Town Council
Tuesday, October 28, 2025
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 Camille Deering, Town Clerk, and will be included as part of the record. For technical difficulties, please email clerk@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams** Need help?

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For organizers: Meeting options | Reset dial-in PIN

CALL TO ORDER - 6:00 PM

ROLL CALL

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

PUBLIC COMMENT *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.*

PRESENTATIONS - 6:05 PM *Prescheduled presentations from the public are limited to 5 minutes. Invited presentations are limited to 10 minutes. Prior arrangements for presentations are made with the Town Clerk. The Council cannot appropriate funds or waive fees in response to a presentation.*

1. Eagle Valley Community Foundation
2. Eagle Valley Library District, Tegan Davis

CONSENT AGENDA - 6:25 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
2. 2026 MEAC Funding Requests Proposed Allocations

STAFF REPORTS *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Q3 2025 Financials
3. Q3 2025 Capital Projects Report

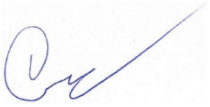
BUSINESS ITEMS - 6:30 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: 2025 & 2026 Operating and Capital Budget Presentation
2. Affordable Housing Accelerator Project (AHAP)
    a. Ordinance 11, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Title 4 of the Town Code to Create a Fast-Track Review Process for Affordable Housing Projects, Adding a New Section to Chapter 4.17 of the Land Use and Development Code and Repealing and Replacing Section 13.14.030 of the Building Code."
    b. Resolution 68, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Accepting the Land Inventory Analysis and Affordable Housing Funding Strategy Developed Through the Affordable Housing Accelerator Project."
3. Resolution 69, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Grand Avenue Corridor Plan as a Guidance Document to Inform Future Project Phases, Development Review, Access Management, Landscaping, and Necessary Right-of-Way Acquisition Along the Grand Avenue Corridor."
4. Approval of Old Town Hall Purchase and Sale Agreement
    a. Ordinance 12, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Authorizing the Sale of Town Owned Property Located at 112 West 2nd Street in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property and Authorizing the Town Manager to Sign Documents on Behalf of the Town That Are Necessary to Consummate the Sale of the Property."
5. PUBLIC HEARING: Eagle Meadows Annexation No. 1 and No. 2 (File #AN24-01) (*Withdrawn by applicant)*
    a. Resolution 70, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Eagle Meadows Annexation No. 1 And No. 2)"
    b. Resolution 71, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Associated Annexation Agreement to the Eagle Meadows Annexation No. 1 And No. 2"
    c. Ordinance 13, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel A of Eagle Meadows Annexation No. 1 and No. 2)"
    d. Ordinance 14, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel F of Eagle Meadows Annexation No. 1 and No. 2)"

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 - 8:05 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.



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Camille Deering
Town Clerk

PUBLIC WIFI – Town of Eagle Public Wi-Fi

EVCF Update

EAGLE VALLEY COMMUNITY FOUNDATION

THE COMMUNITY MARKET

MIRA

ELEVAR

EAGLE VALLEY
COMMUNITY
FOUNDATION

10TH ANNIVERSARY

Celebrating 10 Years of Community Impact.

Current Areas of Focus Include:

THE COMMUNITY MARKET

- Addressing food insecurity through healthy food access.
- Reducing food waste through recovery and repurposing.

MIRA

- Mobile Resource Community Center
- Health and wellness education, resources navigation and referrals.

ELEVAR

- Nonprofit leadership capacity building through fiscal sponsorship.
- Building community leadership among people of color through grant-making and education.

National Issues- Local Impact

National scale programs like SNAP and Medicaid shape the bedrock of support for low-income families. But without local access, bilingual outreach, and proactive enrollment assistance, many eligible residents remain underserved. Our work bridges that divide — turning national policy into real local impact.

- Because thousands of residents are eligible or underserved by SNAP/Medicaid, our mobile outreach, enrollment assistance, and bilingual navigation become essential to closing the gap.
- When national programs are disrupted (e.g., funding delays, policy changes) the ripple effect hits our town sooner and harder — increasing demand for our on-the-ground services.
- By connecting local residents to SNAP, Medicaid, and allied services, our programs (food access, health screenings, enrollment work) help stabilize families, improve health and reduce emergency demand.

The Community Market

The Community Market has scaled into a comprehensive food access network—combining dignity, nutrition, and community connection. From mobile markets to youth meals and advocacy, each initiative strengthens local resilience and health equity.

Programs

- **Core Food Access Programs**
  - Food Pantries
  - Mobile Markets
- **Family & Youth Support**
  - Early Childhood Snack/Closet Program
  - Youth Programs
  - Totes for Hope
  - School Lunch Debt Repayment
- **Senior & Community Care**
  - Senior Meals Program
  - Holiday Food Baskets
  - Homeless Backpacks
- **Sustainability & Food Recovery**
  - RECOVER (Food Rescues)
  - Community Composting and Sustainability Program
  - TCM Gardens
- **Community Engagement & Advocacy**
  - Advocacy
  - Volunteer Program
  - Community Promotion & Events
  - Hunger Action Month:
- **Education & Empowerment**
  - Cooking Classes
  - Food Gift Cards
  - Diaper & Hygiene Distribution

THE COMMUNITY MARKET

Impact Statistics In Various Communities

	Overall	Gypsum	Edwards	Avon	Eagle	Vail	Other (El Jebel, On housed, group programs)
Percentage of People Served	100%	30.5%	20.3%	14.3%	11.9%	2.8%	20.2%
Weekly Visitors	4029	1228	818	576	481	112	814
Food Cost- FY2025	$636,357	$194,382.89	$129,181.47	$90,003.05	$75,724.48	$17,818.00	$128,558.11

Understanding Our Impact

- **Over 70% of respondents reported being employed part-time or full-time, indicating that food insecurity persists even among working households.**
  - This aligns with broader regional trends showing the high cost of living and limited affordable housing as key stressors.
- **Customers overwhelmingly highlighted TCM's positive effect on their quality of life:**
  - Reduced stress about food was the most frequently mentioned benefit.
  - Improved nutrition for families ranked second.
  - Many respondents also said TCM helped them better manage health conditions by providing access to nutritious food.
- **Overall satisfaction is extremely high — over 90% rated TCM 4 or 5 out of 5.**
  - Many open comments praised staff friendliness, food quality, and accessibility, reflecting the organization's community-centered approach.
- **When asked about their biggest challenges, respondents most frequently cited Food, Housing, Employment, Health**

THE COMMUNITY MARKET

Mobile Intercultural Resource Alliance

- **MIRA is a 40-foot mobile resource center bringing health, education, and social services directly to Eagle County neighborhoods and workplaces. In FY25, a second bus was acquired and retrofitted to expand reach and capacity.**

- **Core Mobile Services**
  - Mobile Units
  - Community Health Workers
  - Outreach & Promotion
- **Health Access & Education**
  - Health Screenings
  - Vision Screenings
  - Oral Screenings
  - Immunizations
  - Health Education
- **Behavioral Health & Well-Being**
  - MIRA Esperanza
  - Behavioral Health Program
  - Wellness Workshops
  - Women's Health Summit
- **Family & Youth Programs**
  - Children's Wellness Fair
  - Early Childhood Resources
  - Older Adults Programming
  - Posadas
- **Resource Navigation & Basic Needs**
  - Health Insurance Enrollment
  - SNAP Enrollment
  - Energy Efficiency Programs
  - Housing Support
  - Homelessness Outreach
- **Community Leadership & Innovation**
  - Microgrants
  - Training & Leadership
  - Wellness Fair
  - Conference Participation

MIRA

Impact Statistics

Category	Total	Detailed Breakdown

Operations	2,636	• 2,636 MIRA Bus Visits
		  ◦ Over 5,000 Household Members Served
		• 48 weeks of operations
		  ◦ (4 days/week)
		• Second Bus Secured and Launched

Outreach	36K	• 32,900 people reached on social media ◦ 2,900 followers • 4,382 people reached in events

Referrals & Connections	8,915	• 7,918 Referrals and Connections
		  ◦ 728 Medical Referrals
		  ◦ 382 Health Insurance Enrollments
		  ◦ 219 Financial Assistance Programs
		  ◦ 181 Food and Nutrition Support
		  ◦ 116 Dental Programs
		• 896 COVID-19 and Flu Vaccines
		• 111 Community Health Screenings

Understanding Our Impact

- **Top Barriers:**
  - Financial barriers to care and resources
  - Language and information gaps
  - Transportation
  - Legal concerns
- **Health & Wellness:**
  - 59% struggle with high insurance costs; majority surveyed were uninsured
  - 37% face financial barriers to mental health services
  - Only 14% have access to Latino or Spanish-speaking providers
- **Housing & Food:**
  - 64% struggle with housing costs; 40% experience overcrowding
  - 57% need housing assistance
- **How Residents Seek Help:**
  - 64% rely on family/friends
  - 45% turn to community organizations (e.g., MIRA)
  - 53% report lack of information as main barrier
- **Key Takeaway:**
  - MIRA's neighborhood-based, culturally responsive model continues to fill critical gaps in access, trust, and care—reaching residents where they are and improving community health outcomes.

Elevar

Elevar, the newest initiative of EVCF, elevates local leaders by helping them excel personally and professionally. The program empowers people of color and individuals from low-income backgrounds who are creating or growing projects, social enterprises, or nonprofit organizations that strengthen our community.

- **Program Highlights**
  - **Collaborative Leadership:** Guided by a diverse Steering Committee that shapes leadership development and community investment priorities.
  - **Targeted Support:** Provides grant funding, mentorship, and technical assistance to help emerging leaders build sustainable ventures.
    - **Curriculum:** Annual entrepreneurship cohort delivers intensive training through a specialized curriculum developed with Colorado Mountain College (CMC)
      - Focus on business planning, financial management, storytelling, and leadership growth.
    - **Monthly Public Workshops:** Open to all community members—over 50 attendees each month—expanding access to learning and networking.

The Elevar Steering Committee

- Cecilia Galardo, Finance and Accounting (Edwards)
- Bibiana Rivero, Babysitter Service, Quality Clean Laundry Service, and BibiArt (Edwards)
- Luz Parra, Cromma Owner (Avon)
- Cindy Ramos, Housekeeper and Babysitter (Avon)
- Deisy Vazquez, Majestic Cleaning Owner (Gypsum)
- Rocio Martinez, Gula Wellness Owner (Gypsum)
- Israel Sollis, Stanton Engineering Solutions, Inc. (Gypsum)
- Simone Lybarger, Violet Light Owner (Eagle)

ELEVAR

The First Elevar Entrepreneurial Cohort

Name of Business	Business Description
EG Multimedia Design	Marketing & Design
Elevated Engravings	Retail Custom Awards & Gifts
Gula Wellness & Grow N'Go	Herbal Apothecary
Nourish: Mind and Body	Nutrition & Coaching
MAS Color	Disability Advocacy
Yuli's Berries	Chocolates & Desserts
JHOVA	Video Production

Newest Elevar Cohort

Name of Business	Business Description
Elite HVAC (Eagle)	Ductless cooling solutions
Helping Hands Vail Valley (Eagle)	Family care services
Las Arepas De La Abuela (Eagle)	Authentic Colombian cuisine
Noche Latina EC (Eagle)	Latin dance events
Pure Sense (Gypsum)	Sustainable Colombian coffee
Sabia Y Fuerte (Avon)	Menopause wellness empowerment
Sazon y Mas (Avon)	Traditional corn tortillas
The Tea Party (Eagle)	Community tea room
Village Barbershop (Minturn)	Local grooming hub

Impact Statistics

- 100% of participants reported a positive community impact through employment, local partnerships, nonprofit collaboration, or cultural engagement.
- 90% of participants described Elevar as “life-changing,” “amazing,” or “transformative.”
- 80% of graduates report continued business operation and growth since completing Elevar.
- 70% of businesses have established new community partnerships, often collaborating with schools, nonprofits, or local governments.
- Over half (≈60%) of graduates have hired staff, contractors, or family members, directly contributing to Eagle County’s local workforce.
- 50% identified financial sustainability as their top challenge, noting barriers in access to capital, marketing capacity, and operational systems.
- 40% are pursuing new funding or grants, with several exploring 501(c)(3) or LLC transitions for long-term growth.

ELEVAR

Date: 11-20-24
$ 5,000.00
EAGLE VALLEY COMMUNITY FOUNDATION
Pay to the order of Nourish Mind & Body
Five Thousand and 00/100 Dollars
FOR ELEVAR Graduation

The Community Market & The Town of Eagle

- **Instilling the spirit and heart of a loving, connecting, community through all of the programs of Eagle Valley Community Foundation, is a benefit to every resident and guest in Eagle and the entire Eagle River Valley. The number of volunteers and generous donors from Eagle helps us increase our capacity and is a testament to the belief in caring for neighbors.**

- **Town of Eagle residents account for 11.9% of total Community Market customers last year.**
  - In FY25, we spent over $75,724.48 to feed Town of Eagle residents.
  - 3 of 16 days of operation per month or 19% of the MIRA bus resources are dedicated to Town of Eagle residences
    - Via Eagle Town Park, Eagle Library, Eagle Villas Apartments

- **But beyond direct numbers of individuals served residing in the Town of Eagle are employees, visitors, and broader community members who contribute to the vibrancy of life in the Town of Eagle but require EVCF resources like The Community Market, MIRA, and Elevar.**

Actions You Can Take NOW

- Donate Today!
  - Whether a $5 per month gift or a multi-year Foundational Family pledge, all giving amounts support our fight against hunger.
- Volunteer
  - Individual volunteers: Sign up today to make a hands-on impact. Shifts are available at both locations, Edwards and Gypsum, and start with a 2-hour commitment.
  - Group volunteers: Every Tuesday, TCM receives delivery of 20,000 pounds of food, we invite a group of volunteers to unload the truck and sort the food items.
- Encourage Food REcover
  - Advocate for restaurants and food establishments to donate their leftover food to The Community Market.
- Host A Food Drive
- Share Our Message
  - Lunch and Learn: Host a lunch with TCM employees and your employees to learn more about TCM activities and impact.
  - Follow our social media channels (Facebook and Instagram): Let other community members know about this critical need.
  - Share EVCF Newsletter with other partners and/or in your newsletter.

Thank you!

EAGLE VALLEY COMMUNITY FOUNDATION

THE COMMUNITY MARKET

MIRA

ELEVAR

Eagle Valley Library District

EAGLE VALLEY
LIBRARY DISTRICT

TOC

Overview
Vision & Mission
Service Area
Locations
Bookmobile
EVLD Highlights

Thank you!

Vision

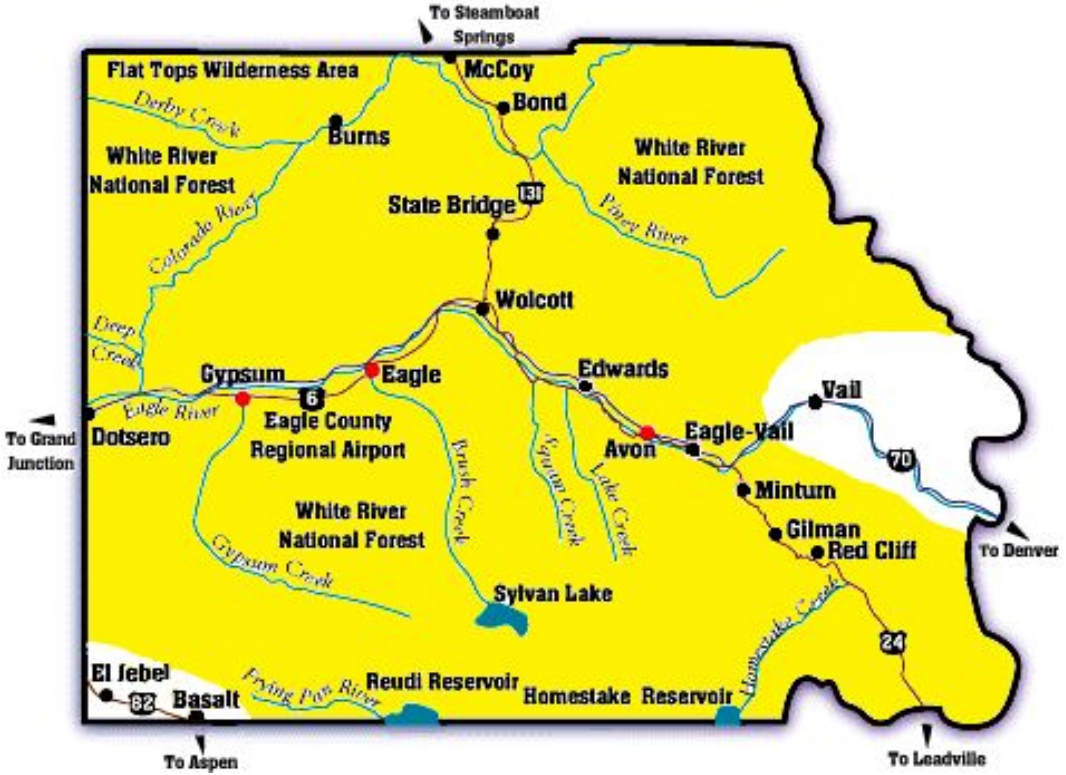
We strive to inspire, inform, and create an inclusive community.

Mission

Eagle Valley Library District supports residents and visitors of the Eagle Valley by offering excellent opportunities and resources to read, learn and grow.

Service Area

- 17,000 square miles
- 45,033 - EVLD's population represents 81.44% of the current county population.
- Funded by a dedicated mill levy of 2.763.



Locations

- Avon
- Eagle
- Gypsum

Lending libraries with special collections such as the Local History of Eagle County.

Bookmobile

- Dotsero
- McCoy
- Edwards
- Minturn
- Redcliff

EVLD Highlights 2024

- 266,907 people visited the libraries
- 333,895 items checked out
- 33,397 attendees to library programs
- 62,459 wifi and computer use
- 4,977 attendees using our meeting rooms
- 4,532 patrons using our study rooms

Questions?

EAGLE VALLEY
LIBRARY DISTRICT

Thank you.

EAGLE VALLEY
LIBRARY DISTRICT

MEETING MINUTES
Town Council
Tuesday, October 14, 2025
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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Times listed are approximate and are subject to change.

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person meeting using Teams.*

CALL TO ORDER

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(virtual), Jamie Woodworth Foral, Bryan Woods

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Richard Peterson-Cremer, Town Attorney
Camille Deering, Town Clerk
Rachel Tand, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Community Development Director
Lynette Horan, Human Resources Manager
Sydney Dynek, Planner
Kyle Brotherton, Planner
Kira Koppel, Sustainability Specialist
Kevin Aoki, Information Technology Manager
Ashley LaFleur, Communication Specialist

ADOPTION OF AGENDA

PUBLIC COMMENT

David Dantis- Addressed the Council regarding the challenges he has faced developing property at 263 Sawatch. He expressed hardships working with Town staff on zoning restrictions, the lack of code enforcement on a neighboring property, and also referenced a $200,000 loss in 2008 from a rejected PUD approval.

CONSENT AGENDA

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

1. Minutes- Town Council Meeting 9.23.2025

2. Bill Schedule

3. Resolution 66, Series 2025 - A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Tommy Jack "TJ" Davis Jr. to the Eagle County Housing and Development Authority (ECHDA) Advisory Committee

4. Resolution 67, Series 2025, A Resolution by the Town Council of the Town of Eagle, Colorado, Granting Two Non-Exclusive Utility Easements to Holy Cross Energy for Installation of Electrical Infrastructure to Serve the Haymeadow Development

STAFF REPORTS

1. Town Manager Update

2. Department Update
   Woodworth Foral personally thanked Eagle Police and their school resource officer for welcoming the new Vail Valley Unbound school in Eagle Ranch and conducting a security check on their building.

BUSINESS ITEMS

1. PUBLIC HEARING: 2025 & 2026 Budget Presentation
   Finance Director Rachel Tand led the presentation of the revised 2025 and proposed 2026 budgets, detailing changes in compensation, fund transfers, capital improvements, and strategies to address the projected operating loss, with Council providing direction on community requests and planning priorities.

   Council member Woodworth Foral suggested reducing the allocated community requests to $25,000 and will consider eliminating it in 2027. Mayor Turnipseed advocated for prioritizing the West Eagle area plan update. He also asked questions about the feasibility of Nogal Park improvements happening in 2026. Assistant Town Manager Melissa Daruna assured Council that the allocated funding for the Nogal Park playground in 2026 is sufficient to begin improvements.

   Council member Bodenhemier asked about the dog park fencing funding that was approved in 2025. Those funds had been reallocated to another project and Rachel suggested that funds could be taken from excess fund balance to complete the dog park fencing in 2026. Council instructed staff to review the project, clear up any outstanding hurdles, and aim to complete the project in 2026.

   Turnipseed opened the floor for public comment at 6:35 PM. There was no public comment.

2. Resolution 65, Series 2025, A Resolution of the Town Council of Eagle, Colorado Accepting a Petition for Annexation of One Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (Henry Annexation, 220 East 6th Street).

MOTION: Council Member Geoffrey Grimmer motioned to approve Resolution 65, Series 2025 "A Resolution of the Town Council of Eagle, Colorado, Accepting a Petition for Annexation of One Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

3. Develop Eagle LLC, Revised Proposal for Old Town Hall

Develop Eagle LLC presented a revised proposal for Old Town Hall addressing Council's previous requests. Develop Eagle LLC lowered the entitlement commencement date to three years and construction commencement to five years, aligning with council's requests, and added a clarity section for alternative plans if the hotel is not feasible. The goal is to have the purchase and sale agreement finalized by October 28th for council action by November 12th. No formal motion is required at this time.

4. Fee in Lieu of School Land Dedication

Community Development Director Peyton Heitzman presented this item seeking direction from Council establishing a per-acre fee for the cash-in-lieu payment for school land dedication. Peyton explained methods that have been used in the past to determine a market rate. Council discussed the lack of code requirements for update frequency, with the last update in 2017 costing about $4,000, and expressed interest in regular updates to avoid undervaluing land. Council would like to receive a recommendation from the school before making a determination.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Brian Woods updated the Council on the extension of fare free youth service by CORE Transit.

Mayor Turnipseed attended the Night of Excellence and congratulated the Eagle police officers who received awards. He also expressed his thanks and admiration for Town staff after recent public comments had affected staff morale.

EXECUTIVE SESSION - 7:25 PM

MOTION: Council Member Scott Turnipseed motioned to enter into Executive Session at 6:53 PM pursuant to C.R.S. §24-6-402(4)(a), 4(b), and 4(e) to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest; to receive legal advice from the Town Attorney on specific legal questions; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the exchange of real property interests for the settlement of potential legal claims and 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 (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

1. An Executive Session pursuant to C.R.S. §24-6-402(4)(a), 4(b), and 4(e) to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest; to receive legal advice from the Town Attorney on specific legal questions; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the exchange of real property interests for the settlement of potential legal claims.

2. Conclude the regular meeting upon the adjournment of the Executive Session.

ADJOURN - 7:11 PM

Date: 10/28/2025

Scott Turnipseed, Mayor

Camille Deering, Town Clerk

To: Mayor and Town Council

From: Molly Furtado, Special Events Manager

Date: 10/22/25

Agenda Item: 2026 MEAC Funding Requests Proposed Allocations

REQUEST:
Staff requests the Town Council review and approve the 2026 Marketing and Events Advisory Committee event funding requests and recommendations.

INTRODUCTION:
Starting in September 2025, the Marketing and Events Advisory Committee (MEAC) solicited and received requests for funding of special events in the Town of Eagle for 2026. The MEAC committee received a total of $213,375 in funding requests. MEAC has reviewed all requests and heard in-person presentations by producers requesting more than $5,000. MEAC members then discussed and scored these requests in alignment with MEAC's objectives and criteria. What is presented in the attached recommendation is the conclusion of their reviews and suggestions for allocating the 2026 MEAC events funding budget, which is $100,000.

ANALYSIS:
In reviewing all requests for event programming, MEAC members followed the original intent of this program and created a plan to best accomplish its goals.

COMMUNITY INPUT:
All reviews of funding requests were discussed at a special session MEAC meeting. Input was given by the event producers requesting funding in proposal form. Producers requesting more than $5,000 were asked to present in-person to MEAC members.

BUDGET / STAFF IMPACT:
The 2026 MEAC Special Event Funding total budget is $100,000. Breakout of the allocations is in the attached documents.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
The implementation of the 2026 MEAC funding program aligns well with the Town of Eagle Strategic plan. These events will help us attract visitors to our community who will participate in the events or come to be a part of the audience. It will support and stimulate economic development by serving as seed money to drive revenue from visitors and participants of events. And many of these events help us to build and reinforce the active and outgoing culture of our town.

RECOMMENDED ACTION OR PROPOSED MOTION:

- Motion to **approve** the recommended 2026 MEAC Special Event funding allocations.

ATTACHMENT:

- MEAC 2026 Funding_FINAL

2026 MEAC Event Funding

Special Events	Requesting Party	2025 Awarded	MEAC 2026 Requested
Children's Business Fair	Vail Valley Unbound, Heather McMahon		$5,000
GearVana	The Greenspeed Project, Mike McCormack	3,700	3,750
Race #2 Haymaker Classic	Colorado High School Cycling League	4,000	5,000
Race #3 Haymaker Classic	Colorado High School Cycling League	4,000	5,000
Yoga in The Park / Yoga by the River	Yoga Off Broadway, Yvonne DeGorter	1,000	3,000
Climbing League High School Regional Championships/National Championships	Eagle Climbing + Fitness, Larry Moore	6,500	17,000
ShowDown Town	Vail Valley Foundaton, Greg Bloom	50,000	50,000
Eagle Mushroom & Wild Food Festival	Hamilton Mushrooms, Hamilton Pevec	5,000	10,000
Seasonal Micro-Events & Putt Putt Pop-Up	Eagle Rising, Becky Burgess		7000
Mystery on Broadway	EagleARTS	3,000	3,500
2nd Night Gallery Nights	EalgeARTS		4,500
Holiday ARTwalk	EagleARTS	3,500	3,500
Vail Valley Charitable Fund - Art Public Places	VVCF, Terri Hanley Reichert		8,000
Biztoberfest	Eagle Chamber, Michelle Morgan	2,000	5,000
Eagle River Jamboree	Colorado Music Foundation, Zach Gilliam		20,000
Disco on Ice	Vail Valley Entertainment, Zach Gilliam		3,500
Father's Day Rodeo	Helping Hands Vail Valley, Maria Rios		12,500
Cars & Coffee	High Country Cars & Yeti's Grind, Marci Leith		1,200
Wind Up Wednesdays	Slifer, Smith & Frampton, Kim Fritzler		3,000
Eagle County BMX State Race	Eagle County BMX	500	1,000
Vail Cup Soccer Tournament	Vail Valley Soccer Club	$ -	$ 3,000
Triple Crown World Series	Triple Crown Sports	-	5,000
Pond Hockey	Eagle Valley Skating Assoc	700	750
Youthapalooza	Mountain Youth	-	5,000
Bikes & BBQ	The Cycle Effect, Rebecca Gould	-	5,000
RM Sports Riders event	RM Sport Riders	-	5,000
Rocky Mountain Walk to End Alz	Alzheimer's Association	500	1,000
Dynafit Boneyard Boogie	VRD, Wyatt Smith	-	1,500
VRD Mountain Bike Race Series	Vail Recreation District, Beth Pappas	-	750

Mountain Tots Jingle Jog	Mountain Tots Preschool	500	500
Trick or Treat Street	Eagle Ranch Merchants		700
Community Highway Cleanup & River Cleanup	Eagle River Coalition	1,000	2,000
Eagle Ranch Pumpkin Patch	Cub Scout Pack 229	600	800
Eagle Ranch Pumpkin Patch / Pumpkins	Eagle Community Gardens	-	425
Little League Opening Day	Mountain Recreation	1,000	1,000
Eagle County Fair and Rodeo	Eagle County Fair and Rodeo	1,500	1,500
Porchlight Players Dinner Theater	Porchlight Players, Ltd.	2,000	3,000
Vibras Latinas	Noche Latina		5,000
Ice Castles	Ice Castles, LLC	5,000	
Eagle Farmers Market & Art Show	Ren Productions, Angela Mueller	2,000	
Down Valley Vibes	Your Fathers Office, Brian Kunkel	5,000	
Access Unbound: All Wheels Crit Ride	Access Unbound, Elizabeth Latenser	5,000	
Fiesta Pride	Mountain Pride	1,500	
Eagle Egg Hunt	Eagle Vineyard Church	500	
	Totals	**110,000**	**213,375**

2026 PROPOSED BUDGET $ 100,000

MEAC 2026	**IN-KIND**
1500	street closure
1,000	
2,500	trail maintenance
2,500	trail maintenance
1,000	
6,000	
50,000	Presenting Sponsor
3,500	
6000	
3,000	
250	
250	
0	
1,000	10x20 tent
9,700	
1850	
0	
500	street closure
1000	
650	
$ 350	Field use
550	
500	
450	
-	
-	
250	
250	
250	

250	street closure
700	street closure
1,000	
500	
250	
1,000	
-	Town sponsorship
1,500	
-	
[redacted]	
100,000	

$ 100,000

To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: October 28, 2025
Re: Town Manager Report

Administration and Organization Update:

Recruitment and Onboarding: The Town's Human Resources team continues to build strong momentum this fall, advancing several initiatives that strengthen our organization from the inside out. Recent training sessions and system upgrades are helping employees and supervisors make the most of our HR tools, while Open Enrollment is underway with a focus on clarity, accessibility, and individualized support. Recruitment efforts remain steady, with key positions in public works, engineering, and utilities now in various stages of hiring. Recent additions to our communications and police records teams reflect the Town's commitment to professionalism, teamwork, and service excellence—ensuring we are well-positioned to meet the needs of our growing Community.

Eagle Pool – First Season Success: The new Eagle Pool has completed its inaugural season with attendance and pass sales exceeding expectations—a clear reflection of how much residents have embraced this community amenity. Earlier this month, the Town issued the Certificate of Occupancy, marking the project's formal completion. Staff are now finalizing project closeout items and working with the contractor to address a few mechanical issues related to the pool heaters. A final project budget summary will be available next month, closing the chapter on a long-anticipated and well-loved facility.

Brush Creek Playground Rebuild: The Brush Creek Playground has officially reopened, marking the successful completion of another community-driven project. Construction wrapped up in early October, capping off a tremendous volunteer effort supported by Town staff, local contractors, and dozens of residents who lent their time and talent. The result is a vibrant new play space that reflects the pride and spirit of Eagle—a place built by the Community, for the Community.

Park Planning and Recreation Hub Updates: Community engagement continues to guide the Town's park planning efforts. The updated skate park design integrates top priorities identified through public surveys and summer outreach meetings—featuring a mix of street and transition elements for all ages and abilities. After evaluating several options, staff from Mountain Recreation and the Town recommend relocating the skate park to a site adjacent to the west side of the dirt parking lot between the tennis courts and the pump track. This adjustment keeps amenities close together, improves accessibility, and allows flexibility for future recreation improvements. The overall project is estimated at $1.18 million, with opportunities to phase construction and pursue additional grant funding, including renewed collaboration with GOCO.

Nogal Park Redesign: Plans for the Nogal Park remodel are now complete, following a thoughtful design process led by Norris Design and the Ulysses Design Group in close collaboration with neighborhood residents. The proposed improvements will revitalize the space between Eagle Villas and Red Canyon Townhomes with new amenities that reflect the Community's vision. The full buildout is estimated at $1.99 million and can be phased to align with available funding, beginning with critical irrigation system upgrades to ensure long-term maintenance and care. The 2026 Sales Tax Capital Improvement Fund includes a proposed $500,000 allocation to launch the project, and staff are actively pursuing partnerships and grants to help bring the Community's vision to life.

Community Engagement & Meetings: This report highlights our recent community outreach efforts and critical regional and project-specific meetings. Our top priority is to engage with stakeholders, stay informed about developments, and contribute to the growth of our Community.

On Thursday, October 16, Town staff met with representatives from the U.S. Department of Transportation (USDOT) to review the Town of Eagle's 2025 RAISE Grant application for the Grand Avenue Corridor Project. The debrief provided valuable insight into how Eagle's proposal compared among more than 1,000 submissions requesting nearly $13 billion in funding, of which $1.8 billion was awarded nationally. Although Eagle's project was well-regarded—earning medium ratings in both safety and economic competitiveness—the reviewers emphasized the need to strengthen data-driven evidence, particularly demonstrating how safety improvements and multimodal connections are central to the project's purpose. They noted that features such as separated pedestrian and bicycle facilities offer significant advantages across several merit criteria and should be clearly framed as transformative safety investments.

The debrief also provided valuable technical guidance for refining future submissions. USDOT staff recommended including direct source documentation for every identified funding commitment, formal Council resolutions confirming allocations, and detailed information on project design stages and cost estimate dates. The Benefit-Cost Analysis (BCA) was deemed positive, even after conservative recalculations, confirming that the project's benefits exceed costs. Environmental and technical assessments were both rated low-risk and certain. These takeaways offer a clear roadmap for Eagle's 2026 BUILD Grant application—emphasizing the importance of stronger safety narratives, verified funding documentation, and refined economic data to position the Grand Avenue Corridor Project for success in the next federal funding cycle.

Protecting Eagle's Wildlife: Eagle's new Wildlife Protection Ordinance *(Chapter 8.14)* is now in effect, marking a proud milestone in our Community's ongoing effort to live responsibly alongside the wildlife that defines our valley. The new rules require residents, businesses, and event organizers to use wildlife-resistant trash containers—and to keep them securely latched. By doing so, we reduce one of the most common causes of wildlife conflicts: unsecured garbage that attracts animals into neighborhoods and streets.

This ordinance represents more than a policy change—it's a reflection of Eagle's values. By managing waste responsibly, avoiding wildlife feeding, and maintaining clean construction and event sites, we are helping preserve the balance between people and the wild landscapes we cherish. Every latched bin and secured site is a small but meaningful act of stewardship, protecting both our Community and the wildlife that make Eagle truly extraordinary.

Economic Development:

Wayfinding Plan – Guiding Residents and Visitors Through Eagle: The Town's Wayfinding and Implementation Plan is moving forward following receipt of a $20,000 Colorado Tourism Office grant. Working with Michael Baker International and design consultant Kristin Cypher, staff are developing a unified system that enhances navigation, celebrates Eagle's identity, and supports local businesses. The project builds upon previous planning efforts—including the CU Denver Summer Studio and Elevate Eagle Comprehensive Plan—and has involved extensive outreach with advisory groups such as MEAC, DDA, OSRAC, and the Planning & Zoning Commission. The effort now transitions into the design phase, beginning with a Community Design Week event at Trick-or-Treat Street on October 29, followed by pop-ups through November 1 and an online survey open through November 22. Final designs will be unveiled in December, with Town Council review scheduled for January 13, 2026, paving the way for fabrication and installation later that year.

East Eagle Annexation – Building the Next Chapter of Eagle's Growth: The Town and property owners continue to make steady progress toward realizing a shared vision for the East Eagle annexation. Work now focuses on completing the sketch plan review, conducting the traffic impact analysis, and updating the metropolitan district service plans to ensure that infrastructure, design, and land use decisions align with Eagle's long-term goals. Each step in the process reinforces the Town's commitment to responsible growth that enhances livability, maintains fiscal sustainability, and preserves the small-town character that makes Eagle unique.

WORK SESSIONS: *To help the Town Council stay informed about upcoming work sessions, the following table outlines topics to be discussed over the next several months. Preparing in advance is helpful, as it allows for effective planning and execution of a work session. Staff will maintain this table in the report and make any necessary adjustments. The topics are subject to change:* **WORK SESSIONS**: Remaining in 2025 and beginning in 2026:

Date	Topic
November 4, 2025 - Election Day	*Canceled*
December 2, 2025	*Canceled*
January 6, 2026	WUI Code Work Session
February 3, 2026	Update on Long Range Planning
March 3, 2026	TBD

Staff will continue to update this schedule as priorities evolve to ensure each discussion supports informed decision-making and long-term planning.

Town of Eagle

2020 – 2025 Accomplishments

Over the past five years, the Town has remained committed to thoughtful planning, process improvements, and implementation of the Comprehensive Plan and other planning documents. These efforts have produced policies and actions that respond to community needs, protect natural resources, and support regulatory reform to encourage affordable housing and a thriving local economy. The following provides a brief, chronological overview of key accomplishments that reflect our community's ongoing progress.

2020

Comprehensive Plan: Following a robust public outreach campaign, the Town adopted the Elevate Eagle Comprehensive Plan (LINK), establishing a long-term vision and policy guidance for conservation, growth, and development. The policies aim to balance growth with resource protection and quality-of-life priorities.

Eagle Water Efficiency & Conservation Plan: (LINK) Our vision is to provide a resilient and high-quality water supply to our residents and visitors as the community grows and as climate variability increases. Through good environmental stewardship, we will use water conservation and efficiency to properly manage water as a precious, limited resource to meet our current and future needs and help protect our surrounding habitat and wildlife.

Haymaker Trailhead Master Plan: (LINK) The Town of Eagle and Mountain Recreation co-created a plan to address Eagle's growing population's current and future recreation needs. The Town selected a team of consultants, including Norris Design and Barker Rinker Seacat Architecture, to lead the process, which consisted of inventory and analysis, public engagement, conceptual design, and creation of the final master plan document and supportive graphics.

2021

Affordable Housing Assessment: Capitalizing on state incentive funds, the Town was awarded a $45,000 grant from the Department of Local Affairs (DOLA) to create a Housing Assessment specific to the community. The grant also funded targeted revisions to the Land Use and Development Code to support affordable/attainable housing better.

New Deed Restrictions: Through the 2nd Amendment to the Haymeadow PUD, the Town secured 30 Resident Occupied deed-restricted units within Haymeadow over and above the existing Local Employee Residency Program (LERP) requirements.

East Eagle Sub Area Plan: Adopted on November 9, 2021, the East Eagle Sub Area Plan (EESAP) identifies desired future land uses and guides growth in the East Eagle Area (LINK). This sub area plan was a joint effort between planning staff, stakeholders, and Zehren and Associates.

2022

CAHA: The Town contracted with Economic Planning Systems (EPS) to complete the Comprehensive Affordable Housing Assessment (CAHA), completed in February 2023 (LINK).

Outdoor Recreational Economy: Town Council formally adopted the Outdoor Recreation Economy-Based Land Use and Development Study, a report completed by members of CU Boulder's Outdoor Recreation Economy program that provides best-in-class models, strategies, and tools to help attract recreation-based businesses to Eagle. Areas of focus include river access, workforce development, major corridor access, district/land-use planning, and the outdoor recreation economy (LINK).

2023

ReCode Adopted: The new Land Use and Development Code (LUDC) was officially adopted in August 2023 and came into effect in October 2023. The code removed significant development barriers and also established new regulations that align with the vision in the Comprehensive Plan. These goals include protecting wildlife habitat, conserving water, and supporting affordable housing through a series of strategies, including (but not limited to):

- Expansion of the Local Employee Residency Program (LERP) by increasing the number of units subject to a deed restriction from price capping 10% of a project to 15% price-capped AND 35% resident-occupied. The CAHA guided these changes.
- Density Bonus - Allow for an additional story to incentivize deed-restricted units (affordable or resident-occupied).
- Use of publicly owned land - Allow housing as a by-right use on sites with civic and institutional uses (schools, hospitals).
- ADUs permitted with duplex units.
- Affordable housing is one of three community benefits that allow a PUD to be created.
- New uses, such as cottage courts, are intended to make housing affordable, in which owners own a structure and the land immediately underneath. In contrast, the remaining land is collectively owned and maintained by an HOA.

When the LUDC was adopted, it was intended to support continuous improvement. It was called a "dynamic document" that would be continually refined to meet the community's needs.

Adam's Way: The Town pursued and was awarded a $1.1 million grant to help fund the Habitat for Humanity affordable housing project on 3rd Street, known as Adam's Way. This project, serving educators in the valley, became a reality through several partnerships. Habitat for Humanity Vail Valley breaks ground on 16-unit project in Eagle | VailDaily.com

Proposition 123: The Town opted in to Proposition 123 to access state funding to support affordable housing development in the community. Communities like Eagle are committed to an annual 3% growth target for new affordable housing units.

Increased Capacity: Town Council established a new Housing and Economic Development Specialist position to strengthen the Town's capacity to implement priorities in business support and workforce housing. The role has delivered measurable progress through new grant programs, in-house housing administration, and enhanced regional coordination.

Eagle Economic Development Plan 2023: (LINK) This Economic Development Plan was prepared for the Town of Eagle and Eagle Economic Vitality Committee to guide the Town's economic development programs, policies, and resource allocation for the next 5 to 10 years.

2024

Updated Deed Restrictions: In response to the revised LERP program, the Town adopted new deed restrictions intended to serve Town of Eagle residents better and address challenges identified under the old deed restrictions.

Affordable Housing Accelerator Project (AHAP): The Town of Eagle was awarded a grant to fund a multi-faceted initiative that started in 2024 and is slated to wrap up in 2025. Efforts include:

- Creating a fast-track review process for affordable housing projects. The final hearing for this project is scheduled for October 28, 2025.
- Conduct a land inventory for affordable housing potential on publicly owned land, and
- Create a Proposition 123 funding strategy that helps identify funding solutions for affordable housing projects.

