. The finishing of uninhabitable space if it is converted into a habitable room;
 - 3. The conversion of a carport into a completely enclosed garage;
 - 4. The conversion of surface parking into a carport or garage (if allowed under the development/subdivision agreement);
 - 5. Kitchen and bathroom renovations;
 - 6. Replacement or repair of existing fixtures (*e.g.*, flooring or painting);
 - 7. Installation of permanent landscaping or air conditioning;
 - 8. Window treatments;
 - 9. Improvements that reduce the consumption of energy, including but not limited to roof replacement, furnace replacement;
 - 10. Modifications or improvements to accommodate a person with a disability as defined in the Americans with Disabilities Act of 1990;
 - 11. Other improvements necessary for the maintenance of the WHU.
- (d) No other categories or types of expenditures may qualify as Permitted Capital Improvements unless pre-approved in writing by the Agent.
- (e) Permitted Capital Improvements may be depreciated for wear and tear and obsolescence pursuant to the depreciation schedule set forth in the Marshall & Swift Cost Handbook, or some similar depreciation schedule

in use by the Agent.

5. Closing Costs:

Owner shall not permit any prospective buyer to assume any of the seller's customary closing costs, including the fees set forth herein, nor accept any other consideration that would increase the purchase price for the WHU above the Maximum Resale Price so as to induce the Owner to sell to such prospective buyer. Sale contingencies based on upon execution of side contracts are prohibited, including but not limited to contracts that have the effect of increasing the Maximum Resale Price.

The Maximum Resale Price represents only the highest price that an Owner may obtain upon sale of the property subject to this Covenant, and nothing herein shall be construed to constitute a representation, warranty or guarantee that upon transfer of the property the Owner shall obtain the Maximum Resale Price.

In addition, nothing contained in this Covenant shall be deemed to prevent an Owner and any purchaser, including, without limitation, the ERHC, from entering into an agreement to purchase and sell the property at any price, not in excess of the Maximum Resale Price, to which such parties agree.

6. Breach of Covenant for Violation of Use, Occupancy or Transfer Restrictions:

(a) Any remedy for a breach of this Covenant by an Owner or a Qualified Resident is specifically enforceable by ERHC, and its successors and assigns, as applicable.

(b) Sale or Transfer to a Non-Qualified Buyer or Violation of Resale Restrictions:

If the WHU is sold or conveyed in violation of this Covenant, such sale or conveyance shall be void *ab initio* and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the WHU, for all purposes, shall be deemed to include, incorporate, and be made subject to the covenants herein contained, even without reference in the deed or other document of conveyance to this Covenant.

(c) Violation of Use or Occupancy Restrictions:

If a violation of this Covenant is discovered, ERHC shall follow the procedures set forth below and any additional consistent procedures provided for in the Guidelines:

(i) ERHC may issue a written finding that there has been a violation of this Covenant, and that the Owner of the WHU has breached this Covenant. If the Owner does not cure the breach within thirty (30) days, ERHC may elect to assess penalties against the Owner. Penalties which ERHC may assess against the Owner include, but shall not be limited to, filing a complaint seeking specific performance of this Covenant, eliminating appreciation from the Maximum Resale Price otherwise allowed in Section 3.b., *supra*, a mandatory injunction requiring sale of a WHU, and/or seeking the other

remedies set forth herein. The proceeds of the sale shall first be used to pay all costs of such sale with the balance being paid to the Owner.

(ii) In addition to any of the elective remedies enumerated above, in the event of a violation of this Covenant by an Owner, their heirs, successors, or assigns, the Maximum Resale Price of a WHU as defined herein shall, upon the date of such breach as determined by ERHC, cease to increase and shall remain fixed until the date of cure of said violation.

7. Seniority of Covenant:

With the exception set forth in 9.f, *infra*, which automatically releases and waives this Covenant under circumstances set forth therein, any interest in or lien upon the WHU acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.

8. Violation of Covenant in the Case of Default Under a Promissory Note or Foreclosure:

(a) Owner shall not default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering the WHU. The Owner of the WHU must notify ERHC, in writing, of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust, as described herein, within five (5) calendar days of Owner's notification from lender, or its assigns, of said default or past due payments.

(b) Upon default by the Owner under the terms and provisions of any deed of trust or mortgage on the WHU, ERHC or Agent may, in its sole discretion, offer loan counseling or distressed loan services to the Owner, if any of these services are available. Any time after default, ERHC is entitled to require the Owner to sell the WHU to avoid the commencement or continuance of any foreclosure proceeding against the WHU. If ERHC determines that sale of the WHU is necessary to avoid the foreclosure process, ERHC may require, and the Owner shall immediately execute, a standard listing contract on forms approved by the Colorado Real Estate Commission with a licensed Colorado real estate broker who is a member of the Vail Board of Realtors. ERHC is entitled to require the Owner to accept the highest of any qualified offers which satisfies the Owner's financial or other obligations due under the promissory note secured by a first deed of trust and deed of trust in favor of ERHC and/or Eagle County as described herein, and to sell the WHU to such Qualified Buyer. ERHC may in its sole discretion elect to purchase the WHU under this Paragraph 8.b for rental or for sale to a Qualified Buyer.

Upon default of Owner, as provided in Paragraphs 8.a and 8.b ERHC shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, the Owner shall be personally liable to ERHC for past due payments made by ERHC, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one percent (1%) in addition to the interest rate identified in the promissory note and all actual expenses of ERHC incurred in curing the default. The Owner shall be required by ERHC to execute a promissory

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note on commercially reasonable terms acceptable to ERHC and secured by deed of trust encumbering the WHU in favor of ERHC for the amounts expended by ERHC as specified herein, including future advances made for such purposes. ERHC shall be entitled to all rights and remedies under the deed of trust including the right of foreclosure. The Owner may cure the default and satisfy its obligation to ERHC under this subparagraph at any time prior to execution of a contract for sale, upon such reasonable terms as specified by ERHC. Otherwise, Owner's indebtedness to ERHC shall be satisfied from the Owner's proceeds at closing.

9. Option to Buy; Release and Waiver of Restrictions on Unit:

(a) In the event that a holder of a first deed of trust or mortgage on the WHU becomes the record owner of the WHU by way of a deed in lieu of foreclosure, a public trustee's confirmation deed, or a sheriff's confirmation deed, ERHC shall have an Option to Buy the WHU from such Record Owner. Upon becoming the Record Owner of the WHU, such person or entity shall provide written notice thereof sent by certified mail, return receipt requested, to ERHC as provided herein. Upon receipt of such notice, ERHC has the right to exercise its Option to Buy as provided in this Paragraph 9. The failure to provide written notice to ERHC shall constitute a breach of Covenant, and any subsequent sale or conveyance shall be void *ab initio* and shall confer no title whatsoever upon the purported buyer.

(b) ERHC or its assigns shall have sixty (60) days after receipt of notice, as provided for in paragraph 9(a) above, of the public trustee's or sheriff's confirmation deed or deed in lieu of foreclosure in which to exercise this Option to Buy.