Code Updates: The Town adopted its first two rounds of miscellaneous code updates to improve the process and clarify standards.

Eagle Villas: The Town worked with an affordable housing developer to identify and coordinate partners. The developer was able to purchase the Eagle Villas and renew the affordable housing credits. This project protected 120 units that serve some of the lowest Area Median Incomes (AMIs) in the County. Eagle County officials finalize financing deal for Eagle Villas apartments to keep them affordable | VailDaily.com

2025

Software solutions: The Town was awarded $212,000 to automate previously manual workflows, consolidate software systems, enhance interdepartmental communication, offer a user-friendly public interface, and more. The Town has recently selected a software solution, and project initiation will take place in the next couple of months. Additionally, the Town is exploring AI solutions to improve efficiency and enhance the user experience.

Code updates: The Town has completed two of the seven code updates underway in 2025. These efforts range from large, multi-jurisdictional collaborations to minor amendments that clarify language and correct errors. One of the more substantial updates involves revising Chapter 4.17, the Administration and Procedures Chapter. While ReCode intended to streamline and simplify processes, the current text does not fully achieve that goal. To address this, the Town is updating the chapter and developing a companion document, the Administrative Manual, to clearly explain Town processes in plain language.

Increased Development: While the processes are continuing to be improved, development activity has picked up in the community. Between 2020 and 2024, the Town received 2 to 4 development permit applications per year. In 2025, that number doubled to 8 development permit applicants.

One of the more significant goals of the Elevate Eagle Comprehensive Plan is to diversify the housing stock. In the Comprehensive Plan, originally adopted in 2020, Eagle is described as being dominated by single-family homes. Single-family houses made up an estimated 86% of the total housing stock in the Town. Since 2020, the Town has approved development and construction for not only the 500 rental apartment units at the Pike, but also Broadway Station, Talon Flats, and The Overlook at Eby Creek all contribute to increasing the Town's for-rent multi-family housing stock. Haymeadow is also contributing to diversifying Eagle's housing stock with the completion of 76 condominiums units, as well as twelve townhomes and six single-family units which are currently under construction.

To:	Mayor and Town Council
From:	Rachel Tand, Finance Director
Date:	October 28, 2025
Re:	Q3 2025 - Budget to Actual Report and Revenue Analysis

This document provides a year-to-date (YTD) budget to actual revenue analysis, including narratives for significant budget to actual and year-over-year (YOY) variances. Please review the attached *Budget to Actual Report* alongside this document. For comparative purposes, the report includes YTD actuals through September 30 for both 2024 and 2025 as well as the current revised 2025 budget. The column showing *unearned* or *unexpended* amounts and percentages compares YTD collections or spending to the current budget.

A "significant variance" is defined as a variance greater than $15,000 and 10% over the prior year. However, if Council would like further detail on items below this threshold, staff will gladly provide it.

Townwide Interest Accounts – To avoid redundancy, this comment applies to interest accounts across all funds. The majority of the Town's funds are held in COLOTRUST. At the end of Q3 2025, the Townwide balance in COLOTRUST was approximately $62.3 million, compared to approximately $59.7 million at the end of Q3 2024. Interest rates have declined steadily over that same period, from 5.3% to the current rate of 4.4%.

Interest earnings for individual funds will vary based on both the interest rate and the specific fund balance throughout the quarter, which varies based on timing of project expenditures. For example, interest earnings in the Sales Tax Capital Improvement Fund (STCIF) were nearly zero in Q1 2025 until debt was issued and proceeds were received for the pool rebuild project, but they are increasing now that funding has been received.

General Fund

The General Fund has collected 75% of its budgeted revenues YTD, with revenue currently exceeding expenditures by $1,090,324. According to the revised budget, we will end the year with revenue exceeding expenditures by $215,935, including all transfers.

Tax Revenue

- **Sales Tax** – Sales tax does not technically meet the definition of a "*significant variance*," but staff would like to highlight that YTD sales tax is up approximately 4% or $266K YOY. YTD collections are 74% of the annual budget. Although tourism plays an important role in the broader regional economy, Eagle's economy is primarily driven by year-round residents. Historically, our sales tax revenue has remained relatively stable, typically ranging between 24% and 26% per quarter. Finance will provide Council with a full Q3 sales tax report next month, as sales tax revenue is received two months in arrears.

  It is important for Council to understand the ongoing pressure on the General Fund due to the recent

stabilization of sales tax revenue. From 2019 to 2022, sales tax revenue increased significantly, and the Town expanded expenditures at a similar pace in response. Today, ongoing personnel costs are at their highest levels, driven by the recent staffing additions and the continued need to invest in workforce retention. This sustained growth in expenditures limits our ability to make necessary transfers to other funds, including those that support capital improvements and the Open Space Fund.

- **Marijuana & Tobacco Sales Tax** – The Town has collected 14% more marijuana and tobacco tax YTD 2025 than 2024, a $91K increase. While this revenue source had been steadily declining since its peak in 2021, the opening of a new business in January 2025 has contributed to this notable uptick. In addition, several of the existing tobacco retailers have shown increased revenue this year, further boosting overall YTD collections. Going forward in 2026, with the passage of the tobacco flavor ban, we expect tobacco sales tax revenue to significantly decline, with the full impact yet to be determined.

License & Permit Revenue

- **Building Permits** – Building Permit revenue is up approximately $559K or 125% YOY. Building permit revenue fluctuates based on the timing and size of projects. We have had several developments with larger dollar permits YTD 2025 versus 2024, particularly Hockett Gulch, and we have also issued 216 total permits YTD 2025 versus 174 YTD 2024.

Intergovernmental Revenue

- **Highway User Tax** – Highway User Tax Fund (HUTF) revenue has increased by $29K or 14% YOY. This revenue comes from the Colorado Department of Transportation (CDOT). As a reminder, during the 2022 legislative session, the General Assembly passed legislation that delayed the implementation of the road usage fee established by SB21-260 and extended the reduction in FASTER fees through 2023. These revenue reductions ended in 2023 and have positively impacted revenue since that point.
    - Senate Bill 21-260, "Sustainability of the Transportation System," established several new transportation fees, including new fees on gasoline and diesel, new electric vehicle registration fees, retail delivery fees for online orders, and rideshare fees. This bill also created several transfers from the state General Fund to CDOT. Revenue from these new fees is split between CDOT, counties, municipalities, and several state enterprises.

- **Grants** – Grant revenue has declined by approximately ($569K) or (96%) YOY. Grant revenue is typically one-time in nature, and timing of collections can vary depending on award schedules and when reimbursable requests are submitted and approved. 2024 Grant revenue YTD included the 3rd Street Housing Project grant, an eBike grant, and a SMART Policing grant. 2025 YTD, we have collected from the eBike Grant, the SMART Policing grant, and the Affordable Housing Accelerator Project (AHAP) grant. We anticipate collecting $200,000 in total 2025 grant revenue.

Charges for Services

- **Planning & Zoning Fees** – P&Z Fees have increased by $18K or 290% YOY. These fees fluctuate based on development and are not consistent year over year.

- **Planning & Zoning Reimbursable** – Planning & Zoning Reimbursables are fees that are paid by the Town but then charged back to the customer. The revenue received in this account is offset by a corresponding expenditure paid by the Town. YOY, P&Z Reimbursables have increased by approximately $70K, with significant activity from Abrika (Haymeadow) and Red Mountain Ranch, among others.

- **Real Estate Transfer Assessment Fees (RETA)** – RETAs are one-time fees collected by the Town upon the

sale of certain properties within the Town of Eagle. To ensure compliance, Finance reviews the monthly "Town of Eagle Sales Report" from the County to verify that all eligible transfers have been captured and assessed. Per the applicable development agreements, the Town is authorized to collect RETAs for the following developments.

- *Haymeadow – 0.60% (No maximum)*
- *Red Mountain Ranch – 0.40% (No maximum)*
- *Reserve at Hockett Gulch – 2% ($250,000 maximum assessment per transfer)*

Beginning September 23, 2025, RETA funds received from Haymeadow will be split 50% to the General Fund and 50% to the Open Space Fund. RETA funds from Red Mountain Ranch and Reserve at Hockett Gulch will continue to be allocated 100% to the General Fund. The Town has collected $179,680 in YTD RETA revenue, all in the General Fund, compared to $5,088 YTD 2024. These transfers were all within the Haymeadow development, with the majority attributed to the Mt. Hope Circle project.

Fines & Forfeitures

- **Police Grants** – Police grants have increased by $202K YOY due to the SMART Policing Grant received and implemented in 2025. We anticipate this grant will be fully used by year-end.

Miscellaneous Revenue

- **Rental Income** – Rental income has increased approximately $30K YOY due to the addition of two new employee housing units, with ¾ of the available rooms rented.

- **Sale of Fixed Assets** – Sale of fixed assets is not a budgeted line item and is dependent on our ability to dispose of Town capital assets. YTD 2025, we have disposed of one Public Safety vehicle and plan to dispose of one more (both trade-ins) as well as several Public Works vehicles (privately sold).

- **Insurance Proceeds** – Insurance proceeds are down YOY by approximately ($39K) or (89%). We had several larger claims in YTD 2024 and have had three smaller claims to date in 2025.

<u>Capital Improvement Funds</u>

Capital Improvements Fund – YTD 2025, the Capital Improvements Fund has collected 80% of its budgeted revenue. These revenues are typically one-time in nature and tied to the timing of specific projects. Currently, revenues exceed expenditures by $3,139,213. The revised budget projects year-end revenues to exceed expenditures by $967,466, due to budgeted capital project expenditures.

- **Developer Contribution Grand Ave** – This fee is charged to developers based on their current or future impact on Grand Avenue. YTD 2025, we have collected $480,000 from Haymeadow and the remaining $263,900 from Hockett Gulch, per their development agreements. There were no YTD collections in 2024.

- **Public Safety Impact Fees** – These fees are charged to developers, and we have collected $489,259 YTD from Hockett Gulch and the Gold Dust Fund development (1200 Capitol), a difference of $488,613 YOY.

- **Street Impact Fees** – These fees are charged to developers, and we have collected $140,878, a $139K YOY increase, from Abrika (Haymeadow), Hockett Gulch, and the Gold Dust Fund development (1200 Capitol).

- **Use Tax:** YTD 2025, the Town has collected $2,010,620 in use tax, an increase of $1,390,412 or 224% YOY. As mentioned previously, we have issued 42 more permits YTD than last year, with a total valuation

increase of more than $36 million (from $42.8 million YTD 2024 to $79.5 million YTD 2025). About 46% of the 2025 YTD valuation comes from commercial new and alteration projects with the remaining 53% coming from residential new and alteration projects and one stop projects (both commercial and residential). Use tax for a single-family home can range from $30,000 to $50,000, depending on the scope and valuation.

Sales Tax Capital Improvement Fund (STCIF) – YTD 2025, the STCIF has collected 90% of its budgeted revenues, and revenue exceeds expenditures by $3,456,421, primarily due to the pool project debt proceeds that were received ($8.8 million in debt proceeds and $379K in debt premiums). Staff projects that year-end revenue will exceed expenditures by $2,092,170.

- **Grants** – Grant revenue YTD 2025 is $0 compared to $676,521 YTD 2024 due to ARPA funds collected in 2024 that are now complete.

- **Mountain Rec Capital Funds** – This was a one-time investment of funds for the pool project, and we will no longer be receiving this revenue.

- **Mountain Rec Debt Service Match** – This will be received semiannually from Mountain Rec going forward to fund their contribution toward the debt service payment on the Pool COP funds.

Special Revenue Funds

Conservation Trust Fund (CTF) – YTD 2025, the Conservation Trust Fund has collected 75% of its budgeted revenue, which aligns with expectations. While revenues from this fund are generally stable, they may fluctuate throughout the year based on lottery ticket sales. The adopted budget projects year-end expenditures to exceed revenues by ($56,000), due to the planned completion of the pit toilet at the Haymaker trailhead. No revenue variances exceeded the threshold for additional comment.

Disposable Bage Fee Fund – The Disposable Bag Fee Fund was established in 2024 to manage fees collected under the Colorado Plastic Pollution Reduction Act (HB 21-1162). Under this legislation, retailers retain $0.04 per bag, and the remaining $0.06 is remitted to the Town. YTD 2025, the Town has collected 48% of the budget. Current year-end projections indicate that expenditures will exceed revenues by approximately ($276) due to our approved payment for e-waste recycling. No revenue variances exceeded the threshold for additional comment.

Exterior Energy Offset Fund (EEOP) – The Exterior Energy Offset Fund (EEOP) was established in 2024 following the Town's adoption of the 2021 International Energy Conservation Code in 2023. This fund tracks fee-in-lieu revenues collected from residential, commercial, and governmental projects that use exterior energy sources emitting greenhouse gases without onsite renewable energy offsets, as calculated by the EEOP tool. These revenues are expected to be one-time and irregular, as property owners have the option to install qualifying energy offsets in lieu of paying the fee. The Town has collected $20,197 in these fees YTD, and staff currently project that year-end expenditures will exceed revenue by ($8,803). No revenue variances exceeded the threshold for additional comment.

Open Space Fund – YTD 2025, the Open Space Fund has collected 84% of budgeted lodging tax revenues and 93% of total budgeted revenues. Staff projects that year-end revenue will exceed expenditures by $362,818.

- **Developer Contribution** – YTD 2025, the Town has received a total of $369,660 from Hockett Gulch, $76K as a developer contribution and $294K as a wildlife mitigation fee. Prior YTD developer contributions were $0.

- **Intergovernmental Contribution** – YTD 2024, the Town received a $35,000 contribution from Eagle

Ranch for wildlife signage that did not reoccur in 2025.

Downtown Development Authority Fund (DDA) – YTD 2025, the DDA Fund has collected 62% of budgeted revenues. Currently, revenues exceed expenditures by $19,712, with year-end projections estimating net revenues of $3,575. No revenue variances exceeded the threshold for additional comment.

- **TIF Property Taxes** – TIF property taxes have increase YOY by 59% or $15,346.

- **Grants** – Grant revenue has increased YOY by $34,114 due to the Downtown Investment Program REDI Grant received this year.

Enterprise Funds

Wastewater Fund – The Wastewater Fund has collected 68% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $2,096,468. By year-end, revenues are expected to exceed expenditures by $1,241,867, based on planned capital project expenditures.

- **Wastewater Sales** – Sales are currently at 77% of the annual budget and reflect a 14% YOY increase. Approximately 3% of this increase is attributable to the year-over-year rate increase. The remaining increase is primarily due to growth in the number of new wastewater accounts. A significant portion of this growth comes from the addition of the Hockett Gulch development and the Mt. Hope project properties, both of which are now online but were not active for part of 2024.

- **Plant Investment Fees (Tap Fees)** – Tap fees are assessed on development and have increased by $1,046,856 YOY, primarily due to Epoch Properties / Hockett Gulch.

Water Fund – The Water Fund has collected 77% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $985,531. However, by year-end, expenditures are projected to exceed revenues by ($4,538,562), due to planned capital project expenditures.

- **Water Sales – In Town** – In-town water sales are currently at 85% of the annual budget and reflect a 17% YOY increase. Approximately 3% of this increase is attributable to the year-over-year rate increase. The remaining increase is primarily due to growth in the number of water accounts and base fee charges for those accounts. A significant portion of this growth comes from the addition of the Hockett Gulch development and the Mt. Hope project properties, both of which are now online but were not active for part of 2024.

- **Water Sales – Out of Town** – Out of Town water sales are currently at 87% of the annual budget and reflect a 14% YOY increase. Approximately 3% of this increase is attributable to the year-over-year rate increase. The remaining increase is primarily due to growth in the number of water accounts and base fee charges for those accounts.

- **Water Materials & Other** – This revenue correlates to new accounts being setup and has increased $26K or 109% YOY.

- **Plant Investment Fees (Tap Fees)** – This revenue source is primarily driven by new construction projects and can fluctuate significantly depending on project timelines. YTD, the Town has collected $1,813,819 in water plant investment (tap) fees versus $549,299 YTD 2024, a $1,264,520 increase. We have issued 23 new residential build permits YTD 2025 versus 17 YTD 2024 and six more new commercial build permits. In addition, the fee for a residential PIF **has** increased by 3% over 2024 via Fee Schedule Amendment**.**

- **Water Rights** – This one-time revenue is not consistent YOY. YTD 2025 water rights were paid by the Gold Dust Fund (1200 Capitol).

Refuse Fund – The Refuse Fund has collected 79% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $151,322, primarily due to the timing of payments to Vail Honeywagon. The trash fee increase reflects the 1.9% CPI adjustment, along with modest growth. Unlike water and wastewater revenues, refuse revenue has not seen the same level of increase, as the Hockett Gulch and Mount Hope developments, due to their size as multi-family projects, do not utilize the Town's trash service. The current budget projects that the fund will end the year with expenditures exceeding revenues by ($11,013). There are no revenue variances that exceed the threshold for additional comments.

Stormwater Fund – The Stormwater Fund has collected 76% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $61,060. Stormwater fee payments are generally stable, with approximately 25% received each quarter. Unlike water and wastewater fees, which are charged per unit, stormwater fees are charged per account. As a result, the Stormwater Fund has not seen the same level of increase from the Hockett Gulch and Mount Hope developments. Staff projects ending the year with revenues exceeding expenditures by $66,043. Aside from miscellaneous repairs and maintenance, the Town is intentionally setting aside funds to support future stormwater system improvements associated with the Grand Avenue project. There are no revenue variances exceeding the threshold for additional comment.

Broadband Fund – The Broadband Fund has collected 69% of its budgeted revenues YTD 2025, with revenues exceeding expenditures by $27,278. The Town is now able to perform its own installations with the hiring of McLaren Smith, allowing us to charge customers a more affordable rate. IT is still working with Aspen Wireless to fully reconcile all fees from the first half of the year.

- **Broadband Fees – Residential In Town** – These fees have increased $28,563 or 75% YOY. This increase is in line with staff expectations for the year based on consistently increasing installations.

TOWN OF EAGLE - GENERAL FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
TAX REVENUE						
General Property Tax	$ 575,874	$ 559,082	97%	$ 561,000	$ 1,918	100%
Specific Ownership	20,196	21,078	104%	25,000	3,922	84%
Sales Tax	6,187,606	6,454,337	104%	8,700,000	2,245,663	74%
Marijuana & Tobacco Sales Tax	639,930	731,434	114%	950,000	218,566	77%
Severance Tax	53	63	119%	63	0	100%
Federal Mineral Tax	517	605	117%	605	0	100%
Franchise Fees	111,815	125,156	112%	240,000	114,844	52%
Marketing Lodging Tax	195,757	204,866	105%	245,000	40,134	84%
TOTAL TAX REVENUE	$ 7,731,747	$ 8,096,620	105%	$ 10,721,668	$ 2,625,048	76%
LICENSE & PERMIT REVENUE						
Business Licenses	$ 39,230	$ 36,220	92%	$ 40,000	$ 3,780	91%
Liquor Licenses	7,231	9,136	126%	9,500	364	96%
Tobacco & Marijuana Licenses	3,500	2,500	71%	3,000	500	83%
Building Permits	445,798	1,004,797	225%	1,000,000	(4,797)	100%
Electrical Permits	6,341	52	1%	-	(52)	-
Road Cut Permits	3,960	6,532	165%	7,100	568	92%
Sign Permits	750	800	107%	800	-	100%
Special Event Permits	939	25	3%	800	775	3%
TOTAL LICENSE & PERMIT REVENUE	$ 507,750	$ 1,060,062	209%	$ 1,061,200	$ 1,138	100%
INTERGOVERNMENTAL REVENUE						
Motor Vehicle License Fee	$ 24,870	$ 26,074	105%	$ 32,000	$ 5,926	81%
Highway Users Tax	207,144	236,902	114%	300,000	63,098	79%
Road & Bridge Fund	169,913	164,908	97%	165,000	92	100%
County Sales Tax	213,268	217,055	102%	284,000	66,945	76%
Grants	595,849	26,206	4%	200,000	173,794	13%
Intergovernmental Contributions	34,673	35,713	103%	72,498	36,785	49%
TOTAL INTERGOVERNMENTAL REVENUE	$ 1,245,717	$ 706,858	57%	$ 1,053,498	$ 346,640	67%
CHARGES FOR SERVICES						
Planning & Zoning Fees	$ 6,275	$ 24,450	390%	$ 29,410	$ 4,960	83%
Planning & Zoning Reimbursable	35,373	105,063	297%	275,000	169,937	38%
Facility Usage Fees	65,163	64,820	99%	75,000	10,180	86%
Facility Usage Deposits	3,140	2,110	67%	2,300	190	92%
Sponsorship & Event Revenue	6,275	4,575	73%	15,000	10,425	31%
Broadband Service Fees	24,030	23,185	96%	32,000	8,815	72%
Real Estate Transfer Fee	5,088	179,680	3531%	180,000	320	100%
Disposable Bag Usage Fee	-	-	-		-	-
TOTAL CHARGES FOR SERVICES	$ 145,345	$ 403,882	278%	$ 608,710	$ 204,828	66%
FINES & FORFEITURES						
Fines & Forfeits	$ 21,784	$ 13,946	64%	$ 20,000	$ 6,054	70%
Police Surcharge	2,811	1,800	64%	2,100	300	86%
Police Miscellaneous	6,090	2,133	35%	2,000	(133)	107%
Police Grants	22,865	225,366	986%	402,800	177,434	56%
Special Duty Reimbursable	16,754	16,325	97%	35,000	18,675	47%
Charitable Organization Fee	-	-	-	-	-	-
TOTAL FINES & FORFEITURES	$ 70,303	$ 259,570	369%	$ 461,900	$ 202,330	56%
MISCELLANEOUS REVENUE						
Interest & Penalties Total	$ 386,144	$ 249,341	65%	$ 292,999	$ 43,659	85%
Contributions & Donations	-	4,000	-	4,500	500	89%
Information Center Total	-	-	-	-	-	-
Rental Income	16,592	46,684	281%	62,440	15,756	75%
Sales of Fixed Assets	-	35,500	-	71,000	35,500	50%
Insurance Proceeds	43,647	5,017	11%	5,017	(0)	100%
Other Grants	-	-	-	-	-	-
Fee in Lieu - LERP	-	-	-	-	-	-

TOWN OF EAGLE - GENERAL FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
Other Miscellaneous Revenue	7,251	10,505	145%	19,139	8,634	55%
TOTAL MISCELLANEOUS REVENUE	$ 453,634	$ 351,048	77%	$ 455,095	$ 104,048	77%
TRANSFERS FROM OTHER FUNDS						
Water Fund - Computer Support	$ -	$ -	-	$ 69,632	$ 69,632	0%
Wastewater Fund - Computer Support	-	-	-	49,426	49,426	0%
Capital Improvements Fund (Devolution)	-	-	-	-	-	-
Refuse Fund	-	-	-	14,000	14,000	0%
Broadband Fund - Computer Support	-	-	-	2,833	2,833	0%
Bag Fee Fund	-	-	-	5,000	5,000	0%
EEOP Fund	-	-	-	-	-	-
Open Space Fund - Computer Support	-	-	-	16,782	16,782	0%
TOTAL TRANSFERS FROM OTHER FUNDS	$ -	$ -	-	$ 157,673	$ 157,673	0%
TOTAL GENERAL FUND REVENUES	$ 10,154,496	$ 10,878,041	107%	$ 14,519,744	$ 3,641,703	75%
EXPENDITURES						
TOWN COUNCIL	$ 126,173	$ 76,163	60%	$ 127,167	$ 51,004	60%
GENERAL GOVERNMENT	821,020	470,380	57%	673,131	202,751	70%
GENERAL ADMINISTRATION	664,371	764,094	115%	1,025,054	260,960	75%
COMMUNITY DEVELOPMENT	745,744	925,460	124%	1,550,605	625,145	60%
MUNICIPAL COURT	59,458	55,987	94%	114,350	58,363	49%
STREETS	1,586,628	891,162	56%	2,009,776	1,118,614	44%
PUBLIC SAFETY	2,378,679	2,668,837	112%	3,717,762	1,048,925	72%
BUILDINGS & GROUNDS	842,214	884,659	105%	1,156,802	272,143	76%
INFORMATION CENTER	18,300	18,500	101%	27,069	8,569	68%
EVENTS	318,775	321,405	101%	437,644	116,239	73%
ENGINEERING	255,756	332,756	130%	457,566	124,810	73%
INFORMATION TECHNOLOGY	497,761	498,497	100%	831,856	333,359	60%
COMMUNICATIONS & MARKETING	90,820	39,286	43%	98,388	59,102	40%
SUSTAINABILITY	-	112,452	-	204,885	92,433	55%
ECONCOMIC DEVELOPMENT & HOUSING	-	130,578	-	274,254	143,676	48%
TRANSFERS TO OTHER FUNDS	-	1,597,500	-	1,597,500	-	100%
TOTAL GENERAL FUND EXPENDITURES	$ 8,405,699	$ 9,787,717	116%	$ 14,303,809	$ 4,516,092	68%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 1,748,797**	**$ 1,090,324**	**62%**	**$ 215,935**	**$ (874,389)**	**505%**

TOWN OF EAGLE - CAPITAL IMPROVEMENTS FUND (CIF)

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Capital Improvements Interest	$ 536,617	$ 416,627	78%	$ 550,000	$ 133,373	76%
Community Enhancement Interest	-	-	-	-	-	-
Devolution & Transportation Interest	74,174	63,049	85%	84,000	20,951	75%
Community Enhancement Fund	-	-	-	53,500	53,500	0%
Developer Contribution - Grand Avenue	-	743,900	-	1,198,200	454,300	62%
Public Safety Impact Fees	646	489,259	75737%	502,967	13,708	97%
Street Impact Fees	1,727	140,878	8157%	253,917	113,039	55%
Use Tax	620,208	2,010,620	324%	1,887,256	(123,364)	107%
Grants	-	-	-	750,000	750,000	0%
Transfer From General Fund - Grand Ave	-	955,000	-	955,000	-	100%
Transfer From General Fund - Other	-	500,000	-	500,000	-	100%
Transfer From Open Space	-	-	-	-	-	-
Transfer From STCIF	-	250,000	-	250,000	-	100%
TOTAL CAPITAL IMPROVEMENTS FUND REVENUE	$ 1,233,372	$ 5,569,332	452%	$ 6,984,840	$ 1,415,508	80%
						-
EXPENDITURES						
TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES	$ 2,600,866	$ 2,430,119	93%	$ 6,017,375	$ 3,587,256	40%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ (1,367,494)**	**$ 3,139,213**	**-230%**	**$ 967,466**	**$ (2,171,748)**	**324%**

TOWN OF EAGLE - SALES TAX CAPITAL IMPROVEMENTS FUND (STCIF)

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Sales Tax	$ 773,451	$ 806,792	104%	$ 1,059,000	$ 252,208	76%
Grants	676,521	-	0%	730,000	730,000	0%
Mountain Rec Capital Funds	789,813	-	0%	-	-	-
Mountain Rec Debt Service Match	-	23,776	-	215,254	191,479	11%
Interest - ColoTrust	117,638	65,107	55%	55,000	(10,107)	118%
ColoTrust Interest - Project Fund	-	51,614	-	-	(51,614)	-
Contributions & Donations	-	500	-	-	(500)	-
Debt Proceeds	-	8,805,000	-	8,805,000	-	100%
Debt Premium		378,947	-	378,947	(0)	100%
Miscellaneous Revenue	-	-	-	-	-	-
TOTAL STCIF REVENUE	$ 2,357,422	$ 10,131,736	430%	$ 11,243,201	$ 1,111,465	90%
EXPENDITURES						
TOTAL STCIF EXPENDITURES	$ 1,689,802	$ 6,675,315	395%	$ 9,151,031	$ 2,475,716	73%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 667,621**	**$ 3,456,421**	**518%**	**$ 2,092,170**	**$ (1,364,251)**	**165%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - CONSERVATION TRUST FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Lottery Proceeds	$ 34,721	$ 31,274	90%	$ 42,000	$ 10,726	74%
Conservation Trust Interest	9,162	9,204	100%	12,000	2,796	77%
TOTAL CONSERVATION TRUST FUND REVENUE	$ 43,883	$ 40,478	92%	$ 54,000	$ 13,522	75%
EXPENDITURES						
TOTAL CONSERVATION TRUST FUND EXPENDITURES	$ -	$ -	-	$ 110,000	$ 110,000	0%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 43,883**	**$ 40,478**	**92%**	**$ (56,000)**	**$ (96,478)**	**-72%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - DISPOSABLE BAG FEE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Disposable Bag Fee	$ 7,333	$ 4,917	67%	$ 10,200	$ 5,283	48%
Transfer from General Fund	-	-	-	-	-	-
TOTAL BAG FEE FUND REVENUE	$ 7,333	$ 4,917	67%	$ 10,200	$ 5,283	48%
EXPENDITURES						
TOTAL BAG FEE FUND EXPENDITURES	$ -	$ 9,018	-	$ 10,476	$ 1,458	86%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 7,333**	**$ (4,100)**	**-56%**	**$ (276)**	**$ 3,824**	**1486%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - EXTERIOR ENERGY OFFSET (EEOP) FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Exterior Energy Offset Program	$ 29,214	$ 20,197	69%	$ 20,197	$ 0	100%
Transfer from General Fund	-	-	-	-	-	-
TOTAL EEOP FUND REVENUE	$ 29,214	$ 20,197	69%	$ 20,197	$ 0	100%
EXPENDITURES						
TOTAL EEOP FUND EXPENDITURES	$ -	$ 5,000	-	$ 29,000	$ 24,000	17%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 29,214**	**$ 15,197**	**52%**	**$ (8,803)**	**$ (24,000)**	**-173%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - OPEN SPACE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Lodging Tax	$ 195,757	$ 204,866	105%	$ 245,000	$ 40,134	84%
Penalty & Interest	186	1,669	897%	1,700	31	98%
Open Space Interest	37,011	28,498	77%	37,000	8,502	77%
Usage Fees	-	-	-	-	-	-
Open Space - Clean Up	-	-	-	-	-	-
State Grants	-	-	-	5,283	5,283	0%
Developer Contribution	-	369,660	-	-	(369,660)	-
Intergovernmental Contribution	35,000	-	0%	369,660	369,660	0%
Miscellaneous	-	-	-	-	-	-
Transfer From General Fund	-	142,500	-	142,500	-	100%
TOTAL OPEN SPACE FUND REVENUE	$ 267,954	$ 747,193	279%	$ 801,143	$ 53,950	93%
EXPENDITURES						
TOTAL OPEN SPACE FUND EXPENDITURES	$ 251,173	$ 163,549	65%	$ 438,325	$ 274,776	37%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 16,781**	**$ 583,644**	**3478%**	**$ 362,818**	**$ (220,826)**	**161%**

TOWN OF EAGLE - SPECIAL REVENUE FUNDS - DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
TIF PROPERTY TAXES	$ 26,073	$ 41,418	159%	$ 42,000	$ 582	99%
GRANTS	-	34,114		80,000	45,886	43%
DDA INTEREST	2,027	1,899	94%	2,500	601	76%
MISCELLANEOUS	-	-	-	-	-	-
TRANSFER FROM GENERAL FUND	-	-	-	-	-	-
TOTAL DDA FUND REVENUE	$ 28,100	$ 77,431	276%	$ 124,500	$ 47,069	62%
EXPENDITURES						
TOTAL DDA FUND EXPENDITURES	$ 14,403	$ 57,719	401%	$ 120,925	$ 63,206	48%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 13,697**	**$ 19,712**	**144%**	**$ 3,575**	**$ (16,137)**	**551%**

TOWN OF EAGLE - ENTERPRISE FUNDS - WASTEWATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Wastewater Sales	$ 2,354,503	$ 2,682,051	114%	$ 3,500,000	$ 817,949	77%
Plant Investment Fees (Tap Fees)	288,164	1,335,020	463%	2,452,020	1,117,000	54%
Wastewater Interest	479,166	358,060	75%	440,000	81,940	81%
Miscellaneous	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-
TOTAL WASTEWATER FUND REVENUE	$ 3,121,833	$ 4,375,131	140%	$ 6,392,020	$ 2,016,889	68%
EXPENDITURES						
TOTAL WASTEWATER FUND EXPENDITURES	$ 3,623,402	$ 2,278,663	63%	$ 5,150,153	$ 2,871,490	44%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ (501,568)**	**$ 2,096,468**	**-418%**	**$ 1,241,867**	**$ (854,601)**	**169%**

TOWN OF EAGLE - ENTERPRISE FUNDS - WATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Debt Service Surcharge	$ 359,114	$ 359,008	100%	$ 476,000	$ 116,992	75%
Water Sales - In Town	2,892,105	3,397,648	117%	4,000,000	602,352	85%
Water Sales - Out Of Town	418,718	476,411	114%	545,000	68,589	87%
Water Sales - Fill Station	11,495	13,697	119%	-	(13,697)	-
Water Materials & Other	23,790	49,678	209%	51,810	2,132	96%
Plant Investment Fees (Tap Fees)	549,299	1,813,819	330%	2,853,167	1,039,348	64%
Plant Investment Fees (Developer)	-	-	-	-	-	-
Water System Imp. Fees E.R.	-	-	-	-	-	-
Water Rights	-	114,000	-	114,000	-	100%
Water Fund Interest	811,450	655,585	81%	850,000	194,415	77%
Project Acct Interest (Loan Interest Credit)	-	-	-		-	-
Grants	-	-	-	-	-	-
Unrealized (Gain)/Loss	-	-	-	-	-	-
Service Charge	16,850	17,035	101%	16,000	(1,035)	106%
Reimbursable Income	870	-	0%	-	-	-
LOAN PROCEEDS	-	-	-	-	-	-
BOND PREMIUM	-	-	-	-	-	-
DEVELOPER CONTRIBUTION	-	-	-	-	-	-
Water Miscellaneous	-	1,176	-	1,176	(0)	100%
TOTAL WATER FUND REVENUE	$ 5,083,692	$ 6,898,058	136%	$ 8,907,153	$ 2,009,095	77%
EXPENDITURES						
TOTAL WATER FUND EXPENDITURES	$ 4,053,663	$ 5,912,527	146%	$ 13,445,715	$ 7,533,188	44%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 1,030,029**	**$ 985,531**	**96%**	**$ (4,538,562)**	**$ (5,524,093)**	**-22%**

TOWN OF EAGLE - ENTERPRISE FUNDS - REFUSE FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Trash Fees	$ 709,709	$ 769,522	108%	$ 971,500	$ 201,978	79%
Yardwaste Fees	31,848	31,960	100%	42,600	10,640	75%
Admin Fee	22,998	23,078	100%	30,500	7,422	76%
Interest	16,499	11,846	72%	15,000	3,154	79%
TOTAL REFUSE FUND REVENUE	$ 781,054	$ 836,405	107%	$ 1,059,600	$ 223,195	79%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	$ 683,976	$ 685,083	100%	$ 1,070,613	$ 385,530	64%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 97,078**	**$ 151,322**	**156%**	**$ (11,013)**	**$ (162,335)**	**-1374%**

TOWN OF EAGLE - ENTERPRISE FUNDS - STORMWATER FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Stormwater Service Charges	$ 70,019	$ 71,368	102%	$ 94,400	$ 23,032	76%
Interest	9,662	8,240		10,800	2,560	76%
Miscellaneous	-	-	-	-	-	-
Service Charge	-	-	-	-	-	-
Gain/Loss On Equip Disp	-	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
TOTAL REFUSE FUND REVENUE	$ 79,681	$ 79,608	100%	$ 105,200	25,592	76%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	$ 2,687	$ 18,547	690%	$ 39,157	$ 20,610	47%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 76,994**	**$ 61,060**	**79%**	**$ 66,043**	**$ 4,983**	**92%**

TOWN OF EAGLE - ENTERPRISE FUNDS - BROADBAND FUND

REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING SEPTEMBER 30, 2025

	ADJUSTED ACTUAL 9/30/24	ADJUSTED ACTUAL 9/30/25	% TO PY	REVISED BUDGET	REVISED BUDGET UNEARNED / UNEXPENDED	% TO REVISED BUDGET
REVENUES						
Broadband Fees - Residential (In Town)	$ 38,196	$ 66,759	175%	$ 96,000	$ 29,241	70%
Broadband Fees - Residential (Out of Town)	-	-		-	-	-
Broadband Fees - Business	34,578	45,724	132%	60,000	14,276	76%
Broadband Installation Fees	-	592	-	592	-	100%
Interest	-	19	-	-	(19)	-
Broadband Fees - Miscellaneous	-	-		-	-	-
Franchise Fees	26,073	28,533	109%	49,500	20,967	58%
Debt Proceeds	-	-		-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL BROADBAND FUND REVENUE	$ 98,847	$ 141,628	143%	$ 206,092	$ 64,464	69%
EXPENDITURES						
TOTAL BROADBAND FUND EXPENDITURES	$ 51,440	$ 114,350	222%	$ 256,729	$ 142,379	45%
NET REVENUES OVER(UNDER) EXPENDITURES	**$ 47,407**	**$ 27,278**	**58%**	**$ (50,637)**	**$ (77,915)**	**-54%**

To: Mayor Turnipseed and Town Council

From: Rachel Tand, Finance Director

Date: October 28, 2025

Agenda Item: Q3 2025 - Capital Projects Report

REQUEST: Staff requests that the Town Council review the 2025 third quarter capital improvements report that is attached to this memo.

BACKGROUND: The purpose of these quarterly reports is to provide consistent and transparent updates on the progress of Town capital projects. By doing so, we aim to enhance communication with the Council and foster trust and confidence within the community. This collaborative effort facilitates regular updates from all departments and enables us to address challenges related to project management, budgeting, and communication. Additionally, these quarterly reports provide an opportunity for more frequent discussions with the Council regarding capital projects, moving away from the annual review format.

This report includes capital projects budgeted for the current year as well as prior year projects that were not completed before year-end and were rolled into 2025 via the supplemental budget process completed in June.

ANALYSIS:

Guidelines:

1. Staff will provide a quarterly report to Council that will include:

- *All Town Capital Projects by Fund*
- *Year to date (YTD) actual amounts for each capital project*
- *Annual Original Budgets and Annual Revised Budgets for each project*
- *Budget to actual variance amounts*
- *Identify Staff Leads for each project*
- *Identify the current status of each project as defined in the "Project Status" Tab*
- *Identify the estimated completion date for the current status of the project*
- *Identify the estimated completion date for the entire project*
- *Provide comments/notes to Council regarding delays in project status*

2. Finance Role & Responsibilities:

- *Finance will update all quarterly YTD actuals and all budget adjustments on a quarterly basis.*
- *Once YTD actuals and budgets have been updated, Finance will notify staff when the report is ready for quarterly status updates and when those updates are due for the Council Packet.*
- *Once all Staff Leads have provided quarterly project status updates, Finance will follow up with any specific questions, finalize the report, and submit it to the Council Packet with quarterly financial statements.*

3. Project Staff Lead Role & Responsibilities:

- *Staff Leads should not change budget amounts or YTD actual amounts; Finance will do this. If an amount does not appear to be correct, please reach out to Finance to make the correction.*
- *Once Staff Leads receive notification from Finance that the quarterly report is ready for input, please provide the following information:*
    - ***Project Status:** Identify the current status of each project as defined in the "Project Status" Tab for the current quarter. There will be a new column for each quarter so that staff, Council, and the Community can see the progression of each project.*
    - ***Estimated Status Completion Date:** Identify the estimated completion date for the current status of the project. If the project status has changed from the last quarter, a new estimated completion date for the current status of the project needs to be identified.*
    - ***Estimated Project Completion Date:** At the beginning of the project, an "Estimated Project Completion Date" will be identified. Should this estimate change, please update this date, as necessary.*
    - ***Notes Section:** Staff does not need to provide notes every quarter unless there is something that Council should be aware of; however, if an estimated completion date has changed, you **must** make a note of that and the reasoning why. **Please keep very concise.** If staff needs to provide an extensive amount of information regarding a particular project, that can be accomplished in the monthly Council Staff Reports, or through a regular business item on the agenda.*

Project Status List:

PROJECT STATUS
Not Started
Project Initiation
Planning
Design - 30%
Design - 60%
Design - 90%
Procurement - Preparing Bid Docs (RFP/RFQ)
Procurement - Issued RFP/RFQ
Procurement - Evaluating bids/select contractors and suppliers
Procurement - Negotiate & Finalize contracts
Procurement - Contract in Review by Attorney
Procurement - Contractor Hired
Procurement - Equipment Ordered
Procurement - Equipment Received
Construction - Mobilization
Construction - Execution
Project Closeout
Post-Project Evaluation
Complete

COMMUNITY INPUT: No public comment has been received to date on this report.

BUDGET / STAFF IMPACT: Any modifications to capital projects will impact both the budget and staffing resources.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The alignment of our capital project budget to actual quarterly reports with the Town's guiding principle of 'transparency and community engagement' underscores our commitment to fostering public trust through timely communication and feedback from both the Council and our community.