(i) In the event of foreclosure and issuance of a public trustee's or sheriff's confirmation deed, ERHC may exercise its Option to Buy by tendering to the transferee of such deed or its assigns, in cash or certified funds, the redemption price that would have been required to redeem from such transferee as if ERHC were the next redemptioner entitled to redeem under Colorado law, and any additional reasonable costs incurred by said transferee during the option period directly related to the foreclosure.

(ii) In the event of a deed in lieu of foreclosure, ERHC may exercise its Option to Buy by tendering to the transferee of the deed in lieu of foreclosure or its assigns, in cash or certified funds, an amount equal to the amount due on the note, secured by the deed of trust or mortgage, and any additional reasonable costs incurred by said transferee during the option period. Upon receipt of the option price, the transferee shall deliver to ERHC or its assignee a special warranty deed, conveying the Unit to ERHC or its assignee. The transferee shall convey only such title to the subject Unit as the transferee obtained by way of the foreclosure or by deed in lieu of foreclosure. The transferee shall not create or participate in the creation of any additional liens or encumbrances against the WHU following the transferee's acquisition of title to the Unit. The transferee shall not be liable for any of the costs of conveyance to ERHC or its assignee. Upon notice to ERHC of a transferee's acquisition of title to the WHU, ERHC or

its assigns shall have sixty (60) days in which to exercise the Option to Buy by notifying the transferee in writing of its intent to exercise the Option to Buy.

(iii) ERHC shall have the right to inspect the WHU prior to exercising its Option to Buy. To exercise its right to inspect, ERHC shall give written notice to the Owner of the WHU of the time and date of inspection at least twenty-four (24) hours in advance.

(c) In the event that ERHC does not notify the transferee in writing of its intent to exercise the Option to Buy as set forth herein, ERHC's Option to Buy and this Covenant shall be released only with respect to the WHU as of the sixty-first (61) day after notice to ERHC as provided for above.

(d) It is the intent of ERHC that this Option to Buy terminate upon the failure of ERHC to provide written notice of its intent to exercise its Option to Buy to the transferee, whether such failure is intentional or unintentional, and that such termination will be affected without the necessity of any affirmative action on the part of the transferee. A release of this Covenant will be affected only by a document which ERHC shall cause to be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado within fourteen (14) days after demand therefore by the holder following expiration of the Option.

(e) Nothing contained herein shall result in a release of this Covenant from the WHUs that are not the subject of foreclosure or deed in lieu of foreclosure and nothing contained herein shall require ERHC to release and waive its ability to enforce this Covenant in the event of foreclosure of a lien in second or subsequent position or in the event of a deed in lieu of foreclosure of a lien in second or subsequent position.

(f) This Covenant shall be released and waived, in favor of the holder of a first deed of trust or mortgage pertaining to a foreclosure of the WHU, if and only (i) said holder (including assigns of the holder) of a first deed of trust or mortgage becomes the record owner of the WHU by way of deed in lieu of foreclosure, public trustee's confirmation deed or sheriff's confirmation deed; (ii) said holder provides written notice thereof to ERHC pursuant to Paragraph 9.a; and (iii) ERHC fails to exercise its Option to Buy the WHU as set forth in this Paragraph 9.

(g) If ERHC exercises the Option to Buy and acquires title to the WHU, ERHC may thereafter sell the WHU to a Qualified Buyer in accordance with the terms of this Covenant.

10. Covenant Runs with the Land:

Declarant and all subsequent Owners of the WHU, and all other parties with an interest in title to the WHU hereby acknowledge or are deemed to acknowledge by virtue of recordation of the deed by which such Owner takes title to the WHU that this Covenant shall constitute a covenant running with the WHU, as a burden thereon, and shall be specifically enforceable by ERHC by any appropriate legal action, including but not limited to specific performance,

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injunction, reversion, or eviction. Notwithstanding the foregoing, ERHC reserves the right to require a new Owner, at the time of purchase of the WHU, to vacate this Covenant and record a new Covenant in the ERHC's then-current form, and the new Owner shall execute and record such documents as the ERHC shall reasonably require at the closing of new Owner's acquisition of the WHU.

11. Housing Corporation Assignment:

ERHC may assign its rights to any other governmental, quasi-governmental, or private party formed for purposes of promoting affordable housing, including, without limitation, any housing department of the Town of Eagle or Eagle County, Colorado. Any such assignment shall be evidenced by a document signed by the assignee and recorded in the real property records of Eagle County, Colorado. If ERHC shall cease to exist as a legal entity in the State of Colorado, after notice to ERHC from the Town of Eagle and a period of thirty (30) days for ERHC to cure same, then all rights and obligations of ERHC arising hereunder shall thereafter be assigned to and assumed by the Town of Eagle, and ERHC shall have no further rights and obligations under this Covenant. The Town of Eagle shall place a notice of such assignment of record in the office of the Clerk and Recorder of Eagle County, Colorado.

12. Dispute Resolution:

There is hereby reserved to ERHC any and all remedies provided by law for breach of this Covenant or any of its terms. In any dispute, each party shall bear its own costs and fees. The exclusive venue for any dispute arising from or relating to the Covenant shall be Eagle County, Colorado.

13. Alternative Dispute Resolution:

(a) Agreement to Avoid Litigation:

(i) All persons subject to this Covenant, including, without limitation, the Eagle Ranch Housing Corporation and the Town of Eagle, Colorado (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving this Covenant, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described herein ("Claims") shall be resolved using the procedures set forth below prior to filing suit in any court.

(ii) Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Covenant, or the rights, obligations and duties of any Bound Party under this Covenant shall be subject to the provisions of this Section.

(b) Mandatory Procedures:

(i) Notice. Any Bound Party having a Claim (“Claimant”) against any other Bound Party (“Respondent”) (collectively, the “Parties”) shall notify each Respondent in writing (the “Notice”), stating plainly and concisely:

1. The nature of the Claim, including the persons involved and Respondent's role in the Claim;

2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

3, Claimant's proposed remedy; and

4. That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(c) Negotiation and Mediation:

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(ii) If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in Eagle County, or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Eagle County, Colorado, area.

(iii) If Claimant does not submit a claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth that the Parties are at an impasse. Only after the issuance of a Termination of Mediation notice may the provisions of this Covenant be enforced by legal action.

14. Notices:

Any notice, consent, or approval that is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the parties indicated below as long as prior written notice of the change of address has been given to all parties as indicated.

Said notices, consents and approvals shall be sent to the following addresses unless otherwise notified in writing:

To Declarant:

To ERHC: Eagle Ranch Housing Corporation
Post Office Box 5905
Eagle, CO 81631

With copy to:

Town of Eagle
Post Office Box 609
Eagle, CO 81631

To Owner: To the address set forth in the records of the Eagle County Tax Assessor for purposes of mailing tax bills.

15. Severability:

Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such documents.

16. Choice of Law:

This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.

17. Successors:

Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of the WHU, and ERHC.

18. Section Headings:

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Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

19. Waiver:

No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and ERHC except on the basis of a written instrument executed by both the Declarant and ERHC. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

20. Gender and Number:

Whenever the context so required herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

21. Personal Liability:

By taking title to the WHU, the Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.

22. Further Actions:

The Declarant for so long as Declarant owns the WHU, the Owner of the WHU, and ERHC agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any Covenant or document relating hereto or entered into in connection herewith.

23. Modifications:

Any modifications of this Covenant shall be effective only when made by writings signed by the then-current Owner of the WHU and ERHC and recorded with the Clerk and Recorder of Eagle County, Colorado. ERHC reserves the right to amend this Covenant unilaterally where deemed necessary to effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant. The then-current Owner of the WHU and ERHC agree to modify this covenant as necessary to comply with lending requirements imposed by Fannie Mae, Federal Housing Administration, and other similar lending entities.

24. Perpetuities Savings Clause:

If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Covenant or any of its Exhibits shall be unlawful or void for violation of: (a) the rule against perpetuities or some similar statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the then-current duly elected and seated Eagle County Commissioners, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

IN WITNESS WHEREOF, the Parties hereto have executed this Covenant as of the Effective Date.

EAGLE RANCH HOUSING CORPORATION

DECLARANT

By: _____
President

Exhibit A:
Legal Description

DESC: PHASE 1 Subdivision: FOUNDERS PLACE CONDO Unit: B-202

After recording, please return to Housing Eagle County at P.O. Box 850 Eagle, CO 81631



To: Mayor and Town Council

From: Carrie Buhlman, Chief of Police

Date: June 25th, 2024

Agenda Item: Mayor Letter of Support for Police Department to become an "ABLE Agency"

REQUEST:

Review the letter of support and approve the Mayor to sign the letter of support.

BACKGROUND:

The Eagle Police Department is currently seeking the Mayor and the Town Council's support in becoming an ABLE organization. ABLE stands for "Active Bystandership for Law Enforcement" and was implemented and is maintained by the Georgetown Law.

In law enforcement, we are frequently faced with high-stress, high-stakes decisions as a part of our daily responsibilities. The ABLE Project factors in these job conditions to prepare officers to intervene to prevent misconduct, avoid police mistakes and promote officer health and wellness by teaching officers how to successfully intervene before a situation arises on a contact with the public. The key to all of this is ABLE also authorizes and empowers law enforcement to intervene in another officer's action regardless of their rank.

In short, ABLE aims to create a police culture in which officers routinely intervene—and accept interventions—as necessary to:

- Prevent misconduct,
- Avoid police mistakes, and
- Promote officer health and wellness.

There is an upfront heavy application process associated with becoming an ABLE agency along with training and reporting back to the community and our supporters. One of the steps in the initial application is we need to seek letters of support from a number of different people/ groups. I, as the Chief, need to write a letter of support. We also need to gather support letters from a few community members. And lastly, we need to collect a letter of support from the Mayor. I am asking that the Mayor and the Town Council help support us on this very important journey.

If you have a few moments, I encourage you to watch the video below to provide you some great stats, high level information on the program and how this is becoming the new national standard for police departments and one that Eagle is looking forward to formally joining. This program is promoted by CIRSA, Colorado POST (Peace Officer Standards and Training), IACP (International Chief's of Police), the Attorney General and the FBI NAA (National Academy Associates).

- ABLE Information Video: https://www.youtube.com/watch?v=iBv5lu-0iXM&ab_channel=AGRiPVideo

By the Numbers

- 390 ABLE agencies (31 departments in Colorado and growing monthly)
- 2,729 instructors trained
- 42 U.S. states represented
- 3 Canadian provinces represented
- 169,000+ officers at ABLE agencies
- 181 million+ community members served by ABLE agencies

For more information on the ABLE Project, visit <https://www.law.georgetown.edu/cics/able>

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This aligns with our Mission Statement and with our guiding principle in the strategic plan to “Protect Public Health, Safety and the Environment.”

RECOMMENDED ACTION OR PROPOSED MOTION:

Approve the Mayor to sign the letter of support for the Eagle Police Department to become an ABLE Agency.

ATTACHMENTS:

Mayor Letter of Support



June 25, 2024

ABLE
Georgetown Law

To Whom It May Concern,

As the Mayor of the Town of Eagle, I am writing to express my strong support for the Eagle Police Department's application to join the Active Bystandership for Law Enforcement (ABLE) Project. This initiative is vital for empowering officers to prevent misconduct and promote wellness.

I fully understand and am committed to the ABLE Standards, which emphasize accountability, ethics, and officer well-being. These standards align with our town's values of integrity and community service, ensuring our police act with the highest ethical standards.

Supporting the Eagle Police Department's application is essential for demonstrating our commitment to continuous improvement. The ABLE training will provide our officers with crucial skills for effective intervention, reinforcing a culture of accountability.

To ensure successful implementation, I commit to providing the necessary resources and I will work closely with the Chief of Police to address any challenges and ensure the program's goals are met.

To stay informed about the progress, I will establish annual meetings with the Chief of Police to seek community feedback on the program's impact.

The Town of Eagle is dedicated to ethical policing and active bystandership. By supporting the Eagle Police Department's participation in the ABLE Project, we are fostering a safer and more accountable environment for our officers and the community.

Sincerely,

Scott Turnipseed
Mayor of the Town of Eagle



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: June 25, 2024
Re: Town Manager Report

Administration and Organization Update:

Town Attorney Transition Update:

I am writing to inform you about the upcoming transition in the Town Attorney position. Matt Mire will attend his final Council meeting on Tuesday, June 25. We extend our heartfelt gratitude to Matt for his years of dedicated legal support and guidance to the Town of Eagle. His contributions have been invaluable, and he will be genuinely missed.

We are pleased to introduce Ruthanne Goff as Eagle's new Town Attorney. Ruthanne is a distinguished attorney with Hoffmann, Parker, Wilson, and Carberry P.C. ("HPWC"), where she has been practicing for nearly seven years since joining the firm in the fall of 2017. Before her time at HPWC, Ruthanne gained extensive experience in employment law with the City of Denver's litigation section.

Ruthanne's expertise spans various legal areas crucial to municipal governance, including litigation, marijuana compliance, eminent domain, land use, zoning, property tax appeals, constitutional law, licensing, open meetings, open records, and drafting ordinances, resolutions, and contracts. She has also provided municipal prosecution services. Her experience as general counsel to municipalities similar in size to Eagle ensures she is well-prepared to handle the unique challenges faced by our Community.

On a personal note, Ruthanne hails from Littleton, Colorado, and is an alumna of Ithaca College and the University of Colorado Law School. She recently relocated to Bozeman, Montana, with her husband, Erik, who is pursuing a small animal surgical residency, and their new daughter, Ivy, born in March 2024. Despite the move, Ruthanne remains committed to her work with HPWC and travels frequently to Colorado. Outside of her professional life, she is an active extrovert with a passion for CrossFit, soccer, and outdoor adventures, often accompanied by her three beloved dogs, Gimli, Goose, and Grant.

We are excited to welcome Ruthanne to our team and look forward to her contributions to the Town of Eagle. Please feel free to reach out to Ruthanne with any questions.

Ruthanne H. Goff

she, her, hers

Hoffmann, Parker, Wilson & Carberry

511 16th St., Suite 610

Denver, CO 80202

Direct: (303) 951-2092

Office: (303) 825-6444

Ruthanne Goff rhg@hpwclaw.com

The Town hired and opened positions:

In 2024, we filled nineteen previously vacant positions, with nine full-time openings still available. We are now prioritizing these vacancies, employing strategic recruitment initiatives to attract highly qualified candidates

who will significantly enhance our Community's quality of life. Our dedication to securing top talent reflects our commitment to fostering a vibrant cultural environment and ensuring ongoing progress and well-being for all residents.