Many of the projects outlined in the report are closely aligned with strategic objectives. However, it is during the analysis and prioritization stages that we emphasize the importance of maintaining alignment with the

Council's strategic plan. By doing so, we ensure that our efforts are consistently directed towards fulfilling the broader goals and vision set forth by the Council.

RECOMMENDED ACTION OR PROPOSED MOTION: Please review the attached report and provide feedback or raise any concerns regarding specific capital projects.

ATTACHMENTS:

- 2025 Q3 - Capital Projects Report

Capital Improvement Plan Summary 2025

New Project
Complete Project
Funding Change

Fund	Staff Lead	Project	2025 Orig Budget	2025 Rev YE Budget	2025 YTD Actual	Budget to YTD Actual Variance	2025 Q1 Status	2025 Q2 Status	2025 Q3 Status	Est. Status Completion Date	Est. Project Completion Date	Status Notes
Capital Imp Fund	Rachel Tand	Pool and Ice Capital Improvements Funding	50,000	50,000	50,000	-	Not Started	Complete	Complete	4/30/25	4/30/2025	Transfer of funds to the Eagle Rec Advisory Corp
Capital Imp Fund	Kevin Aoki	Monument Reader Board - Grand Avenue	37,500	37,500	37,120	380	Not Started	Construction - Execution	Complete	9/30/25	9/30/2025	Sign is installed
Capital Imp Fund	Larry Pardee	*NEW* Property Acquisition Grand Avenue	-	786,708	786,708	-	Not Started	Not Started	Complete	10/7/25	10/7/2025	In-Service 10/7/25
Capital Imp Fund	Kevin Fontana	Streets: Bucket Truck	191,000	191,000	193,985	(2,985)	Procurement - Equipment Received	Complete	Complete	3/13/25	3/13/2025	In-Service 3/13/25
Capital Imp Fund	Carrie Buhlman	Mobile Radar Speed Trailer	19,000	19,000	18,506	494	Not Started	Complete	Complete	3/25/25	3/25/2025	In-Service 3/25/25
Capital Imp Fund	Kevin Aoki	Fiber Conduit -To Cemetery Tank for Town Internet Service	37,100	37,100	-	37,100	Construction - Mobilization	Construction - Execution	Construction - Execution	12/31/25	12/31/2025	Rolled over from prior year - Conduit is complete, waiting to run fiber once Cemetery Tank is complete. Will have to wait until spring if it's not done by October (Holy Cross is doing install).
Capital Imp Fund	Kevin Fontana	B&G: Chevy Silverado /Weed Sprayer	80,000	80,000	83,088	(3,088)	Procurement - Equipment Ordered	Construction - Execution	Construction - Execution	11/30/25	12/31/2025	Connected with the V-Box Spreader; truck is currently at the dealer
Capital Imp Fund	Carrie Buhlman	*NEW* Shipping Container for Secure Equipment & Trailer Storage	-	15,000	-	15,000	Not Started	Not Started	Construction - Execution	11/30/25	12/31/2025	On track to complete by year-end
Capital Imp Fund	Carrie Buhlman	Town Hall Basement Remodel - Public Safety Secure Storage	7,000	7,000	460	6,540	Not Started	Planning	Construction - Execution	11/30/25	12/31/2025	On track to complete by year-end
Capital Imp Fund	Tom Gosiorowski	Grand Avenue Improvements	2,000,000	1,700,000.00	5,021.41	1,694,978.59	Design - 60%	Design - 60%	Design - 60%	12/31/25	12/31/2029	Currently at 60% Design
Capital Imp Fund	Kira Koppel	Building Electrification - Prior Year Approved Request, including Building Envelope and Solar PV	1,701,180	1,201,180	62,634	1,138,546	Planning	Design - 60%	Design - 90%	10/31/25	8/31/2026	90% meeting scheduled for 10/30
Capital Imp Fund	Tom Gosiorowski	Street Replacement: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard (was $2,000,000 in original approved budget)	150,000	150,000	48,257	101,743	Design - 30%	Design - 90%	Design - 90%	12/31/25	12/31/2026	Will be at 90% design by year-end; public meeting was 6/18, update to Council 7/22
Capital Imp Fund	Kevin Aoki	IT Equipment Racks - PW Office Remodel, W/WW & Town Hall	15,500	15,500	-	15,500	Not Started	Not Started	Not Started	11/30/25	12/31/2025	Coordinating with office rebuild, which plans to start in Q3
Capital Imp Fund	Tom Gosiorowski	Public Works Office Remodel	30,000	30,000	-	30,000	Planning	Planning	Planning	12/31/25	12/31/2025	
Capital Imp Fund	Kevin Fontana	Electric V-Box (Sand Spreader)	15,000	15,000	-	15,000	Procurement - Negotiate & Finalize contracts	Procurement - Equipment Ordered	Procurement - Equipment Ordered	11/30/25	12/31/2025	This will be installed on the new truck so timing is based on when the truck is ready
Capital Imp Fund	Kevin Fontana	B&G: John Deere 301- A Tractor	64,000	64,000	-	64,000	Procurement - Evaluating bids/select contractors and suppliers	Procurement - Evaluating bids/select contractors and suppliers	Procurement - Evaluating bids/select contractors and suppliers	11/30/25	11/30/2025	Evaluating quotes from vendors
Capital Imp Fund	Carrie Buhlman	Public Safety: Patrol Vehicles	345,840	345,840	58,074	287,766	Not Started	Planning	Procurement - Negotiate & Finalize contracts	11/30/25	12/31/2025	On track to complete by year-end
Capital Imp Fund	Kevin Aoki	Security Cameras & Access Controls	77,547	77,547	77,547	-	Complete	Project Closeout	Project Closeout	12/31/25	12/31/2025	Work completed, final lease payment in 2025
Capital Imp Fund	Ryan Johnson	Sylvan Lake Road Bike & Ped Safety Improvements	1,100,000	1,130,000	693,219	436,781	Construction - Mobilization	Construction - Execution	Project Closeout	11/30/25	12/31/2025	Grant reimbursement will need to occur with CDOT
Capital Imp Fund	Kevin Fontana	B&G: Air Compressor Trailer/185 Atlas	65,000	65,000	30,629	34,371	Procurement - Evaluating bids/select contractors and suppliers	Project Closeout	Project Closeout	11/30/25	10/31/2025	Finishing up invoicing; equipment is received
Conservation Trust Fund	Alex Smiley	Haymaker Trailhead Vault Restroom & Water Fountain	110,000	110,000	-	110,000	Procurement - Preparing Bid Docs (RFP/RFQ)	Procurement - Preparing Bid Docs (RFP/RFQ)	Procurement - Preparing Bid Docs (RFP/RFQ)	11/30/25	12/31/2025	RFP has not been issued yet but team still believes this can be done by year-end
Open Space Fund	Alex Smiley	Restoration Project/Habitat Improvements on Open Space (Brush Creek and Hernage Creek) - rolled over $37,812 unused from 2024	120,000	157,812	15,691	142,121	Procurement - Contractor Hired	Procurement - Contractor Hired	Construction - Execution	11/30/25	12/31/2025	In process now, on track to be complete by year-end
Open Space Fund	Alex Smiley	Open Space & Trails Master Plan Implementation Phase 1 & 2 - Planning & Implementation Process	40,256	30,000	-	30,000	Planning	Planning	Planning	1/31/26	12/31/2026	Possible implementation next summer 2026. $30K in 2025 is for environmental studies.
Open Space Fund	Alex Smiley	VVMTA Open Space Signage Project	-	3,000	-	3,000	Not Started	Not Started	Planning	12/31/25	12/31/2025	Utilizing unused project Hockett Gulch signage funds
Refuse Fund	Kevin Aoki	Oil Drop Site - Security Camera and License Plate Reader	32,000	32,000	-	32,000	Not Started	Not Started	Not Started	11/30/25	12/31/2025	Staff determining power source, getting a quote from electrician
Sales Tax CIF	Melissa Daruna	Nogal Park - Playground	100,000	50,000	15,807	34,193	Planning	Design - 30%	Design - 90%	12/31/25	12/31/2026	Design fully complete, construction in 2026
Sales Tax CIF	Melissa Daruna	Skateboard Park Design	30,000	30,000	15,000	15,000	Planning	Design - 90%	Design - 90%	12/31/25	12/31/2025	Design fully complete; construction will be another phase with additional Council approval and funding needed
Sales Tax CIF	Melissa Daruna	Eagle Pool Rebuild	6,653,907	7,311,198	5,743,754	1,567,444	Construction - Execution	Project Closeout	Project Closeout	11/30/25	12/31/2025	Final invoicing
Sales Tax CIF	Ryan Johnson	Sidewalk / Trail: Nogal Road	220,000	220,000	1,350	218,650	Procurement - Contractor Hired	Construction - Execution	Project Closeout	10/31/25	12/31/2025	Final tree removal happening in October
Sales Tax CIF	Melissa Daruna	BMX Park Improvements	-	26,922	26,403	519	Construction - Execution	Project Closeout	Project Closeout	11/30/25	12/31/2025	Final invoicing - will be submitted with GOCO Grant
Sales Tax CIF	Melissa Daruna	Brush Creek Park - Playground Equipment	225,000	250,000	209,807	40,193	Procurement - Equipment Ordered	Procurement - Equipment Ordered	Project Closeout	11/30/25	12/31/2025	Final invoicing
Wastewater Fund	Stephan Wilson	*NEW* Brush Creek and Eagle River Temperature Monitoring Stations	-	14,963	14,963	-	Not Started	Not Started	Construction - Mobilization	11/30/25	12/31/2025	On track to complete by year-end. Need permitting letter from CPW.
Wastewater Fund	Stephan Wilson	Nutrient Criteria Nitrogen	4,550,000	2,000,000	290,618	1,709,382	Procurement - Issued RFP/RFQ	Design - 60%	Design - 60%	11/30/25	12/31/2026	Construction starting 12/25
Wastewater Fund	Stephan Wilson	Grand Avenue Wastewater Infrastructure Improvements	30,000	45,000	22,141	22,859	Design - 60%	Design - 60%	Design - 60%	12/31/25	12/31/2029	
Wastewater Fund	Stephan Wilson	Headworks Screen	235,000	24,000	9,449	14,551	Design - 90%	Design - 90%	Design - 90%	12/31/25	3/31/2026	Balance pushed to 2026
Wastewater Fund	Stephan Wilson	Process Building: Fire Alarms	-	5,000	-	5,000	Not Started	Design - 90%	Design - 90%	12/31/25	6/30/2026	Pending permitting, moving balance to 2026
Wastewater Fund	Stephan Wilson	Wastewater: Ford F-150	85,000	85,000	-	85,000	Procurement - Evaluating bids/select contractors and suppliers	Procurement - Equipment Ordered	Procurement - Equipment Received	10/31/25	10/31/2025	Truck received in October
Wastewater Fund	Kevin Aoki	Security Cameras and Access Controls	8,158	8,158	8,158	-	Project Closeout	Project Closeout	Project Closeout	8/31/25	8/31/2025	Work completed, final lease payment in 2025
Water Fund	Stephan Wilson	UBWTP: 2 MG Tank Rehab	-	7,397	7,397	-	Complete	Complete	Complete	1/30/25	1/30/2025	Project almost entirely complete in 2024, other than design approvals with the State completed in January 2025.
Water Fund	Stephan Wilson	*NEW* UBWTP Heaters (2)	-	22,481	22,481	-	Complete	Complete	Complete	3/31/25	3/31/2025	Heaters are purchased and installed 3/31/25
Water Fund	Stephan Wilson	Brush Creek Transmission Main PRV	-	30,000	19,098	10,902	Not Started	Complete	Complete	5/15/25	5/15/2025	In-Service 5/15/25
Water Fund	Stephan Wilson	Lower Eby Creek Tank and Booster Pump Station Replacement	1,789,046	2,328,974	809,998	1,518,976	Procurement - Contractor Hired	Construction - Execution	Construction - Execution	12/31/25	5/31/2026	Project will require $100K rollover in 2026 + $50K in new funding. A ROW Permit is going to be required.
Water Fund	Stephan Wilson	Cemetery Tank	2,200,000	3,779,278	1,659,507	2,119,771	Construction - Execution	Construction - Execution	Construction - Execution	12/31/25	6/30/2026	We will need $250,000 rollover to finish up in 2026.
Water Fund	Stephan Wilson	UBWTP Fire Alarms	-	10,000	-	10,000	Not Started	Construction - Execution	Construction - Execution	11/30/25	12/31/2025	Pretreatment finished, working on filter building

Capital Improvement Plan Summary 2025

New Project
Complete Project
Funding Change

Fund	Staff Lead	Project	2025 Orig Budget	2025 Rev YE Budget	2025 YTD Actual	Budget to YTD Actual Variance	2025 Q1 Status	2025 Q2 Status	2025 Q3 Status	Est. Status Completion Date	Est. Project Completion Date	Status Notes
Water Fund	Stephan Wilson	Brush Creek Transmission Main Replacement - Phase III	1,800,000	1,920,000	48,617	1,871,383	Design - 90%	Construction - Mobilization	Construction - Execution	11/30/25	12/31/2025	Complete in 2026 - funding pushed to 2026 for revegetation
Water Fund	Stephan Wilson	East Eagle Tank & Distribution	2,500,000	5,000	2,419	2,581	Design - 30%	Design - 30%	Design - 30%	1/31/26	12/31/2029	Project pushed to 2026
Water Fund	Stephan Wilson	Grand Avenue Water Infrastructure Improvements	30,000	45,000	28,249	16,751	Design - 60%	Design - 60%	Design - 60%	12/31/25	12/31/2029	
Water Fund	Ryan Johnson	Water Line: Downtown Distribution: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard	200,000	200,000	22,670	177,330	Design - 30%	Design - 30%	Design - 90%	12/31/25	12/31/2025	Will be at 90% design by year-end
Water Fund	Stephan Wilson	Water: Ford F-150 (From Wastewater)	5,000	5,000	-	5,000	Not Started	Not Started	Not Started	10/31/25	12/31/2025	New truck has been received, so this is ready to transfer
Water Fund	Stephan Wilson	*NEW* LBWTP Drying Bed Waterproofing Membranes	-	50,000	-	50,000	Not Started	Not Started	Planning	12/31/25	12/31/2025	Project will be completed this year pending weather, we may need to move to 2026
Water Fund	Stephan Wilson	*NEW* PLC Upgrades: UBWTP, Highlands, & Frost Creek	-	193,782	-	193,782	Not Started	Not Started	Procurement - Equipment Ordered	12/31/25	12/31/2025	Should be complete by year-end
Water Fund	Stephan Wilson	Water: Ford F-150 Lighting (New Addition)	80,000	80,000	-	80,000	Procurement - Evaluating bids/select contractors and suppliers	Procurement - Equipment Ordered	Procurement - Equipment Received	11/30/25	10/31/2025	Truck received in October
Water Fund	Kevin Aoki	Security Cameras and Access Controls	13,324	13,324	13,324	-	Project Closeout	Project Closeout	Project Closeout	8/31/25	8/31/2025	Work completed, final lease payment in 2025
Water Fund	Stephan Wilson	Lower Eby Creek Tank Coating	1,250,000	1,250,000	500,382	749,618	Procurement - Contractor Hired	Construction - Execution	Project Closeout	11/30/25	12/31/2025	Project is done, waiting on booster pump station and tank disinfection
Water Fund	Stephan Wilson	UBWTP Pretreatment Valve and Actuator	-	20,000	-	20,000	Not Started	Project Closeout	Project Closeout	11/30/25	12/31/2025	Work is complete, waiting on invoicing
Total		**55**	**28,292,358**	**26,380,663**	**11,652,530**	**14,728,133**						

To: Mayor and Town Council

From: Larry Pardee, Town Manager
Rachel Tand, Finance Director

Date: October 28, 2025

Re: 2025 – 2026 Operating & Capital Budget Public Hearing

REQUEST: Staff request that Town Council review and provide feedback on the 2025 Supplemental Budget and proposed 2026 Budget, in conjunction with the staff memo below and those provided during previous work sessions. Changes from previous versions of the budget are shown in red font or highlighted yellow. In addition, please review the attached **2026 Fee Schedule Draft**.

INTRODUCTION: The budget process requires significant time and dedication from both Staff and Council. The budget serves as a blueprint for Town operations and a means of communicating our collective priorities. As stewards of public resources, it is essential to uphold our fiscal responsibility to the citizens and taxpayers of our community. This responsibility involves managing the hard-earned tax dollars of our citizens effectively, ensuring that every dollar is spent wisely and, in the community's best interest. The decisions presented in this document will require thoughtful consideration from Council, as outlined in the analysis below.

The Town has experienced steady growth in General Fund revenues over the past ten years. In response to this growth and the economic landscape, we made significant new investments in our operating budgets, particularly in personnel and wage increases, to remain competitive in the labor market. In addition, we invested in new and increased services for the Town such as sustainability, IT expansion, communications, and economic development and housing. With General Fund growth now slowing to a more modest amount as sales tax revenue stabilizes, we must focus on maintaining the services we are currently providing rather than adding new services. Our priorities are to take care of the staff and programs that we have, continue to invest in critical capital projects, maintain sufficient reserves, and ensure the Town's long-term financial stability.

This Public Hearing is an opportunity to look at the Town's projected operating revenue and expenditures, as well as capital expenditures and the updated five-year Capital Improvement Plan. The analysis provides an overview of our budget approach, fund summaries, and next steps. Staff will make any necessary adjustments based on feedback received at this meeting.

ANALYSIS:

Budget Approach

For 2026, based on preliminary revenue projections, we required Staff to maintain a **flat (0% increase)** budget. **It's important to note that because we implemented 5% budget reductions in 2025, we are**

effectively asking Staff to maintain those reductions this year as well as not receive any new funding. This directive excluded personnel and mandatory contract increases such as software, Animal Control, and Dispatch services, allowing the Town to focus on increased investment in targeted areas. The General Fund added over $240,000 in mandatory contract increases alone, with the majority in Public Safety.

Our goal is to present a balanced budget to Council, with projected operating revenues equaling or exceeding projected operating expenditures. This is not possible in 2026 without reducing planned expenditures in the General Fund, but we are able to strategically spend down fund balance reserves. We take a conservative approach to budgeting for both revenues and expenditures. Typically, actual revenues exceed budgeted amounts by year-end, and costs are calculated based on 100% employment of all positions throughout the year, something that rarely occurs. As a result, we often realize a year-end surplus, which allows us to transfer funds to support capital projects. These conservative budgeting practices help ensure the Town does not commit to unsustainable operating expenses.

In this draft, Council asked Staff to attempt to close the ($709,037) proposed 2026 General Fund operating deficit presented at the October 14th Public Budget Hearing, which included $300,000 allocated as one-time street resurfacing funds. In addition, Council directed us to add $75,000 to fund a West Eagle Long-Range Planning Study and reduce the ongoing 2026 Council Community Requests budget from $50,000 to $25,000. Staff Leadership performed additional revenue and expenditure analyses and completed a comprehensive staffing review, both of which will be discussed in more detail below. The net result of these adjustments is a final proposed 2026 General Fund operating deficit of ($182,391), an improvement of $526,646 over the prior draft. The proposed operating deficit will be fully funded by fund balance reserves. We are also able to return the Capital Improvement Fund transfer to $2,000,000, including $1,500,000 to Grand Avenue, based on fund balance reserves.

Townwide Personnel Growth:

Overall townwide personnel actual spend has increased 50% since 2022:

- 2022 - $6,001,820 *(Actual)*
- 2023 - $7,871,575 *(Actual)*
- 2024 - $9,014,874 *(Actual)*
- 2025 - $11,025,245 *(Original Budget)* $10,184,183 *(Revised Budget)*
- 2026 - $11,061,124 *(Proposed Budget)*

We have added staff to maintain and enhance the delivery of essential governmental services in our community, including for the addition of the new Lower Basin Water Treatment Plant, as well as adding staff for sustainability, economic development and housing, communication, code enforcement, and engineering. In addition, inflation and intense local competition for employees have increased the Town's expenses. Although over a dozen requests were made for new or reclassified positions in 2026, due to current revenue constraints, Staff is only seeking Council's input on the following positions for the 2026 budget:

- **Police Officer** – This existing position was fully grant-funded for the past two years but now must be absorbed by the Town. If or when a police officer leaves the Town in the future, this position will not be backfilled, but we must budget as if no turnover will occur.
- **Public Safety Reclassification Request** – the Town Manager approved a prior year reclassification request that is reflected in this second draft of the budget.

- **Open Space Ranger** – This position was budgeted in 2025 with external revenue to support the expense. If Council chose to fund this position, at a cost of $104,300 to the Town, it would be with the expectation of no external funding. We have removed this from the current budget draft, at Council's request, and added one part-time, seasonal Open Space tech.
- **Public Works Equity Adjustments** – The Town Manager approved additional market-based equity adjustments for 2026 in Water, Wastewater, and Streets.

Personnel Restructuring Proposal

At the direction of Council, Leadership has developed a plan to further reduce ongoing operating costs, as outlined below. The net General Fund impact is ongoing operating expense reduction of ($261,216) total in multiple departments based on payroll allocation: Engineering, General Administration, Building & Grounds, Information Center, and Events. In addition, the Open Space Fund, Water Fund, and Wastewater Fund personnel budgets were reduced for their allocated portion of the positions below.

After a comprehensive analysis of all existing positions including vacancies, Staff Leadership propose to restructure the following five positions effective January 1, 2026. These decisions are extremely difficult, but Staff Leadership agree that we need to reduce personnel expenditures to minimize future operating deficits in the General Fund. It is critical that we safeguard the Town's long-term financial sustainability, and the list below provides the greatest relative savings with the least impact to full-time existing staff and Town operations.

HR Generalist: This will become a vacant position in November 2025 due to voluntary turnover and will be backfilled as 0.50 FTE. HR plans to transition from a Human Resources team of 2.0 FTEs to 1.5 FTEs. This change will impact the services we provide to staff. With fewer hands available, our ability to respond as quickly or as comprehensively as before may be affected, particularly in areas such as employee relations (conflict resolution, disciplinary actions, investigations), training, employee events, recruitment support, safety, benefits administration, translating and day-to-day administrative tasks such as employee surveys, new hire orientation, onboarding, offboarding, compliance leave and absence management, and workers' compensation. We remain committed to delivering high-quality HR services and supporting our staff to the best of our ability. However, we will need to ask for patience and understanding as we adjust to this new staffing level. We will review our priorities and workflows to ensure we continue to meet the most critical needs efficiently.

Information Center (2) Positions: These are currently filled part-time positions. The Info Center and surrounding site (park, bathrooms, museum, boat ramp) is frequented by travelers heading both directions on I70 looking for a break, people in need of more resources on local and regional amenities and locals using the park. The Info Center staff report that they see the most traffic come into the Info Center between April and late October. The guest logs show an average of approximately 10 – 25 people per day on Thursday – Sunday during those months. The staff estimate about twice as many stop just for the restrooms. Some days it can be more than 60 people when there is something big going on in Town or Vail Pass or Glenwood Canyon are closed. The Info Center staff always inquire about where visitors are headed and encourage people to venture further into Eagle, providing referrals for activities and restaurants and keeping a referral log.

Closing the Info Center will certainly have an impact on those who seek out more information as they travel to or through Eagle. The staff agree that more could be done to provide improved amenities and services at the Info Center. Until staff have a more targeted plan and funding, however, temporarily

closing it is an option to assist with the General Fund expenses. Closing the Info Center will also provide a minimal amount (< $1,000) of operating budget savings, in addition to payroll and related expenses.

Public Works Building & Grounds Technician: This is currently a vacant position. Eliminating the open B&G Maintenance Technician position is undesirable but feasible and will reduce the level of service provided through public buildings and parks due to reduced staff capacity. During the winter months, reduced levels of service will include recreation paths being plowed later in the day, and additional public restrooms will be closed for the season (including the River Park, Brush Creek Park, and Terrace Park). During the shoulder season months (April/May & September/October) when we do not have seasonal staff, there will likely be a reduction in service such as less frequent public restroom cleaning and mowing of public parks. Additionally, the reduction in staffing will reduce our capacity to take on or assist with special projects like the Brush Creek Park Playground project that was completed in 2025.

Public Works Inspector: This is currently a filled position, but the employee has been offered an alternative vacant full-time position. Eliminating the Public Works Inspector (PWI) position is undesirable but feasible because the inspector work this position performs can be performed by other Engineering staff. The PWI generally splits their time 50% to capital improvement projects and 50% to private development projects. It is essential for us to prioritize private development projects, so as other staff absorb the work load, the net effect is that we lose capacity for capital improvement projects. This will result in us rescheduling the 5 Year Capital Improvement Plan, resulting in the deferral of several capital projects to future years due to the reduced staff capacity. The PWI also provides significant assistance with providing required underground utility locates, so this work must be shifted to other staff in the Water and Wastewater Divisions, which will reduce the amount of time those staff spend on utility operations, particularly during the summer construction months.

Personnel Budget Increases:

- **Compensation: Staff has budgeted a 4% combined merit and cost of living increase at Council's request,** based on performance and an evaluation of goal achievement. HR's analysis of compensation increases locally as well as through the Employers Council indicate increases for 2026 between 3% and 5%.

  In 2023 and 2024, the Town made significant market and pay plan/pay grade adjustments. For 2026, in addition to the proposed 4% increase outlined above, we are proposing that current market adjustments be evaluated next Spring. If there are any significant changes, we will bring them before Council next year for consideration. The delay is to allow time for HR, Finance, and our third-party vendor to fully evaluate the Pay Plan in conjunction with the requests we've received for reclassifications. In addition, we will be able to see if 2026 revenue will support mid-year pay increases.

- **Health Benefits:** The Town currently offers staff a PPO plan and High-Deductible Health Plan (HDHP). We received notice from CEBT of a 17% increase for both plans due to losses related to claim activity in the prior 12-month period. Fortunately, as a Town we have historically budgeted health insurance very conservatively, resulting in budget savings of over $400,000 in 2025. We have decided to strategically use a portion of these savings to fund part of the 17% increase, to keep the increase to staff manageable. In addition, we are proactively investing in the HDHP to encourage employees to switch from the PPO plan. This is the best option we have to reduce claim-related losses in the future, which directly impacts our premiums. Within CEBT,

some organizations only saw a 5% increase in premiums this year (compared to our 17%) due to their lower loss ratios based on claim activity.

Due to our conservative budgeting practices in prior years, we have been able to keep the plans the same from last year, including our standard contribution to the HRA reimbursement account, with only modest increases to staff premiums. In addition, we are proud to be able to fund employee HSA accounts for the first time ever. Single employees will receive $1,000 in their HSA account on the first pay period in January, and employees with at least one other person on their health insurance plan will receive $1,500. With the revised premiums and this contribution to the HSA, it is now **more cost effective for every single employee to be on the HDHP instead of the PPO plan**. In addition, new employees will now only be eligible to elect HDHP. We hope that in time the majority if not all of staff will transition to this plan.

PPO Plan			
	2025	2026	
EE Premiums:	Annual Premiums*		*Increase $*
EE	$ 712	$ 813	*$ 101*
EE + Spouse	2,578	2,866	*289*
EE + Children	2,383	2,651	*267*
Family	4,023	4,479	*456*
No Plan Changes:	Single/Family	Single/Family	
Deductibles	$3,000 / $6,000	$3,000 / $6,000	
Maximum OOP	$5,000 / $10,000	$5,000 / $10,000	
With HRA Benefit:	Single/Family	Single/Family	
Deductibles	$2,000 / $4,000	$2,000 / $4,000	
Maximum OOP	$2,000 / $4,000	$2,000 / $4,000	

Premium Split	
Employee	**Employer**
6%	94%
10%	90%
10%	90%
12%	88%

** Annual premiums are based on employee utilizing $25 monthly wellness discount*

High Deductible Health Plan			
	2025	2026	
EE Premiums:	Annual Premiums*		*Increase $*
EE	$ 386	$ 407	*$ 21*
EE + Spouse	1,634	1,694	*60*
EE + Children	1,509	1,565	*56*
Family	2,524	2,612	*88*
Plan Changes:	Single/Family	Single/Family	
Deductibles	$5,000 / $10,000	$5,000 / $10,000	
Maximum OOP	$5,000 / $10,000	$5,000 / $10,000	
With HRA Benefit:	Single/Family	Single/Family	
Deductibles	$2,000 / $4,300	$2,000 / $4,300	
Maximum OOP	$2,000 / $4,300	$2,000 / $4,300	
With HRA & HSA Benefit:	Single/Family	Single/Family	
Deductibles	$2,000 / $4,300	$1,000 / $2,800	
Maximum OOP	$2,000 / $4,300	$1,000 / $2,800	

Premium Split	
Employee	**Employer**
3%	97%
6%	94%
6%	94%
8%	92%

** Annual premiums are based on employee utilizing $25 monthly wellness discount*

- **Retirement Benefits:** Employee and Town retirement contributions are unchanged at 7% each for 2026, though the 4% compensation increase does have a financial impact to the Town.

General Fund Summary

Revenue Summary

In 2026, Staff is projecting General Fund revenue of $13,325,339, a year-over-year increase of $603,297 or 4.7% from the original 2025 budget. At the request of Council, staff has worked to close the operating gap in the General Fund. An analysis of YTD revenue through October 2025 revealed that several revenue sources including sales tax, road and bridge tax, and interest could be updated to more accurately reflect actual 2025 results. It's important to note that we are **budgeting revenue less conservatively** than in prior years to better match budget to actuals, allowing us to budget the General Fund more strategically. If revenue does not come in at the same levels as 2025, we will need to depend upon expenditure savings to meet our transfer and fund balance targets in 2026. We also updated 2025 revenue budgets through October 2025 to ensure we were capturing the most accurate forecasts, which increased our projected starting 2026 fund balance by approximately $521K to $7,091,870.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	**$ 7,478,461**	**$ 5,454,325**	**$ 6,875,935**	**$ 7,091,870**	**3%**	**$ 215,935**
REVENUE						
Taxes	10,341,999	10,227,500	10,721,668	10,412,423	-3%	(309,245)
Licenses and Permits	573,748	509,350	1,061,200	801,300	-24%	(259,900)
Intergovernmental Revenue	1,260,170	1,205,116	1,053,498	1,126,572	7%	73,074
Charges for Services	416,851	273,000	608,710	490,400	-19%	(118,310)
Fines & Forfeitures	198,739	95,838	461,900	107,910	-77%	(353,990)
Misc. Revenues	586,954	246,565	455,095	247,600	-46%	(207,495)
Transfers from Other Funds						-
From Water	66,116	69,632	69,632	68,255	-2%	(1,377)
From Wastewater	47,797	49,426	49,426	45,503	-8%	(3,923)
From Refuse	16,000	16,000	14,000	14,000	0%	-
From Broadband	-	2,833	2,833	2,844	0%	11
From Capital Improvements	-	-	-	-	-	-
From Bag Fee Fund	-	5,000	5,000	-	-100%	(5,000)
From EEOP Fund	-	5,000	-	-	-	-
From Open Space	12,226	16,782	16,782	8,532	-49%	(8,250)
TOTAL REVENUE	**$ 13,520,600**	**$ 12,722,042**	**$ 14,519,744**	**$ 13,325,339**	**-8%**	**$ (1,194,405)**
TOTAL SOURCES	**$ 20,999,061**	**$ 18,176,367**	**$ 21,395,679**	**$ 20,417,209**	**-5%**	**$ (978,470)**

Sales Tax: We continue to see the stabilization of sales tax growth that began at the end of 2023. In prior years, the Town had experienced substantial double-digit percentage growth in sales tax revenues. This growth slowed considerably in 2024, and year-to-date 2025 has been around 3% year-over-year. For 2026, we are projecting that sales tax will match the 2025 projected year-end amount.

Tobacco Tax: Based on the tobacco flavor ban passed by Town Council this year and effective January 1, 2026, we are estimating a decrease of ($310,140) in tobacco tax revenue next year. We do not have sales data that identifies which portion of current sales are flavored products, but based on input from the community, we are conservatively estimating a 50% drop in that tax revenue.

Property Tax: The Town received the 2025 preliminary certification of values, indicating a 17% increase in actual property value over the prior year, which will result in a $51,000 or 9% increase in 2025 property tax received in 2026.

Building Permits: Staff is projecting a 26% decrease in building permits over the 2025 revised budget, based on planned permits for Haymeadow Neighborhoods and 1215 Chambers Avenue. We are only budgeting for projects that in Staff's estimation are 95% or higher likely to be billed in 2026, to avoid artificially boosting revenue with one-time funds.

Grant Revenue: We budget for grants that have already been awarded, not speculative grants. Below are the General Fund grants currently budgeted for 2025 and 2026:

General Fund Grants	2025	2026	TOTAL
CO Tourism Office - Wayfinding Grant	$ 8,000	$ 12,000	$ 20,000
Bike Rebate	1,822	-	1,822
Building Electrification Grant - Planning	6,400	-	6,400
DOLA Software Implementation Grant	54,100	157,900	212,000
DOLA REDI Grant - Townwide Business Advancement	-	100,000	100,000
SMART Policing Grant	389,238	-	389,238
CPW Human-Bear Conflict Grant	-	38,810	38,810
SS4A Grant - Comprehensive Safety Plan	103,682	-	103,682
Local Planning - Affordable Housing	37,048	-	37,048
TOTAL	**$ 600,290**	**$ 308,710**	**$ 909,000**

Transfers In: Transfers in from other funds were calculated and updated for this draft budget.

Other Revenues: There are no notable changes for other revenue sources.

Expenditure Summary

For 2026, the combined departmental General Fund operating budget is $13,507,730, an increase of $801,421 from the 2025 revised budget. Including transfers to other funds, 2026 proposed total expenditures for the General Fund will be $15,607,730, including $300,000 set aside for street resurfacing as needed (included in Total Expenditures below).

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
TOTAL SOURCES	**$ 20,999,061**	**$ 18,176,367**	**$ 21,395,679**	**$ 20,417,209**	**-5%**	**$ (978,470)**
EXPENDITURES						
Town Council	148,203	129,187	127,167	127,341	0%	174
General Government	1,217,235	607,402	673,131	618,628	-8%	(54,503)
General Administration	943,581	1,021,972	1,025,054	964,917	-6%	(60,137)
Information Technology	691,686	769,739	831,856	891,651	7%	59,795
Community Development	1,199,627	1,408,229	1,550,605	1,844,978	19%	294,373
Streets	2,083,333	2,049,867	2,009,776	2,350,751	17%	340,975
Engineering	360,877	471,152	457,566	433,754	-5%	(23,812)
Buildings & Grounds	1,171,856	1,155,764	1,156,802	1,115,704	-4%	(41,098)
Public Safety	3,277,520	3,825,647	3,717,762	3,883,078	4%	165,316
Municipal Court	90,740	112,427	114,350	101,570	-11%	(12,780)
Information Center	25,599	27,031	27,069	-	-100%	(27,069)
Events	438,744	451,724	437,644	447,931	2%	10,287
Communication & Marketing	137,519	178,724	98,388	194,629	98%	96,241
Sustainability	-	182,822	204,885	195,397	-5%	(9,488)
Economic Development & Housing	-	281,592	274,254	337,401	23%	63,147
TOTAL EXPENDITURES	**$ 11,786,520**	**$ 12,673,280**	**$ 12,706,309**	**$ 13,507,730**	**6%**	**$ 801,421**
CURRENT YEAR OPERATING INCOME / LOSS	**$ 1,734,080**	**$ 48,762**	**$ 1,813,435**	**$ (182,391)**		
TOTAL TRANSFERS TO OTHER FUNDS	**$ 2,336,606**	**$ 1,597,500**	**$ 1,597,500**	**$ 2,100,000**	**31%**	**$ 502,500**
					-	
TOTAL EXPENDITURES & TRANSFERS	**$ 14,123,126**	**$ 14,270,780**	**$ 14,303,809**	**$ 15,607,730**	**9%**	**$ 1,303,921**

Fund Balance Summary

The proposed estimated ending fund balance for 2026 is $4,809,479, with an unassigned fund balance of $4,053,013. This represents 30.0% of operating expenditures, which exceeds the minimum outlined in the Town's fund balance and reserve policy. Staff recommend that we maintain the excess 5% ($676,080) to cover one-time needs in 2026 and / or transfer funding to the Capital Projects Fund in 2027. Because the

Town is still showing an operating loss of ($182,391), we do not recommend funding any ongoing operating expenditures from this available balance, which is a result of prior year budget savings.

Capital Improvement Fund (CIF) Summary

Revenue Summary

In 2026, Staff projects total revenue of **$4,986,500**, a decrease of 29% or ($2,003,340) from the 2025 revised budget but an increase of $918,453 from the 2025 original budget. Revenue in the CIF is almost entirely one-time funds that come in as projects and/or grants occur. We currently have two budgeted projects (Haymeadow Neighborhoods and 1215 Chambers Avenue), based on our threshold of 95% likeliness to occur.

Transfers into the Capital Improvements Fund:

- **$250,000 Transfer from Sales Tax Capital Improvement Fund** – Based on the community survey conducted in 2024, many respondents indicated a desire for STCIF sales tax revenue to be allocated to fund paved paths along the Grand Avenue Project. Staff continues to recommend an annual transfer of $250,000 to the Grand Avenue Project until its completion, specifically for constructing paved paths along the corridor.
- **$500,000 Transfer from the General Fund for General Capital Projects** – Staff is recommending this transfer for on-going capital projects on an annual basis.
- **$1,500,000 Transfer from the General Fund for Grand Avenue Project** – Council and Staff's goal is to fund $1,500,000 annually until the project is completed.

Expenditure Summary

Staff have requested three new projects for 2025 totaling $819,574 and changed two amounts, leaving a final 2025 budget of **$6,035,241**. The Shipping Container and drone are both funded by Public Safety Impact Fees received exceeding budget and have been approved by the Town Manager. The drone also received a $5,000 grant to offset the expense that is reflected in 2025 revenue.

2026 projects include $5,443,144 for previously approved projects and $847,150 for new projects, totaling $6,290,294. We do have sufficient budget to support all requested projects, but Staff request that Council still prioritize and confirm approval of all new projects.

Please refer to the attached **2026 – 2030 Capital Improvement Plan** document for project details.

Fund Balance Summary

The estimated ending fund balance for 2026 including all projects is projected to be **$14,791,173**, of which $1,561,548 would be available for future new and existing capital projects, as shown below.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	15,365,100	$ 14,882,151	$ 15,140,367	$ 16,094,967	6%	$ 954,600
TOTAL REVENUE	4,004,177	$ 4,068,047	$ 6,989,840	$ 4,986,500	-29%	$ (2,003,340)
Capital Expenditures	$ 4,228,909	$ 6,110,667	$ 6,035,241	$ 6,290,294	4%	$ 255,054
Transfers to Other Funds	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 4,228,909	$ 6,110,667	$ 6,035,241	$ 6,290,294	4%	$ 255,054
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT 1	104,367	$ 160,363	$ 157,867	$ 211,367	34%	$ 53,500
GRAND AVE: TRANSPORTATION EXPENDITURES	1,885,617	1,916,531	1,969,617	2,004,617	2%	35,000
ASSIGNED FOR:						
GRAND AVENUE	7,931,023	7,353,697	7,847,515	8,302,515	6%	455,000
AFFORDABLE HOUSING	750,000	213,479	213,479	213,479	0%	-
OTHER CAPITAL PROJECTS	4,469,361	3,195,461	5,906,489	4,059,195	-31%	(1,847,294)
TOTAL FUND BALANCES (Ending):	15,140,367	$ 12,839,531	$ 16,094,967	$ 14,791,173	-8%	$ (1,303,794)
Excess Fund Balance Available per Policy	*$ 2,829,147*	*$ 1,140,128*	*$ 4,132,222*	*$ 1,561,548*		

- **Community Enhancement Funds** require Holy Cross approval to ensure compliance with their requirements. Council has approved spending these funds on the Building Electrification Project, so once they have been spent, that restriction will be removed until we receive more funds.
- **Transportation Expenditures** are designated for the Grand Avenue project. This funding comes from the devolution proceeds received when the Town assumed control of Grand Avenue from the State highway system.
- **Grand Avenue Funds** are funds assigned for Grand Avenue by the Town Council. These transfers have been made year after year from the General Fund.
- **Affordable Housing Funds** are remaining funds from the $750,000 Red Mountain Ranch Lerp Fee in Lieu, received after purchasing the Founders Avenue apartment in 2024.
- **Other Capital Projects Funds** are reserved for all other general government-proposed capital items.

Sales Tax Capital Improvements Fund (STCIF) Summary

Revenue Summary

Staff is projecting **$1,461,081** in 2026 revenue, a decrease of ($9,782,120) from the 2025 revised budget due to the one-time debt proceeds received in 2025 for the pool rebuild project.

Sales Tax: We are anticipating that sales tax will be flat with the revised 2025 budget, which was a 1% increase from the original 2025 budget.

Mountain Recreation Debt Service Match: The fund will begin receiving an ongoing annual contribution of 50% of the pool rebuild project's debt service payments, totaling $346,081 in 2026.

Grant Revenue: We are projecting no new grant revenue in 2026. The GOCO $730,000 grant is expected to be fully reimbursed in 2025.