Our Quality of Life Initiative Stakeholder Meeting:

On Thursday, June 20, Bill Ray led an insightful discussion during our Quality of Life Initiative stakeholder meeting. Using a detailed PowerPoint presentation, Bill reviewed the QoL survey results, sparking questions about the transparency of Town finances, the survey's design, and the statistical validity of the results. A key point of discussion was the challenge many residents face in participating in surveys and public processes due to their busy schedules.

We emphasized the Town's commitment to refocusing on our core essential services, ensuring they are performed effectively, and improving the maintenance of our public parks, assets, infrastructure, facilities, and capital projects. The meeting concluded with a commitment to proactive communication and engaging with residents on their terms. We aim to better understand and address the needs and concerns of our Community through transparent dialogue and collaborative efforts. We remain dedicated to actively listening to all feedback and fostering a community-centered approach in Eagle.

Economic Development:

East Eagle Financing Infrastructure and Commercial Linkage Study Update:

Sarah Dunmire and Andrew Knudtsen with EPS will be visiting in person on August 13 to present their findings on the commercial linkage fee and infrastructure strategy at our Town Council meeting. This session will be a pivotal opportunity for the Council to provide feedback and comments, which will be instrumental in shaping EPS's draft work. We are eager to engage in this collaborative dialogue and gather valuable insights to drive our ongoing projects forward.

In line with our commitment to fostering economic growth, we are also evaluating the implementation of a Commercial Linkage Fee specifically designed to support affordable housing in the Town of Eagle. This Initiative is intended to work in tandem with the existing Local Employee Residency Program (LERP), which focuses on residential housing. The proposed fee will be calibrated to market conditions and land-use patterns by linking commercial development with affordable housing efforts, underscoring the Town's proactive approach to meeting the housing needs spurred by commercial growth.

Outreach & Meetings: *This report will overview recent participation in community outreach opportunities and regional and project-specific meetings. These events offer valuable opportunities to collaborate with stakeholders, stay informed on the latest developments, and contribute to the local Community.*

East Eagle Sports Complex Update:

On Thursday, June 20, I participated in the East Eagle Sports Complex committee meeting at the Slifer House in Eagle. The stakeholders in attendance included Michael McCormack, Timothy Haley, Eric Eves, Cara Connolly, and Shelly Bellm.

The primary topic of discussion was Vail's acceptance of a \$55 million proposal to redevelop the Dobson Ice Rink Facility, slated to begin in November 2025, with a projected completion in the fall of 2026. The Council has committed one million dollars to support the establishment of a temporary or permanent ice rink in the Eagle or Eagle Vail areas during this transition.

Looking ahead, the group plans to meet with Mike Imhof from the Vail Valley Foundation and Craig Cohan from Vail Health to discuss the possibility of using the Eagle property for YouthPower365 offices, an early childhood preschool, and additional sports facilities. Our discussions also included the potential for integrating affordable housing initiatives into the development plan.

The focus of our efforts remains on enhancing the East Eagle Sports Complex. These discussions highlighted the active exploration of collaborations and partnerships to maximize the project's benefits.

The collective goal is to identify and implement strategies to ensure the East Eagle Sports Complex serves the best interests of all stakeholders involved.

Update on Abrika Discussions:

We are continuing our discussions with Brandon Cohen and Michael Hood from Abrika, concentrating on several pivotal topics: the Brush Creek Road extension, partial release of the performance guarantee, vesting of property rights, and financial contributions to the Grand Avenue project. Our collaborative efforts are geared towards identifying effective strategies and alternatives to advance these crucial initiatives, ensuring the progress and development of our community infrastructure.

WORK SESSIONS:

To help the Town Council keep track of upcoming work sessions, below is a table of topics to discuss over the next several months. Preparing in advance is helpful since it takes planning to execute a work session. Staff will keep this table in this report and make changes as needed. The topics are subject to change:

Date	Topic
February 6, Work Session	<i>EVC priorities and goals for 2024</i>
March 5, Work Session	<i>Eagle Quality of Life Initiatives</i>
April 2, Work Session	<i>Canceled</i>
May 7, Work Session	EVTA – Tanya and Scott will present an update on EVTA
June 4, Work Session	Grand Avenue Project Overview and Bill Ray - Quality of Life Survey Report Out
July 2, Work Session	
August 6, Work Session	MEAC check-in with Council to clarify their role
September 3, Work Session	
Request for Additional Work Sessions	Topic



To: Mayor Turnipseed and Town Council

From: Sydney Dynek, Planner, Community Development

Date: June 25, 2024

Agenda Item: Resolution 40, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado
Approving a Special Use Permit for Marijuana Medical Retail with Optional Cultivation Premises.

REQUEST:

For Town Council to table this application so staff can bring it back to the Planning and Zoning Commission for a procedural correction.

BACKGROUND:

Staff received an application for a special use permit (SUP) from Sweet Leaf Pioneer to cultivate medical marijuana, which was presented to the Planning Commission on June 4, 2024, at which time the Planning Commission recommended approval of the application. Shortly after the Planning Commission hearing, legal counsel informed staff that a property can only have one SUP at a time, a factor not reflected in the Land Use and Development Code. The 2018 SUP covers the full operation at Sweet Leaf, including recreational cultivation but not medical cultivation. The current file has up until this point been processed as a separate SUP. Upon recommendation from legal counsel, the application is being returned to the Planning Commission to address the procedural correction, consolidating the two special use permits into one permit. Staff will then present the SUP to the Town Council for a final decision.

ANALYSIS:

Analysis of the proposed application and a link to the Planning Commission staff memo will be provided at the upcoming public hearing for the Town Council.

COMMUNITY INPUT:

All public comment will be presented at the upcoming public hearing.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Analysis of the application against the Strategic Plan will be included in the future staff report to Town Council.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **table** Resolution 40, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Special Use Permit for Marijuana Medical Retail with Optional Cultivation Premises.

ATTACHMENTS

None.



To: Mayor Turnipseed and Town Council

From: Jessica Lake, Planner, Community Development

Date: June 25, 2024

Agenda Item: Ordinance 07, Series 2024, An Ordinance of the Town Council of the Town of Eagle, Colorado Approving an Amended Final Plat, Known as Haymeadow Filing 1, Fourth Amendment

REQUEST:

For Town Council to approve the 4th amendment to Haymeadow Filing 1, Final Plat.

BACKGROUND:

In May 2019, Abrika Properties LLC received approval for the Filing 1 Final Plat and associated Subdivision Improvements Agreement (the "SIA") for a residential subdivision within a portion of Haymeadow Neighborhood A-1. Since 2019, Abrika Properties has received approval for three subsequent amendments to the Filing 1 Final Plat.

The 1st Amendment to the Filing 1 Final Plat was approved by Town Council on January 12, 2021. The purpose of this amendment was to reflect as-built utilities and other minor adjustments.