Expenditure Summary

This fund is stable and, provided the Town satisfies existing debt and permitting obligations, the surplus is discretionary for park improvements, path improvements, and multi-recreational facilities. For 2026, we are budgeting $79,000 for operating expenditures. Significant expenditure details are shown below.

- $50,000 for Professional Services (River Engineering) for annual placement and removal of rapid blocks in the river (increase from $20,000 budgeted in 2025).
- $25,000 added to the ongoing budget for annual sediment cleanout above and below wave features.
- $1,015,101 for total debt service payments on the River Park and Pool Rebuild.

2025 Capital projects will total $7,888,120, with the only change being the deferral of the Dog Park Improvements project to 2026. 2026 Capital Projects totaling $770,000 include no new project requests except for the Dog Park Improvements transfer from 2025.

Please refer to the attached **2026 – 2030 Capital Improvement Plan** document for project details.

Fund balance Summary

The 2026 estimated ending fund balance, including all capital projects, is **$1,492,243**, of which $477,142 would be available for new and existing future capital projects, as shown below.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	$ 2,602,791	$ 8,128,320	$ 56,093	$ 2,148,263	3730%	$ 2,092,170
TOTAL REVENUE	$ 5,001,034	$ 2,025,000	$ 11,243,201	$ 1,461,081	-87%	$ (9,782,120)
TOTAL CHARGES FOR SERVICES	$ 2,037	$ 30,000	$ 74,000	$ 79,000	7%	$ 5,000
TOTAL CAPITAL OUTLAY	$ 6,972,858	$ 7,473,907	$ 7,888,120	$ 770,000	-90%	$ (7,118,120)
TOTAL DEBT SERVICE	$ 322,838	$ 1,023,238	$ 938,911	$ 1,018,101	8%	$ 79,190
61-50-950 TRANSFER TO CAP IMPR FUND	$ 250,000	$ 250,000	$ 250,000	$ 250,000	0%	$ -
RESTRICTED FOR:						
NONSPENDABLE	$ -	$ 10,848	$ -	$ -	-	$ -
DEBT SERVICE RESERVE PER FUND POLICY	161,619	161,619	758,839	1,015,101	34%	256,262
ASSIGNED FOR CAPITAL PROJECTS	(105,526)	1,214,556	1,389,424	477,142	-66%	(912,282)
TOTAL FUND BALANCES (Ending):	$ 56,093	$ 1,376,175	$ 2,148,263	$ 1,492,243	-31%	$ (656,020)
Excess Fund Balance Available per Policy	*$ (105,526)*	*$ 1,214,556*	*$ 1,389,424*	*$ 477,142*		

Conservation Trust Fund Summary

Staff is projecting **$54,000** in revenue for 2026, derived from lottery proceeds received from the State and earned interest, with no change from the 2025 revised budget.

There are currently no planned 2026 capital expenditures for this fund. The 2025 capital expenditure of $110,000 for the Haymaker Trailhead vault restroom is planned to be complete by year-end. The 2026 projected ending fund balance is **$262,864**, all of which would be available for future needs.

Disposable Bag Fee Fund Summary

The $0.10 bag fee was established in response to the Colorado Plastic Pollution Reduction Act (HB 21-1162), enacted in 2021. Retailers retain $0.04 of each fee collected, while the remaining $0.06 is remitted

to the Town of Eagle. The Town's Bag Fee Fund was established in the 2024 revised budget to manage these funds, which can be used for the following purposes:

- Administrative costs for the program
- Education and outreach related to the program
- Support for recycling, composting, or waste diversion programs in the community

2026 planned expenditures include $10,000 in one-time funds to support local implementation of the Styrofoam ban and $7,500 for the community-wide Hard2Recycle event. We currently project an ending fund balance of **$23,926**, all of which would be available for future needs.

Exterior Energy Offset Program (EEOP) Fund Summary

The Exterior Energy Offset Program (EEOP) Fund was established alongside adopting the 2021 International Energy Conservation Code in 2023. This fund will account for EEOP fee-in-lieu revenues collected from residential, commercial, and governmental exterior energy uses that produce greenhouse gas emissions not offset by onsite renewables, as determined by the EEOP calculator.

As the EEOP is still new to the Town, the plan is to accumulate annual revenues over the next few years and make allocations annually as the budget supports them. In 2026, we are planning to spend $20,000 on the Walking Mountains energy rebate program, leaving an ending fund balance of **$411**, all of which would be available for future needs. Approved uses of EEOP funds include financial assistance, rebates, and incentives to promote energy-efficient projects within the Town.

Open Space Fund

Revenue Summary

Staff is projecting **$423,300** in 2026 Open Space revenue, reflecting a 47% decrease or ($377,843) from the 2025 revised budget due to decreased developer contributions planned for 2026.

- **Lodging Tax:** Decrease of $2,000 to remain consistent with actual YOY income
- **Interest Revenue:** Projected at $30,000 to account for planned 2025 project spend
- **Grant Revenue:** None budgeted for 2026
- **Intergovernmental Contributions:** No contributions are anticipated for 2026
- **Real Estate Transfer Fee (RETA):** $50,000 is budgeted for 2026
- **Transfer from General Fund:** Staff recommend a $100,000 transfer

Expenditure Summary

Staff is projecting $309,318 in 2026 operating expenditures, an increase of 34% or $78,587 from the 2025 revised budget. The 2026 budget does not include a Ranger but does include part-time seasonal trail technician support.

2025 Capital Projects total $190,812, and 2026 Capital Projects total $220,256, with no new project requests.

Please refer to the attached **2026 – 2030 Capital Improvement Plan** document for project details.

Fund Balance Summary

The Town is projecting an ending fund balance of **$1,126,550,** of which $1,049,221 would be available for new and future existing capital projects, per our reserve policy.

DDA Fund Summary

The Downtown Development Authority (DDA) is projecting **$27,500** in 2026 revenue, a decrease of 78% or ($97,000) from the 2025 revised budget. $80,000 of that variance is from grant revenue projected to be received in 2025, but our TIF revenue is also projected to decrease by ($17,000) according to the 2025 preliminary certification of values.

The DDA has requested expenditures of $49,238 in a strategic effort to spend down some of the fund balance for critical projects and priorities, leaving an ending fund balance of **$13,674**, of which $1,365 would be available for new future projects or grant matching funds.

Parking in Lieu Fund Summary

No projected revenue or expenditures for 2026.

Wastewater Fund Summary

Revenue Summary

Staff is projecting **$4,519,000** in revenue for 2026, a 29% decrease or ($1,873,020) from the 2025 revised budget, primarily due to a reduction in estimated plant investment (tap) fees. As mentioned previously, Staff is budgeting two development projects in 2026.

Based on the 2021 wastewater rate study, service fees will be increased by 3%, but we are budgeting a 1% increase over the 2025 revised budget to remain conservative (the revised budget was 9% greater than the original budget, based on actual revenue generated this year).

Expenditure Summary

Operating expenditures are expected to increase by 7% or $139,399 from the revised 2025 budget. Including capital expenditures, debt service payments and transfer to the General Fund, total expenditures for 2026 are projected to be $12,950,270, which represents a $7,800,117 increase over the 2025 revised budget due to capital project spend.

2025 Capital Projects total $2,182,121, including one new $14,963 project request for temperature monitoring stations. 2026 Capital Projects total $9,851,000, including one new project, $70,000 for Brush Creek Road Extension design services.

Please refer to the attached **2026 – 2030 Capital Improvement Plan** document for project details.

Fund Balance Summary

Staff is projecting an ending fund balance of **$3,746,302**, of which $2,255,758 would be available for new and future existing projects based on our reserve policy.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	$ 12,324,757	$ 10,266,673	$ 10,935,705	$ 12,177,572	11%	$ 1,241,867
TOTAL REVENUE	$ 4,732,754	$ 3,886,000	$ 6,392,020	$ 4,519,000	-29%	$ (1,873,020)
TOTAL EXPENDITURES	$ 6,121,806	$ 8,004,145	$ 5,150,153	$ 12,950,270	151%	$ 7,800,117
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT 1	417,951	528,617	498,581	532,450	0	33,869
ASSIGNED FUND BALANCE	10,517,754	5,619,911	11,678,991	3,213,852	-72%	(8,465,139)
FUND BALANCE (Ending)	$ 10,935,705	$ 6,148,528	$ 12,177,572	$ 3,746,302	-69%	$ (8,431,270)
Excess Fund Balance Available per Policy	*$ 9,552,416*	*$ 4,660,748*	*$ 10,717,640*	*$ 2,255,758*		

Water Fund Summary

Revenue Summary

Staff is projecting **$6,739,593** in 2026 revenue, a 24% decrease or ($2,167,560) from the 2025 revised budget. The decrease is primarily due to a decrease in plant investment (tap) fees for planned development as well as decreased interest income based on 2025 planned project spend. Although the Town's most recent water rate study indicates a 3% increase in service fees, Staff is projecting flat growth from the 2025 revised budget, which reflects actual fees received this year.

Expenditure Summary

Staff is project operating expenditures of $2,698,786, an 11% increase or $273,511 over the 2025 revised budget due to budgetary savings in 2025. Based on the 2025 original budget, we are only projecting an increase of $48,198 in 2026.

2025 Capital Projects total $9,960,236, including three new projects, LBWTP drying bed waterproofing membranes at $50,000, PLC Upgrades at UBWTP, Highlands, and Frost Creek at $193,782, and two UBWTP heaters at $22,481. 2026 Capital Projects total $2,972,500, including one new project.

Please refer to the attached **2026 – 2030 Capital Improvement Plan** document for project details.

Fund Balance Summary

Staff is projecting an ending fund balance of **$16,333,911**, of which $14,668,491 would be available for new and future existing capital projects, per our reserve policy.

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
TOTAL FUND BALANCES (Beginning)	$ 21,458,175	$ 17,530,250	$ 20,988,144	$ 16,449,582	-22%	$ (4,538,562)
TOTAL REVENUE	$ 6,727,546	$ 5,784,554	$ 8,907,153	$ 6,739,593	-24%	$ (2,167,560)
TOTAL EXPENDITURES	$ 7,197,577	$ 14,131,900	$ 13,445,715	$ 6,855,264	-49%	$ (6,590,451)
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE 1	$ 840,448.37	$ 910,290	$ 853,962	$ 922,377	8%	$ 68,416
ASSIGNED FUND BALANCE	20,147,696	8,272,614	15,595,620	15,411,534	-1%	(184,087)
TOTAL FUND BALANCE (Ending)	$ 20,988,144	$ 9,182,904	$ 16,449,582	$ 16,333,911	-1%	$ (115,671)
Excess Fund Balance Available per Policy	*$ 19,187,777*	*$ 7,529,685*	*$ 14,852,691*	*$ 14,668,491*		

Refuse Fund Summary

Staff is projecting an overall increase of $23,000 or 2% in revenue; this includes the 1.9% CPI increase in refuse service fees stipulated in the Town's contract with Vail Honeywagon. We do not recommend increasing our yard waste fees, which cover the cost of our yard waste and oil dump sites at Public Works. This fund primarily serves as a passthrough, meaning expenditures will rise in conjunction with revenues.

The 2025 capital project Oil Drop Site Security Camera for $32,000 is planned to be complete by year-end. There are no planned 2026 capital projects for this fund.

The proposed budget anticipates an ending fund balance of $303,146, of which $41,612 would be available for capital projects, per our reserve policy.

Stormwater Fund Summary

Staff is projecting **$154,050** in revenue for 2026 based on a proposed $1.50 increase in residential monthly fees ($3.00 to $4.50) and a $3.00 increase in commercial monthly fees ($6.00 to $9.00). Given planned future stormwater infrastructure spend for Capitol Street and Grand Avenue, it is prudent to increase fees in 2026 to build fund balance reserves.

Total expenditures are planned to be $289,173, including a new 2026 Capital Project of $250,000 for Capitol Street stormwater work. There are no 2025 Capital Projects.

Please refer to the attached **2026 – 2030 Capital Improvement Plan** document for project details.

The 2026 projected ending fund balance is **$249,674**, of which $239,881 would be available for new or future existing projects per our reserve policy.

Broadband Fund Summary

Staff is projecting **$462,260** in 2026 revenue, which is highly dependent on the timing of buying the equipment to do more installations. Council approved an Interfund Loan to Broadband in 2025 to allow them the flexibility to purchase equipment as needed, so we have a mechanism in place now to support sustained growth. Staff currently project that installations will start to increase in the late springtime and

continue throughout 2026. The Transfers-In line item denotes funding transferred to Broadband from the Water Fund, as needed.

2026 expenditures are also highly dependent on the installation schedule, but Staff is currently projecting $396,687 in expenditures for 2026, a 55% or $139,958 increase over the 2025 revised budget. There are no planned capital projects for 2025 or 2026.

The projected 2026 ending fund balance is **$70,903**. Per our reserve policy, none of this projected fund balance would be available for new or existing projects as it must be maintained to cover 25% of operating expenditures as well as one year of debt service payments, if any.

Draft Fee Schedule

Please review the attached **2026 Fee Schedule DRAFT.** All fee changes are highlighted in orange.

Next Steps

November 12: Budget Public Hearing and Adoption

- Follow-up on items discussed on October 28th
- Presentation of additional budget adjustments as needed
- Adoption of the 2025 Revised Budget and 2026 Budget
- Adoption of the 2026 Fee Schedule

December 9: Certification of the 2025 Mill Levy for the 2026 Budget

COMMUNITY INPUT: Community input on the current budget proposal has not yet been received. However, opportunities for public feedback will be available during the upcoming budget hearings scheduled for:

- November 12

Staff has incorporated feedback from the Sales Tax Capital Improvement Fund (STCIF) Survey conducted earlier this year to help guide the STCIF budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The 2026 Budget integrates various aspects of the Strategic Plan and other long-range planning documents. Our completed Budget document will demonstrate how the proposed expenditures and projects align with the Town's broader goals and priorities, ensuring that the Budget supports the community's long-term vision.

RECOMMENDED ACTION OR PROPOSED MOTION: Provide feedback to Staff about the proposed operating Budget.

ATTACHMENTS:

- 2025 - 2026 Town of Eagle Draft Budget
- 2026-2030 Capital Improvement Plan
- 2026 Fee Schedule Draft

REFERENCES:

- 2025 - 2026 Operating Budget Staff Memo 9.9.25
- 2025 – 2026 Operating & Capital Budget Staff Memo 9.23.25
- 2025 – 2026 Operating & Capital Budget Staff Memo 10.14.25

ADMINISTRATIVE FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
ADMINISTRATIVE	Copies: Per page after the first 10 pages	$0.25/page	$0.25/page	NO CHANGE	
ADMINISTRATIVE	Notary Services	$ 5.00	$ 5.00	NO CHANGE	
ADMINISTRATIVE	Information transfer to computer media	$ 30.00	$ 30.00	NO CHANGE	
ADMINISTRATIVE	Records USB Flash Drive	ACTUAL COST	ACTUAL COST	NO CHANGE	
ADMINISTRATIVE	Research/Records Search (per hour, first hour free)	$ 41.37	$ 41.37	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request - Audio/Video	$ 5.00	$ 5.00	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request	$0.25/page	$0.25/page	NO CHANGE	
ADMINISTRATIVE	Returned Check Fee	$ 25.00	$ 25.00	NO CHANGE	
ADMINISTRATIVE	Verbatim Transcripts – per page, PLUS HOURLY RATE	$ 15.00	$ 15.00	NO CHANGE	
ADMINISTRATIVE	Certified Copies	$2.00/page	$2.00/page	NO CHANGE	
ADMINISTRATIVE	Postage and Packaging for mailing	ACTUAL COST	ACTUAL COST	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
BUSINESS LICENSE FEE	Business License - Sales Within Public Right of Way	$ 25 - 250	$ 25 - 250	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Marketing Fee	$ 20.00	$ 20.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Occupation Fee	$ 55.00	$ 55.00	NO CHANGE	
BUSINESS LICENSE FEE	Business & Tobacco License Late Fee	$15/month after January 31st max of $45	$15/month after January 31st max of $45	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors:	$ 50.00	$ 50.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Two Consecutive Days	$ 65.00	$ 65.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Three Consecutive Days	$ 85.00	$ 85.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Seven Consecutive Days	$ 105.00	$ 105.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Thirty Consecutive Days	$ 125.00	$ 125.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Year	$ 275.00	$ 275.00	NO CHANGE	
LIQUOR LICENSE FEE	Art/Club License			NO CHANGE	
LIQUOR LICENSE FEE	New/Renewal	$100 Application Fee + $41.25 License Fee = $141.25	$100 Application Fee + $41.25 License Fee = $141.25	NO CHANGE	
LIQUOR LICENSE FEE	Retail Establishment Permit/Art Gallery/Bed & Breakfast Permit			NO CHANGE	
LIQUOR LICENSE FEE	New/Renewal	$25.00 Application Fee + $3.75 License Fee = $28.75	$25.00 Application Fee + $3.75 License Fee = $28.75	NO CHANGE	
LIQUOR LICENSE FEE	Brew Pub/Distillery Pub/Vintner's Restaurant			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	$1,000 Application Fee + $75 License Fee = $1,075	$1,000 Application Fee + $75 License Fee = $1,075	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	$750 Application Fee + $75 License Fee = $825	$750 Application Fee + $75 License Fee = $825	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	$100 Application Fee + $75 License Fee = $175	$100 Application Fee + $75 License Fee = $175	NO CHANGE	
LIQUOR LICENSE FEE	Fermented Malt Beverage and Wine (On/Off Premises) Gas Stations/Grocery			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	$1000 Application Fee + $3.75 License Fee = $1,003.75	$1000 Application Fee + $3.75 License Fee = $1,003.75	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	$750 Application Fee + $3.75 License Fee = $753.75	$750 Application Fee + $3.75 License Fee = $753.75	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	$100 Application Fee + $3.75 License Fee = $103.75	$100 Application Fee + $3.75 License Fee = $103.75	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Beer & Wine (Restaurants)			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	$1000 Application Fee + $48.75 License Fee = $1048.75	$1000 Application Fee + $48.75 License Fee = $1048.75	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	$750 Application Fee + $48.75 License Fee = $798.75	$750 Application Fee + $48.75 License Fee = $798.75	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	$100 Application Fee + $48.75 License Fee = $148.75	$100 Application Fee + $48.75 License Fee = $148.75	NO CHANGE	
LIQUOR LICENSE FEE	Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	$1,000 Application Fee + $75 License Fee = $1,075	$1,000 Application Fee + $75 License Fee = $1,075	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	$750 Application Fee + $75 License Fee = $825	$750 Application Fee + $75 License Fee = $825	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	$100 Application Fee + $75 License Fee = $175	$100 Application Fee + $75 License Fee = $175	NO CHANGE	
LIQUOR LICENSE FEE	Optional Premises	$0 Application Fee + $75 License Fee = $75	$0 Application Fee + $75 License Fee = $75	NO CHANGE	
LIQUOR LICENSE FEE	Retail Liquor Store			NO CHANGE	
LIQUOR LICENSE FEE	New/Concurrent Review	$1,000 Application Fee +$22.50 License Fee = $1022.50	$1,000 Application Fee +$22.50 License Fee = $1022.50	NO CHANGE	
LIQUOR LICENSE FEE	Transfer	$750 Application Fee + $22.50 License Fee = $772.50	$750 Application Fee + $22.50 License Fee = $772.50	NO CHANGE	
LIQUOR LICENSE FEE	Renewal	$100 Application Fee + $22.50 License Fee = $122.50	$100 Application Fee + $22.50 License Fee = $122.50	NO CHANGE	
LIQUOR LICENSE FEE	Tasting Permit	$0 Application Fee + $100 License Fee = $100	$0 Application Fee + $100 License Fee = $100	NO CHANGE	
LIQUOR LICENSE FEE	Catering Company			NO CHANGE	
LIQUOR LICENSE FEE	New/Renewal	$25 Application Fee + $3.75 License Fee = $28.75	$25 Application Fee + $3.75 License Fee = $28.75	NO CHANGE	
LIQUOR LICENSE FEE	Special Event Permit Fee per day OR event (one application fee)	$100 Application Fee + $0 License Fee = $100	$100 Application Fee + $0 License Fee = $100	NO CHANGE	
LIQUOR LICENSE FEE	Festival Permit (Fee per event)	$50 Application Fee + $0 License Fee = $50	$50 Application Fee + $0 License Fee = $50	NO CHANGE	
LIQUOR LICENSE FEE	Entertainment District Application	$100 Application Fee + $0 License Fee = $100	$100 Application Fee + $0 License Fee = $100	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Change of Location	$750 Application Fee + $0 License Fee = $750	$750 Application Fee + $0 License Fee = $750	NO CHANGE	
LIQUOR LICENSE FEE	Communal Outdoor Dining Permit (Per Entity for State Fee)	$25 Application Fee + $0 License Fee = $25	$25 Application Fee + $0 License Fee = $25	NO CHANGE	
LIQUOR LICENSE FEE	Temporary Permit - Transfer of Ownership	$100 Application Fee + $0 License Fee = $100	$100 Application Fee + $0 License Fee = $100	NO CHANGE	
LIQUOR LICENSE FEE	Manager Registration (Hotel & Restaurant, Tavern, Lodging & Entertainment, Campus Liquor Complex)	$30 Application Fee + $0 License Fee = $30	$30 Application Fee + $0 License Fee = $30	NO CHANGE	
LIQUOR LICENSE FEE	Modification of Premises	$25.00	$25.00	NO CHANGE	
LIQUOR LICENSE FEE	Late Renewal Fee Any License	$500	$500	NO CHANGE	
MARIJUANA LICENSE FEE	Retail Marijuana Store (Center), Products Manufacturer, Cultivation Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	$1,000 Application Fee + $500 License Fee = $1500	$1,000 Application Fee + $500 License Fee = $1500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	$0 Application Fee + $500 License Fee = $500	$0 Application Fee + $500 License Fee = $500	NO CHANGE	
MARIJUANA LICENSE FEE	Medical Marijuana Store (Center), Products Manufacturer, Cultivation Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	$1,000 Application Fee + $500 License Fee = $1,500	$1,000 Application Fee + $500 License Fee = $1,500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	$0 Application Fee + $250 License Fee = $250	$0 Application Fee + $250 License Fee = $250	NO CHANGE	
MARIJUANA LICENSE FEE	Dually Licensed Store (Medical and Retail), Products & Infused Products, Cultivation Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	$1,000 Application Fee + $500 License Fee = $1,500	$1,000 Application Fee + $500 License Fee = $1,500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	$0 Application Fee + $500 License Fee = $500	$0 Application Fee + $500 License Fee = $500	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana Testing Facility			NO CHANGE	
MARIJUANA LICENSE FEE	New	$1,000 Application Fee + $500 License Fee = $1,500	$1,000 Application Fee + $500 License Fee = $1,500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	$0 Application Fee + $250 License Fee = $250	$0 Application Fee + $250 License Fee = $250	NO CHANGE	
MARIJUANA LICENSE FEE	Marijuana Optional Premises (Cultivation and Retail)			NO CHANGE	
MARIJUANA LICENSE FEE	New	$1,000 Application Fee + $500	$1,000 Application Fee + $500	NO CHANGE	
MARIJUANA LICENSE FEE	Renewal	$0 Application Fee + $250 License Fee = $250	$0 Application Fee + $250 License Fee = $250	NO CHANGE	
MARIJUANA LICENSE FEE	Late Renewal Fee	$250	$250	NO CHANGE	
MARIJUANA LICENSE FEE	Modification of Premises	$ 50.00	$ 50.00	NO CHANGE	
MARIJUANA LICENSE FEE	Change of Location/Manager/Financial Interest	$ 50.00	$ 50.00	NO CHANGE	
MUNICIPAL BAG FEE	Plastic/Paper Bag Fee for Businesses meeting the criteria outlined in HB21-1162	$0.10/Bag (only $.06/Bag remitted to the Town	$0.10/Bag (only $.06/Bag remitted to the Town	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Fee	$ 100.00	$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Renewal Fee	$ 100.00	$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business Manager's Registration Fee	$ 100.00	$ 100.00	NO CHANGE	
TOBACCO LICENSE FEE	Retail Tobacco License Fee	$ 250.00	$ 250.00	NO CHANGE	

FACILITY RENTAL

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
FACILITY DEPOSIT	Pavilion Deposit Fees	$ 750	$ 750	NO CHANGE	
FACILITY DEPOSIT	Studio Deposit Fees	$ 375	$ 375	NO CHANGE	
FACILITY DEPOSIT	Centennial Stage-Key Deposit	$ 100	$ 100	NO CHANGE	
FACILITY RENTAL FEES	Cancellation fee (less than thirty (30) days prior to the event)	Town will retain the full rental fee from the deposit	Town will retain the full rental fee from the deposit	NO CHANGE	
FACILITY RENTAL FEES	Cancellation fee (more than thirty (30) days prior to the event)	$ 100	$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Check-In Fee	$ 125	$ 125	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Key Return	$ 30/Day	$ 30/Day	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Lost Key	Cost to re-key	Cost to re-key	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsecured Facility	$ 100	$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsatisfactory Cleaning Fee	$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Repair Fee	$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Stains on Carpet	$75 / Stain	$75 / Stain	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Liability Insurance: Low, Medium, and High Hazard Events	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liabiltiy insurance schedule	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liabiltiy insurance schedule	NO CHANGE	
OPENSPACE FEES	Chambers Park Usage for Rafting Disembarkation by Rafting Operators (per paid customer)	$ 1	$ 1	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	$ 740	$ 740	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	$ 1,050	$ 1,050	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	$ 470	$ 470	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	$ 370	$ 370	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	$ 470	$ 470	NO CHANGE	
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	$ 260	$ 260	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	$ 320	$ 320	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Non Resident	$ 420	$ 420	NO CHANGE	
STUDIO FEES	Studio Friday-Sunday: Non-Profit	$ 260	$ 260	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	$ 160	$ 160	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Non-Resident	$ 210	$ 210	NO CHANGE	
STUDIO FEES	Studio Monday-Thursday: Non-Profit	$ 160	$ 160	NO CHANGE	
TOWN HALL FEES	Town Hall Conference Room	$ 25	$ 25	NO CHANGE	
TOWN HALL FEES	Town Hall Council Chambers	$ 50	$ 50	NO CHANGE	

SPECIAL EVENT FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
SPECIAL EVENTS	Clean Up Deposits - For events taking place on town property, a deposit for clean up may be charged. The amount returned will be dependent on the amount of staff time spent cleaning the site after the event.	$ 250.00	$ 250.00	NO CHANGE	
SPECIAL EVENTS	Fee for Additional Officers - Fee per hour per officer for additional coverage that may be required when a certain number of attendees are expected at an event.	See Extra Duty Officer Fee from Police Department schedule	See Extra Duty Officer Fee from Police Department schedule	NO CHANGE	
SPECIAL EVENTS	Special Event Application Fee - Lower cost application fee for all events. Additional review fee will be charged for events that take significant staff time for review.	$ 50.00	$ 50.00	NO CHANGE	
SPECIAL EVENTS	Special Event Application Review Fee - For larger public events that need staff review beyond the collection of event information	$ 200.00	$ 200.00	NO CHANGE	
SPECIAL EVENTS	Public Workers Employee Labor Fee - This fee may be charged when staff are required to assist with an event outside of normal business hours or outside of the standard job duties of the department.	$50/hr/employee	$50/hr/employee	NO CHANGE	
SPECIAL EVENTS	Special Event Hard Street Closure per Foot of Street Width	$10.60/Foot	$10.60/Foot	NO CHANGE	
SPECIAL EVENTS	Special Event Temporary Use Permit for Using Town Property	$ 250.00	$ 250.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1-500	EMC 13.13.080	$ 39.40	$ 39.40	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500.01-2,000	EMC 13.13.080	$39.40 for the first 500 plus $3.60 for each add 'l 100 or fraction thereof, to and including 2,000	$39.40 for the first 500 plus $3.60 for each add 'l 100 or fraction thereof, to and including 2,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 2,000.01-25,000	EMC 13.13.080	$93.40 for the first 2,000 plus $16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	$93.40 for the first 2,000 plus $16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 25,000.01-50,000	EMC 13.13.080	$468.30 for the first 25,000 plus $11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	$468.30 for the first 25,000 plus $11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 50,000.01-100,000	EMC 13.13.080	$762.05 for the first 50,000 plus $8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	$762.05 for the first 50,000 plus $8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 100,000.01-500,000	EMC 13.13.080	$1,169.55 for the first 100,000 plus $6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	$1,169.55 for the first 100,000 plus $6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500,000.01-1,000,000	EMC 13.13.080	$3789.55 for the first 500,000 plus $5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	$3789.55 for the first 500,000 plus $5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1,000,000.01 and up	EMC 13.13.080	$6,564.55 for the first 1,000,000 plus $4.30 for each add 'l 1,000	$6,564.55 for the first 1,000,000 plus $4.30 for each add 'l 1,000	NO CHANGE	
BUILDING PERMIT FEES	Roof Replacement - For single-family structure only	13.13.080 Other Fees	$75 + Use Tax + Permit Issuance Fee	$75 + Use Tax + Permit Issuance Fee	NO CHANGE	
BUILDING PERMIT FEES	Move or Demolish - Any building or structure	13.13.080 Other Fees	$75 + Use Tax + Permit Issuance Fee	$75 + Use Tax + Permit Issuance Fee	NO CHANGE	
BUILDING PERMIT FEES	Use Tax	EMC 3.05.030	2% of 200% of Total Valuation (Use Tax is 4% - the Town assumes building materials are 50% of the valuation)	2% of 200% of Total Valuation (Use Tax is 4% - the Town assumes building materials are 50% of the valuation)	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Performing work without first obtaining a permit		Double the Permit Fee	Double the Permit Fee	NO CHANGE	
BUILDING PERMIT FEES	Single Trade Work without Permit Fee		$ 250.00	$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Concealment Fee		$ 350.00	$ 350.00	NO CHANGE	
BUILDING PERMIT FEES	Temporary C/O Fee		$ 250.00	$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Building Board of Appeals (BBA) Fee		$ 250.00	$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Certificate of Occupancy Fee		$ 100.00	$ 100.00	NO CHANGE	
BUILDING PERMIT FEES	Exterior Energy Offset Program fee (EEOP)		Varies (see calculator at https://tinyurl.com/TOE-EEOP)	Varies (see calculator at https://tinyurl.com/TOE-EEOP)	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Plumbing and/or Mechanical Contractor's Registration		$ 50.00	$ 50.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	General Contractor's Registration	EMC 13.24.010 B	$ 100.00	$ 100.00	NO CHANGE	
ELEVATOR PERMIT FEES	Reinspection fees	305.8 UNIFORM ADMINISTRATIVE CODE	$1,000 per unit	$1,000 per unit	NO CHANGE	
INSPECTIONS	Reinspection fees	2015 IBC	$100/Hour (Minimum 1 hour)	$100/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Inspections for which no fee is specifically indicated	2015 IBC	$50/Hour (Minimum 1 hour)	$50/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Special Inspection/Inspections outside of normal business hours 8am-5pm	2015 IBC	$100/Hour (Minimum 2 Hours)	$100/Hour (Minimum 2 Hours)	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Single-wide Mobile Home	13.13.080 Other Fees	$ 200.00	$ 200.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Double-wide Mobile Home	EMC 13.13.080	$ 300.00	$ 300.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Built/Manufactured Home Double Unit	EMC 13.13.080 OTHER FEES	$ 500.00	$ 500.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Build/Manufactured Home Triple Unit	EMC 13.13.080 OTHER FEES	$ 800.00	$ 800.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 1-2,000	13.13.080 TABLE 2	$ 65.00	$ 65.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 2,001-25,000	13.13.080 TABLE 2	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 25,001 or more	13.13.080 TABLE 2	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	NO CHANGE	
MECHANICAL PERMIT FEES	HVAC Replacement Permit Fee	13.13.080 Table 2	$75 + Use Tax + Permit Issuance Fee	$75 + Use Tax + Permit Issuance Fee	NO CHANGE	
PERMIT ISSUE/TRANSFER	Permit issuance or transfer (Issuance fee does not apply for Electrical Permits)	13.13.080 Other Fees	$ 25.00	$ 25.00	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Residential (multi-family)	2015 IBC	$75/Hour (Minimum 4 Hours)	$75/Hour (Minimum 4 Hours)	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Commercial/Industrial/Mixed Use	2015 IBC	$75/Hour (Minimum 5 Hours)	$75/Hour (Minimum 5 Hours)	NO CHANGE	
PLAN REVIEW	Additional Plan Review required by Changes, Additions, Revisions	AMC 13.13.080 OTHER FEES TABLE	$75/Hour (Minimum 1 Hour)	$75/Hour (Minimum 1 Hour)	NO CHANGE	
PLAN REVIEW	Plan Check Fee	13.13.080 Other Fees	65% of the amount of the Building Permit Fee	65% of the amount of the Building Permit Fee	NO CHANGE	
PLAN REVIEW	Use of an Outside Consultant for plan check and/or inspection	13.13.080 Other Fees	Actual Costs	Actual Costs	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 1-2,000	13.13.080 TABLE 3	$ 65.00	$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 2,001-25,000	13.13.080 TABLE 3	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	$65 for the first 2,000 plus $22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 25,001 or more	13.13.080 TABLE 3	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	$571 for the first 25,000 plus $11 for each additional 1,000 or fraction thereof	NO CHANGE	
PLUMBING PERMIT FEES	Replacement of existing hot water heater	13.13.080 Table 3	$ 65.00	$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Irrigation Permit Fee		$ 100.00	$ 100.00	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
FIRE IMPACT FEES	Residential - Single Family (per unit)	LUC 4.13.186 D/Greater Eagle Fire Protection District	$ 2,774.00	$ 2,774.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective **January 15** of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
FIRE IMPACT FEES	Residential - Multi family (per unit)	LUC 4.13.186 D/Greater Eagle Fire Protection District	$ 1,563.00	$ 1,563.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective **January 15** of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
FIRE IMPACT FEES	Nonresidential, except temporary & extended stay lodging facilities (per 1,000sqft)	LUC 4.13.186 D/Greater Eagle Fire Protection District	$ 1,022.00	$ 1,022.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective **January 15** of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
FIRE IMPACT FEES	Temporary & extended stay lodging facilities (per 1,000sqft)	LUC 4.13.186 D/Greater Eagle Fire Protection District	$ 1,022.00	$ 1,022.00	FEE CHANGE	4.13.230: The fire protection impact fee established in this section shall be adjusted annually for inflation effective **January 15** of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index. Using the second half of the PY CPI increase.
LAND USE APPLICATION FEES	Consultant Process Applications	Fees are not applicable when planning consultant process applications, planning consultant fees will be passed through to applicant via reimbursable agreement				
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD <2 acres)	LUC 4.03.080	$1,500 + Deposit of $2,000	$1,500 + Deposit of $2,000	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD >2 acres)	LUC 4.03.080	$2,500 + Reimbursement Agreement	$2,500 + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (PUD any size)	LUC 4.03.080	$2,500 + Fee for PUD Concept Plan + Reimbursement Agreement	$2,500 + Fee for PUD Concept Plan + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Amendment to Annexation Agreement (non PUD any size)		$750 + Reimbursement Agreement	$750 + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Amendment to Annexation Agreement (PUD any size)		$1,250 + Reimbursement Agreement	$1,250 + Reimbursement Agreement	NO CHANGE	
LAND USE APPLICATION FEES	Rezoning Application Fee	LUC 4.03.080	$900 + $900 Deposit	$900 + $900 Deposit	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Zoning Variance	LUC 4.03.080	$1000 + Deposit of $500	$1000 + Deposit of $500	NO CHANGE	
LAND USE APPLICATION FEES	Sub-Area Plan/Comprehensive Plan Exception or Amendment	LUC 4.03.080	$2000 + Deposit of $400	$2000 + Deposit of $400	NO CHANGE	
LAND USE APPLICATION FEES	PUD Concept Plan	LUC 4.03.080	$1650 + Reimbursement Agreement (or $1400)	$1650 + Reimbursement Agreement (or $1400)	NO CHANGE	
LAND USE APPLICATION FEES	PUD Final Plan	LUC 4.03.080	$2200 + Reimbursement Agreement (or $2400)	$2200 + Reimbursement Agreement (or $2400)	NO CHANGE	
LAND USE APPLICATION FEES	PUD Minor Amendment		$550 + Deposit of $600	$550 + Deposit of $600	NO CHANGE	
LAND USE APPLICATION FEES	PUD Major Amendment	LUC 4.03.080	$1650 + Deposit of $1000	$1650 + Deposit of $1000	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Sketch Plan	LUC 4.03.080	$1,500 + Deposit of $600	$1,500 + Deposit of $600	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Preliminary Plan	LUC 4.03.080	$2000 + Deposit of $1,400	$2000 + Deposit of $1,400	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Final Plat	LUC 4.03.080	$1,600 + Deposit of $600	$1,600 + Deposit of $600	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Lot Line Adjustment	LUC 4.03.080	$450 +$ 600 Deposit	$450 +$ 600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Condominium/Townhouse Plat	LUC 4.03.080	$450 + Deposit of $400	$450 +$ 600 Deposit	FEE CHANGE	Increasing to match other Subdivision items in the Fee Schedule **Comparisons** (Avon = $500 + 3rd party surveyor fees, Carbondale = $500, Frisco = $440 + $800 for 4 units or less / $1400 + $1500 for 5 units or more)
LAND USE APPLICATION FEES	Subdivision – Minor	LUC 4.03.080	$650 + $600 Deposit	$650 + $600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Sketch Plan/Prelim Plan	LUC 4.03.080	Listed fees with 15% discount + Deposit of $1400	Listed fees with 15% discount + Deposit of $1400	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Prelim/Final Plat	LUC 4.03.080	Listed fees with 15% discount + deposit of $1400	Listed fees with 15% discount + deposit of $1400	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit	LUC 4.03.080	$800 + Deposit of $600	$800 + Deposit of $600	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit – Amendment	LUC 4.03.080	$350 + $200 Deposit	$350 + $200 Deposit	REMOVE FEE	No longer needed
LAND USE APPLICATION FEES	Conditional Use Permit		$650 + Deposit of $450	$650 + Deposit of $450	NO CHANGE	
LAND USE APPLICATION FEES	Administrative Use Permit		$250 + Deposit of $150	$250 + Deposit of $150	NO CHANGE	
LAND USE APPLICATION FEES	Minor Use Permit	Section 4.01.070	$ 250	$ 150	FEE CHANGE	Fee for a Administrative Use Review that requires minimal staff time Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent. **Comparisons** (Avon = $250, Carbondale = $800, Glenwood Springs = $700 for 5-9 residential units/$1320 for 10-24 residential units/$3680 for 10,000-30,000 sq ft commercial)
LAND USE APPLICATION FEES	Sign Permit	LUC 4.03.080	$ 100	$ 100	NO CHANGE	
LAND USE APPLICATION FEES	Sign Permit - Comprehensive sign program	LUC 4.03.080	$ 150	$ 150	NO CHANGE	
LAND USE APPLICATION FEES	Design Variance - Subdivision	LUC 4.03.080	$ 300	$ 300	TITLE CHANGE	Updated title
LAND USE APPLICATION FEES	Administrative Adjustment	Section 4.01.070	$ 100	$ 250	FEE CHANGE	Increasing to reflect time/effort of staff to review **Comparisons** (Avon = $250, Carbondale = $150, Frisco = $30)
LAND USE APPLICATION FEES	Wireless Communcation Facility (WCF)	Ordinance No. 8, Series 2021, "An Ordi	$ 450	$ 450	NO CHANGE	
LAND USE APPLICATION FEES	Address Change Fee	LUC 4.03.080	$ 25	$ 25	NO CHANGE	
LAND USE APPLICATION FEES	Planner - Hourly Rate	LUC 4.03.080	$ 60	$ 60	NO CHANGE	
LAND USE APPLICATION FEES	Development Plan/Permit - Minor	LUC 4.03.080	$1100 + Deposit of $240	$1100 + Deposit of $240	NO CHANGE	
LAND USE APPLICATION FEES	Development Plan/Permit - Major		$2200 + Deposit of $600	$2200 + Deposit of $600	NO CHANGE	
LAND USE APPLICATION FEES	Development Plan Extension / Amendment to a Development Plan/Agreement	Section 4.01.070	20% of Application Fee	20% of Application Fee	TITLE CHANGE	Spelling correction

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Vacation of Easement or Right of Way		$750 + Deposit of $350	$750 + Deposit of $350	NO CHANGE	
LAND USE APPLICATION FEES	Encroachment Permit		$ 250	$ 250	NO CHANGE	
LAND USE APPLICATION FEES	An Appeal of a Planning Decision		Original application fee (No Deposit)	Original application fee (No Deposit)	NO CHANGE	
LAND USE APPLICATION FEES	Parking Plan (stand alone)		$200	$150	FEE CHANGE	Parking Plan Review to verify parking is conforming. Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent. **Comparisons** (Glenwood Springs = $255, Frisco = $110)
LAND USE APPLICATION FEES	Landscape Plan (stand alone)	Section 4.01.070	$100	$150	FEE CHANGE	Landscape Plan Review to verify landscaping is conforming. Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent. **Comparisons** (Avon = $100, Frisco = $30, Vail = $0)
LAND USE APPLICATION FEES	Lighting Plan (stand alone)		$150	$150	NO CHANGE	
LAND USE APPLICATION FEES	LERP Plan (stand alone)	Section 4.01.070	$100	$150	FEE CHANGE	LERP Plan Review to verify LERP Units are conforming. Making more consistent with similar Fee's in the Schedule/Making it comparable to staff time spent.
LAND USE APPLICATION FEES	School Fee In-Lieu	Section 4.15.060	NA	TBD	NEW FEE	Helps Calculate a cash payment to mitigate impact generated by new developments. Will set with Council in the next month. To set a market value for Fee In-Lieu of School Land Dedication as required by Section 4.15.060
LAND USE APPLICATION FEES	Administrative Development Plan Review	Section 4.15.060	NA	$500.00 + 240.00 Deposit	NEW FEE	THE LUDC references an Administrative Development Plan Review & the Use Table also references this. Establishing a Fee for this reviewal process. **Comparisons** (Glenwood Springs = $460, Carbondale = $400)
MOBILE VENDING PERMIT	Mobile Vending Permit Fee		$ 250.00	$ 250.00	NO CHANGE	
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Operating)	Section 4.01.070	$7,672 / Parking Space within the Parking Fee In-Lieu Program Boundary	$9,491.49 / Parking Space within the Parking Fee In-Lieu Program Boundary	FEE CHANGE	Updated annually as inflation and cost for construction materials increase
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Capital)	Section 4.01.070	$17,645 / Parking Space within the Parking Fee In-Lieu Program Boundary	$21,943.83 / Parking Space within the Parking Fee In-Lieu Program Boundary	FEE CHANGE	Updated annually as inflation and cost for construction materials increase
PUBLIC SAFETY IMPACT FEE	Impact fee per dwelling unit for residential land use		$ 1,638.74	$ 1,641.95	FEE CHANGE	2.1% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2026 CPI increases are based on the annual CPI increase from July 2024 through June 2025).
PUBLIC SAFETY IMPACT FEE	Impact fee for commercial land use		$0.39 / square foot	$0.40 / square foot	FEE CHANGE	2.1% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2026 CPI increases are based on the annual CPI increase from July 2024 through June 2025).
SHORT-TERM RENTAL FEES	Short-Term Rental Registration Fees		$ -	$ -	NO CHANGE	
STREET IMPROVEMENT FEES	Residential single family	LUC 4.13.185 D	$1,016 per dwelling unit	$1,016 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Residential multifamily	LUC 4.13.185 D	$646 per dwelling unit	$646 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Bank	LUC 4.13.185 D	$7,634 per 1,000 sf	$7,634 per 1,000 sf	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	REFERENCE	2025 FEE (REVISED	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
STREET IMPROVEMENT FEES	Convenience Store w gas	LUC 4.13.185 D	$10,309 per 1,000 sf	$10,309 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	High turnover sit down restaurant	LUC 4.13.185 D	$3,613 per 1,000 sf	$3,613 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Fast food restaurant	LUC 4.13.185 D	$13,681 per 1,000 sf	$13,681 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Industrial	LUC 4.13.185 D	$194 per 1,000 sf	$194 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Commercial General	LUC 4.13.185 D	$1,016 per 1,000 sf	$1,016 per 1,000 sf	NO CHANGE	

ENGINEERING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
ENGINEERING DEPARTMENT	Engineer - Hourly Rate	$ 60	$ 60	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 50 cubic yards or less	$ 65	$ 65	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 51-100 cubic yards	$65 for the first 50 cy plus $15.00 for each add 'l 10 cy or fraction thereof	$65 for the first 50 cy plus $15.00 for each add 'l 10 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 101-1,000 cubic yards	$140 for the first 1,000 cy plus $10.50 for each add 'l 100 cy or fraction thereof	$140 for the first 1,000 cy plus $10.50 for each add 'l 100 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 1,001-10,000 cubic yards	$234.50 for the first 1,000 cy plus $9.00 for each add 'l 1,000 cy or fraction thereof	$234.50 for the first 1,000 cy plus $9.00 for each add 'l 1,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 10,001-100,000 cubic yards	$315.50 for the first 10,000 cy plus $40.50 for each add 'l 10,000 cy or fraction thereof	$315.50 for the first 10,000 cy plus $40.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 100,001 cubic yards or more	$680 for the first 100,000 cy plus $22.50 for each add 'l 10,000 cy or fraction thereof	$680 for the first 100,000 cy plus $22.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Plan Review Fee	Town Engineer Hourly Rate (Minimum 2 Hours)	Town Engineer Hourly Rate (Minimum 2 Hours)	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
PLANT INVESTMENT FEE-SEWER	Sewer - Per Equivalent Residential Unit (1.0 EQR)	$ 10,000.00	$ 10,000.00	NO CHANGE	
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	$ 15,385.06	$ 15,385.06	NO CHANGE	
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	$ 23,077.58	$ 23,077.58	NO CHANGE	
PUBLIC WORKS	Door Tag – Water Notice Shut Off	$ 25.00	$ 25.00	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee – After Hours/Holidays	150.00 (Hourly)	150.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Public Works Engineer - Hourly Rate	$85-$90	$85-$90	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On After Hours/Holidays	$ 150.00	$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Device Inspection Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Right of Way Construction Permit	$ 150.00	$ 150.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit Annual	$ 300.00	$ 300.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit One Time	$ 100.00	$ 100.00	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On	$ 75.00	$ 75.00	NO CHANGE	
PUBLIC WORKS	Non-Operational Meter	$100/month	$100/month	NO CHANGE	
PUBLIC WORKS	Yard Waste Fee (per month)	$ 2.00	$ 2.00	NO CHANGE	
PUBLIC WORKS	Water Fill Station (Base Fee)	$ 50.00	$ 50.00	NO CHANGE	
PUBLIC WORKS	Water Fill Station Usage Rate	Current "Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)" Schedule within Utility Fees	Current "Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)" Schedule within Utility Fees	NO CHANGE	
PUBLIC WORKS	Excavation Permit One Time	$ 50.00	$ 50.00	NO CHANGE	
PUBLIC WORKS	Excavation Permit Annual	$ 150.00	$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Assembly Test	$ 400.00	$ 400.00	NO CHANGE	
PUBLIC WORKS	Backflow Assembly - Not Compliant	$400 / month	$400 / month	NO CHANGE	
PUBLIC WORKS	Hydrant Meter Base Fee (pre-approved projects)	NA	$ 100.00	NEW FEE	This will give Engineering and Water a clearer option of allowing hydrant meters for large stationary projects where they make sense. This would be for projects like Hockett Gulch, Haymeadow, the County's geothermal, and E3rd st/Adam's way. **Comparisons** (Boulder = $3600 per meter; refundable, Denver = $12.16 per 1k gal/$435 12 mo permit/$170 1 mo permit, Left Hand Canyon = $10 per 1k gal/$50 admin fee/$1500 deposit/$5 per day rental)
PUBLIC WORKS	Hydrant Flow Test	NA	$80	NEW FEE	Recover some costs from fire flow tests and fire system flushing. Comparisons (Left Hand Canyon = $80 minimum)
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Public Works Employee Labor - Not For Public	$38/Hour	$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tandem Dump Truck -Not For Public	$70/Hour	$70/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Backhoe -Not For Public	$50/Hour	$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tool Cat -Not For Public	$50/Hour	$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Loader -Not For Public	$60/Hour	$60/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Street Sweeper -Not For Public	$120/Hour	$120/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Skid Steer -Not For Public	$50/Hour	$50/Hour	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Motor Grader -Not For Public	$65/Hour	$65/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Lift Truck -Not For Public	$115/Hour	$115/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Boom Mower Tractor/Mowing -Not For Public	$50/Hour	$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	ATV -Not For Public	$13.20/Hour	$13.20/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Flushing Trailer/Flushing Skid -Not For Public	$90/Hour	$90/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Pickup Truck/4x4 Vehicle -Not For Public	$20.80/Hour	$20.80/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Water Pump/Trash Pump -Not For Public	$27.10/Hour	$27.10/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Chainsaw + Employee Rate -Not For Public	$3.45 + $38/Hour	$3.45 + $38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Demo Saw + Employee Rate -Not For Public	$7.20 + $38/Hour	$7.20 + $38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Air Compressor -Not For Public	$104/Day	$104/Day	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Cones -Not For Public	$1.25/Cone	$1.25/Cone	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 2 barricades -Not For Public	$2.00/Barricade	$2.00/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 3 barricades -Not For Public	$2.75/Barricade	$2.75/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Barrels -Not For Public	$2.50/Barrel	$2.50/Barrel	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Additional signage -Not For Public	$1.50 /Sign	$1.50 /Sign	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Variable Message Sign -Not For Public	$220/Day	$220/Day	NO CHANGE	
WATER METER FEES	Water Meter Fees - 1” Service	$ 990.00	$ 990.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - ¾” Service	$ 960.00	$ 960.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - 2” Service	$ 1,766.00	$ 1,766.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - Greater than 2” Service	Meter and all items associated with insallation of meters larger than 2" - actual cost x 2	Meter and all items associated with insallation of meters larger than 2" - actual cost x 2	NO CHANGE	

COURT FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
COURT	Court Cost	$ 30	$ 30	NO CHANGE	
COURT	Surcharge - Criminal Violation	$ 20	$ 20	NO CHANGE	
COURT	Surcharge - Traffic Code Violation	$ 10	$ 10	NO CHANGE	
COURT	Jury Demand Fee	$ 25	$ 25	NO CHANGE	
COURT	Witness Fee	$ 5/day	$ 5/day	NO CHANGE	
COURT	Juror Fee-Engaged on Jury	$6/day	$6/day	NO CHANGE	
COURT	Juror Fee-Attendance on Panel	$3/day	$3/day	NO CHANGE	
COURT	Mileage Fees (witnesses and jurors)	$0.15/mile	$0.15/mile	NO CHANGE	
COURT	Deferred Judgement Fee	$ 75	$ 75	NO CHANGE	
COURT	Deferred Prosecution Fee	$ 40	$ 40	NO CHANGE	
COURT	Insurance Dismissal Fee	$ 10	$ 10	NO CHANGE	
COURT	Bench Warrant Fee	$ 50	$ 50	NO CHANGE	
COURT	Incarceration Fee	Amount equal to sum charged to the Town by the County for incarceration	Amount equal to sum charged to the Town by the County for incarceration	NO CHANGE	
COURT	Charitable Contribution	$ 5	$ 5	NO CHANGE	
COURT	Collections Administration Fee	$ 50	$ 50	NO CHANGE	
COURT	Stay of Execution Fee	$ 25	$ 25	NO CHANGE	
COURT	Non-Resident Violator Compliance Fee	$ 30	$ 30	NO CHANGE	
COURT	Outstanding Judgment Warrant Fee	$ 30	$ 30	NO CHANGE	
COURT	Record Sealing Fee	$ 65	$ 65	NO CHANGE	
COURT	Notice of Appeal	$200.00 deposit + actual cost of transcription	$200.00 deposit + actual cost of transcription	NO CHANGE	
COURT	Transcript Copies for Appeals	$0.50 per page	$0.50 per page	NO CHANGE	

POLICE DEPARTMENT

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
POLICE DEPARTMENT	Abandoned Vehicle Administration Fee	$ 100.00	$ 100.00	NO CHANGE	
POLICE DEPARTMENT	Nuisance Alarm Fee	$ 150.00	$ 150.00	NO CHANGE	
POLICE DEPARTMENT	Initial Sex Offender Registration	$ 75.00	$ 75.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Annual Registration	$ 25.00	$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Information Update	$ -	$ -	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Quarterly Registration	$ 25.00	$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Disc Fee	$ 5.00	$ 5.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Flash Drive	8GB-$5.00 per flash drive 32GB-$8.00 per flash drive 1TB-$85.00 per flash drive	8GB-$5.00 per flash drive 32GB-$8.00 per flash drive 1TB-$85.00 per flash drive	NO CHANGE	
POLICE DEPARTMENT	Police Report Fee	$0.25 per page	$0.25 per page	NO CHANGE	
POLICE DEPARTMENT	Police Report Research Fee (per hour, first hour free)	$41.37 / hour	$41.37 / hour	NO CHANGE	
POLICE DEPARTMENT	Sex Offender De- Registration	$ -	$ -	NO CHANGE	
POLICE DEPARTMENT	Video Editing / Redaction / Research Fee	$41.37 / hour	$41.37 / hour	NO CHANGE	
POLICE DEPARTMENT	Extra Duty Officer Fee	Officer Rate: $110/hr Officer Pay: $98/hr Code Enforcement Officer Rate: $80/hr Code Enforcement Officer Pay: $71.50/hr Supervisor: $135/hr Supervisor Pay: $120/hr (Supervisor rate only charged if the size of the event requires a supervisor)	Officer Rate: $110/hr Officer Pay: $98/hr Code Enforcement Officer Rate: $80/hr Code Enforcement Officer Pay: $71.50/hr Supervisor: $135/hr Supervisor Pay: $120/hr (Supervisor rate only charged if the size of the event requires a supervisor)	NO CHANGE	
POLICE DEPARTMENT	Certified VIN Inspection	NA	$ 54.00	NEW FEE	This is a community service that Eagle PD can provide to the public. CSP is the only other provider, and frequenly cannot provide this service as a result of lack of availability and schedule conflicts. EPD fields a request for this service routinly. We have employee's that are curretnly trained and certified to complete this task. There is no anticipated associated cost with this service other than the fee to the customer. **Comparisons** (CO State Patrol = $54, Glenwood Springs PD = $54, Broomfield PD = $53)

UTILITY FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
REFUSE FEE	Residential monthly charges rubish removal, recycling, and composting base fee	$ 42.54	$ 43.44	FEE CHANGE	Proposed increase of 2.1%. This is in accordance with the Town's agreement with Vail Honeywagon. Annual increase should be the lower of CPI or 5%. Current Denver-Aurora-Lakewood area CPI for July 2024 = 2.1%.
REFUSE FEE	Additional trashcan fee per month	$ 25.48	$ 26.01	FEE CHANGE	
REFUSE FEE	Additional single stream recycle can fee per month	$ 10.19	$ 10.40	FEE CHANGE	
REFUSE FEE	Return Trip Fee: Missed collection due to account holder error	$ 25.00	$ 25.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - couch, sofa, twin or single box springs/mattresses	$ 15.00	$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - per king/queen mattress or box springs	$ 20.00	$ 20.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - stove, oven, wash	$ 15.00	$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - hot water heater,	$ 30.00	$ 30.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Carpet: per cubic yard	$ 18.00	$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Construction Materials - per cubic yard	$ 18.00	$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Tires (each)	$ 7.00	$ 7.00	NO CHANGE	
REFUSE FEE	Trash Can - New	$ 90.00	$ 90.00	NO CHANGE	
REFUSE FEE	Trash Can - Used	$ 50.00	$ 50.00	NO CHANGE	
REFUSE FEE	Recycle Container	$ 20.00	$ 20.00	NO CHANGE	
REFUSE FEE	Yardwaste Fee	$ 2.00	$ 2.00	NO CHANGE	
REFUSE FEE	Administrative Fee for Refuse Billing	$ 1.45	$ 1.45	NO CHANGE	
STORMWATER MANAGEMENT FE	Residential Monthly Fee	$ 3.00	$ 4.50	FEE CHANGE	Staff recommends increasing the Town's stormwater fees by 50%, adjusting the monthly rates from $3 to $4.50 per residential unit and from $6 to $9 per commercial unit. This equates to an additional $18 annually for residential households and $36 annually for commercial businesses. The proposed increase is necessary to help fund upcoming capital projects, including improvements on Capitol Street (planned for 2026) and the Grand Avenue project. The Stormwater Enterprise Fund was established in 2020, with fee collection beginning in January 2021. Initial rates were intentionally set low, as a formal rate study had not yet been completed. Since then, fees have remained flat. See next line for comparisons: Without an adjustment, the Stormwater Fund will not have sufficient capacity to cover planned projects, and projections show the fund balance turning negative by 2027 once the Grand Avenue project begins. Staff reviewed alternative fee scenarios, including a larger rate increase to fully fund identified projects. However, this approach would eventually over-collect revenue relative to our future project projections. Instead, staff recommends a modest increase in conjunction with issuing debt when the Grand Avenue project moves forward. This balanced approach maintains affordability for residents and businesses while ensuring long-term financial sustainability of the stormwater system.

UTILITY FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
STORMWATER MANAGEMENT FE	Commercial Monthly Fee	$ 6.00	$ 9.00	FEE CHANGE	Residential (Silverthorne = $7.21, Colorado Springs = $8.00, Lyons = $10.00, Wellington (Town) = $5.00, Wellington (Stormwater Authority) = $6.33, Lakewood = $4.99, Longmont = $18.85) Commercial (Silverthorne = $6.01-$120.12 (Based on impervious area), Colorado Springs = $45.00/acre, Lyons = $10,00, Wellington (Town) = $9.25, Wellington (Stormwater Authority) = $6.33-$110 (Based on impervious area), Lakewood = $4.99/2250 sq ft impervious area, Longmont = $18.85/20,000 sq ft surface area)
WASTE WATER FUND FEE	Residential/Commercial/Mixed Use/Government/Schools - Monthly Sewer Service (per unit)	$ 69.51	$ 71.60	FEE CHANGE	3% ongoing annual increase per the 2021 rate study
WATER FUND FEE	Rate Class Monthly Base Fees & Usage Block (gal) Charge per 1,000 gal		$ -		3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	Residential without accessory dwelling unit base fee	$ 42.14	$ 43.40	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 3.59	$ 3.69	FEE CHANGE	
WATER FUND FEE	6,001-17,000	$ 7.90	$ 8.14	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 11.85	$ 12.21	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 17.77	$ 18.30	FEE CHANGE	
WATER FUND FEE	Residential with accessory dwelling unit base fee	$ 52.86	$ 54.45	FEE CHANGE	
WATER FUND FEE	0-8,000	$ 3.59	$ 3.69	FEE CHANGE	
WATER FUND FEE	8,001-17,000	$ 7.90	$ 8.14	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 11.85	$ 12.21	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 17.77	$ 18.30	FEE CHANGE	
WATER FUND FEE	Non-Residential Commercial & Mixed Use Base Fee (per unit)	$ 42.14	$ 43.40	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 3.59	$ 3.69	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 7.90	$ 8.14	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	$ 42.14	$ 43.40	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 3.59	$ 3.69	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 7.90	$ 8.14	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee (per unit)		$ -		
WATER FUND FEE	All Usage	$ 7.90	$ 8.14	FEE CHANGE	
WATER FUND FEE	Out of Town Residential without accessory dwelling unit base fee	$ 63.22	$ 65.12	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 5.38	$ 5.54	FEE CHANGE	
WATER FUND FEE	6,001-17,000	$ 11.81	$ 12.16	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 17.73	$ 18.26	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 26.56	$ 27.36	FEE CHANGE	
WATER FUND FEE	Out of Town Residential with accessory dwelling unit base fee	$ 79.34	$ 81.73	FEE CHANGE	
WATER FUND FEE	0-8,000	$ 5.38	$ 5.54	FEE CHANGE	
WATER FUND FEE	8,001-17,000	$ 11.81	$ 12.16	FEE CHANGE	
WATER FUND FEE	17,001-28,000	$ 17.73	$ 18.26	FEE CHANGE	
WATER FUND FEE	28,000 +	$ 26.56	$ 27.36	FEE CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	Out of Town Non-Residential Commercial & Mixed	$ 63.22	$ 65.12	FEE CHANGE	3% ongoing annual increase per water rate model
WATER FUND FEE	0-6,000	$ 5.38	$ 5.54	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 11.81	$ 12.16	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	$ 63.22	$ 65.12	FEE CHANGE	
WATER FUND FEE	0-6,000	$ 5.38	$ 5.54	FEE CHANGE	
WATER FUND FEE	6,000 +	$ 11.81	$ 12.16	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee(per unit)		$ -		
WATER FUND FEE	All Usage	$ 11.81	$ 12.16	FEE CHANGE	
WATER FUND FEE	Surcharge Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	$ 8.15	$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 14,000)	$ 12.50	$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (14,000 +)	$ 17.00	$ 17.00	NO CHANGE	
WATER FUND FEE	Surcharge Non-Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	$ 8.15	$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 46,000)	$ 12.50	$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (46,000 +)	$ 17.00	$ 17.00	NO CHANGE	
WATER FUND FEE	Utility Payment Late Fee (Water/Sewer/Trash)	$ 5.00	$ 5.00	NO CHANGE	

BROADBAND FEES

FEE TYPE	FEE TITLE	2025 FEE	2026 FEE	FEE CHANGE	REASONING FOR CHANGE
BROADBAND FEE	1 Gbps (subject to capacity availability)	$ 875.00	$ 875.00	NO CHANGE	
BROADBAND FEE	5 Gbps (subject to capacity availability)	$ 3,125.00	$ 3,125.00	NO CHANGE	
BROADBAND FEE	10 Gbps (subject to capacity availability)	$ 5,000.00	$ 5,000.00	NO CHANGE	
BROADBAND FEE	Port fee (monthly recurring charge)	$ 250.00	$ 250.00	NO CHANGE	
BROADBAND FEE	Additional port (each)	$ 500.00	$ 500.00	NO CHANGE	
BROADBAND FEE	Setup fee (one time)	$ 2,500.00	$ 2,500.00	NO CHANGE	
BROADBAND FEE	Quarter rack colocation space	$ 1,000.00	$ 1,000.00	NO CHANGE	
BROADBAND FEE	Setup fee (one time)	$ 2,500.00	$ 2,500.00	NO CHANGE	
BROADBAND FEE	650 Mbps Internet only (subject to capacity availability)	$ 99.95	$ 99.95	NO CHANGE	
BROADBAND FEE	650 Mbps Business (subject to capacity availability)	$ 299.95	$ 299.95	NO CHANGE	
BROADBAND FEE	up to 10 Gbps (subject to capacity availability)	TBD upon Building Audit	TBD upon Building Audit	NO CHANGE	
BROADBAND FEE	650 Mbps (subject to capacity availability) - In Town	$ 69.95	$ 69.95	NO CHANGE	
BROADBAND FEE	650 Mbps (subject to capacity availability) - Out of Town	$ 89.95	$ 89.95	NO CHANGE	
BROADBAND FEE	Installation Fees			NO CHANGE	
BROADBAND FEE	Standard Installation	$ 179.00	$ 179.00	NO CHANGE	
BROADBAND FEE	Transport Only to 910Telecom (monthly recurring charge)				
BROADBAND FEE	Quarter rack colocation space			NO CHANGE	
BROADBAND FEE	Business Internet Service (monthly recurring charge)			NO CHANGE	
BROADBAND FEE	Residential Internet Service (monthly recurring charge)			NO CHANGE	

Capital Improvement Plan Summary for 2026 - 2030

Totals by Fund

	2026 Total	2027 Total	2028 Total	2029 Total	2030 Total	TOTAL 5-YR	TOTAL 10-YR
Capital Imp Fund	6,290,294	8,936,060	24,112,474	22,473,200	30,776,271	92,588,299	92,948,299
Water Fund	2,972,500	3,980,000	14,075,000	15,505,000	4,125,000	40,657,500	61,632,500
Wastewater Fund	9,851,000	3,775,000	990,203	1,089,864	2,500,000	18,206,067	94,156,067
General Fund	500,000	850,854	-	-	984,970	2,335,824	5,596,198
Stormwater Fund	250,000	638,141	638,141	-	231,525	1,757,807	2,061,684
Sales Tax CIF	770,000	250,000	75,000	500,000	-	1,595,000	1,595,000
Open Space Fund	220,256	90,000	150,000	150,000	200,000	810,256	1,310,256
Broadband Fund	-	-	-	-	-	-	-
Conservation Trust Fund	-	-	-	-	-	-	-
Refuse Fund	-	-	-	-	-	-	-
Grand Total	**20,854,050**	**18,520,055**	**40,040,818**	**39,718,064**	**38,817,766**	**157,950,753**	**259,300,004**

2025 & 2026 Totals

	2025 Total	2026 Total
Broadband Fund	-	-
Capital Imp Fund	6,035,241	6,290,294
Conservation Trust Fund	110,000	-
General Fund	500,000	500,000
Open Space Fund	190,812	220,256
Refuse Fund	32,000	-
Sales Tax CIF	7,888,120	770,000
Stormwater Fund	-	250,000
Wastewater Fund	2,182,121	9,851,000
Water Fund	9,960,236	2,972,500
Grand Total	**26,898,529**	**20,854,050**

Totals by Department

	2026 Total	2027 Total	2028 Total	2029 Total	2030 Total	TOTAL 5-YR	TOTAL 10-YR
Streets	4,477,000	8,095,854	22,403,200	21,818,200	26,664,970	83,459,224	86,809,598
Water	2,870,000	3,895,000	13,900,000	15,420,000	4,040,000	40,125,000	61,100,000
Wastewater	9,841,000	3,775,000	990,203	1,089,864	2,500,000	18,196,067	94,146,067
B&G	221,551	-	20,500	-	4,924,771	5,166,822	5,166,822
Fleet	1,076,966	1,585,560	1,613,774	590,000	85,000	4,951,300	4,951,300
Stormwater	250,000	638,141	638,141	-	231,525	1,757,807	2,061,684
Admin	550,000	50,000	50,000	450,000	50,000	1,150,000	1,400,000
Sustainability	889,782	-	-	-	-	889,782	889,782
Public Works	270,000	250,000	75,000	100,000	-	695,000	695,000
Open Space	160,256	-	150,000	150,000	200,000	660,256	1,160,256
IT	177,495	130,500	100,000	100,000	121,500	629,495	649,495
Econ Dev Housing	70,000	100,000	100,000	-	-	270,000	270,000
Public Safety	-	-	-	-	-	-	-
Grand Total	**20,854,050**	**18,520,055**	**40,040,818**	**39,718,064**	**38,817,766**	**157,950,753**	**259,300,004**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Capital Improvements Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Capital Imp Fund	IT	*NEW* Capitol Street Broadband Conduit	-	101,000				
Capital Imp Fund	IT	*NEW* Recommended Security Upgrades for Town Hall & Public Works	-	20,000				
Capital Imp Fund	Econ Dev Housing	*NEW* Townwide Wayfinding Improvement Project implementation based on findings from Wayfinding Study	-	55,000	10,000	100,000	-	-
Capital Imp Fund	IT	*NEW* Grand Avenue Broadband Conduit	-	-	100,000	100,000	100,000	100,000
Capital Imp Fund	Sustainability	*NEW* Priority #1 Building Electrification Additional Scope Option 1 (Building Envelope & Solar PV at Public Works)	-	253,000	-	-	-	-
Capital Imp Fund	Public Safety	*NEW* Shipping Container for Secure Equipment & Trailer Storage	15,000	-	-	-	-	-
Capital Imp Fund	Streets	*NEW* Brush Creek Road Extension (Parking Area)	-	50,000	180,000	-	-	-
Capital Imp Fund	Streets	*NEW* Brush Creek Road Extension (Right of Way)	-	245,000	-	-	-	
Capital Imp Fund	Fleet	*NEW* Public Safety: Code Enforcement Truck	-	123,150	-	-	-	
Capital Imp Fund	Public Safety	*NEW* Public Safety: Drone	17,866	-	-	-	-	-
Capital Imp Fund	B&G	Irrigation Intake Improvements - Chambers Park	-	121,551	-	-	-	-
Capital Imp Fund	Admin	Pool and Ice Capital Improvements Funding	50,000	50,000	50,000	50,000	50,000	50,000
Capital Imp Fund	B&G	Pavilion - Floor	-	20,000	-	-	-	-
Capital Imp Fund	IT	Brush Creek Pavilion AV Upgrades - NEED UPDATED QUOTE (original approved budget was $8,500)	-	15,000				
Capital Imp Fund	IT	Council Chambers AV Upgrades Phase II	-	15,000				
Capital Imp Fund	IT	Expanding Public Wi-Fi	-	13,495	30,500			
Capital Imp Fund	IT	Monument Reader Board - Grand Avenue	37,500	-	-	-	-	
Capital Imp Fund	Fleet	B&G: PJ Utility Trailer - 2016	-	-	-	12,000	-	-
Capital Imp Fund	Admin	*NEW* Property Acquisition Grand Avenue	786,708	-	-	-	-	-
Capital Imp Fund	Fleet	B&G: Toro Z Master	-	-	28,000	-	-	-
Capital Imp Fund	Fleet	B&G: Ventrac 3400	-	-	128,000	-	-	-
Capital Imp Fund	Streets	Broadway - Concrete Replacement/ADA Ramps	-	-	-	-	65,000	650,000
Capital Imp Fund	Fleet	Streets: Bucket Truck	191,000	-	-	-	-	-
Capital Imp Fund	B&G	Burger King ROW Irrigation Conversion	-	15,000	-	-	-	-
Capital Imp Fund	Streets	Handicap Ramps ADA Replacements	-	30,000	30,000	30,000	30,000	30,000
Capital Imp Fund	Fleet	Comm Dev: Jeep Wrangler - 2007	-	-	50,000	-	-	-
Capital Imp Fund	Public Safety	Mobile Radar Speed Trailer	19,000	-	-	-	-	-
Capital Imp Fund	IT	Digital Signage (Wayfinding)	-	-				21,500
Capital Imp Fund	B&G	E-Bike Signage and Installation (Rolled over from 2025)	-	65,000	-	-	-	-
Capital Imp Fund	Streets	Eby Creek Road - RRFB (all remaining crosswalks)	-	-	35,000	350,000	-	
Capital Imp Fund	Streets	Eby Creek Road Curb and gutter Repair (moved from 2026)	-	-		300,000		-

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Capital Improvements Fund, cont.

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Capital Imp Fund	IT	Fiber Conduit -To Cemetery Tank for Town Internet Service	37,100	-	-	-	-	-
Capital Imp Fund	Fleet	Engineering: Ford F-150	-	-	-	-	65,000	-
Capital Imp Fund	Fleet	B&G: Chevy Silverado /Weed Sprayer	80,000	-	-	-	-	-
Capital Imp Fund	Public Safety	Town Hall Basement Remodel - Public Safety Secure Storage	7,000	-	-	-	-	-
Capital Imp Fund	Streets	Grand Avenue Improvements	1,700,000.00	1,000,000	7,000,000	21,723,200	21,723,200	25,000,000
Capital Imp Fund	Sustainability	Building Electrification - Prior Year Approved Request, including Building Envelope and Solar PV	1,201,180	609,282	-	-	-	-
Capital Imp Fund	Streets	908 High Flow (Rolled over from 2025)	-	15,000	-	-	-	-
Capital Imp Fund	Streets	Street Replacement: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard (was $2,000,000 in original approved budget)	150,000	2,637,000	-	-	-	-
Capital Imp Fund	Fleet	Streets: 4900 Snow Plow Truck - 2019 - NEED UPDATED QUOTE	-	250,000	-	-	-	-
Capital Imp Fund	IT	IT Equipment Racks - PW Office Remodel, W/WW & Town Hall	15,500	13,000	-	-	-	-
Capital Imp Fund	Fleet	B&G: Ford F-350 or Similar 1 Ton Flat Bed / Plow	-	80,000	-	-	-	-
Capital Imp Fund	B&G	Public Works Office Remodel	30,000	-	-	-	-	-
Capital Imp Fund	B&G	Electric V-Box (Sand Spreader)	15,000	-	-	-	-	-
Capital Imp Fund	Fleet	B&G: Toro Z Master	-	28,000	-	-	-	-
Capital Imp Fund	B&G	Public Works Expansion (Planning & Design)	-	-	-	-	-	4,630,500
Capital Imp Fund	Fleet	B&G: John Deere 301- A Tractor	64,000	-	-	-	-	-
Capital Imp Fund	Fleet	Public Safety: Patrol Vehicles	345,840	-	-	-	-	-
Capital Imp Fund	IT	Security Cameras & Access Controls	77,547	-	-	-	-	-
Capital Imp Fund	Streets	Sylvan Lake Road Bike & Ped Safety Improvements	1,130,000	-	-	-	-	-
Capital Imp Fund	Fleet	Streets: Bobcat Multi-tool #1	-	-	135,000	-	-	-
Capital Imp Fund	Fleet	Streets: Boom Mower Tractor	-	-	-	135,000	-	-
Capital Imp Fund	Fleet	B&G: Air Compressor Trailer/185 Atlas	65,000	-	-	-	-	-
Capital Imp Fund	Fleet	Streets: Case - Skid steer	-	-	-	-	100,000	-
Capital Imp Fund	Fleet	Streets: Chevrolet Silverado 1500	-	-	-	-	65,000	-

New Project
Complete Project
Funding Change

Capital Improvements Fund, cont.

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Capital Imp Fund	Fleet	Streets: Ford F-150	-	-	-	65,000	-	-
Capital Imp Fund	Fleet	Streets: Ford F-350 Plow/Sander	-	-	90,000	-	-	-
Capital Imp Fund	Fleet	Streets: Ford F-350 Plow/Sander	-	-	90,000	-	-	-
Capital Imp Fund	Fleet	Streets: International 4900 530 hp	-	-	-	-	275,000	-
Capital Imp Fund	Fleet	Streets: Marathon Crack Seal Trailer - 2012	-	-	45,000	-	-	-
Capital Imp Fund	Fleet	Streets: Street Sweeper	-	-	385,000	-	-	-
Capital Imp Fund	Fleet	Streets: Western Star Dump Truck	-	-	-	320,000	-	-
Capital Imp Fund	B&G	Studio – Floor	-	-	-	20,500	-	-
Capital Imp Fund	Fleet	Public Safety: Patrol Vehicles - Ford F-150 First Responders (original approved budget was $380,424 for hybrid vehicles)	-	465,816	549,560	906,774	-	-
Capital Imp Fund	B&G	Town Hall - Concrete Floor Coating	-	-	-	-	-	30,000
Capital Imp Fund	B&G	Town Hall Windows	-	-	-	-	-	193,916
Capital Imp Fund	B&G	Warm Springs Pump - Major Improvements	-	-	-	-	-	70,355
Total		**67**	**6,035,241**	**6,290,294**	**8,936,060**	**24,112,474**	**22,473,200**	**30,776,271**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Sales Tax Capital Improvements Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Sales Tax CIF	Admin	Nogal Park - Playground	50,000	500,000	-	-	-	-
Sales Tax CIF	Public Works	Sidewalk/Trail: Cemetery Connection to Terrace	-	125,000	-	-	-	-
Sales Tax CIF	Admin	Skateboard Park Design	30,000	-	-	-	-	-
Sales Tax CIF	Admin	Eagle Pool Rebuild	7,311,198	-	-	-	-	-
Sales Tax CIF	Public Works	Sidewalk / Trail: Nogal Road	220,000	-	-	-	-	-
Sales Tax CIF	Public Works	Dog Park Improvements	-	45,000	-	-	-	-
Sales Tax CIF	Admin	BMX Park Improvements	26,922	-	-	-	-	-
Sales Tax CIF	Public Works	Park Restroom Improvements - Brush Creek Park	-	-	-	75,000	-	-
Sales Tax CIF	Admin	Brush Creek Park - Playground Equipment	250,000	-	-	-	-	-
Sales Tax CIF	Public Works	Park Restroom Improvements - Visitor Center	-	-	100,000	-	-	-
Sales Tax CIF	Public Works	Park Restroom Improvements - Town Park	-	100,000	-	-	-	-
Sales Tax CIF	Public Works	Sidewalk/Trail: Repaving Bull Pasture (connection to Castle Drive/Bull pasture West side loop	-	-	150,000	-	-	-
Sales Tax CIF	Admin	Terrace Park - Playground	-	-	-	-	400,000	-
Sales Tax CIF	Public Works	Whiting Park - Pour-in-Place	-	-	-	-	100,000	-
Total		**14**	**7,888,120**	**770,000**	**250,000**	**75,000**	**500,000**	**-**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Conservation Trust Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Conservation Trust Fund	Open Space	Haymaker Trailhead Vault Restroom & Water Fountain	110,000	-	-	-	-	-
Total		**1**	**110,000**	**-**	**-**	**-**	**-**	**-**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Open Space Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Open Space Fund	Fleet	Open Space: Vehicle Fleet Replacements	-	45,000	-	-	-	-
Open Space Fund	Open Space	Eagle River Open Space Trail	-	-	-	-	-	200,000
Open Space Fund	Open Space	Fishing is Fun Pond Improvements	-	-	-	-	150,000	-
Open Space Fund	Open Space	Haystacker Trailhead (Eagle Ranch TH Access)	-	-	-	30,000	-	-
Open Space Fund	Open Space	Interpretive Signage Phase 2 Project (Crusher Fine Path)	-	-	-	-	-	-
Open Space Fund	Open Space	Restoration Project/Habitat Improvements on Open Space (Brush Creek and Hernage Creek) - rolled over $37,812 unused from 2024	157,812	-	-	-	-	-
Open Space Fund	Open Space	Open Space & Trails Master Plan Implementation Phase 1 & 2 - Planning & Implementation Process	30,000	160,256	-	-	-	-
Open Space Fund	Econ Dev Housing	Open Space Wayfinding Signage and Information project	-	15,000	90,000	-	-	-
Open Space Fund	Open Space	Hockett Gulch Trailhead Signage Infrastructure - Cancelled	-	-	-	-	-	-
Open Space Fund	Open Space	VVMTA Open Space Signage Project	3,000	-	-	-	-	-
Open Space Fund	Open Space	Restoration Project/Habitat Improvements on Open Space Phase 3	-	-	-	120,000	-	-
Open Space Fund	Open Space	Trail Connection Over Brush Creek (Bridge Haymeadow to Eagle Ranch)	-	-	-	-	-	-
Total		**12**	**190,812**	**220,256**	**90,000**	**150,000**	**150,000**	**200,000**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Wastewater Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Wastewater Fund	Wastewater	*NEW* Brush Creek and Eagle River Temperature Monitoring Stations	14,963	-	-	-	-	-
Wastewater Fund	Wastewater	*NEW* Brush Creek Road Extension - Grand Ave to Eagle County Properties	-	70,000	700,000			
Wastewater Fund	Wastewater	Arsenic Limit	-	-	-	-	-	-
Wastewater Fund	Wastewater	Reg 85 & Reg 31 Work:	-	-	-	-	-	-
Wastewater Fund	Wastewater	Nutrient Criteria Nitrogen	2,000,000	9,550,000	2,000,000	-	-	-
Wastewater Fund	Sustainability	Wastewater campus landscaping Xeriscape (Rolled over from 2025)	-	10,000	-	-	-	-
Wastewater Fund	Wastewater	Grand Avenue Wastewater Infrastructure Improvements	45,000	-	1,000,000	500,000	500,000	-
Wastewater Fund	Wastewater	Castle Dr Sanitary Sewer Main	-	-	75,000	450,000	-	-
Wastewater Fund	Wastewater	Headworks Screen	24,000	211,000	-	-	-	-
Wastewater Fund	Wastewater	Main Under Eagle River from Fairgrounds	-	-	-	-	220,500	2,500,000
Wastewater Fund	Wastewater	Process Building: Fire Alarms	5,000	10,000	-	-	-	-
Wastewater Fund	Wastewater	WWTP: Replumbing (Removed & incorporated into larger project)	-	-	-	-	-	-
Wastewater Fund	Fleet	Wastewater: Ford F-150	85,000	-	-	-	-	-
Wastewater Fund	Wastewater	Security Cameras and Access Controls	8,158	-	-	-	-	-
Wastewater Fund	Wastewater	Whiting Blacklot Sewer Main (Parallel to Hilltop)	-	-	-	40,203	369,364	-
Wastewater Fund	Wastewater	Update Drop and Brick Manholes	-	-	-	-	-	-
Wastewater Fund	Wastewater	Waste Water Temperature Reduction	-	-	-	-	-	-
Wastewater Fund	Wastewater	Waste Water Treatment Plant Roof Replacement	-	-	-	-	-	-
Total		**18**	**2,182,121**	**9,851,000**	**3,775,000**	**990,203**	**1,089,864**	**2,500,000**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Water Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Water Fund	Fleet	*NEW* Water: Ford F-150 (2027)			85,000			
Water Fund	Fleet	*NEW* Water: Ford F-150 (2029)					85,000	
Water Fund	Fleet	*NEW* Water: Ford F-150 (2030)	-	-	-	-	-	85,000
Water Fund	Fleet	*NEW* Water: Ford F-250 Super Duty	-	-	-	90,000	-	-
Water Fund	Water	*NEW* LBWTP Drying Bed Waterproofing Membranes	50,000	-	-	-	-	-
Water Fund	Water	*NEW* PLC Upgrades: UBWTP, Highlands, & Frost Creek	193,782	-	-	-	-	-
Water Fund	Water	*NEW* Brush Creek Road Extension - Grand Ave to Three Way Stop	-	85,000	850,000			
Water Fund	Water	Eagle Ranch Filing 26: Water Flush Station / PRV Main Extension / Water Tank Mixing (PAX)	-	-	-	-	-	-
Water Fund	Water	Hockett Gulch to Violet Ln - Water Line Tie-in	-	-	-	-	-	-
Water Fund	Water	I-70 Water Main Loop	-	-	-	-	-	-
Water Fund	Water	LBWTP: Expansion from 2.5 to 5.0 MGD	-	-	-	-	-	-
Water Fund	Water	Generator and Back Up Power for Booster Pump Stations	-	70,000	210,000	-	-	-
Water Fund	Sustainability	Water campus landscaping Xeriscape	-	10,000	-	-	-	-
Water Fund	Water	UBWTP: 2 MG Tank Rehab	7,397	-	-	-	-	-
Water Fund	Water	*NEW* UBWTP Heaters (2)	22,481	-	-	-	-	-
Water Fund	Water	Upper Eby Creek Tank Recoating and Rehab	-	55,000	500,000	-	-	-
Water Fund	Water	Brush Creek Transmission Main PRV	30,000	-	-	-	-	-
Water Fund	Water	Lower Eby Creek Tank and Booster Pump Station Replacement	2,328,974	150,000	-	-	-	-
Water Fund	Water	Cemetery Tank	3,779,278	250,000	-	-	-	-
Water Fund	Water	Brush Creek Transmission Main Replacement - Ouzel to Brush Creek Road Extension	-	-	-	-	320,000	3,500,000
Water Fund	Water	UBWTP Fire Alarms	10,000	-	-	-	-	-
Water Fund	Fleet	Water: Ford F-150 (2026)	-	85,000	-	-	-	-
Water Fund	Water	Brush Creek Transmission Main Replacement - Phase III	1,920,000	180,000	-	-	-	-
Water Fund	Water	East Eagle Tank & Distribution	5,000	500,000	500,000	7,000,000	7,000,000	-
Water Fund	Water	Fairgrounds Water Main Loop	-	-	-	-	-	540,000
Water Fund	Water	Grand Avenue Water Infrastructure Improvements	45,000	30,000	1,000,000	500,000	500,000	-
Water Fund	Water	Hernage Creek Tank Rehab	-	-	85,000	1,000,000	-	-
Water Fund	Water	LBWTP Eagle River Diversion	-	-	-	200,000	3,600,000	-
Water Fund	Water	UBWTP: Water Intake Improvements	-	-	-	-	-	-
Water Fund	Sustainability	Building Electrification - Upper Basin Plant Water Heater (Not Grant-Funded)	-	7,500				
Water Fund	Water	UBWTP Filter Trains	-	50,000				
Water Fund	Water	UBWTP: Lifecyle replacement and regulatory upgrades	-	200,000	600,000	4,000,000	4,000,000	-
Water Fund	Water	Water Line: Downtown Distribution: Capitol Street: 2nd to 5th Street & Fourth Street: Broadway to Howard	200,000	1,300,000	-	-	-	-
Water Fund	Fleet	Water: Ford F-150 (From Wastewater)	5,000	-	-	-	-	-
Water Fund	Water	Water Line: Adams Rib Headquarters PRV	-	-	-	-	-	-

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Water Fund, cont.