The 2nd Amendment to the Filing 1 Final Plat was approved by Town Council on July 12, 2022. The purpose of this amendment was to adjust the property line between RMF-1 and RMF-2. This application was submitted as part of the larger Development Permit application for these two multi-family parcels.

The 3rd Amendment to the Filing 1 Final Plat was approved by Town Council on August 23, 2022. The purpose of this amendment was to resubdivide Lots 9-15 and Tract F. Filing 1 initially created five duplex lots, this amendment adjusted the lot lines and created seven single-family lots.

This application represents the fourth (4th) Amendment to the Filing 1 Final Plat. The purpose of this application is to vacate four easements that are no longer required as part of the development and to dedicate three new easements. The newly dedicated easements are for utilities and public access.

ANALYSIS:

Per the Municipal Code, final plats and amended final plats, are recommended by the Planning and Zoning Commission and decided on by Town Council. The Code requires that Council approve final plats via Ordinance, instead of Resolution. Staff's full analysis is available in the [staff report](#) for the June 18, 2024 Planning & Zoning Commission meeting.

Planning & Zoning Commission Motion:

The Planning & Zoning Commission held a public hearing on June 18, 2024, and approved Resolution 01, Series 2024 recommending approval of an Amended Final Plat, known as Haymeadow Filing 1, 4th Amendment.

COMMUNITY INPUT:

Notice was provided, according to Section 4.17.050 of the Land Use Code. Staff has not received any letters of public comment as of June 21, 2024.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The final plat does not specifically align with any of the major objectives or goals in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **approve** Ordinance 07, Series 2024, An Ordinance of the Town Council of the Town of Eagle, Colorado Approving an Amended Final Plat, Known as Haymeadow Filing 1, Fourth Amendment.

ATTACHMENTS:

- Application & Narrative
- Draft Final Plat
- Preliminary Plan ([LINK](#))
- Filing 1 Final Plat ([LINK](#))
- Filing 1 Subdivision Improvement Agreement ([LINK](#))
- Ordinance 07, Series 2024



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
EMAIL: PLANNING@TOWNOFEAGLE.ORG
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☐ Preliminary Plan
☐ Rezoning	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☒ Final Plat
☐ Temporary Use Permit	☐ PUD Zoning Plan	☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	☐ PUD Development Plan	☐ Condominium / Townhouse
☐ Encroachment Permit		☐ Minor Subdivision
☐ Wireless Communications Facility		

PROJECT NAME Haymeadow Filing 1 - 4th Amendment

PRESENT ZONE DISTRICT _____ **PROPOSED ZONE DISTRICT** _____
(if applicable)

LOCATION

STREET ADDRESS Multiple

PROPERTY DESCRIPTION

SUBDIVISION Filing 1 **LOT(S)** _____ **BLOCK** _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE _____

Easements to RMF-1A and added electrical easement

APPLICANT NAME Michael Hood **PHONE** (970) 331-4492

ADDRESS P0 Box 9091, Avon, CO 81620 **EMAIL** michael@rangeconsultingllc.com

OWNER OF RECORD Abrika Properties **PHONE** (970) 331-4492

ADDRESS 8250 SW 27th Ave, Ocala, FL 34476 **EMAIL** Brandonhcohen@gmail.com

REPRESENTATIVE* _____ **PHONE** _____

ADDRESS _____ **EMAIL** _____

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

- ☒ Applicable fees and deposits.
- ☒ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☒ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☒ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☒ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.

Signature

4/18/24

Date

FOR OFFICE USE ONLY

DATE RECEIVED _____ BY _____ FILE NUMBER _____
REVIEW FEE _____ DATE PAID _____ RECEIVED BY _____
DATE CERTIFIED COMPLETE _____ BY _____
P&Z HEARING DATE _____ DECISION _____
TC HEARING DATE _____ DECISION _____



Building A Platting Application for
Haymeadow Parcels RMF-1A
Application Narrative
April 3, 2024

ABRIKA Properties, LLC
8250 Southwest 27th Avenue
Ocala FL 34476

Haymeadow Project Team

Property Owner:

Abrika Properties, LLC
8250 Southwest 27th Avenue
Ocala Fl 34476

Owner's Contact

Michael Hood
Range Consulting
PO Box 909
Avon, CO 81620

Land Use Attorney:

Wear Travers Perkins LLC
97 Main Street Suite E 202
Edwards CO 81632

Surveyor:

SGM
18 W. Sixth Street, Suite 200
Glenwood Springs, CO 81601

Background

The RMF-1 Major Development Permit was approved by Town of Eagle on July 12, 2022. The approval included 76 units for development. In the approval the Developer committed to 9 LERP units and 11 Resident Occupied Units in all of RMF-1. The final plat conforms with the Filing 1 Preliminary plan by maintaining the access points defined in Filing 1 preliminary plan. It is also in conformance with no deviations from the major development permit for RMF-1 (DR22-01). The Developer acknowledges that the development complies with all applicable technical standards and specifications.

RMF-1

Now known as 7 Hermit Condos, Parcel RMF-1A is addressed as 91 Mt. Hope Circle. The parcel is designated as multi-family by the PUD Guide and Haymeadow Filing 1 Final Plat. The 7 Hermit Condos includes seventy-six dwelling units in seven buildings. All seventy-six units are for sale, which satisfies condition of approval #13 in ordinance 13-2021.

The Development is in full compliance with the PUD Guide development standards. No design variances were requested. Parking is in compliance with town requirements and includes enclosed individual garages and surface parking spaces. The Alpine Engineering site plan includes a full parking compliance summary. The plan is in full compliance with all of the requirements in Land Use Development Code, such as parking spaces, impervious surfaces, lot coverages, density per acre, LERP units, signage, landscaping and irrigation. While this is only the first building, when completed this property will be in excess of the LERP and RO units committed to with the Major Development Permit application, this commitment was 9 LERP units and 11 RO Units. There will be three LERP units in Building A split with one unit as a two bedroom and two units that are one bedroom: A101, A102 and A103.

Construction Drawings and Specifications

The construction drawings and specifications are on file with the Town of Eagle Building Department, please reference:

Building A: 22TEGL-5796

Building B: 22TEGL-5797

Building C: 22TEGL-5798

Building D: 22TEGL-5799

Building E: 22TEGL-5800

Building F: 22TEGL-5801

Building G: 22TEGL-5802

Final Reports and Studies

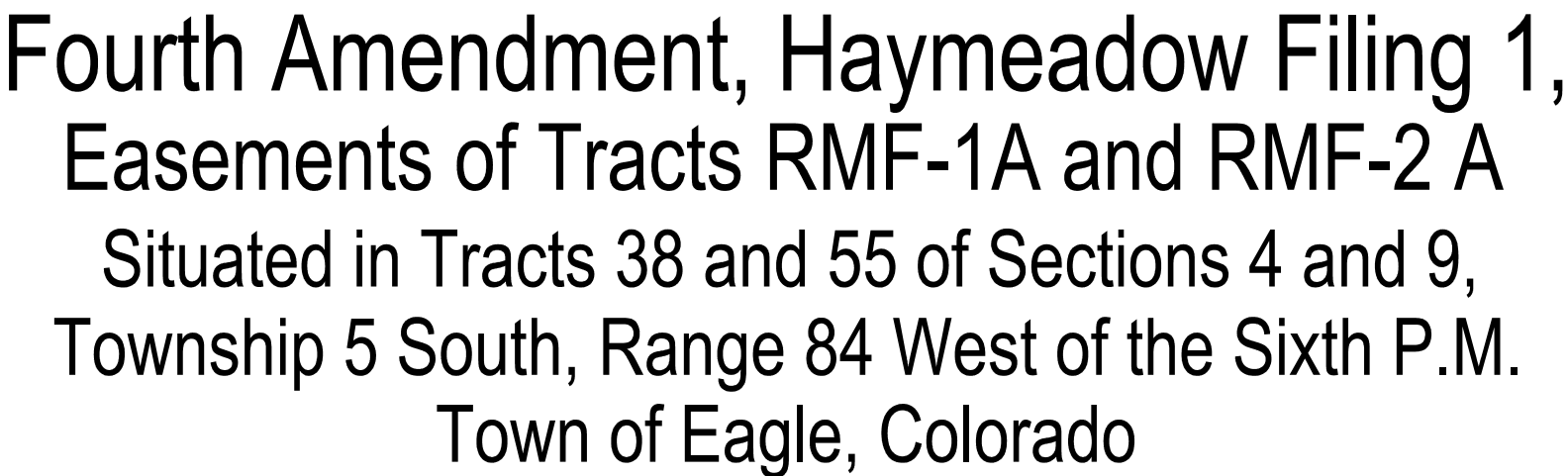
The Haymeadow PUD approval addressed all the traffic studies, utility impact reports, drainage plans, and the soils reports were submitted with the Major Development Permit for this parcel. This project is in compliance with all of the previous approvals.

Haymeadow Filing 1 included installation of all necessary public utilities to serve the property and make it development ready. All utilities have been completed and accepted by the Town of Eagle with RMF-1 under a grading permit. The access has been completed per the construction drawings. The access drives, parking areas and building layouts have been designed to meet the requirements of the Greater Eagle Fire Protection District and the standards of TOE Code Section 4.07.150. The building plans show the appropriate fire control systems.

Schedule and Phasing

In Ordinance 13-2021, there was a condition of approval #11 stated that Haymeadow to start construction on 72 units within 36 months of the approval. The developer has met the criteria in Ordinance 13-2021 by starting the construction of 76 units within 16 months of the approval.

The buildings are being phased for turnover and there will be a condo map application for each building.



Know all men by these presents that we, Abrika Properties LLC, the undersigned, being sole owner(s) in fee simple of all that real property described as follows:

containing 1.28 Acres (55,772 square feet), more or less. Hovey by these presents laid out, platteed and subdivided the same into lots and tracts as shown on this final plat under the name and name of Haymeadow Filing 1, Fourth Amendment, A Lot in Adjustment of Tracts RMF-1A and RMF-2A, and the said subdivision is shown on the accompanying plat. The County of Garfield, Colorado, hereby certifies that the responsibility for the completion of all required public improvements and places as shown on the accompanying plat to the use of the public forever, and do hereby dedicate those portions of said real property which are created as easements on the accompanying plat to the public forever and the said purposes shown for the Subdivision, and further, hereby grant the right to install and maintain all said public utility structures to the entity responsible for providing the services for which the easements are established.

P.O. Box 772289
Orlando, FL 34777

Notary Public

Tract RMF-1A Haymeadow Filing 1, Second Amendment, a Lot Line Adjustment of Tracts RMF-1 and RMF-2 of the Haymeadow Subdivision Filing 1, according to the plat recorded September 2, 2022 under Reception No. 202214557, and the Correction Plat recorded February 3, 2023 under Reception No. 202301503, County of Eagle, State of Colorado. Town of Eagle, County of Eagle, State of Colorado.

containing 5.084 Acres (221,469 square feet), more or less. Have by these presents laid out, platted and subdivided the same into lots and tracts as shown on this final plat under the name and style of Homesideow Filing 1, Fourth Amendment, A Lot Line Adjustment of Tracts in the NE 1/4 of Section 36, Township 36N, Range 12E, Meridian 10W, T36N, R12E, M10W, 10th Principal Meridian, State of North Dakota, and the undersigned hereby accept the responsibility for the completion of all required public improvements and places as shown on the accompanying plat to the use of the public forever, and do hereby dedicate those portions of said real property which are created as easements on the accompanying plat to the public forever for the purposes stated on the accompanying plat. Subdivided and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

P.O. Box 772289
Orlando, FL 34477

Notary Public

Alpine Bank, a Colorado Banking Corporation, beneficiary under that certain Deed of Trust dated May 18, 2023 and recorded May 19, 2023 as Reception No. 202305385 in the Office of the Clerk and Recorder of Eagle County, Colorado, as amended and supplemented from time to time, for itself, its successors and assigns, hereby approves, joins, and consents to the dedications made in this plat affecting the property encumbered by the Deed of Trust.

Town of Eagle, Colorado, this _____ day of _____, 2024, for filing with the Clerk and Recorder of Eagle County, Colorado, and for conveyance or dedication to the Town of Eagle the public dedications shown herein; subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets, easements dedicated to the Town of Eagle as specifically agreed to by the Town Council of the Town of Eagle. Further, approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown herein are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required permits for all improvements, including, but not limited to, landscaping, curbs, gutters, sidewalks, road lighting, road sign, flood protection structures, drainage structures, and all other improvements that may be required, shall be the responsibility of the owners designated herein and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Town Council.

Scott Turnipseed, Mayor

Jenny Rakow, Town Clerk

NOTES:

4. Units of linear measurements are displayed in US Survey Feet.

5. The property shown herein is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. Plottable matters are shown hereon. This survey does not represent a title search by this surveyor to determine ownership, to discover easements or other encumbrances or restrictions of record, or to determine the validity of ownership and other encumbrances of record has been taken from the Haymeadow Field #1, Second Amendment, Reception Number 202214557; those depicted in the Correction to Haymeadow Field #1, Second Amendment, Reception No. 202301503; as well as the Schedule B Part 2 exceptions recited on Title Commitment No. VB50071770-04 provided Land Title Guaranty Company, Inc. is not providing a title commitment. All easements of record as set forth in Schedule B, Part II of the aforementioned title commitment are shown in this Plat except for the easements created by the instruments contained in the following listed Schedule B, Part II exceptions, which easements are not plottable based upon the legal descriptions set forth in the instruments creating such easements:
- a. Exception 34: EASEMENT AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED FEBRUARY 23, 2023 UNDER RECEPTION NO.202302187.
 - b. Exception 37: EASEMENT RECORDED MAY 16, 2023 UNDER RECEPTION NO. 202305174.
 - c. Exception 39: HOLY CROSS ENEASEMENT UNDERGROUND RIGHT-OF-WAY EASEMENT RECORDED MARCH 18, 2024 UNDER RECEPTION NO. 202402837.
 - d. Exception 40: HOLY CROSS ENEASEMENT UNDERGROUND RIGHT-OF-WAY EASEMENT RECORDED MARCH 18, 2024 UNDER RECEPTION NO. 202402838.