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Water Fund	Fleet	Water: Ford F-150 Lighting (New Addition)	80,000	-	-	-	-	-
Water Fund	Water	Water Line: Whiting Rd, Young St.	-	-	-	-	-	-
Water Fund	Water	Security Cameras and Access Controls	13,324	-	-	-	-	-
Water Fund	Water	Water Line: Castle Dr and King Rd	-	-	150,000	1,200,000	-	-
Water Fund	Water	Adams Rib School House PRV - Removed and added to Transmission Main budget	-	-	-	-	-	-
Water Fund	Fleet	Water: Ford F-150 (2028)	-	-	-	85,000	-	-
Water Fund	Water	Lower Eby Creek Tank Coating	1,250,000	-	-	-	-	-
Water Fund	Water	UBWTP Pretreatment Valve and Actuator	20,000	-	-	-	-	-
Total		**43**	**9,960,236**	**2,972,500**	**3,980,000**	**14,075,000**	**15,505,000**	**4,125,000**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Refuse Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Refuse Fund	Public Works	Oil Drop Site - Security Camera and License Plate Reader	32,000	-	-	-	-	-
Total		**1**	**32,000**	**-**	**-**	**-**	**-**	**-**

Capital Improvement Plan Summary 2026 - 2030

New Project
Complete Project
Funding Change

Stormwater Fund

Fund	Dept	Project	2025 Rev YE Budget	2026	2027	2028	2029	2030
Stormwater Fund	Stormwater	*NEW* Capitol Street	-	250,000				
Stormwater Fund	Stormwater	Bluffs Subdivision Water Quality Outfall @ Eagle River	-	-	-	-	-	-
Stormwater Fund	Stormwater	Grand Avenue Stormwater Infrastructure Improvements	-	-	638,141	638,141	-	-
Stormwater Fund	Stormwater	Town Park - Drainage, parking improvements (Washington St 5th to 6th)	-	-	-	-	-	231,525
Total		**4**	**-**	**250,000**	**638,141**	**638,141**	**-**	**231,525**

2026 BUDGET - ALL FUNDS SUMMARY

	2024 ACTUAL	2025 BUDGET	2025 REVISED	2026 BUDGET	YOY INCR. (DECR.)
GENERAL FUND					
Beg. Fund Balance	**$ 7,478,461**	**$ 5,454,325**	**$ 6,875,935**	**$ 7,091,870**	**$ 215,935**
Revenues	13,378,461	12,557,369	14,362,071	13,186,205	(1,175,866)
Transfers-In from other Funds	142,139	164,673	157,673	139,134	(18,539)
Expenditures	(11,786,520)	(12,673,280)	(12,706,309)	(13,507,730)	801,421
Transfers-Out to other Funds	(2,336,606)	(1,597,500)	(1,597,500)	(2,100,000)	502,500
Ending Fund Balance	**$ 6,875,935**	**$ 3,905,587**	**$ 7,091,870**	**$ 4,809,479**	**$ (2,282,391)**
WASTE WATER FUND					
Beg. Fund Balance	**$ 12,324,757**	**$ 10,266,673**	**$ 10,935,705**	**$ 12,177,572**	**$ 1,241,867**
Revenues	4,732,754	3,886,000	6,392,020	4,519,000	(1,873,020)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(6,074,009)	(7,954,719)	(5,100,727)	(12,904,767)	7,804,040
Transfers-Out to other Funds	(47,797)	(49,426)	(49,426)	(45,503)	(3,923)
Ending Fund Balance	**$ 10,935,705**	**$ 6,148,528**	**$ 12,177,572**	**$ 3,746,302**	**$ (8,431,270)**
WATER FUND					
Beg. Fund Balance	**$ 21,458,175**	**$ 17,530,250**	**$ 20,988,144**	**$ 16,449,582**	**$ (4,538,562)**
Revenues	6,727,546	5,784,554	8,907,153	6,688,705	(2,218,448)
Transfers-In from other Funds	-	-	-	50,888	50,888
Expenditures	(7,131,461)	(14,062,268)	(13,376,083)	(6,662,009)	(6,714,074)
Transfers-Out to other Funds	(66,116)	(69,632)	(69,632)	(193,255)	123,623
Ending Fund Balance	**$ 20,988,144**	**$ 9,182,904**	**$ 16,449,582**	**$ 16,333,911**	**$ (115,671)**
REFUSE FUND					
Beg. Fund Balance	**$ 292,503**	**$ 303,161**	**$ 291,696**	**$ 280,683**	**$ (11,013)**
Revenues	1,024,198	1,050,700	1,059,600	1,082,600	23,000
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(1,009,005)	(1,030,685)	(1,056,613)	(1,046,137)	(10,476)
Transfers-Out to other Funds	(16,000)	(16,000)	(14,000)	(14,000)	-
Ending Fund Balance	**$ 291,696**	**$ 307,176**	**$ 280,683**	**$ 303,146**	**$ 22,463**
STORMWATER FUND					
Beg. Fund Balance	**$ 216,757**	**$ 287,371**	**$ 318,754**	**$ 384,797**	**$ 66,043**
Revenues	106,053	106,000	105,200	154,050	48,850
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(4,056)	(35,500)	(39,157)	(289,173)	250,016
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	**$ 318,754**	**$ 357,871**	**$ 384,797**	**$ 249,674**	**$ (135,123)**
BROADBAND FUND					
Beg. Fund Balance	**$ -**	**$ 390,550**	**$ 55,967**	**$ 5,330**	**$ (50,637)**
Revenues	182,781	326,000	206,092	337,260	131,168
Transfers-In from other Funds	-	-	-	125,000	125,000
Expenditures	(126,813)	(711,715)	(253,896)	(342,955)	89,059
Transfers-Out to other Funds	-	(2,833)	(2,833)	(53,732)	50,899
Ending Fund Balance	**$ 55,967**	**$ 2,002**	**$ 5,330**	**$ 70,903**	**$ 65,573**
CAPITAL IMPROVEMENTS FUND					
Beg. Fund Balance	**$ 15,365,100**	**$ 14,882,151**	**$ 15,140,367**	**$ 16,094,967**	**$ 954,600**
Revenues	1,587,902	2,363,047	5,284,840	2,736,500	(2,548,340)
Transfers-In from other Funds	2,416,275	1,705,000	1,705,000	2,250,000	545,000
Expenditures	(4,228,909)	(6,110,667)	(6,035,241)	(6,290,294)	255,054
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	**$ 15,140,367**	**$ 12,839,531**	**$ 16,094,967**	**$ 14,791,173**	**$ (1,303,794)**
SALES TAX CIF					
Beg. Fund Balance	**$ 2,602,791**	**$ 8,128,320**	**$ 56,093**	**$ 2,148,263**	**$ 2,092,170**
Revenues	5,001,034	2,025,000	11,243,201	1,461,081	(9,782,120)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(7,297,732)	(8,527,145)	(8,901,031)	(1,867,101)	(7,033,930)
Transfers-Out to other Funds	(250,000)	(250,000)	(250,000)	(250,000)	-
Ending Fund Balance	**$ 56,093**	**$ 1,376,175**	**$ 2,148,263**	**$ 1,492,243**	**$ (656,020)**

2026 BUDGET - ALL FUNDS SUMMARY

CONSERVATION TRUST FUND

	2024 ACTUAL	2025 BUDGET	2025 REVISED	2026 BUDGET	YOY INCR. (DECR.)
Beg. Fund Balance	**$ 206,629**	**$ 263,629**	**$ 264,864**	**$ 208,864**	**$ (56,000)**
Revenues	58,235	53,875	54,000	54,000	-
Transfers-In from other Funds	-	-	-	-	-
Expenditures	-	(110,000)	(110,000)	-	(110,000)
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	**$ 264,864**	**$ 207,504**	**$ 208,864**	**$ 262,864**	**$ 54,000**

DISPOSABLE BAG FEE FUND

Beg. Fund Balance	**$ -**	**$ 30,331**	**$ 33,702**	**$ 33,426**	**$ (276)**
Revenues	13,371	5,000	10,200	8,000	(2,200)
Transfers-In from other Funds	20,331	-	-	-	-
Expenditures	-	(2,000)	(4,018)	(17,500)	13,482
Transfers-Out to other Funds	-	(5,000)	(6,458)	-	(6,458)
Ending Fund Balance	**$ 33,702**	**$ 28,331**	**$ 33,426**	**$ 23,926**	**$ (9,500)**

EXTERIOR ENERGY OFFSET FUND

Beg. Fund Balance	**$ -**	**$ 29,200**	**$ 29,214**	**$ 20,411**	**$ (8,803)**
Revenues	29,214	-	20,197	-	(20,197)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	-	(29,000)	(29,000)	(20,000)	(9,000)
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	**$ 29,214**	**$ 200**	**$ 20,411**	**$ 411**	**$ (20,000)**

OPEN SPACE PRESERVATION FUND

Beg. Fund Balance	**$ 848,275**	**$ 810,943**	**$ 878,538**	**$ 1,241,356**	**$ 362,818**
Revenues	340,807	386,338	658,643	323,300	(335,343)
Transfers-In from other Funds	150,000	142,500	142,500	100,000	(42,500)
Expenditures	(448,318)	(641,072)	(421,543)	(529,574)	108,031
Transfers-Out to other Funds	(12,226)	(16,782)	(16,782)	(8,532)	(8,250)
Ending Fund Balance	**$ 878,538**	**$ 681,927**	**$ 1,241,356**	**$ 1,126,550**	**$ (114,806)**

DOWNTOWN DEVELOPMENT AUTHORITY

Beg. Fund Balance	**$ 31,687**	**$ 15,537**	**$ 31,837**	**$ 35,412**	**$ 3,575**
Revenues	28,645	82,500	124,500	27,500	(97,000)
Transfers-In from other Funds	-	-	-	-	-
Expenditures	(28,495)	(70,000)	(120,925)	(49,238)	(71,687)
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	**$ 31,837**	**$ 28,037**	**$ 35,412**	**$ 13,674**	**$ (21,738)**

PARKING FEE IN LIEU FUND

Beg. Fund Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenues	-	-	-	-	-
Transfers-In from other Funds	-	-	-	-	-
Expenditures	-	-	-	-	-
Transfers-Out to other Funds	-	-	-	-	-
Ending Fund Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

TOTAL - ALL FUNDS

Beg. Fund Balance	**$ 60,825,134**	**$ 58,392,441**	**$ 55,900,817**	**$ 56,172,534**	**$ 271,717**
Revenues	33,211,002	28,626,383	48,427,717	30,578,201	(17,849,516)
Transfers-In from other Funds	2,728,745	2,012,173	2,005,173	2,665,022	659,849
Expenditures	(38,135,320)	(51,958,051)	(48,154,543)	(43,526,478)	4,628,065
Transfers-Out to other Funds	(2,728,745)	(2,007,173)	(2,006,631)	(2,665,022)	(658,391)
Ending Fund Balance	**$ 55,900,817**	**$ 35,065,773**	**$ 56,172,534**	**$ 43,224,257**	**$ (12,948,277)**

GENERAL FUND: SUMMARY

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
NON-SPENDABLE: 1	**$ 216,679**	**$ 223,000**	**$ 216,739**	**$ 223,000**	**3%**	**$ 6,261**
RESTRICTED FOR: Emergency Reserve	**361,000**	**499,978**	**462,000**	**408,710**	**-12%**	**(53,290)**
RESTRICTED FOR: ARPA Grant Earnings	**123,855**	**-**	**-**	**-**	**-**	**-**
HB21-1162 - BAG FEES	**26,251**	**-**	**-**	**-**		
ASSIGNED FOR: Capital Projects: 2	**-**	**-**	**-**	**-**	**-**	**-**
UNASSIGNED FUND BALANCE:	**6,750,676**	**4,731,347**	**6,197,196**	**6,460,160**	**4%**	**262,964**
TOTAL FUND BALANCES (Beginning)	**$ 7,478,461**	**$ 5,454,325**	**$ 6,875,935**	**$ 7,091,870**	**3%**	**$ 215,935**
REVENUE						
Taxes	10,341,999	10,227,500	10,721,668	10,412,423	-3%	(309,245)
Licenses and Permits	573,748	509,350	1,061,200	801,300	-24%	(259,900)
Intergovernmental Revenue	1,260,170	1,205,116	1,053,498	1,126,572	7%	73,074
Charges for Services	416,851	273,000	608,710	490,400	-19%	(118,310)
Fines & Forfeitures	198,739	95,838	461,900	107,910	-77%	(353,990)
Misc. Revenues	586,954	246,565	455,095	247,600	-46%	(207,495)
Transfers from Other Funds						-
From Water	66,116	69,632	69,632	68,255	-2%	(1,377)
From Wastewater	47,797	49,426	49,426	45,503	-8%	(3,923)
From Refuse	16,000	16,000	14,000	14,000	0%	-
From Broadband	-	2,833	2,833	2,844	0%	11
From Capital Improvements	-	-	-	-	-	-
From Bag Fee Fund	-	5,000	5,000	-	-100%	(5,000)
From EEOP Fund	-	5,000	-	-	-	-
From Open Space	12,226	16,782	16,782	8,532	-49%	(8,250)
TOTAL REVENUE	**$ 13,520,600**	**$ 12,722,042**	**$ 14,519,744**	**$ 13,325,339**	**-8%**	**$ (1,194,405)**
TOTAL SOURCES	**$ 20,999,061**	**$ 18,176,367**	**$ 21,395,679**	**$ 20,417,209**	**-5%**	**$ (978,470)**
EXPENDITURES						
Town Council	148,203	129,187	127,167	127,341	0%	174
General Government	1,217,235	607,402	673,131	618,628	-8%	(54,503)
General Administration	943,581	1,021,972	1,025,054	964,917	-6%	(60,137)
Information Technology	691,686	769,739	831,856	891,651	7%	59,795
Community Development	1,199,627	1,408,229	1,550,605	1,844,978	19%	294,373
Streets	2,083,333	2,049,867	2,009,776	2,350,751	17%	340,975
Engineering	360,877	471,152	457,566	433,754	-5%	(23,812)
Buildings & Grounds	1,171,856	1,155,764	1,156,802	1,115,704	-4%	(41,098)
Public Safety	3,277,520	3,825,647	3,717,762	3,883,078	4%	165,316
Municipal Court	90,740	112,427	114,350	101,570	-11%	(12,780)
Information Center	25,599	27,031	27,069	-	-100%	(27,069)
Events	438,744	451,724	437,644	447,931	2%	10,287
Communication & Marketing	137,519	178,724	98,388	194,629	98%	96,241
Sustainability	-	182,822	204,885	195,397	-5%	(9,488)
Economic Development & Housing	-	281,592	274,254	337,401	23%	63,147
TOTAL EXPENDITURES	**$ 11,786,520**	**$ 12,673,280**	**$ 12,706,309**	**$ 13,507,730**	**6%**	**$ 801,421**
CURRENT YEAR OPERATING INCOME / LOSS	**$ 1,734,080**	**$ 48,762**	**$ 1,813,435**	**$ (182,391)**		
TRANSFERS TO OTHER FUNDS						
Transfer to Capital Improvements Fund	2,166,275	1,455,000	1,455,000	2,000,000	37%	545,000
Transfer to Refuse Fund	-	-	-	-		
Transfer to Sales Tax Capital Improvements Fund	-	-	-	-	-	-
Transfer to DDA Fund	-	-	-	-	-	-
Transfer to Open Space Fund	150,000	142,500	142,500	100,000	-30%	(42,500)
Transfer to Disposable Bag Fee Fund	20,331	-	-	-		
TOTAL TRANSFERS TO OTHER FUNDS	**$ 2,336,606**	**$ 1,597,500**	**$ 1,597,500**	**$ 2,100,000**	**31%**	**$ 502,500**
					-	
TOTAL EXPENDITURES & TRANSFERS	**$ 14,123,126**	**$ 14,270,780**	**$ 14,303,809**	**$ 15,607,730**	**9%**	**$ 1,303,921**
NET SOURCE (USE) OF FUNDS	**$ (602,526)**	**$ (1,548,738)**	**$ 215,935**	**$ (2,282,391)**	**-1157%**	**$ (2,498,326)**
FUND BALANCES (Ending):	**$ 6,875,935**	**$ 3,905,587**	**$ 7,091,870**	**$ 4,809,479**	**-32%**	**$ (2,282,391)**
NON-SPENDABLE: 1	**$ 216,739**	**$ 223,000**	**$ 223,000**	**$ 223,000**	**0%**	**$ -**
RESTRICTED FOR: Emergency Reserve	**462,000**	**471,710**	**408,710**	**533,466**	**31%**	**124,756**
UNASSIGNED FUND BALANCE: 3	**6,197,196**	**3,210,876**	**6,460,160**	**4,053,013**	**-37%**	**(2,407,147)**
TOTAL FUND BALANCES (Ending)	**$ 6,875,935**	**$ 3,905,587**	**$ 7,091,870**	**$ 4,809,479**	**-32%**	**$ (2,282,391)**
% of Unassigned Fund Balance Compared to Total Expenditures, Excluding Transfers	**52.6%**	**25.3%**	**50.8%**	**30.0%**		
Excess Fund Balance Available per Policy	***$ 3,250,566***	***$ 42,556***	***$ 3,283,583***	***$ 676,080***		

1 Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership Program)

2 This Assigned Fund Balance is from the Eagle County School District settlement funds received in 2021. Council Assigned the funds towards a Mountain Rec Project. Transferred to STCIF in 2023.

3 It is the Town's policy to have a minimum unassigned fund balance for the General Fund of 25% of total expenditures, not including transfers to other funds.

GENERAL FUND: REVENUE

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
TAXES							
10-431-10	General Property Tax	$ 578,083	$ 561,000	$ 561,000	$ 612,000	9%	$ 51,000
10-431-20	Specific Ownership Tax	26,958	22,000	25,000	27,000	8%	2,000
10-431-30	Sales Tax - Regular	8,399,949	8,325,000	8,700,000	8,700,000	0%	-
10-431-31	Sales Tax - Special Marijuana/Tobacco	848,220	811,000	950,000	589,860	-38%	(360,140)
10-431-44	Severance Tax	53	250	63	63	0%	-
10-431-45	Federal Mineral Tax	517	250	605	500	-17%	(105)
10-431-50	Franchise Fees	239,657	254,000	240,000	240,000	0%	-
10-431-60	Marketing Lodging Tax	248,562	254,000	245,000	243,000	-1%	(2,000)
	TOTAL TAXES	**$ 10,341,999**	**$ 10,227,500**	**$ 10,721,668**	**$10,412,423**	**-3%**	**$ (309,245)**
LICENSES & PERMITS							
10-432-10	Business Licenses	$ 41,145	$ 35,000	$ 40,000	$ 40,000	0%	$ -
10-432-12	Liquor Licenses	9,410	5,000	9,500	8,000	-16%	(1,500)
10-432-13	Marijuana & Tobacco Licenses	3,750	3,000	3,000	3,000	0%	-
10-432-20	Building Permits	507,103	460,000	1,000,000	745,000	-26%	(255,000)
10-432-27	Electrical Permits	6,591	-	-	-	-	-
10-432-30	Road Cut Permits	3,960	5,000	7,100	4,000	-44%	(3,100)
10-432-35	Sign Permits	850	550	800	800	0%	-
10-432-40	Special Event Permits	939	800	800	500	-38%	(300)
	TOTAL LICENSES & PERMITS	**$ 573,748**	**$ 509,350**	**$ 1,061,200**	**$ 801,300**	**-24%**	**$ (259,900)**
INTERGOVERNMENTAL REVENUE							
10-433-20	Motor Vehicle License Fee	$ 32,712	$ 32,000	$ 32,000	$ 32,000	0%	$ -
10-433-30	Highway Users Tax	313,867	288,000	300,000	300,000	0%	-
10-433-60	Road & Bridge Tax	170,526	170,000	165,000	165,000	0%	-
10-433-70	County Sales Tax	286,513	292,000	284,000	285,000	0%	1,000
10-433-75	Grants	386,166	350,618	200,000	269,900	35%	69,900
10-433-85	Intergovernmental Contributions	70,386	72,498	72,498	74,672	3%	2,174
	TOTAL INTERGOVT REVENUES	**$ 1,260,170**	**$ 1,205,116**	**$ 1,053,498**	**$ 1,126,572**	**7%**	**$ 73,074**
CHARGES FOR SERVICES							
10-434-10	Planning & Zoning Fees	$ 9,291	$ 16,000	$ 29,410	$ 18,400	-37%	$ (11,010)
10-434-20	Planning & Zoning Reimbursable	215,581	140,000	275,000	300,000	9%	25,000
10-434-25	Facility Usage Fees	78,723	70,000	75,000	75,000	0%	-
10-434-26	Facility Usage Deposits	3,939	-	2,300	-	-100%	(2,300)
10-434-30	Sponsorship & Event Fees	7,700	15,000	15,000	15,000	0%	-
10-434-32	Broadband Service Charges	32,040	32,000	32,000	32,000	0%	-
10-434-40	Real Estate Transfer Fee	69,577	-	180,000	50,000		
10-434-50	Disposable Bag Usage Fee	-	-	-	-		
	TOTAL CHARGES FOR SERVICES	**$ 416,851**	**$ 273,000**	**$ 608,710**	**$ 490,400**	**-19%**	**$ (118,310)**
FINES & FORFEITURES							
10-435-10	Fines & Forfeits	$ 29,271	$ 35,000	$ 20,000	$ 20,000	0%	$ -
10-435-15	Police Surcharge	3,294	6,500	2,100	2,100	0%	-
10-435-20	Police Miscellaneous	6,110	6,400	2,000	2,000	0%	-
10-435-25	Police Grants	134,215	8,258	402,800	48,810	-88%	(353,990)
10-435-30	Special Duty Reimbursable	25,849	39,680	35,000	35,000	0%	-
10-435-35	Charitable Organization Fee	-	-	-	-	-	-
	TOTAL FINES & FORFEITS	**$ 198,739**	**$ 95,838**	**$ 461,900**	**$ 107,910**	**-77%**	**$ (353,990)**
MISCELLANEOUS REVENUE							
10-436-10	General Interest	$ 391,697	$ 175,000	$ 290,000	$ 200,000	-31%	$ (90,000)
10-436-11	ARPA Interest	84,583	-	799	-	-100%	(799)
10-436-12	GASB87 Lease Interest Revenue	203	-	-	-	-	-
10-436-17	Penalty & Interest	6,606	500	2,200	500	-77%	(1,700)
10-436-25	Property Damage Interest	-	-	-	-	-	-
10-436-30	Contributions & Donations	1,000	-	4,500	-	-100%	(4,500)
10-436-42	Information Center Donations	-	-	-	-	-	-
10-436-50	Rental Income	21,603	22,545	20,000	-	-100%	(20,000)
10-436-51	GASB87 NPV Adj to Lease Revenue	(1,498)	-	-	-	-	-
10-436-52	Employee Housing Rental Income	6,180	36,420	42,440	35,000	-18%	(7,440)
10-436-70	Other Miscellaneous Revenue	11,284	10,500	10,500	10,500	0%	-
10-436-71	Settlement Miscellaneous Revenue	2,500	-	-	-	-	-
10-436-72	Sale of Fixed Assets	-	-	71,000	-	-100%	(71,000)
10-436-75	Service Charge	-	-	-	-	-	-
10-436-78	Insurance Proceeds	58,131	-	5,017	-	-100%	(5,017)
10-436-80	Reimbursable Revenue - Other	2,577	1,600	3,000	1,600	-47%	(1,400)
10-436-94	Impact Fees Administration Fees	2,088	-	5,639	-	-100%	(5,639)
10-436-95	Fee in Lieu - LERP	-	-	-	-	-	-
10-436-96	Grants	-	-	-	-	-	-
	TOTAL MISCELLANEOUS REVENUE	**$ 586,954**	**$ 246,565**	**$ 455,095**	**$ 247,600**	**-46%**	**$ (207,495)**
TRANSFERS IN FROM OTHER FUNDS							
10-437-20	Water - Indirect IT Services	$ 66,116	$ 69,632	$ 69,632	$ 68,255	-2%	$ (1,377)
10-437-30	Wastewater - Indirect IT Services	47,797	49,426	49,426	45,503	-8%	(3,923)
10-437-40	General Admin. Refuse	16,000	16,000	14,000	14,000	0%	-
10-437-56	Broadband - Indirect IT Services	-	2,833	2,833	2,844	0%	11
10-437-31	Capital Improvements	-	-	-	-	-	-
10-437-72	Bag Fee Fund	-	5,000	5,000	-	-100%	(5,000)
10-437-73	EEOP Fund	-	5,000	-	-	-	-
10-437-80	Open Space - Indirect IT Services	12,226	16,782	16,782	8,532	-49%	(8,250)
	TOTAL TRANSFERS IN	**$ 142,139**	**$ 164,673**	**$ 157,673**	**$ 139,134**	**-12%**	**$ (18,539)**
	TOTAL GENERAL FUND REVENUES	**$ 13,520,600**	**$ 12,722,042**	**$ 14,519,744**	**$13,325,339**	**-8%**	**$ (1,194,405)**

GENERAL FUND: TOWN COUNCIL

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 49,158	$ 49,312	$ 49,292	$ 58,363	18%	$ 9,071
SUPPLIES	48	500	500	500	0%	-
CHARGES FOR SERVICES	33,549	24,250	22,170	38,250	73%	16,080
DISCRETIONARY FUNDING	65,334	55,000	55,000	30,000	-45%	(25,000)
FIXED CHARGES	114	125	205	228	11%	23
TOTAL EXPENDITURES	**$ 148,203**	**$ 129,187**	**$ 127,167**	**$ 127,341**	**0%**	**$ 174**

GENERAL FUND: GENERAL GOVERNMENT

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 617,417	$ 451,390	$ 449,404	$ 472,484	5%	$ 23,080
SUPPLIES	484	1,100	8,100	1,100	-86%	(7,000)
CHARGES FOR SERVICES	585,159	137,138	209,627	138,444	-34%	(71,183)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	14,175	17,775	6,000	6,600	10%	600
TOTAL EXPENDITURES	**$ 1,217,235**	**$ 607,402**	**$ 673,131**	**$ 618,628**	**-8%**	**$ (54,503)**

GENERAL FUND: GENERAL ADMIN

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 723,476	$ 780,194	$ 789,742	$ 739,261	-6%	$ (50,481)
SUPPLIES	4,280	5,081	4,951	4,895	-1%	(56)
CHARGES FOR SERVICES	201,992	221,197	214,546	203,964	-5%	(10,582)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	13,833	15,500	15,815	16,797	6%	982
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 943,581**	**$ 1,021,972**	**$ 1,025,054**	**$ 964,917**	**-6%**	**$ (60,137)**

GENERAL FUND: IT

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 232,277	$ 199,333	$ 264,208	$ 322,858	22%	$ 58,650
SUPPLIES	46,435	79,000	79,000	79,000	0%	-
CHARGES FOR SERVICES	412,492	490,881	487,200	488,200	0%	1,000
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	483	525	1,448	1,593	10%	145
TOTAL EXPENDITURES	**$ 691,686**	**$ 769,739**	**$ 831,856**	**$ 891,651**	**7%**	**$ 59,795**

GENERAL FUND: COMMUNITY DEVELOPMENT

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 841,588	$ 1,038,478	$ 1,002,740	$ 1,091,700	9%	$ 88,960
SUPPLIES	4,657	4,700	5,200	4,700	-10%	(500)
CHARGES FOR SERVICES	352,498	364,051	540,313	745,991	38%	205,678
DISCRETIONARY FUNDING					-	
FIXED CHARGES	883	1,000	2,352	2,587	10%	235
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 1,199,627**	**$ 1,408,229**	**$ 1,550,605**	**$ 1,844,978**	**19%**	**$ 294,373**

GENERAL FUND: STREETS

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 768,550	$ 916,316	$ 847,748	$ 1,018,732	20%	$ 170,984
SUPPLIES	235,673	206,954	206,954	206,954	0%	-
CHARGES FOR SERVICES	1,025,909	905,347	928,292	1,095,605	18%	167,313
DISCRETIONARY FUNDING					-	
FIXED CHARGES	15,574	21,250	26,782	29,460	10%	2,678
CAPITAL OUTLAY	37,627	-	-	-	-	-
TOTAL EXPENDITURES	**$ 2,083,333**	**$ 2,049,867**	**$ 2,009,776**	**$ 2,350,751**	**17%**	**$ 340,975**

GENERAL FUND: ENGINEERING

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 344,197	$ 449,874	$ 434,460	$ 413,657	-5%	$ (20,803)
SUPPLIES	3,905	4,950	5,950	4,950	-17%	(1,000)
CHARGES FOR SERVICES	11,344	14,548	14,748	12,498	-15%	(2,250)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	1,431	1,780	2,408	2,649	10%	241
TOTAL EXPENDITURES	**$ 360,877**	**$ 471,152**	**$ 457,566**	**$ 433,754**	**-5%**	**$ (23,812)**

GENERAL FUND: BUILDING & GROUNDS

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 677,089	$ 738,007	$ 718,416	$ 667,930	-7%	$ (50,486)
SUPPLIES	151,127	120,200	120,200	120,200	0%	-
CHARGES FOR SERVICES	269,593	226,842	226,842	227,096	0%	254
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	74,046	70,715	91,344	100,478	10%	9,134
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 1,171,856**	**$ 1,155,764**	**$ 1,156,802**	**$ 1,115,704**	**-4%**	**$ (41,098)**

GENERAL FUND: PUBLIC SAFETY

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 2,473,702	$ 3,005,303	$ 2,882,764	$ 2,908,096	1%	$ 25,332
SUPPLIES	189,035	121,053	121,053	170,090	41%	49,037
CHARGES FOR SERVICES	534,717	615,291	614,841	695,878	13%	81,037
DISCRETIONARY FUNDING					-	
FIXED CHARGES	80,066	84,000	99,104	109,014	10%	9,910
TOTAL EXPENDITURES	**$ 3,277,520**	**$ 3,825,647**	**$ 3,717,762**	**$ 3,883,078**	**4%**	**$ 165,316**

GENERAL FUND: MUNICIPAL COURT

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 61,189	$ 69,387	$ 70,845	$ 67,240	-5%	$ (3,605)
SUPPLIES	97	350	350	350	0%	-
CHARGES FOR SERVICES	29,396	42,625	42,977	33,784	-21%	(9,193)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	57	65	178	196	10%	18
TOTAL EXPENDITURES	**$ 90,740**	**$ 112,427**	**$ 114,350**	**$ 101,570**	**-11%**	**$ (12,780)**

GENERAL FUND: INFO CENTER

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 25,326	$ 26,216	$ 26,231	$ -	-100%	$ (26,231)
SUPPLIES	149	795	795	-	-100%	(795)
CHARGES FOR SERVICES	109	-	-	-	-	-
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	15	20	43	-	-100%	(43)
TOTAL EXPENDITURES	**$ 25,599**	**$ 27,031**	**$ 27,069**	**$ -**	**-100%**	**$ (27,069)**

GENERAL FUND: EVENTS

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 220,445	$ 244,714	$ 229,004	$ 245,840	7%	$ 16,836
SUPPLIES	2,200	1,350	1,350	1,050	-22%	(300)
CHARGES FOR SERVICES	106,300	104,860	111,307	99,960	-10%	(11,347)
DISCRETIONARY FUNDING	109,100	100,000	95,000	100,000	5%	5,000
FIXED CHARGES	699	800	983	1,081	10%	98
TOTAL EXPENDITURES	**$ 438,744**	**$ 451,724**	**$ 437,644**	**$ 447,931**	**2%**	**$ 10,287**

GENERAL FUND: COMMS & MARKETING

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 104,114	$ 115,962	$ 35,493	$ 101,962	187%	$ 66,469
SUPPLIES	4,285	2,700	2,700	2,750	2%	50
CHARGES FOR SERVICES	29,018	59,912	59,912	89,606	50%	29,694
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	102	150	283	311	10%	28
TOTAL EXPENDITURES	**$ 137,519**	**$ 178,724**	**$ 98,388**	**$ 194,629**	**98%**	**$ 96,241**

GENERAL FUND: SUSTAINABILITY

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ -	$ 113,744	$ 110,107	$ 117,510	7%	$ 7,403
SUPPLIES	-	1,750	1,750	1,750	0%	$ -
CHARGES FOR SERVICES	-	52,078	77,690	75,765	-2%	$ (1,925)
DISCRETIONARY FUNDING	-	15,000	15,000	-	-100%	$ (15,000)
FIXED CHARGES	-	250	338	372	10%	$ 34
TOTAL EXPENDITURES	**$ -**	**$ 182,822**	**$ 204,885**	**$ 195,397**	-5%	**$ (9,488)**

GENERAL FUND: ECON DEV & HOUSING

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ -	$ 121,472	$ 117,429	$ 125,639	7%	$ 8,210
SUPPLIES	-	150	150	150	0%	-
CHARGES FOR SERVICES	-	159,720	156,210	211,100	35%	54,890
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	-	250	465	512	10%	47
TOTAL EXPENDITURES	**$ -**	**$ 281,592**	**$ 274,254**	**$ 337,401**	**23%**	**$ 63,147**

CAPITAL IMPROVEMENTS FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FOR:							
COMMUNITY ENHANCEMENT [1]		**51,242**	**$ 105,763**	**$ 104,367**	**$ 157,867**	**51%**	**$ 53,500**
GRAND AVE: TRANSPORTATION EXPENDITURES		**1,788,531**	**1,881,531**	**1,885,617**	**1,969,617**	**4%**	**84,000**
ASSIGNED FOR:							**-**
GRAND AVENUE		**7,129,504**	**8,148,697**	**7,931,023**	**7,847,515**	**-1%**	**(83,508)**
AFFORDABLE HOUSING		**375,000**	**213,479**	**750,000**	**213,479**		
OTHER CAPITAL PROJECTS		**6,020,823**	**4,532,681**	**4,469,361**	**5,906,489**	**32%**	**1,437,128**
TOTAL FUND BALANCES (Beginning)		**15,365,100**	**$ 14,882,151**	**$ 15,140,367**	**$ 16,094,967**	**6%**	**$ 954,600**
REVENUE							
31-430-45	Capital Improvement Interest	$ 679,838	$ 550,000	$ 550,000	$ 550,000	0%	$ -
31-430-46	Community Enhancement Interest	2,182	-	-	-	-	-
31-430-47	Devolution & Transportation Interest	97,086	35,000	84,000	35,000	-58%	(49,000)
31-430-50	Community Enhancement [1]	53,126	54,600	53,500	53,500	0%	-
31-430-60	Municipal Land Dedication	-	-	-	-	-	-
31-430-65	LERP - Fee In Lieu	-	-	-	-	-	-
31-430-70	Miscellaneous Income	-	-	-	-	-	-
31-430-74	Developer Contribution to Grand Ave.	-	-	1,198,200	-	-100%	(1,198,200)
31-430-77	Eagle County Contributions	-	-	-	-	-	-
31-430-78	ECO Reimbursement	-	-	-	-	-	-
31-430-84	Public Safety Impact Fees	36,875	-	502,967	188,000	-63%	(314,967)
31-430-85	Street Impact Fees	17,886	-	253,917	160,000	-37%	(93,917)
31-430-86	Use Tax	700,909	480,000	1,887,256	1,750,000	-7%	(137,256)
31-430-87	Grants	-	1,243,447	755,000	-	-100%	(755,000)
31-437-80	Transfer from STCIF	250,000	250,000	250,000	250,000	0%	-
31-437-10	Transfer from General Fund - Grand Ave	1,500,000	955,000	955,000	1,500,000	57%	545,000
31-437-10	Transfer from General Fund - LERP	375,000	-	-	-	-	-
31-437-10	Transfer from General Fund - Other	291,275	500,000	500,000	500,000	0%	-
TOTAL REVENUE		**4,004,177**	**$ 4,068,047**	**$ 6,989,840**	**$ 4,986,500**	**-29%**	**$ (2,003,340)**
TOTAL SOURCES		**$ 19,369,277**	**$ 18,950,198**	**$ 22,130,207**	**$ 21,081,467**	**-5%**	**$(1,048,741)**
EXPENDITURES							
Capital Expenditures		$ 4,228,909	$ 6,110,667	$ 6,035,241	$ 6,290,294	4%	$ 255,054
Transfers to Other Funds		-	-	-	-	-	-
TOTAL EXPENDITURES		**$ 4,228,909**	**$ 6,110,667**	**$ 6,035,241**	**$ 6,290,294**	**4%**	**$ 255,054**
NET SOURCE (USE) OF FUNDS		**$ (224,732)**	**$ (2,042,620)**	**$ 954,600**	**$ (1,303,794)**	**-237%**	**$(2,258,394)**
FUND BALANCES (Ending):		**15,140,367**	**12,839,531**	**16,094,967**	**14,791,173**	**-8%**	**$(1,303,794)**
RESTRICTED FOR:							
COMMUNITY ENHANCEMENT [1]		**104,367**	**$ 160,363**	**$ 157,867**	**$ 211,367**	**34%**	**$ 53,500**
GRAND AVE: TRANSPORTATION EXPENDITURES		**1,885,617**	**1,916,531**	**1,969,617**	**2,004,617**	**2%**	**35,000**
ASSIGNED FOR:							
GRAND AVENUE		**7,931,023**	**7,353,697**	**7,847,515**	**8,302,515**	**6%**	**455,000**
AFFORDABLE HOUSING		**750,000**	**213,479**	**213,479**	**213,479**	**0%**	**-**
OTHER CAPITAL PROJECTS		**4,469,361**	**3,195,461**	**5,906,489**	**4,059,195**	**-31%**	**(1,847,294)**
TOTAL FUND BALANCES (Ending):		**15,140,367**	**$ 12,839,531**	**$ 16,094,967**	**$ 14,791,173**	**-8%**	**$ (1,303,794)**
Excess Fund Balance Available per Policy		***$ 2,829,147***	***$ 1,140,128***	***$ 4,132,222***	***$ 1,561,548***		

1 Per Holy Cross Energy (HCE) 2010 Franchise agreement, the Town receives 1% of the municipalities revenue, and funds received are restricted to be spent on programs approved by HCE.