7. All Tracts located within this plat of the Fourth Amendment, Haymeadow Filing 1, Easements of Tracts RMF-1A and RMF-2 A are subject to the Town of Eagle, Colorado Resolution No. 7 (series of 2021) recorded at Reception No. 202114804, the Town of Eagle, Colorado Resolution No. 12 (series of 2021) recorded at Reception No. 2021011274 and the First Amended PUD Guide for the Haymeadow Planned Unit Development recorded at Reception No. 202114805.

8. Abbreviations: Aluminum = Alum.; Angle Point = AP; Center line = CL; Diameter= dia.; Land Surveyor = LS; Metropolitan = Metro; Public Land Survey System = PLSS; Principal Meridian = P.M.; Reception Number = Reception No. or Rec.No. or Rec.; Tract = TR; Utility Easement = EU; United States Government Land Office= USGLO;

9. This subdivision is subject to the Declaration for Haymeadow recorded January 27, 2023 under Reception No. 202300905 and First Amendment to Declaration for Haymeadow recorded February 9, 2024 under Reception No. 202401382.

10. Easements depicted as vacated hereon have been replaced by the Public Access & Utility Easements being noted as dedicated hereon.

11. Parcel dimensions shown hereon reflect both record and measured bearings and distances.

12. Abrika Properties, LLC hereby grants a perpetual, nonexclusive easement on, over, under, across and through the area designed within Tract RMF-2A on this Plat as "10.00" Utility Easement Dedicated by this Plat" for the benefit of public utility providers and the Town of Eagle for the purpose of installing, constructing, operating, maintaining, repairing, and replacing such above and below-ground facilities as are necessary to supply utility service to the property described in this Plat.

13. 7 Hermit Condos, LLC hereby grants a perpetual, nonexclusive easement on, over, under, across and through the area designed within Tract RMF-1A on this Plat as '10.00' Utility Easement Dedicated by this Plat' for the benefit of public utility providers and the Town of Eagle for the purpose of installing, constructing, operating, maintaining, repairing, and replacing such above and below-ground facilities as are necessary to supply utility service to the property described in this Plat.

14. Abrika Properties, LLC, and 7 Hermit Condos, LLC hereby serve upon themselves and their respective successors and specific assigns, and grant on, over, across and through the area designated on this Plat as 'Public Access & Utility Easement Dedicated by this Plat' the following perpetual, nonexclusive easements, as follows (i) to the public for vehicular and pedestrian access; (ii) to the public for use of a recreational playground area existing or to be constructed therein (the 'Playground') and only the designated parking spaces immediately adjacent to the Playground only while using the Playground, which easement expressly excludes access to those parking areas designated in the future as limited common elements of the condominium project(s) to be constructed upon the property described in this Plat as will be shown on any condominium map applicable to such condominium project(s), and as such condominium maps may be amended and supplemented from time to time; and (iii) for the benefit of public utility providers and the Town of Eagle for the purpose of installing, constructing, operating, maintaining, repairing, and replacing such above and below-ground facilities as are necessary to supply utility service to the property described in this Plat.

I, Scott A. Hemmen, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, that this subdivision plot is a true, correct and accurate representation of the actual ground conditions of the 1, Eastside of Trout Creek, Section 36, Township 36N, Range 10W, and Meridian 10W, that said survey was made from an accurate and true survey of said property by me and under my supervision and accurately shows the location and dimensions of the lots, easements and rights of way of said plot as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that I am not providing this information for the purpose of creating a warranty of belief, that such plot has been prepared in accordance with applicable standards of practice, and that such plot is not a guaranty or warranty, either expressed or implied.

In Witness Whereof, I have set my hand and seal this _____ day of _____, A.D., 2024

Colorado Licensed Professional Land Surveyor
Scott A Hemmen
License Number 38182
for and on the behalf of SGM

Land Title Guarantee Company does hereby certify that it has examined the title to all lands shown on this plat of Fourth Amendment, Haymeadow Filing 1, Easements of Tracts RMF-1A and RMF-2 A Town of Eagle, County of Eagle, State of Colorado., and that title to such lands is vested in:

7 Hermit Condos, LLC, a Colorado Limited Liability Company and Abrika Properties LLC, and is free and clear of all liens, and encumbrances, except as follows:

Executed this _____ day of _____, 20____

Title Examiner

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of

_____ upon all parcels of real estate described on this plat of the
Fourth Amendment, Haymeadow Filing 1, Easements of Tracts RMF-1A and RMF-2 A, are paid in full.

Dated this _____ day of _____, A.D. 2024.

Treasurer of Eagle County, Colorado

This plat of the Fourth Amendment, Haymeadow Filing 1, Easements of Tracts RMF-1A and RMF-2 A, was filed for record in the office of the Eagle County Clerk

and Recorder at _____o'clock _____.M. on the

day of _____, 2024, and is duly recorded at _____

Reception No. _____

EAGLE COUNTY CLERK & RECORDER

By: _____
Deputy

Declarations or Protective Covenants are filed in Book _____ at Page _____, as Document No. _____.

Fourth Amendment, Haymeadow Filing 1,
Easements of Tracts RMF-1A and RMF-2 A
Situated in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Colorado

Fourth Amendment

Sheet No

Of: 2

Graphic Scale

0 25 50 100

In U.S. Feet : 1" = 50'

Fourth Amendment, Haymeadow Filing 1,
Easements of Tracts RMF-1A and RMF-2 A
Situating in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Colorado

[illegible]

#	Revision	Date
1		
2		
3		
4		
5		
6		
7		
8		

2016-277,003
 Drawn by: JCE
 Date: 240603
 Approved: PLS: SAH
 File: 4thAmendPLR_RMFI-2

Sheet No. **2**

Of : **2**

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 07
(Series of 2024)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN AMENDED FINAL PLAT, KNOWN AS HAYMEADOW FILING 1,
FOURTH AMENDMENT

WHEREAS, Abrika Properties, LLC ("Abrika") owns the real property described as Tract RMF-2A as depicted on the correction plat of the Haymeadow Subdivision Filing 1, Second Amendment, situated in Tracts 38 and 55 of Sections 4 and 9 in the Town of Eagle, Colorado (the "Abrika Property");

WHEREAS, 7 Hermit Condos, LLC ("7 Hermit") owns the real property described as Tract RMF-1A as depicted on the correction plat of the Haymeadow Subdivision Filing 1, Second Amendment, situated in the Town of Eagle, Colorado (the "7 Hermit Property");

WHEREAS, Abrika and 7 Hermit jointly filed an application for approval of a final plat known as the 4th Amended Filing 1 Final Plat, to plat and dedicate new easements in the Abrika Property and the 7 Hermit Property (the "Application");

WHEREAS, at a properly noticed public hearing on June 18, 2024, the Planning and Zoning Commission reviewed the Application, heard comments from the Property Owner, Town staff and the public and recommended that the Town Council approve the Application with conditions; and

WHEREAS, at a properly-noticed public hearing on June 25, 2024, the Town Council reviewed the Application and heard comments from the Developer, Town staff and the public were provided an opportunity to be heard on the Application.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Findings. The Town Council finds that the Application complies with the applicable criteria in Section 4.17.100.E. of the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Town Council approves the Application, subject to the following condition: Within 30 days of the date of Town Council's Ordinance, and prior to recordation of the Final Plat, Owner shall make technical corrections to the Application documents as directed by Town staff. The Town Planner may grant one administrative extension of this deadline of up to 30 days, upon good cause shown. Any further extensions must be authorized by the Town Council.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town

Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON JUNE 25, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and the Town Council

From: Nikki Davis, Economic Development & Housing Specialist

Date: June 25, 2024

Agenda Item: Resolution 43, Series 2024 “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Town of Eagle Economic Vitality Committee”

REQUEST: Staff requests the Town Council consider recommendations from the Economic Vitality Committee (EVC) and appoint five (5) members to serve within the advisory group.