SALES TAX CAPITAL IMPROVEMENTS FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FOR:							
NONSPENDABLE		$ 10,848	$ 10,848	$ -	$ -	-	$ -
DEBT SERVICE RESERVE PER FUND POLICY		161,619	161,619	161,619	758,839	370%	597,220
ASSIGNED FOR CAPITAL PROJECTS		2,430,324	7,955,853	(105,526)	1,389,424	-1417%	1,494,950
TOTAL FUND BALANCES (Beginning)		$ 2,602,791	$ 8,128,320	$ 56,093	$ 2,148,263	3730%	$ 2,092,170
REVENUE							
61-431-30	Sales Tax	$ 1,049,994	$ 1,045,000	$ 1,059,000	$ 1,060,000	0%	$ 1,000
61-433-10	Grants	1,687,797	530,000	730,000	-	-100%	(730,000)
61-433-20	Mountain Rec Capital Funds	2,125,000	-	-	-	-	-
61-433-30	Mountain Rec Debt Service Match	-	350,000	215,254	346,081	61%	130,827
61-436-10	Interest - ColoTrust STCIF	138,244	100,000	55,000	55,000	0%	-
61-436-42	Contributions & Donations	-	-	-	-	-	-
61-436-50	Debt Proceeds	-	-	8,805,000	-	-100%	(8,805,000)
61-436-60	Debt Premium	-	-	378,947	-	-100%	(378,947)
61-436-70	Miscellaneous Revenue	-	-	-	-	-	-
61-437-10	Transfer from General Fund	-	-	-	-	-	-
61-437-31	Transfer from Capital Improvements Fund	-	-	-	-	-	-
61-437-81	Transfer from Open Space Fund	-	-	-	-	-	-
TOTAL REVENUE		$ 5,001,034	$ 2,025,000	$ 11,243,201	$ 1,461,081	-87%	$ (9,782,120)
TOTAL SOURCES		$ 7,603,825	$ 10,153,320	$ 11,299,294	$ 3,609,344	-68%	$ (7,689,950)
EXPENDITURES							
CHARGES FOR SERVICES							
61-50-310	Communication & Shipping	$ 34	$ -	$ -	$ -		
61-50-372	Meeting Expense	-	-	-	-	-	$ -
61-50-347	Professional Services	-	20,000	70,000	50,000	-29%	$ (20,000)
61-50-351	Legal	2,003	10,000	4,000	4,000	0%	-
61-50-354	Engineering	-	-	-	-	-	-
61-50-360	R&M Services	-	-	-	25,000	-	25,000
TOTAL CHARGES FOR SERVICES		$ 2,037	$ 30,000	$ 74,000	$ 79,000	7%	$ 5,000
DISCRETIONARY FUNDING							
61-50-450	Eagle County Trails Funding	-	-	-	-	-	-
TOTAL DISCRETIONARY FUNDING		$ -	$ -	$ -	$ -	-	$ -
CAPITAL OUTLAY							
61-50-720	Multi-Use Rec Facilities Improvements	$ 6,690,020	$ 6,653,907	$ 7,311,198	$ -	-100%	$ (7,311,198)
61-50-730	Paved Path Improvments	95,080	220,000	220,000	125,000	-43%	(95,000)
61-50-745	Town Park Improvements	158,152	600,000	356,922	645,000	81%	288,078
61-50-760	River Park Improvements	29,607	-	-	-	-	-
TOTAL CAPITAL OUTLAY		$ 6,972,858	$ 7,473,907	$ 7,888,120	$ 770,000	-90%	$ (7,118,120)
DEBT SERVICE							
61-50-815	Debt Service	$ 115,000	$ 430,000	$ 295,000	$ 410,000	39%	$ 115,000
61-50-816	Debt Service Interest	207,338	592,738	463,839	605,101	30%	141,262
61-50-810	Cost of Issuance	-	-	179,572	-	-100%	(179,572)
61-50-820	Agent Fees	500	500	500	3,000	500%	2,500
TOTAL DEBT SERVICE		$ 322,838	$ 1,023,238	$ 938,911	$ 1,018,101	8%	$ 79,190
CONTINGENCY							
61-50-900	**CONTINGENCY**	$ -	$ -	$ -	$ -	0%	$ -
TRANSFERS TO OTHER FUNDS							
61-50-950	TRANSFER TO CAP IMPR FUND	$ 250,000	$ 250,000	$ 250,000	$ 250,000	0%	$ -
TOTAL EXPENDITURES		$ 7,547,732	$ 8,777,145	$ 9,151,031	$ 2,117,101	-77%	$ (7,033,930)
NET SOURCE (USE) OF FUNDS		$ (2,546,698)	$ (6,752,145)	$ 2,092,170	$ (656,020)	-131%	$ (2,748,190)
FUND BALANCES (Ending):		$ 56,093	$ 1,376,175	$ 2,148,263	$ 1,492,243	-31%	$ (656,020)
RESTRICTED FOR:							
NONSPENDABLE		$ -	$ 10,848	$ -	$ -	-	$ -
DEBT SERVICE RESERVE PER FUND POLICY		161,619	161,619	758,839	1,015,101	34%	256,262
ASSIGNED FOR CAPITAL PROJECTS		(105,526)	1,214,556	1,389,424	477,142	-66%	(912,282)
TOTAL FUND BALANCES (Ending):		$ 56,093	$ 1,376,175	$ 2,148,263	$ 1,492,243	-31%	$ (656,020)
Excess Fund Balance Available per Policy		***$ (105,526)***	***$ 1,214,556***	***$ 1,389,424***	***$ 477,142***		

Funds may be used for 1) The acquisition, design, and construction of the Eagle River Park, 2) Other Town parks, 3) Path improvements, and 4) Multi-recreational facilities

CONSERVATION TRUST FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FUND BALANCE		**$ 206,629**	**$ 263,629**	**$ 264,864**	**$ 208,864**	**-21%**	**$ (56,000)**
TOTAL FUND BALANCES (Beginning)		**$ 206,629**	**$ 263,629**	**$ 264,864**	**$ 208,864**	**-21%**	**$ (56,000)**
REVENUES							
71-430-10	Lottery Proceeds	$ 45,999	$ 45,000	$ 42,000	$ 42,000	0%	$ -
71-430-20	Interest on Investments	12,237	8,875	12,000	12,000	0%	-
TOTAL REVENUES		**$ 58,235**	**$ 53,875**	**$ 54,000**	**$ 54,000**	**0%**	**$ -**
EXPENDITURES							
71-50-755	Haymaker Trailhead Improvements	-	110,000	110,000	-	100%	(110,000)
71-50-900	Contingency	-	-	-	-	0%	-
TOTAL EXPENDITURES		**$ -**	**$ 110,000**	**$ 110,000**	**$ -**	**-100%**	**$(110,000)**
NET SOURCE (USE) OF FUNDS		**$ 58,235**	**$ (56,125)**	**$ (56,000)**	**$ 54,000**	**196%**	**$ 110,000**
RESTRICTED FUND BALANCE		**$ 264,864**	**$ 207,504**	**$ 208,864**	**$ 262,864**	**26%**	**$ 54,000**
TOTAL FUND BALANCE (Ending)		**$ 264,864**	**$ 207,504**	**$ 208,864**	**$ 262,864**	**26%**	**$ 54,000**
Excess Fund Balance Available per Policy		***$ 264,864***	***$ 207,504***	***$ 208,864***	***$ 262,864***		

DISPOSABLE BAG FEE FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FUND BALANCE		**$ -**	**$ 30,331**	**$ 33,702**	**$ 33,426**	**-1%**	**$ (276)**
TOTAL FUND BALANCES (Beginning)		**$ -**	**$ 30,331**	**$ 33,702**	**$ 33,426**	**-1%**	**$ (276)**
REVENUES							
72-434-10	Disposable Bag Fee	$ 13,371	$ 5,000	$ 10,200	$ 8,000	-22%	$ (2,200)
72-437-10	Transfer from General Fund	20,331	-	-	-	-	-
TOTAL REVENUES		**$ 33,702**	**$ 5,000**	**$ 10,200**	**$ 8,000**	**-22%**	**$ (2,200)**
EXPENDITURES							
72-50-220	Operating Expenditures	$ -	$ -	$ -	$ 10,000	-	$ 10,000
72-50-347	Professional Services	-	2,000	4,018	-	-100%	(4,018)
72-50-410	Event Production	-	-	-	7,500	-	7,500
72-50-920	Transfer to General Fund	-	5,000	6,458	-	-100%	(6,458)
TOTAL EXPENDITURES		**$ -**	**$ 7,000**	**$ 10,476**	**$ 17,500**	**67%**	**$ 7,024**
NET SOURCE (USE) OF FUNDS		**$ 33,702**	**$ (2,000)**	**$ (276)**	**$ (9,500)**	**-3342%**	**$ (9,224)**
RESTRICTED FUND BALANCE		**$ 33,702**	**$ 28,331**	**$ 33,426**	**$ 23,926**	**-28%**	**$ (9,500)**
TOTAL FUND BALANCE (Ending)		**$ 33,702**	**$ 28,331**	**$ 33,426**	**$ 23,926**	**-28%**	**$ (9,500)**
Excess Fund Balance Available per Policy		***$ 33,702***	***$ 28,331***	***$ 33,426***	***$ 23,926***		

Fees may be used for program administration, related education and outreach, and community recycling, compost or waste diversion programs

EXTERIOR ENERGY OFFSET FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FUND BALANCE		**$ -**	**$ 29,200**	**$ 29,214**	**$ 20,411**	**-30%**	**$ (8,803)**
TOTAL FUND BALANCES (Beginning)		**$ -**	**$ 29,200**	**$ 29,214**	**$ 20,411**	**-30%**	**$ (8,803)**
REVENUES							
73-432-10	Exterior Energy Offset Program	$ 29,214	$ -	$ 20,197	$ -	-100%	$ (20,197)
73-437-10	Transfer from General Fund	-	-	-	-	-	-
TOTAL REVENUES		**$ 29,214**	**$ -**	**$ 20,197**	**$ -**	**-100%**	**$ (20,197)**
EXPENDITURES							
73-50-220	Operating Expenditures	$ -	$ -	$ -	$ -	-	$ -
73-50-347	Professional Services	-	29,000	29,000	20,000	-31%	(9,000)
73-50-920	Transfer to General Fund	-	-	-	-	-	-
TOTAL EXPENDITURES		**$ -**	**$ 29,000**	**$ 29,000**	**$ 20,000**	**-31%**	**$ (9,000)**
NET SOURCE (USE) OF FUNDS		**$ 29,214**	**$ (29,000)**	**$ (8,803)**	**$ (20,000)**	**-127%**	**$ (11,197)**
RESTRICTED FUND BALANCE		**$ 29,214**	**$ 200**	**$ 20,411**	**$ 411**	**-98%**	**$ (20,000)**
TOTAL FUND BALANCE (Ending)		**$ 29,214**	**$ 200**	**$ 20,411**	**$ 411**	**-98%**	**$ (20,000)**
Excess Fund Balance Available per Policy		***$ 29,214***	***$ 200***	***$ 20,411***	***$ 411***		

Fees may be used for financial assistance, rebates, and incentives to promote energy-efficient projects within the Town

OPEN SPACE PRESERVATION FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
COMMITTED FUND BALANCE		**$ 848,275**	**$ 810,943**	**$ 878,538**	**$ 1,241,356**	**41%**	**$ 362,818**
TOTAL FUND BALANCES (Beginning)		**$ 848,275**	**$ 810,943**	**$ 878,538**	**$ 1,241,356**	**41%**	**$ 362,818**
REVENUES							
81-430-10	Lodging Tax	$ 248,562	$ 254,000	$ 245,000	$ 243,000	-1%	$ (2,000)
81-430-15	Penalty & Interest	174	300	1,700	300	-82%	(1,400)
81-430-20	Interest on Investments	47,354	25,000	37,000	30,000	-19%	(7,000)
81-430-30	Usage Fees	-	-	-	-	-	-
81-431-00	Grants	9,717	5,283	5,283	-	-100%	(5,283)
81-431-10	Developer Contribution	-	-	369,660	-	-100%	(369,660)
81-433-00	Intergovernmental Contributions	35,000	101,755	-	-	-	-
81-434-10	Reimbursable Revenue	-	-	-	-	-	-
81-434-40	Real Estate Transfer Fee	-	-	-	50,000	-	50,000
81-436-70	Miscellaneous	-	-	-	-	-	-
81-437-10	Transfer from General Fund	150,000	142,500	142,500	100,000	-30%	(42,500)
TOTAL REVENUES		**$ 490,807**	**$ 528,838**	**$ 801,143**	**$ 423,300**	**-47%**	**$ (377,843)**
							-
TOTAL SOURCES		**$ 1,339,082**	**$ 1,339,781**	**$ 1,679,681**	**$ 1,664,656**	**-1%**	**$ -**
EXPENDITURES							
Operating Expenses		$ 272,560	$ 418,316	$ 230,731	$ 309,318	34%	$ 78,587
Capital Expenditures		175,758	222,756	190,812	220,256	15%	29,444
Transfers-Out		12,226	16,782	16,782	8,532	-49%	(8,250)
TOTAL EXPENIDTURES		**$ 460,544**	**$ 657,854**	**$ 438,325**	**$ 538,106**	**23%**	**$ 99,781**
NET SOURCE (USE) OF FUNDS		**$ 30,263**	**$ (129,016)**	**$ 362,818**	**$ (114,806)**	**-132%**	**$ (477,624)**
FUND BALANCES (Ending):		**$ 878,538**	**$ 681,927**	**$ 1,241,356**	**$ 1,126,550**	**-9%**	**$ (114,806)**
COMMITTED FUND BALANCE		**$ 878,538**	**$ 681,927**	**$ 1,241,356**	**$ 1,126,550**	**-9%**	**$ (114,806)**
TOTAL FUND BALANCE (Ending)		**$ 878,538**	**$ 681,927**	**$ 1,241,356**	**$ 1,126,550**	**-9%**	**$ (114,806)**
Excess Fund Balance Available per Policy		***$ 810,398***	***$ 577,348***	***$ 1,183,673***	***$ 1,049,221***		

Funds may be used for 1) Open space buffer zones, 2) Trails within open space areas, 3) Wildlife habitats & wetland preservation, 4) Construction & maintenance of soft path rec trails connecting to the existing Town system, and 5) Construction of facilities such as restrooms, parking, & other improvements to enhance user experience within Town open space and adjacent lands

OPEN SPACE PRESERVATION FUND

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL	$ 185,868	$ 281,273	$ 141,011	$ 213,988	52%	$ (140,262)
MATERIALS & SUPPLIES	9,191	31,935	10,500	12,200	16%	(21,435)
CHARGES FOR SERVICES	76,491	104,008	77,293	81,010	5%	(26,715)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	1,010	1,100	1,927	2,120	10%	827
CAPITAL EXPENDITURES	175,758	222,756	190,812	220,256	15%	(31,944)
CONTINGENCY	-	-	-	-	0%	-
TRANSFERS TO OTHER FUNDS	12,226	16,782	16,782	8,532	0%	-
TOTAL EXPENDITURES	**$ 460,544**	**$ 657,854**	**$ 438,325**	**$ 538,106**	**23%**	**$ (219,529)**

DOWNTOWN DEVELOPMENT AUTHORITY

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FUND BALANCE		**$ 31,687**	**$ 15,537**	**$ 31,837**	**$ 35,412**	**11%**	**$ 3,575**
TOTAL FUND BALANCES (Beginning)		**$ 31,687**	**$ 15,537**	**$ 31,837**	**$ 35,412**	**11%**	**$ 3,575**
REVENUES							
91-431-10	TIF Property Taxes	$ 26,073	$ 40,000	$ 42,000	$ 25,000	-40%	$ (17,000)
91-433-10	Grants	-	40,000	80,000	-	-100%	(80,000)
91-436-10	DDA Interest	2,573	2,500	2,500	2,500	0%	-
91-436-70	Miscellaneous	-	-	-	-	-	-
91-437-10	Transfer From General Fund	-	-	-	-		-
TOTAL REVENUES		**$ 28,645**	**$ 82,500**	**$ 124,500**	**$ 27,500**	**-78%**	**$ (97,000)**
TOTAL SOURCES		**$ 60,332**	**$ 98,037**	**$ 156,337**	**$ 62,912**	**-60%**	**$ (93,425)**
EXPENDITURES							
91-50-210	Office Supplies	$ -	$ -	$ -	$ -	-	$ -
91-50-220	Operating Supplies	-	-	-	-	-	-
91-50-330	Dues & Subscriptions	1,000	1,000	1,000	1,000	0%	-
91-50-347	Professional Services	23,266	14,400	14,400	40,600	182%	26,200
91-50-351	Legal	2,295	-	3,000	5,000	67%	2,000
91-50-362	Computer Support	-	3,000	-	-	-	-
91-50-371	Travel	893	1,050	1,050	2,000	90%	950
91-50-379	Grant Program Expenditures	-	50,000	100,000	-	-100%	(100,000)
91-50-380	Tuition & Books	225	500	1,350	500	-63%	(850)
91-50-385	Treasurer Fees	782	-	-	-	-	-
91-50-510	Insurance	34	50	125	138	10%	13
TOTAL EXPENDITURES		**$ 28,495**	**$ 70,000**	**$ 120,925**	**$ 49,238**	**-59%**	**$ (71,687)**
NET SOURCE (USE) OF FUNDS		**$ 150**	**$ 12,500**	**$ 3,575**	**$ (21,738)**	**708%**	**$ (25,313)**
FUND BALANCES (Ending):		**$ 31,837**	**$ 28,037**	**$ 35,412**	**$ 13,674**	**-61%**	**$ (21,738)**
RESTRICTED FUND BALANCE		**$ 31,837**	**$ 28,037**	**$ 35,412**	**$ 13,674**	**-61%**	**$ (21,738)**
TOTAL FUND BALANCE (Ending)		**$ 31,837**	**$ 28,037**	**$ 35,412**	**$ 13,674**	**-61%**	**$ (21,738)**
Excess Fund Balance Available per Policy		***$ 24,713***	***$ 10,537***	***$ 5,181***	***$ 1,365***		

PARKING FEE IN LIEU FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**-**	$ -
TOTAL FUND BALANCES (Beginning)	**$ -**	**$ -**	**$ -**	**$ -**	**-**	$ -
REVENUES						
Parking Fee in Lieu - Operating	$ -	$ -	$ -	$ -	-	$ -
Parking Fee in Lieu - Capital	-	-	-	-		-
Miscellaneous	-	-	-	-	-	-
TOTAL REVENUES	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
TOTAL SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
EXPENDITURES						
Office Supplies	$ -	$ -	$ -	$ -	-	$ -
Operating Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Insurance	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
NET SOURCE (USE) OF FUNDS	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
FUND BALANCES (Ending):						
RESTRICTED FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
TOTAL FUND BALANCE (Ending)	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**

WASTE WATER FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT [1]	**$ 385,570**	**$ 488,846**	**$ 417,951**	**$ 498,581**	**19%**	**$ 80,630**
ASSIGNED FUND BALANCE	**11,939,187**	**9,777,827**	**10,517,754**	**11,678,991**	**11%**	**1,161,237**
TOTAL FUND BALANCES (Beginning)	**$ 12,324,757**	**$ 10,266,673**	**$ 10,935,705**	**$ 12,177,572**	**11%**	**$ 1,241,867**
REVENUE						
Operating Revenues	$ 3,159,468	$ 3,190,000	$ 3,500,000	$ 3,520,000	1%	$ 20,000
Interest on Investments	614,415	440,000	440,000	200,000	-55%	(240,000)
Taxes	-	-	-	-	-	-
Plant Investment Fees (Tap Fees)	354,164	256,000	2,452,020	799,000	-67%	(1,653,020)
Grants	604,707	-	-	-	-	-
Loan Proceeds	-	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	**$ 4,732,754**	**$ 3,886,000**	**$ 6,392,020**	**$ 4,519,000**	**-29%**	**$ (1,873,020)**
TOTAL SOURCES	**$ 17,057,511**	**$ 14,152,673**	**$ 17,327,725**	**$ 16,696,572**	**-4%**	**$ (631,153)**
EXPENDITURES						
Operating Expenditures	$ 1,629,266	$ 2,065,041	$ 1,944,898	$ 2,084,297	7%	$ 139,399
Capital Expenditures	3,468,770	4,918,158	2,182,121	9,851,000	351%	7,668,879
Debt Service	975,973	971,520	973,708	969,470	0%	(4,238)
Transfers-Out	47,797	49,426	49,426	45,503	-8%	(3,923)
TOTAL EXPENDITURES	**$ 6,121,806**	**$ 8,004,145**	**$ 5,150,153**	**$ 12,950,270**	**151%**	**$ 7,800,117**
NET SOURCE (USE) OF FUNDS	**$ (1,389,052)**	**$ (4,118,145)**	**$ 1,241,867**	**$ (8,431,270)**	**-779%**	**$ (9,673,137)**
FUND BALANCES (Ending):	**$ 10,935,705**	**$ 6,148,528**	**$ 12,177,572**	**$ 3,746,302**		
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT [1]	**417,951**	**528,617**	**498,581**	**532,450**	**0**	**33,869**
ASSIGNED FUND BALANCE	**10,517,754**	**5,619,911**	**11,678,991**	**3,213,852**	**-72%**	**(8,465,139)**
FUND BALANCE (Ending)	**$ 10,935,705**	**$ 6,148,528**	**$ 12,177,572**	**$ 3,746,302**	**-69%**	**$ (8,431,270)**
Excess Fund Balance Available per Policy	***$ 9,552,416***	***$ 4,660,748***	***$ 10,717,640***	***$ 2,255,758***		

1 Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

WASTE WATER FUND

DETAIL OF REVENUES

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
51-434-70	Service Fees	$ 3,156,240	$ 3,190,000	$ 3,500,000	$ 3,520,000	1%	$ 20,000
51-431-15	Loan Payment Mill Levy [1]	-	-	-	-	-	-
51-434-85	Other Income	-	-	-	-	-	-
51-436-50	Interest Income	614,415	440,000	440,000	200,000	-55%	(240,000)
51-436-65	Premium Accretion	-	-	-	-	-	-
51-434-90	Plant Investment Fees (Tap Fees)	354,164	256,000	2,452,020	799,000	-67%	(1,653,020)
51-436-55	Grants	604,707	-	-	-		
51-436-60	Loan Proceeds	-	-	-	-	-	-
51-436-69	Miscellaneous	3,228	-	-	-	-	-
51-436-70	Refinancing Credit 1997 Bond	-	-	-	-	-	-
51-436-78	Insurance Proceeds	-	-	-	-	-	-
	Transfers-In	-	-	-	-	-	-
	TOTAL REVENUE	**$ 4,732,754**	**$ 3,886,000**	**$ 6,392,020**	**$ 4,519,000**	**-29%**	**$ (1,873,020)**

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 711,213	$ 993,069	$ 808,361	$ 999,371	24%	$ 191,010
SUPPLIES	137,546	167,500	167,500	157,500	-6%	(10,000)
CHARGES FOR SERVICES	736,857	810,472	861,872	814,544	-5%	(47,328)
FIXED CHARGES	43,650	44,000	57,165	62,882	10%	5,717
CAPITAL OUTLAY	3,468,770	4,918,158	2,182,121	9,851,000	351%	7,668,879
DEBT SERVICE	975,973	971,520	973,708	969,470	0%	(4,238)
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	47,797	49,426	49,426	45,503	-8%	(3,923)
TOTAL EXPENDITURES	**$ 6,121,806**	**$ 8,004,145**	**$ 5,150,153**	**$ 12,950,270**	**151%**	**$ 7,800,117**

WATER FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
DEBT SERVICE [1]	**$ 748,558**	**$ 891,258**	**$ 840,448**	**$ 853,962**	**2%**	**$ 13,513**
ASSIGNED FUND BALANCE	**20,709,617**	**16,638,992**	**20,147,696**	**15,595,620**	**-23%**	**(4,552,075)**
TOTAL FUND BALANCES (Beginning)	**$ 21,458,175**	**$ 17,530,250**	**$ 20,988,144**	**$ 16,449,582**	**-22%**	**$ (4,538,562)**
REVENUE						
Operating Revenues	$ 4,679,672	$ 4,666,000	$ 5,021,000	$ 5,027,000	0%	$ 6,000
Interest on Investments	1,202,122	500,000	850,000	400,000	-53%	(450,000)
Other Revenue	171,664	71,554	67,810	89,705	32%	21,895
Prepaid Plant Investment Fees	-	-	-	-	-	-
Plant Investment Fees (Tap Fees)	670,860	547,000	2,853,167	1,172,000	-59%	(1,681,167)
Loan Proceeds	-	-	-	-	-	-
Intergovernmental Contributions	-	-	-	-	-	-
Water System Imp Fees E.R.	-	-	-	-	-	-
Water Miscellaneous Revenue	3,228	-	1,176	-	-100%	(1,176)
Water Rights, Cash in Lieu	-	-	114,000	-	-100%	(114,000)
Transfers-In	-	-	-	50,888	-	50,888
TOTAL REVENUE	**$ 6,727,546**	**$ 5,784,554**	**$ 8,907,153**	**$ 6,739,593**	**-24%**	**$ (2,167,560)**
TOTAL SOURCES	**$ 28,185,721**	**$ 23,314,804**	**$ 29,895,297**	**$ 23,189,175**	**-22%**	**$ (6,706,122)**
EXPENDITURES						
Operating Expenditures	$ 2,081,902	$ 2,650,588	$ 2,425,275	$ 2,698,786	11%	$ 273,511
Capital Expenditures	3,769,668	10,421,108	9,960,236	2,972,500	-70%	(6,987,736)
Debt Service	1,279,892	990,572	990,572	990,723	0%	151
Transfers-Out	66,116	69,632	69,632	193,255	178%	123,623
TOTAL EXPENDITURES	**$ 7,197,577**	**$ 14,131,900**	**$ 13,445,715**	**$ 6,855,264**	**-49%**	**$ (6,590,451)**
NET SOURCE (USE) OF FUNDS	**$ (470,031)**	**$ (8,347,346)**	**$ (4,538,562)**	**$ (115,671)**	**-97%**	**$ 4,422,891**
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE [1]	**$ 840,448.37**	**$ 910,290**	**$ 853,962**	**$ 922,377**	8%	**$ 68,416**
ASSIGNED FUND BALANCE	**20,147,696**	**8,272,614**	**15,595,620**	**15,411,534**	-1%	**(184,087)**
TOTAL FUND BALANCE (Ending)	**$ 20,988,144**	**$ 9,182,904**	**$ 16,449,582**	**$ 16,333,911**	**-1%**	**$ (115,671)**
Excess Fund Balance Available per Policy	***$ 19,187,777***	***$ 7,529,685***	***$ 14,852,691***	***$ 14,668,491***		

1 Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintence expenses (not to exceed $1,250,000)

WATER FUND

DETAIL OF REVENUES

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
52-434-70	Debt Service Surcharge	$ 478,428	$ 476,000	$ 476,000	$ 477,000	0%	$ 1,000
52-434-80	Water Sales - In Town	3,658,354	3,645,000	4,000,000	4,000,000	0%	-
52-434-83	Water Sales - Out Of Town	526,898	545,000	545,000	550,000	1%	5,000
52-434-84	Fill Station Water Sales	15,992	-	-	-		
52-434-85	Water Materials/Other	20,560	53,000	51,810	73,705	42%	21,895
52-434-90	Plant Investment Fees (Tap Fees)	670,860	547,000	2,853,167	1,172,000	-59%	(1,681,167)
52-434-91	Water System Imp. Fees E.R.	-	-	-	-	-	-
52-434-92	Plant Investment Fees (Prepaid)	-	-	-	-	-	-
52-434-95	Cash-In-Lieu Of Water Rights	-	-	114,000	-	-100%	(114,000)
52-436-50	Water Interest	1,058,645	500,000	850,000	400,000	-53%	(450,000)
52-436-51	Proj Acct Int(Loan Interest Credit)	143,477	-	-	-		
52-436-60	Water Rights Interest	-	-	-	-	-	-
52-436-65	Grants	125,483	6,554	-	-	-	-
52-436-75	Service Charge	24,310	12,000	16,000	16,000	0%	-
52-436-80	Reimbursable Income	1,311	-	-	-	-	-
52-436-91	Loan Proceeds	-	-	-	-	-	-
52-436-92	Bond Premium	-	-	-	-	-	-
52-436-94	Intergovernmental Contribution	-	-	-	-	-	-
52-436-95	Water Miscellaneous Revenue	3,228	-	1,176	-	-100%	(1,176)
52-437-82	Transfer from Broadband Fund	-	-	-	50,888	-	50,888
	TOTAL REVENUE	**$ 6,727,546**	**$ 5,784,554**	**$ 8,907,153**	**$ 6,739,593**	**-24%**	**$ (2,167,560)**

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 978,193	$ 1,355,730	$ 1,141,271	$ 1,426,974	25%	$ 285,703
SUPPLIES	331,244	301,765	391,765	289,700	-26%	(102,065)
CHARGES FOR SERVICES	689,019	853,093	731,255	810,030	11%	78,775
FIXED CHARGES	83,445	90,000	110,984	122,082	10%	11,098
CAPITAL EXPENDITURES	3,769,668	10,421,108	9,960,236	2,972,500	-70%	(6,987,736)
DEBT SERVICE	1,279,892	990,572	990,572	990,723	0%	151
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	66,116	69,632	69,632	193,255	178%	123,623
TOTAL EXPENDITURES	**$ 7,197,577**	**$ 14,131,900**	**$ 13,445,715**	**$ 6,855,264**	**-49%**	**$ (6,590,451)**

REFUSE FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	**$ 292,503**	**$ 303,161**	**$ 291,696**	**$ 280,683**	**-4%**	**$ (11,013)**
TOTAL FUND BALANCES (Beginning)	**$ 292,503**	**$ 303,161**	**$ 291,696**	**$ 280,683**	**-4%**	**$ (11,013)**
REVENUE						
Operating Revenues	$ 1,003,327	$ 1,035,700	$ 1,044,600	$ 1,067,600	2%	$ 23,000
Non-Operating Revenues	20,871	15,000	15,000	15,000	0%	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	**1,024,198**	**$ 1,050,700**	**$ 1,059,600**	**$ 1,082,600**	**2%**	**$ 23,000**
TOTAL SOURCES	**$ 1,316,701**	**$ 1,353,861**	**$ 1,351,296**	**$ 1,363,283**	**1%**	**$ 11,987**
EXPENDITURES						
Operating Expenditures	$ 1,009,005	$ 998,685	$ 1,024,613	$ 1,046,137	2%	$ 21,524
Capital Expenditures	-	32,000	32,000	-	-100%	(32,000)
Transfers-Out	16,000	16,000	14,000	14,000	0%	-
TOTAL EXPENDITURES	**1,025,005**	**$ 1,046,685**	**$ 1,070,613**	**$ 1,060,137**	**-1%**	**$ (10,476)**
NET SOURCE (USE) OF FUNDS	**$ (807)**	**$ 4,015**	**$ (11,013)**	**$ 22,463**	**-304%**	**$ 33,476**
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	**$ 291,696**	**$ 307,176**	**$ 280,683**	**$ 303,146**	**8%**	**$ 22,463**
TOTAL FUND BALANCE (Ending)	**$ 291,696**	**$ 307,176**	**$ 280,683**	**$ 303,146**	**8%**	**$ 22,463**
Excess Fund Balance Available per Policy	***$ 39,445***	***$ 57,505***	***$ 24,530***	***$ 41,612***		

REFUSE FUND

DETAIL OF REVENUES

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
OPERATING REVENUES							
53-434-40	Service Fees	$ 930,136	$ 963,000	$ 971,500	$ 994,500	2%	$ 23,000
53-434-50	Yardwaste/Recycle Center Fee	42,500	42,200	42,600	42,600	0%	-
53-434-60	Administrative Fee	30,691	30,500	30,500	30,500	0%	-
	OPERATING REVENUES	**$ 1,003,327**	**$ 1,035,700**	**$ 1,044,600**	**$ 1,067,600**	**2%**	**$ 23,000**
NON-OPERATING REVENUES							
53-436-50	Interest Income	$ 20,871	$ 15,000	$ 15,000	$ 15,000	0%	$ -
53-436-70	Miscellaneous Revenue	-	-	-	-	-	-
	NON-OPERATING REVENUES	**$ 20,871**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**0%**	**$ -**
TRANSFERS							
53-437-30	TRANSFER FROM GENERAL FUND	$ -	$ -	$ -	$ -	0%	$ -
	TOTAL TRANSFERS	**$ -**	**$ -**	**$ -**	**$ -**	**0%**	**$ -**
	TOTAL REVENUES	**$ 1,024,198**	**$ 1,050,700**	**$ 1,059,600**	**$ 1,082,600**	**2%**	**$ 23,000**

SUMMARY OF EXPENDITURES

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 11,626	$ 12,760	$ 12,888	$ 13,403	4%	$ 515
SUPPLIES	301	475	475	475	0%	-
CHARGES FOR SERVICES	996,508	984,850	1,009,620	1,030,466	2%	20,846
FIXED CHARGES	569	600	1,630	1,793	10%	163
CAPITAL EXPENDITURES	-	32,000	32,000	-	-100%	(32,000)
DEBT SERVICES	-	-	-	-		
CONTINGENCY	-	-	-	-		
TRANSFERS TO OTHER FUNDS	16,000	16,000	14,000	14,000	0%	-
TOTAL EXPENDITURES	**$ 1,025,005**	**$ 1,046,685**	**$ 1,070,613**	**$ 1,060,137**	**-1%**	**$ (10,476)**

STORMWATER FUND

	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	**$ 216,757**	**$ 287,371**	**$ 318,754**	**$ 384,797**	**21%**	**$ 66,043**
TOTAL FUND BALANCES (Beginning)	**$ 216,757**	**$ 287,371**	**$ 318,754**	**$ 384,797**	**21%**	**$ 66,043**
REVENUE						
Operating Revenues	$ 93,407	$ 93,500	$ 94,400	$ 143,250	52%	$ 48,850
Non-Operating Revenues	12,647	12,500	10,800	10,800	0%	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	**$ 106,053**	**$ 106,000**	**$ 105,200**	**$ 154,050**	**46%**	**$ 48,850**
TOTAL SOURCES	**$ 322,810**	**$ 393,371**	**$ 423,954**	**$ 538,847**	**27%**	**$ 114,893**
EXPENDITURES						
Operating Expenditures	$ 4,056	$ 35,500	$ 39,157	$ 39,173	0%	$ 16
Capital Expenditures	-	-	-	250,000	-	250,000
Transfers-Out	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 4,056**	**$ 35,500**	**$ 39,157**	**$ 289,173**	**638%**	**$ 250,016**
NET SOURCE (USE) OF FUNDS	**$ 101,997**	**$ 70,500**	**$ 66,043**	**$ (135,123)**	**-305%**	**$ (201,166)**
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	**$ 318,754**	**$ 357,871**	**$ 384,797**	**$ 249,674**	**-35%**	**$ (135,123)**
TOTAL FUND BALANCE (Ending)	**318,754**	**$ 357,871**	**$ 384,797**	**$ 249,674**	**-35%**	**$ (135,123)**
Excess Fund Balance Available per Policy	***$ 317,740***	***$ 348,996***	***$ 375,008***	***$ 239,881***		

STORMWATER FUND

DETAIL OF REVENUES		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
OPERATING REVENUES							
55-434-40	Service Fees	$ 93,407	$ 93,500	$ 94,400	$ 143,250	52%	$ 48,850
		-	-	-	-	-	-
		-	-	-	-	-	-
	OPERATING REVENUES	**$ 93,407**	**$ 93,500**	**$ 94,400**	**$ 143,250**	**52%**	**$ 48,850**
NON-OPERATING REVENUES							
55-436-10	Interest Income	$ 12,647	$ 12,500	$ 10,800	$ 10,800	0%	$ -
55-436-70	Miscellaneous Revenues	-	-	-	-	-	-
	NON-OPERATING REVENUES	**$ 12,647**	**$ 12,500**	**$ 10,800**	**$ 10,800**	**0%**	**$ -**
TRANSFERS							
55-437-10	Transfer From General Fund	$ -	$ -	$ -	$ -	-	$ -
	TOTAL TRANSFERS	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
	TOTAL REVENUES	**$ 106,053**	**$ 106,000**	**$ 105,200**	**$ 154,050**	**46%**	**$ 48,850**

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ -	$ -	$ -	$ -	-	$ -
SUPPLIES	-	10,000	10,000	10,000	0%	$ -
CHARGES FOR SERVICES	4,036	25,470	29,100	29,110	0%	10
FIXED CHARGES	20	30	57	63	11%	6
CAPITAL EXPENDITURES	-	-	-	250,000	-	250,000
DEBT SERVICE	-	-	-	-		
CONTINGENCY	-	-	-	-		
TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 4,056**	**$ 35,500**	**$ 39,157**	**$ 289,173**	**638%**	**$ 250,016**

BROADBAND FUND

		ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
ASSIGNED FUND BALANCE		**$ -**	**$ 390,550**	**$ 55,967**	**$ 5,330**	**-90%**	**$ (50,637)**
TOTAL FUND BALANCES (Beginning)		**$ -**	**$ 390,550**	**$ 55,967**	**$ 5,330**	**-90%**	**$ (50,637)**
REVENUE							
56-434-10	Broadband Fees - Residential (In Town)	$ 73,217	$ 176,500	$ 96,000	$ 180,000	88%	$ 84,000
56-434-20	Broadband Fees - Residential (Out of Town)	-	-	-	-	-	
56-434-30	Broadband Fees - Business	60,057	60,000	60,000	107,760	80%	47,760
56-434-40	Broadband Installation Fees	-	40,000	592	-	-100%	
56-436-50	Interest	-	-	-	-	-	
56-436-70	Miscellaneous	-	-	-	-	-	
56-431-50	Franchise Fees	49,507	49,500	49,500	49,500	0%	
56-436-90	Debt Proceeds	-	-	-	-	-	
56-437-52	Transfers-In from Water Fund	-	-	-	125,000	-	125,000
TOTAL REVENUE		**$ 182,781**	**$ 326,000**	**$ 206,092**	**$ 462,260**	**124%**	**$ 256,168**
TOTAL SOURCES		**$ 182,781**	**$ 716,550**	**$ 262,059**	**$ 467,590**	**78%**	**$ 205,531**
EXPENDITURES							
Operating Expenditures		$ 126,813	$ 617,715	$ 208,248	$ 342,955	65%	$ 134,707
Capital Expenditures		-	-	-	-	-	-
Debt Service		-	94,000	45,648	-	-100%	
Transfers-Out		-	2,833	2,833	53,732	1797%	50,899
TOTAL EXPENDITURES		**$ 126,813**	**$ 714,548**	**$ 256,729**	**$ 396,687**	**55%**	**$ 139,958**
NET SOURCE (USE) OF FUNDS		**$ 55,967**	**$ (388,548)**	**$ (50,637)**	**$ 65,573**	-229%	
FUND BALANCES (Ending):							
ASSIGNED FUND BALANCE		**$ 55,967**	**$ 2,002**	**$ 5,330**	**$ 70,903**	**1230%**	**$ 65,573**
TOTAL FUND BALANCE (Ending)		**$ 55,967**	**$ 2,002**	**$ 5,330**	**$ 70,903**	**1230%**	**$ 65,573**

BROADBAND FUND

SUMMARY OF EXPENDITURES	ACTUAL 2024	BUDGET 2025	REVISED 2025	BUDGET 2026	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ -	$ 62,711	$ 61,172	$ 56,116	-8%	$ (5,056)
SUPPLIES	29,952	300,000	18,750	150,000	700%	131,250
CHARGES FOR SERVICES	96,861	254,004	127,200	135,600	7%	8,400
FIXED CHARGES	-	1,000	1,126	1,239	10%	113
CAPITAL EXPENDITURES	-	-	-	-	-	-
DEBT SERVICE	-	94,000	45,648	-	-100%	(45,648)
CONTINGENCY	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	2,833	2,833	53,732	1797%	50,899
TOTAL EXPENDITURES	**$ 126,813**	**$ 714,548**	**$ 256,729**	**$ 396,687**	**55%**	**$ 139,958**

To: Mayor Turnipseed and Town Council

From: Nikki Davis, Economic Development & Housing Specialist
Jessica Lake, Senior Planner, Community Development Department

Date: October 28, 2025

Agenda Item: Affordable Housing Accelerator Project (AHAP):

I. Ordinance 11, Series 2025, An Ordinance of the Town of Eagle, Colorado Amending Title 4 of the Town Code to Create a Fast-Track Review Process for Affordable Housing Projects, Adding a New Section to Chapter 4.17 of the Land Use and Development Code and Repealing and Replacing Section 13.14.030. of the Building Code

II. Resolution 68, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Accepting the Land Inventory Analysis and Affordable Housing Funding Strategy Developed Through the Affordable Housing Accelerator Project

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REQUEST: For the Town Council to review and approve a text amendment to the Land Use and Development Code (LUDC) and the Building Code (Title 13) establishing a fast-track development review process for affordable housing projects, and to accept the Land Inventory Analysis and Affordable Housing Funding Strategy.

BACKGROUND: In 2023, the Town of Eagle opted into Proposition 123 by committing to increase its affordable housing supply by 3% annually through 2026. To maintain eligibility for future funding, the Town must both meet its production goal - 32 new, converted, or preserved affordable units by the end of 2026 - and adopt an expedited review process for qualifying developments by January 2027.