BACKGROUND: Five seats within the EVC are scheduled to term on June 30, 2024. Staff received three notices to renew and four new applications from the community. Existing members Kim Goodrich, Kim Fritzler and Matt Felser are seeking reappointment. The new applicants include Dustin Flatt, Kelly Herzog, Joel Wallen and Timothy Haley. Timothy Haley has withdrawn his application.

Staff advertised for the upcoming vacancies through Town social media, Town of Eagle website, Eagle, Today and the Eagle Chamber of Commerce.

ANALYSIS: Per the committee’s bylaws, the EVC may provide recommendations to Town Council regarding the appointment of members. At a meeting held on June 20, 2024, the EVC motioned to recommend the following applicants:

- I. Kim Goodrich, Kim Fritzler and Matt Felser to be reappointed and each serve a two-year term.
- II. Kelly Herzog and Joel Wallen to be appointed as new members and each serve a two-year term.

The committee bylaws do reserve the right for the Town Council to vote on the appointment of members. The written ballots shall be followed by a motion to appoint the highest vote-getters and shall be public record.

COMMUNITY INPUT: No public comment was received.

BUDGET / STAFF IMPACT: No additional impacts to the Town budget. Staff continues to provide monthly administrative support to the EVC.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The EVC advises the Town Council and staff to achieve the Strategic Plan’s Major Objectives of stimulating economic vitality and development, improving community responsiveness and enhancing quality of life.

APPOINTMENTS: The attached Resolution 43, Series 2024 is in draft form pending Town Council’s decision. The final version will be presented for the Mayor’s signature following Town Council’s approval.

_____, _____, _____, _____, and _____ are hereby appointed to the Town of Eagle Economic Vitality Committee each with a term beginning July 18, 2024 and expiring July 31, 2026.

RECOMMENDED ACTION OR PROPOSED MOTION: Staff has provided two alternative motions for Town Council’s consideration:

- I. MOTION 1: A motion to **APPROVE** Resolution 43, Series 2024 “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Kim Goodrich, Kim Fritzler, Matt Felser, Kelly Herzog and Joel Wallen to the Town of Eagle Economic Vitality Committee”.
- II. MOTION 2: A motion to **APPROVE** Resolution 43, Series 2024 “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing _____, _____, _____, _____, and _____ to the Town of Eagle Economic Vitality Committee”.

ATTACHMENTS:

1. Resolution 43, Series 2024
2. [LINK](#) – Notices to Renew and Applications

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 43
(SERIES 2024)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING MEMBERS TO THE TOWN OF EAGLE ECONOMIC VITALITY COMMITTEE

WHEREAS, five seats on the Economic Vitality Committee term on June 30, 2024; and

WHEREAS, the positions to serve on the committee were advertised through Town social media, Town of Eagle website, Eagle Today and the Eagle Chamber of Commerce; and

WHEREAS, seven notices were received in interest for the positions by Kim Goodrich, Kim Fritzler, Matt Felser, Dustin Flatt, Kelly Herzog, Joel Wallen and Timothy Haley; and

WHEREAS, the Economic Vitality Committee met on June 20, 2024, to review and recommend three reappointments and two new members, each to serve a two-year term; and

WHEREAS, Article IV Section 2. of the Economic Vitality Committee Bylaws provides for the membership terms and appointment process by the Town Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO:

Section 1. That _____, _____, _____, _____ and _____ are hereby appointed to the Economic Vitality Committee, each to serve with terms beginning July 18, 2024, and expire on July 31, 2026.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on June 25, 2024.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Tom Gosiorowski, Public Works Director; and Brian Lieberman, OST Manager

Date: June 25, 2024

Agenda Item: Town of Eagle Dog Park Discussion and Direction

REQUEST: Staff requests that the Town Council provide input and direction for planning and improvements at the Eagle Dog Park.

BACKGROUND: The Town of Eagle Dog “Park” was initially developed as an “open area where dogs were permitted off-leash.” It was a partnership project, and the number of amenities was purposely limited because of budget and concerns about ongoing maintenance. Staff have continued to manage the area with that goal in mind.

Over the past couple of years, there has been growing feedback from the community and stakeholders about the Dog Park. With increased leash law enforcement and concern about off-leash dog impacts on wildlife in the winter, some community members have been pushing for better amenities at the park.

The Eagle Ranch HOA has received considerable community concern about the Dog Park and has suggested that the Town consider improvements. The HOA has expressed its willingness to collaborate on this project to provide assistance. However, the specific details of a potential partnership are currently unclear.

Last year, the Town Council allocated \$45,000 from the Capital Improvements Sales Tax Fund for improvements at the Dog Park. There seems to be some consensus that enhancements may be needed. However, staff would like to determine the extent of the improvements desired by the Council and the community.

ANALYSIS: Staff proposes using the \$45,000 allocated for the Dog Park in 2024 to initiate a planning process. This funding could be used to collect feedback from the community on the desired upgrades and to determine support for the project. It could also be used to hire a landscape architect or park planning professional to advise the Town on options for improvements at the Dog Park based on community and stakeholder feedback, existing conditions, wildlife concerns, and the budget.

Staff believes that the 2024 budget will not be able to accomplish any meaningful upgrades at the park. Even fencing in a small area could easily exceed that budget.

Staff are seeking guidance from the Council regarding support to initiate a planning process to determine desired improvements for the Dog Park and establish a budget.

COMMUNITY INPUT: Staff believes that additional community input should be collected for this project. The existing funding could be used to help gather feedback and to determine the overall scope of the project with a budget.

BUDGET/ STAFF IMPACT: Staff proposes using the \$45,000 allocated for the Dog Park in 2024 to collect community feedback and develop a project design and budget.

The Town of Gypsum recently built a dog park in Buckhorn. The park is about 0.65 acres and includes parking, a separate fenced area, and other amenities. The Total project cost was close to \$1 million. They ran into some substrate issues that added to the cost. However, materials and labor alone were around \$500,000- \$600,000.

A planning process will help identify the desired amenities for the Eagle Dog Park and establish a budget reflective of community input. It would also outline the costs for different types of amenities based on the level of investment.

Some smaller grant opportunities and partnerships would likely be available to assist the Town with funding this project. The proposed planning process could identify these opportunities and assist with obtaining these relevant grants.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Goal #3.12 from the 2021 Elevate Eagle Comprehensive Plan: “Pursue funding for park maintenance and enhancement and for the construction of new parks, including dog parks.”

RECOMMEND ACTION OR PROPOSED MOTION: None.

ATTACHMENTS: None.