To advance these commitments, the Town secured a 2024 Local Planning Capacity Grant from the Colorado Department of Local Affairs (DOLA) and partnered with Logan Simpson to launch the Affordable Housing Accelerator Project (AHAP). Together, the AHAP deliverables provide a framework for expanding Eagle's affordable housing capacity and streamlining the development review process. The AHAP includes the following key components:

1. The research and creation of a fast-track development review process for projects with 50% or more affordable units (referred to as the Eagle Express Lane).
2. A land inventory analysis.
3. A funding strategy to advance future affordable housing opportunities.

ANALYSIS: The AHAP builds upon the Town's Proposition 123 commitments by translating planning and policy goals into actionable tools. Its three deliverables work in tandem to streamline project review, identify feasible housing development sites, and align funding mechanisms to support future development. Together, they provide a coordinated framework that moves the Town from planning to implementation, bridging the gap between policy direction, development readiness, and long-term affordability outcomes. For clarity and depth of analysis, each deliverable is addressed in the subsections that follow.

I. Fast-Track Review Process (Eagle Express Lane)

The Eagle Express Lane establishes a new 90-day review process for projects that make a significant contribution to the Town's affordable housing goals. To qualify, at least 50% of proposed units must be deed-restricted as affordable. For the purposes of the Express Lane, affordable housing is defined as:

- Rental units serving households earning at or below 60% of the Area Median Income (AMI), and
- For-sale units serving households earning at or below 100% AMI.
- In both cases, total housing costs must not exceed 30% of the household's monthly income. Under Proposition 123, housing costs are calculated differently depending on the unit type:
    - For for-sale units, costs include only the mortgage principal and interest, excluding property taxes and insurance.
    - For rental units, costs include only the base rent, excluding all utility payments.

These standards align directly with state definitions under Proposition 123 and introduce a deeper affordability threshold than those currently applied under the Town's Local Employee Residency Program (LERP).

The Express Lane codifies the procedures required for Proposition 123 compliance and establishes a clear, predictable process for qualifying affordable housing projects. It introduces flexibility by allowing certain applications to be reviewed concurrently within a single 90-day window and ensures those projects receive priority placement in the development queue. Per state statute, eligible application types include use permits, development permits, variances, PUDs that are not rezonings, and building permits. To further enhance flexibility, staff has expanded eligibility to include minor subdivision final plats, condominium or townhome final plats, and amended or corrected final plats.

The Express Lane will function independently from the existing Local Employee Residency Program (LERP), and LERP affordability requirements will remain unchanged. However, qualifying Express Lane projects are expected to exceed LERP standards and, in doing so, will continue to qualify for the exemptions already afforded to affordable housing developments under LERP. This process advances the Town's commitment to housing efficiency and transparency while maintaining the integrity of the review process. To support implementation, staff will prepare a new deed restriction template specifically tailored for Express Lane projects to ensure long-term affordability compliance.

Staff facilitated two work sessions with Town Council and the Planning & Zoning Commission to refine the Express Lane - the first on March 4, 2025, and the second on August 5, 2025. The overall framework remains the same. Revisions focused on improving readability and internal consistency and formatting the document for easy incorporation into the Land Use and Development Code.

Feedback from August 5 Work Session:

Staff heard concerns about referral agency's ability to review applications in a condensed timeframe. Planning staff have met with referral agencies about this fast-track process and we will continue to work with those internal and external agencies to help facilitate more streamlined and efficient review processes. Planning staff have also met with other municipalities who have already implemented a fast-track process and will continue to reach out to those resources to better understand what to expect and how to create additional process efficiencies.

Staff also heard concerns that up-valley employers could utilize this process to fund housing projects in Eagle that primarily serve the resort job centers. Staff are not aware of any existing ordinances that would prevent this outcome, regardless of whether the Express Lane is in place. However, the Express Lane provides a clear benefit in that its affordability requirements exceed those of the Town's inclusionary housing ordinance (also known as the Local Employee Residency Program), thereby contributing to greater diversity within Eagle's affordable housing stock. Additionally, staff fielded questions about compliance and enforcement. Because DOLA does not expressly prescribe how communities should establish and monitor compliance, staff will work with the Town Attorney to incorporate these standards into the Fast-Track-specific deed restrictions and update the Housing Guidelines.

The Council raised questions about the benefits of continuing to opt into the program. Statewide, Proposition 123 is projected to produce roughly $300 million annually. If Eagle is not compliant or does not renew its participation every three-year cycle, the Town forfeits access to a share of that funding. Based on realistic project sizes and current Proposition 123 program caps, non-participation could mean foregoing on the order of ~$2-$4 million (low), ~$5-$10 million (moderate), or ~$10-$18 million (ambitious) over a full cycle,

depending on how many eligible projects the Town advances and applies for. Projects scenarios can include a combination of, but are not limited to, land banking, concessionary debt participation, planning capacity funds, and establishing our own homeownership programs. Additionally, when a jurisdiction does not opt into Proposition 123, private developers are also ineligible to access these state funds for projects located within that community, further limiting potential investment in local affordable housing.

Since opting into Proposition 123, the Town has filed and been awarded two grants under DOLA's Planning Capacity Grant program. The first supported work under AHAP, as previously described, and the second was a $212,000 grant for software implementation. The Town also retains the ability to apply for additional funds for Town-initiated projects and for projects in partnership with the development community.

Feedback from September 16 Planning & Zoning Commission Public Hearing:

The Commissioners expressed some concern regarding the requirement that housing costs be below 30% of a household's monthly income, wondering if this is something that we will be able to achieve. Staff noted that this is a requirement within the State Statute, and the Town is obligated to include this as an element of Proposition 123, we will also have to use this as part of our framework when we begin to count units.

Review Criteria – Affordable Housing Express Lane Review:

STANDARD #1: Comprehensive Plan. The text amendment is consistent with the Comprehensive Plan.

Staff Comment: Goal 1-1. Directs us to promote a wide range of attainable housing opportunities for young adults, families, aging residents, workforce, and others and Policy 1-1.3. states, stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures. Collaborate with community partners and the private sector to expand the reach of Eagle's workforce housing efforts.

This new process will create an avenue for staff to approve projects with a demonstrated affordable housing component faster. The intent of this process is to incentivize housing projects that are affordable at lower AMI levels by agreeing to get them from a complete application to a decision as quickly and efficiently as possible.

STANDARD #2: Land Use and Development LUDC standards; conflict. The text amendment is consistent with and does not conflict with or contradict other provisions of this LUDC.

Staff Comment: Staff have not identified any conflicts or inconsistencies with other provisions of the LUDC.

STANDARD #3: Specific reasons. A proposed LUDC text amendment shall meet at least one of the following specific reasons:

i. Community need or development trend or change. The text amendment is necessary to address a demonstrated community need or anticipated change in development trends;
ii. Changed conditions. The text amendment is necessary to respond to specific changes in conditions or policy; or
iii. Clarification or modification. The proposed LUDC text amendment provides a clarification or modification to current standards or procedures that will aid the overall function of the LUDC.

Staff Comment: The proposed text amendment meets both the first and second criteria outlined in Standard #3. It responds to a demonstrated community need - specifically, the elevation of housing as a priority - and to changed conditions, including shifts in State policy and the Town's participation in Proposition 123.

II. Land Inventory Analysis

The Land Inventory Analysis (LIA) evaluates parcels within the Town and nearby growth areas to identify sites that could support future affordable housing. The project team began with a list of parcels previously identified by staff and refined it through desktop review and on-the-ground site visits to approximately ten locations. These visits helped confirm existing conditions and narrow the list based on access to infrastructure, environmental constraints, and development readiness.

As part of the evaluation process, staff contacted several private landowners to request permission to include their properties in the study. Eagle County, Vail Health (in partnership with Valley View Hospital), and East Eagle/Eagle Meadows each granted consent to participate. This consent simply allowed Town staff to evaluate the parcels as part of the planning effort; it does not explicitly confirm that the sites are development-ready, nor does it imply an immediate intent to attract or pursue development. Rather, it acknowledges each owner's willingness to explore long-term potential and authorize this initial, nonbinding evaluation. All remaining identified sites are Town-owned.

Through this collaborative effort, five site areas were selected for inclusion in the final analysis, representing a mix of publicly owned and privately owned properties with varying levels of future housing potential. Each site was evaluated for ownership, zoning, topography, environmental conditions, and proximity to utilities and services. The analysis also identifies where zoning amendments, PUD modifications, or annexations may be required and aligns potential housing opportunities with the Comprehensive Plan and sub-area planning efforts.

The resulting LIA provides the Town with a clear foundation for future site planning, pre-development due diligence, and grant readiness.

III. Affordable Housing Funding Strategy

The Affordable Housing Funding Strategy outlines a practical framework for financing workforce and affordable housing using a mix of funding sources, development partnerships, and financial tools. It recognizes that housing development exists on a spectrum - from fully private, market-rate projects to entirely publicly funded affordable housing - with the most effective solutions often falling somewhere in between. The strategy introduces a range of approaches designed to make projects financially feasible while accounting for long-term affordability.

The document highlights examples of available funding resources, including DOLA's Local Planning Capacity Grants, Proposition 123 financing and support funds, the Eagle County Housing and Development Authority, and programs through the Colorado Housing and Finance Authority (CHFA). It also provides per-unit cost assumptions, sample funding structures for both rental and ownership projects, and strategies to manage construction, market, and financing risks.

This deliverable was largely authored by Sarah McClain of Western Spaces and Garrett Sharton of Servitas, both of whom brought extensive experience as practitioners in the housing finance and development field. Sarah and Garrett have spent their careers structuring and executing complex housing projects across Colorado and beyond, giving them firsthand knowledge of what it takes to assemble viable funding packages in today's market. Their combined expertise brought uncommon technical depth and practical insight, translating complex financing concepts into strategies the Town and its partners can readily apply.

Staff view the Funding Strategy as a new and practical resource for both the Town and developers; one that helps explain how to put together a funding package and understand the moving pieces of a project's capital stack. The document also positions the Town to pursue future funding opportunities, support informed private-sector participation, and make strategic use of local housing dollars to achieve lasting community impact.

Having completed the AHAP deliverables, staff will now focus on the implementation efforts outlined below to advance affordable housing initiatives and Proposition 123 compliance.

NEXT STEPS: Following the conclusion of the AHAP, staff will transition toward the following efforts to advance implementation:

1. Develop coordinated procedures with internal departments and referral agencies to support efficient review of Express Lane-eligible applications.
2. Develop template deed restrictions to correspond with Express Lane-compliant development projects.
3. Update the Housing Guidelines to address Express Lane-eligible applications.

4. Pursue the *Local Planning Capacity Grant - New Incentive Fund*. Local governments that adopt a Proposition 123-compliant fast-track review process by December 31, 2025, are eligible for an additional $50,000 grant with no local match required. At a future Town Council meeting, staff will present a list of proposed Housing or Planning initiatives that qualify for this funding.
5. Develop a Housing Action Plan (HAP) in accordance with Senate Bill 24-174 and the State's Strategic Growth Framework. The HAP will combine methodologies from the recent Regional Housing Needs Assessment and inclusive public engagement. DOLA estimates this to be a nine month process.
6. Evaluate and present the potential benefits of filing a Rural Resort Income Limit Petition for the Town of Eagle. This petition, if approved by the State, would allow the Town to adjust the Area Median Income (AMI) limits for housing units counted toward its Proposition 123 growth commitment. The exemption applies specifically to units supported through the Land Banking, Equity, and Concessionary Debt programs.
7. Initiate unit tracking and evaluate progress toward achieving the Town's Proposition 123 target of 32 new, converted, or preserved affordable units by December 2026. Staff will provide periodic updates on this effort.

COMMUNITY INPUT: A focus group of 13 community members, including representatives from Town Council and the Planning & Zoning Commission, guided development of the AHAP. The first workshop on November 21, 2024, introduced the Express Lane concept and land inventory analysis, followed by a March 3, 2025 session to review all AHAP components and a joint Council-Commission work session on March 4 to refine policy direction. Local developers expressed concerns about the feasibility of achieving the Express Lane's affordability targets - 60% AMI for rentals and 100% AMI for for-sale units - given current construction and labor costs. The project team emphasized that the Express Lane is a voluntary incentive intended to encourage, not require, deeper affordability.

The Public Hearing dates specifically for the Recommendation and Adoption of the Fast-Track Review Process were published in the Vail Daily on Thursday, August 28, 2025. Staff have not received any public comment ahead of this hearing.

BUDGET / STAFF IMPACT: The $68,000 AHAP budget, funded through the Local Planning Capacity Grant and a $13,600 Town match, is fully expended. With project deliverables now complete, remaining costs are expected to be minimal and limited to legal review of the proposed code amendments. Staff will continue pursuing state funding opportunities to support implementation of the AHAP's recommended next steps.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The AHAP advances several priorities outlined in the Town's Strategic Plan, including housing affordability, strategic growth, and fiscal stewardship. The **Fast-Track Review Process** supports the Town's goal of increasing attainable housing opportunities by removing procedural barriers and aligning with Proposition 123 requirements for expedited development review. The **Land Inventory Analysis** offers a practical look at parcels with potential for future affordable housing development, balancing

environmental conditions, infrastructure capacity, and land-use considerations. The **Affordable Housing Funding Strategy** equips the Town to better align local, state, and federal resources, pursue public-private partnerships, and plan long-term investments in workforce housing. This package positions the Town to make informed, efficient, and sustainable decisions that expand local housing options and strengthen Eagle's vision for a balanced, livable community.

RECOMMENDED ACTION OR PROPOSED MOTIONS:

MOTION 1: I move to approve Ordinance 11, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Title 4 of the Town Code to Create a Fast-Track Review Process for Affordable Housing Projects, adding a New Section to Chapter 4.17 of the Land Use and Development Code and Repealing and Replacing Section 13.14.030. of the Building Code.

AND

MOTION 2: I move to approve Resolution 68, Series 2025 of the Town Council of the Town of Eagle, Colorado Accepting the Land Inventory Analysis and Affordable Housing Funding Strategy.

ATTACHMENTS:

1. Ordinance 11, Series 2025
2. Resolution 68, Series 2025
3. AHAP Deliverables
    a. Final Draft of the Eagle Express Lane (V5)
    b. Land Inventory Analysis
    c. Affordable Housing Funding Strategy

Town of Eagle AHAP

Affordable Housing Express Lane Review

All language in the section below is new or copied and revised from other sections of the LUDC. No other section of 4.17 was revised during this process.

Proposed language to incorporate into Title. 13 Building and Construction is included for consideration by the Building Department.

Incorporate language as new section as follows:

AFFORDABLE HOUSING EXPRESS LANE REVIEW

A. Overview

1. The Town is required to provide Express Lane review for projects that have fifty percent (50%) or more units as Affordable per section 4.17.160.B. Projects that include development applications identified in Table 4.17-24: Express Lane Review Application Review Requirements are eligible for the Express Lane Review and Decision Process. Express Lane applications shall be given priority over other projects in the development review process and processed within ninety (90) days of determination of completeness per sections 4.17.030 and 4.17.040.
    a. In the context of this section, priority means giving preference to review of an Express Lane application over review of non-Express Lane applications. The following may apply:
        i. Public Hearings of Express Lane Applications shall be scheduled on the next available hearing date; and
        ii. If an application is continued by the approval authority, the applicant shall be given preference on the next available hearing date.
2. An applicant may opt out of the ninety (90) day Express Lane Review Process, with a written request to the Community Development Director.

B. Affordable Housing Defined

1. For the purpose of this section, Affordable Housing is defined as follows:
    a. Costs less than thirty percent (30%) of household monthly income; and
    b. Rental housing at or below sixty percent (60%) Area Median Income (AMI); or

c. For-sale housing at or below one-hundred percent (100%) AMI; or
d. Otherwise meets the definition of "affordable housing" under C.R.S. § 29-32-101.

C. Applicability and Eligibility

1. To be eligible for the Express Lane Review Process, the development shall:
   a. Include a legally binding affordability mechanism to ensure continued affordability, such as a deed restriction, use covenant, land trust, or other legally enforceable mechanism, affordable housing dwelling units or lots, as defined in Section 4.17.160.B (Affordable Housing Defined); and
   b. Be a residential development project with affordable housing restrictions on a minimum of fifty percent (50%) of the total proposed dwelling units or lots.
2. Applications that are eligible for Express Lane review, if they meet the Affordable Housing requirements, as defined in this section, are outlined in Table 4.17-24.

Table 4.17-24: Express Lane Review Application Types

Application Type	Eagle Town Code Section
Land Use	
Administrative or Minor Use Permit	4.17.060C.2
Conditional Use Permit	4.17.080B
Special Use Permit	4.17.080E
Development Permit	4.17.080C
Administrative	
Minor	
Major	
PUD Concept Plan	4.08.060
PUD Development Plan	4.08.060
PUD Amendment	4.08.070
Minor Subdivision, Final Plat	4.17.100C
Condominium/Town home, Final Plat	4.17.100F
Amended or Corrected Final Plat	
Variance	4.17.080F
Other	
Building Permit	13.14.030

D. Concurrent Applications In Express Lane Review

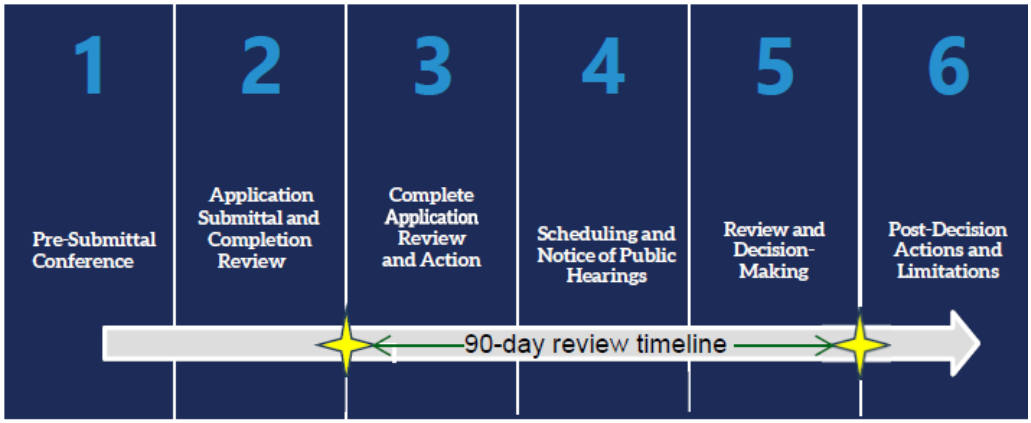
1. For a development that may require multiple application types eligible for Express Lane review, applications may be submitted for concurrent processing at the discretion of the Director. In such case, the total timeframe for the complete package of applications shall be ninety (90) days. For example, if a minor development application and minor subdivision application are submitted for concurrent review, the total timeframe for review of both applications together

shall be ninety (90) days rather than ninety (90) days per application, or one-hundred and eighty (180) days. An applicant may also request sequential stacking of applications where each application is reviewed within its own (90) day process. The applicant may also request to submit a second application once the first application has been deemed complete. The allowance for any of these concurrent processes will be at the discretion of the Director and will be based on capacity of planning staff and referral agencies.

E. Review Procedures

1. Applications eligible for the Express Lane review are typically processed in accordance with the following steps and as stated in State of Colorado Proposition 123. Additional supporting documents may be required and are listed on the Town of Eagle Website.
    a. Step 1: Pre-submittal Conference with Staff and appropriate referral agencies and as defined in Section 4.17.160.F. (Express Lane Submittal Requirements and Complete Application).
    b. Step 2: Application Submittal and Completion Review. An applicant shall submit the appropriate application form and supporting materials as determined in the pre-submittal conference(s) with staff and referral agencies for review of completion as outlined in Section 4.17.160.F. (Express Lane Submittal Requirements and Complete Application).
    c. Step 3: Complete Application and Action. Once an application is determined complete per Step Two (2), the ninety (90) day Express Lane review process begins.
    d. Step 4: Scheduling and Notice of Public Hearings. Should an application be required to go through the Public Hearing process per section 4.17.050 (Scheduling and Notice of Public Hearings), the Express Lane application shall be noticed for the Planning and Zoning Commission in addition to the Town Council Public Hearing Agenda at the same time.
    e. Step 5: Review and Decision-Making. A final decision by the appropriate decision-making body as determined in Section 4.17.060 (Review and Decision-Making), shall be made within ninety (90) days of a complete application determination.
        i. Final decision includes either approval or denial of the application and does not include a recommendation from a recommending body or post approval steps.
        ii. A final decision may include approval with conditions, provided that the only conditions attached are those required to bring the application into compliance with the standards in this code.
    f. Step 6: Post Decision. Post decision determination on each application is made in writing as defined in Section 4.17.070 (Post Decision Actions and Limitations) and is not included in the Express Lane review timeframe.
2. The processes for the above types of applications listed in Section 4.17.160.C.3 (Applicability and Eligibility) be found by clicking on the section links provided in Table 4.17-24 (Express Lane Review Application Types).

F. Submittal Requirements and Complete Application



1. All applications reviewed in the Express Lane shall be required to attend a pre-submittal conference(s) as outlined below:
    a. Town Staff will provide support in determining the required application(s) and, if necessary, the timing of multiple application submittals (i.e., whether they may be processed concurrently or must be processed sequentially as outlined in section 4.17.160.D (Concurrent Applications in Express Lane));
    b. Inform the applicant of submittal requirements;
    c. Provide the applicant with an expected time frame for the Express Lane review process, outline expectations for Staff and referral agency review and applicant re-submittal;
    d. Discuss general compliance with the zoning, use, density, development, and design standards, and attempt to identify potentially significant issues regarding compliance;
    e. Determine whether additional Pre-Submittal Conference(s) will be necessary;
    f. Discuss the need for any neighborhood meetings and public notice requirements; and
    g. Engage the applicant in conversation with other departments or agencies to discuss potential significant considerations prior to application submittal.
2. An application is deemed complete when all of the following requirements for submittal per the application review checklist held at Community Development Department Office and as outlined in Sections 4.17.030 (Application and Submittal Review) and 4.17.040 (Complete Application and Review Action) are met. Complete Express Lane applications consider the following;
    1. The applicant bears the burden of ensuring that the Express Lane application contains sufficient information to demonstrate compliance with the Code, application requirements, and contains all required supporting documents;
    2. A complete application review will be conducted for all Express Lane applications to determine that all required submittal materials are included in the submission;
    3. The Director shall make a determination of application completeness and only initiate the review and processing of complete Express Lane applications;
    4. If the application is determined to be complete, the Director shall communicate with the applicant, in writing, the timeframe for Express Lane review, the application shall then be processed according to the procedures set forth in this Chapter, not to exceed ninety (90) days from completeness date; and
3. If an application is determined to be incomplete, the Director shall notify the applicant of any

missing materials or requirements that need to be met for the application to be complete. Timeframes to ensure timely review of materials by Staff and turnaround times for the applicant may be discussed during pre-submittal. No further processing of an incomplete application shall occur, and the application shall be considered inactive until such time deficient submittals are provided.

4. Review process shall follow the applicable procedures per application type as defined in this Chapter and within the Town of Eagle Administrative Manual held online or within the Community Development Department Office.

G. Extensions

1. An applicant may request a one-time extension, in writing, for an additional ninety (90) days for compliance with state law or court order, or for a review period required by another local government, or agency within or outside the Town of Eagle, for any component of the application requiring that government's or agency's approval.
2. The Town of Eagle may implement a (30) calendar day extension to work with an applicant on addressing comments or revisions to an application. The extension period shall not exceed the time between the request and the applicant's response, plus thirty (30) days. The applicant must provide the requested information or revisions promptly and, whenever possible, respond to the extension with acknowledgment within five (5) business days.

Title 13.14.030. - Issuance of Permits.

A. The Building Official shall issue a permit where:

1. Application for a permit has been made in accordance with the provisions of this chapter.
2. The proposed work set out in the application conforms to this Title, the Town Land Use and Development Code, and all other laws, regulations, resolutions or orders applicable within the Town, including the necessity of a development permit if required pursuant to Chapter 4.17.
3. Pursuant to Section 4.17.160, a building permit application shall be reviewed within ninety (90) days of complete application to the Building department where:
    a. The application for building permit is for a development of fifty percent (50%) or more affordable housing as defined in Chapter 4.17.160.B. (Express Lane Review) and;
    b. The application is determined "complete" where all required documents are submitted per Section 13.14.040. - Application, contents.
4. All construction drawings, applications, and permit fees have been submitted and approved, including those for plumbing, electrical, and mechanical portions of the project. A footing and foundation permit may be awarded prior to the reception of other permit information if adequate structural and site plan information has been provided.

B. The Building Official shall not issue a permit where:

1. The proposed work, as set forth in the application, or the proposed use of the building or structure when completed, does not comply with the provisions of the Town Land Use and Development Code.
2. The following improvements, in the subdivision where the proposed building or structure is

located, have not been installed or have not been approved by the Town Engineer:

a. Survey monuments.
b. Wastewater lines and laterals to each lot.
c. Water mains and laterals to each lot.
d. Fire hydrants.
e. Storm drainage structures.
f. Grading, base construction and paving of streets and alleys.
g. Soil stabilizing structures.
h. Utilities, including telephone, cable television, electrical service, and gas lines, or as required by the applicable subdivision improvements agreement or development permit.

3. The proposed site is located in a development requiring a development permit pursuant to Chapter 4.17 and said development permit has not been issued.
4. The proposed site is located, all or in part, within any area determined by the Building Official to necessitate special building requirements as a result of potential avalanche, earth movement, floods, surface water, or other potentially hazardous conditions, or is located within an area of special flood hazard as designated pursuant to Chapter 4.14, and any special permits required by said chapter have not been obtained by the applicant. All special building requirements included in any special permit shall be incorporated into the permit issued to the applicant under this Title.
5. In the opinion of the Building Official, the results of the tests referred to in Section 13.13.040(B)(2) are not satisfactory.

2025

Town of Eagle
AFFORDABLE HOUSING ACCELERATOR PROJECT

LAND INVENTORY ANALYSIS

Table of Contents

Introduction 3

Land Inventory Analysis Cutsheet #1 ..... 4 & 5

Land Inventory Analysis Cutsheet #2 ..... 6 & 7

Land Inventory Analysis Cutsheet #3 ..... 8 & 9

Land Inventory Analysis Cutsheet #4 ..... 10 & 11

Land Inventory Analysis Cutsheet #5 ..... 12 & 13

Town of Eagle **Floodplain** Map 14

Town of Eagle **Wetlands** Map 15

Town of Eagle Topography Map 16

Town of Eagle Zoning Map 17

Town of Eagle Future Land Use Map 18

Introduction:

A Land Inventory Analysis (LIA) strategy for affordable housing in the Town of Eagle is essential for identifying opportunities to develop housing that meets the needs of residents and workforce while considering the unique environmental, economic, and social factors. Mountain towns like Eagle often face constraints such as limited flat land, higher construction costs, environmental preservation concerns, and a high demand for vacation homes or second homes, which can inflate real estate prices.

The Land Inventory Analysis evaluates many varied factors and weighs the opportunities with the identified affordable housing objectives established by the Town of Eagle. Limited land, topography open space, wetlands, and other constraints make the remaining opportunities limited. The Land Inventory Analysis identified five site areas that may provide higher suitability for evaluation of affordable housing development. The LIA looks at parcel characteristics (Eagle County Assessors, zoning, and land use), infrastructure (adjacent to utilities, services, and access), and environmental constraints (floodplain, wetlands, and steep slopes) to provide a suggestion of suitable development sites.

Important LIA Notes:

1. **Parcel Characteristics Notes**: Some of the parcel data is pulled from Eagle County Assessor's data: including parcel class description, acreage, improvement value, and land value.
2. **Water Rights**: Any density increases beyond what is outlined in the existing zone district, may be required to provide proof of water right and sufficiency to service the purposed unit count.
3. **Maximum Allowable Density**: Existing maximum allowable density by current zone district if only multi-family residential was developed on the site.
4. **Maximum Potential Density**: The maximum potential density with an intervention such as zone change, infrastructure improvements, or site and building design exceptions.
5. **Supplemental Maps**: Regulatory floodplain, wetlands, and steeps slopes coverage for each parcel is highlighted as a percentage on each cutsheet: for a visual analysis of these metrics supplemental maps are provided at the end of this document for review.
6. **Additional Information**: To get the most up to date information on Planned Unit Developments (PUDs), Affordable Housing Express Lane Review, zoning, and land use code please visit the Town of Eagle's Planning and Zoning Department webpage.
7. **Comp Plan FLUM**: Refers to the Elevate Eagle Comprehensive Plan Future Land Use Map

LIA Purpose:

This analysis's purpose is to act as a guidance tool to provide quick context for suitable parcels in the Town of Eagle, it does not preclude an applicant from providing applicable or supplementary studies and documents required by the Town. In addition, it highlights the need for further studies on utilities and water rights feasibility when increased density is proposed for non-conforming existing uses. Lastly, other parcels may also be suitable for affordable housing development not recognized in this study.

Land Inventory Analysis:

Owner: Eagle Health Care Center Inc.

Parcel Number:210905305001

Overview:
This parcel includes the Eagle Health Care Center and is a part of the Eagle Ranch PUD, where it's designated as a "Neighborhood Center Residential District". While the PUD offers flexibility in design and has protections for affordable housing, challenges like low-density limits and strict height measurement rules could make development more complex. However, with some targeted amendments, it could better support affordable housing.

Parcel Characteristics

Priority Indicator:
Privately-Owned and Vacant

Parcel Class Description:
Exempt-Charitable Non-Res Land

Zoning:
Eagle Ranch PUD - Neighborhood Center Residential District

Future Land Use:
Public/Institutional (see Comp Plan FLUM)

Use Change:
Replating

Maximum Allowable Density:
0 units

Maximum Potential Density:
Two Stories:158 units Three Stories: 220 units

Improvement Value:
$569,050.00

Land Value:
$15,327,680.00

Acreage:
Sum: 8.80

Existing Lot Coverage:
Sum:32%

Infrastructure

Utility Access: The utilities of water, wastewater, electric, gas and road access may border the property, but the sufficiency of these utilities to serve any development has not been evaluated.

Proximity to Parks, Recreation, Entertainment:
The north and east sides of this site abut Open Space, which has access to town trail systems. This site is a 10-minute walk to Downtown Eagle Ranch (Commercial Core).

Proximity to Emergency Services:
Adjacent to the Eagle Health Center. 3-minute drive to the Eagle Police Department. 4-minute drive to the Eagle Fire Department.

Proximity to Schools:
2-minute drive to Brush Creek Elementary School. 5-minute drive to Eagle Valley Elementary School. 5-minute drive to Eagle Valley Middle School. 11-minute drive to Eagle Valley High School.

Proximity to Transit:
8-minute walk to the nearest bus stop (Highway 6 + Sylvan Lake Rd).

Environmental Constraints

Floodplain: See floodplain map. **Wetlands:** Stream and creek setbacks apply. **Wildlife:** Requires further analysis.

Slopes between 0-5%: l 00% **Slopes between 5-10%:** 0%

Slopes between 10-15%: 0% **Slopes between 15-20%:** 0%

Slopes between 20-25%: 0%

Discussion

1. **Affordable Housing Protections:**
   - o The Eagle Ranch PUD includes a protection clause that prevents affordable housing from being converted into commercial spaces-this is a strong community safeguard.
2. **Eagle Ranch PUD Modification Process:**
   - o Minor modifications are reviewed by planning staff rather than elected officials, which helps streamline the process.
   - o Major modifications follow standard town procedures, making the process predictable.
3. **Density Limits:**
   - o The current limit of 7 homes per acre is quite low and could make it hard to create enough affordable or workforce housing.
   - o It's recommended to pursue an amendment to increase the density as soon as possible.
4. **Building and Design:**
   - o Between the various PUDs in the town of Eagle there are inconsistent methods for measuring building height. For example Eagle Ranch uses a method of building height measurement which could limit building options, especially on hillsides.
   - o Developers can use up to 60% of the lot for buildings, and up to 80% if mixing surface and covered parking - this offers good flexibility.
   - o The Floor Area Ratio (FAR) is somewhat limiting, it's worth noting that the medical center was given some flexibility with FAR that multi-family housing does not currently have. An amendment could help balance this.

Land Inventory Analysis:

Owner: Eagle County Government

Parcel Numbers:210905121002, 210905100028, 210905121004

Overview:
This is a collection of three parcels owned by Eagle County. In 2024, an affordable housing project was proposed but ultimately withdrawn from the land use process. Future housing development plans, including partnership opportunities, are currently undetermined.

Parcel Characteristics

Priority Indicator:
Publicly-Owned Land

Zoning:
Mixed Zoning. Verify with Planning Department. Partial annexation is required.

Maximum Allowable Density:
0 units

Improvement Value:
$163,670.00; $0.00; $49,050.00

Acreage:
Sum: 8.65

Parcel Class Description:
Exempt-County Res Land, Exempt-County Non-Res Land

Future Land Use:
West Eagle Residential. Refer to West Eagle Sub Area Plan.

Use Change:
Rezoning

Maximum Potential Density:
Two Stories: 209 units Three Stories: 290 units

Land Value:
$1,263,790.00; $519,300.00; $1,655,280.00

Existing Lot Coverage:
Sum:22%

Infrastructure

Utility Access: The utilities of water, wastewater, electric, gas and road access may border the property, but the sufficiency of these utilities to serve any development has not been evaluated.

Proximity to Parks, Recreation, Entertainment:
12-minute walk to Eagle Town Park. 22-minute walk to Brush Creek Park and Pavilion. This site is a 16-minute walk to Broadway (Commercial Core).

Proximity to Emergency Services:
4-minute drive to the Eagle Health Center. 3-minute drive to the Eagle Police Department. 4-minute drive to the Eagle Fire Department.

Proximity to Schools:
5-minute drive to Brush Creek Elementary School. 5-minute drive to Eagle Valley Elementary School. 5-minute drive to Eagle Valley Middle School. 12-minute drive to Eagle Valley High School.

Proximity to Transit:
7-minute walk to the nearest bus stop (Highway 6 + Sylvan Lake Rd).

Environmental Constraints

Floodplain: See floodplain map. **Wetlands:** Stream and creek setbacks apply. **Wildlife:** Requires further analysis.

Slopes between 0-5%: 100% **Slopes between 5-10%:** 0%

Slopes between 10-15%: 0% **Slopes between 15-20%:** 0%

Slopes between 20-25%: 0%

Discussion

1. **Annexation and Development Agreement Terms:**
   - o Developers must engage in early discussions with the Town of Eagle to align on expectations regarding annexation conditions.
   - o Future right-of-way extensions will impact this property.
2. **Neighborhood Meeting:**
   - o Neighborhood Meeting strongly encouraged for this development site. Contact Town Planning staff for administrative guidance.
3. **Rezoning Requirements:**
   - o Currently a rezoning is required to accommodate higher-density residential development.

Land Inventory Analysis:

Owner: Town of Eagle

Parcel Number:210904405001

Overview:
Alarge parcel that is currently zoned as Haymeadow Planned Unit Development (PUD) and is designated as a "Recreation and School Site".

Parcel Characteristics

Priority Indicator:
Town-Owned Land

Parcel Class Description:
Exempt-Political Sub Non-Res Land

Zoning:
Haymeadow PUD - Recreation, Open Space, School

Future Land Use:
Public/Institutional (see Comp Plan FLUM)

Use Change:
See Discussion.

Maximum Allowable Density:
0 units

Maximum Potential Density:
Two Stories:492 units Three Stories: N/A

Improvement Value:
$0.00

Land Value:
$984,510.00

Acreage:
Sum: 32.84

Existing Lot Coverage:
Sum: 0%

Infrastructure

Utility Access: The utilities of water, wastewater, electric, gas and road access may border the property, but the sufficiency of these utilities to serve any development has not been evaluated.

Proximity to Parks, Recreation, Entertainment:
This parcel is adjacent to Public Lands to the north, which provide access to trail networks. The Eagle pool, ice rink, and bike park are within walking distance to the west of the parcel. This site is a 25-minute walk to Downtown Eagle Ranch (Commercial Core).

Proximity to Emergency Services:
3-minute drive to the Eagle Health Center. 5-minute drive to the Eagle Police Department. 5-minute drive to the Eagle Fire Department.

Proximity to Schools:
3-minute drive to Brush Creek Elementary School. 6-minute drive to Eagle Valley Elementary School. 6-minute drive to Eagle Valley Middle School. 15-minute drive to Eagle Valley High School.

Proximity to Transit:
It's a 40-minute walk to the nearest bus stop (Eagle County Building).

Environmental Constraints

Floodplain: See floodplain map.

Wetlands: Stream and creek setbacks apply.

Wildlife: Elk migration patterns run through this parcel.

Slopes between 0-5%: 93%

Slopes between 5-10%: 7%

Slopes between 10-15%: 0%

Slopes between 15-20%: 0%

Slopes between 20-25%: 0%

Discussion

1. **Density Limits:**
   - o It is recommended to pursue an amendment to allow for housing on this parcel.
2. **Haymeadow PUD Modification Process:**
   - o Minor modifications are reviewed by planning staff rather than elected officials, which helps streamline the process.
   - o Major modifications follow standard town procedures, making the process predictable.
3. **Potential Partnership Opportunities:**
   - o Consider these key stakeholders: Town of Eagle, Mountain Recreation, Eagle County School District, Haymeadow Metropolitan District.
4. **Challenges with Tract E:**
   - o As it is currently zoned, multi-family housing is not a use-by-right on this parcel. A PUD amendment would be required.
   - o To use it for affordable housing, the town's PUD plan would need to be officially changed.
   - o Approval would likely depend on proving that the nearby neighbors, especially to the west, would not be negatively impacted.
   - o New bike park has been constructed on the northwestern corner of the parcel limiting developable area for housing.
   - o Southern portion of the parcel has been designated for a future school limiting developable area dedicated to housing.

Land Inventory Analysis:

Owner: Eagle Meadows Colorado LLC

Parcel Number:193928400022, 193927300034

Overview:
These two parcels combine for about 80 acres of underutilized land in the Town of Eagle. To allow for housing, current zoning would require a rezone as well as an amendment to the East Eagle Sub Area Plan.

Parcel Characteristics

Priority Indicator:
Privately-Owned and Vacant

Zoning:
Commercial General East

Maximum Allowable Density:
0 units

Improvement Value:
$0.00, $0.00

Acreage:
Sum: 79.68

Parcel Class Description:
35 AC to L/T 100 AC

Future Land Use:
Refer to East Eagle Sub Area Plan

Use Change:
Rezoning

Maximum Potential Density:
Two Stories: 1,944 units Three Stories: 2,700 units

Land Value:
$1,720,270.00, $1,031,900.00

Existing Lot Coverage:
Sum: 0%

Infrastructure

Utility Access: The utilities of water, wastewater, electric, gas and road access may border the property, but the sufficiency of these utilities to serve any development has not been evaluated.

Proximity to Parks, Recreation, Entertainment:
Designated parks and recreation areas are a greater distance away from this site. The best access is through the Eagle Valley Trail. It is a 40-minute walk to Eagle River Park and a SO-minute walk to Bluffs Trail head. It is a 35-minute walk to Broadway (Commercial Core).

Proximity to Schools:
6-minute drive to Brush Creek Elementary School. 4-minute drive to Eagle Valley Elementary School. 4-minute drive to Eagle Valley Middle School. 14-minute drive to Eagle Valley High School.

Proximity to Emergency Services:
5-minute drive to the Eagle Health Center. 3-minute drive to the Eagle Police Department. 3-minute drive to the Eagle Fire Department.

Proximity to Transit:
It's a 30-minute walk to the nearest bus stop (Chambers Park and Ride).

Environmental Constraints

Floodplain: See floodplain map. **Wetlands:** Stream and creek setbacks apply. **Wildlife:** Requires further analysis.

Slopes between 0-5%: 96% 93% **Slopes between 5-10%:** 4% 7%

Slopes between 10-15%: 0% **Slopes between 15-20%:** 0%

Slopes between 20-25%: 0%

Discussion

1. **Rezoning Requirements:**
   - o These parcels are currently zoned for commercial use, requiring a rezoning to accommodate residential development.
   - o Consider zoning modifications that can allow for mixed-use residential development.
2. **Proximity Considerations:**
   - o These parcels could require an additional lift in extending city infrastructure, depending on location of development. Other highlighted parcels are closer in proximity to existing infrastructure, while the majority of this land stretches away from the Town of Eagle infrastructure.
3. **Constraints:**
   - o Properties are bordered by Interstate-70, the railroad, and US Hwy 6.
4. **Other Studies and Master Planning Documents to Consider:**
   - o East Eagle Sub Area Plan, Commercial Linkage Fee Nexus Study, East Eagle Infrastructure Financing Strategy.

Land Inventory Analysis:

Owner: Town of Eagle

Parcel Number:193933101001

Overview:
Town of Eagle Public Works site where there is potential to develop residential on top of the facility. The current vision is to maintain this site for municipal services, with the consideration to add Town employee housing above the ground floor commercial use.

Parcel Characteristics

Priority Indicator:
Publicly-Owned Land

Parcel Class Description:
Exempt-Political Sub Non-Res Improvements

Zoning:
Industrial

Future Land Use:
Commercial/Light Industrial (see Comp Plan FLUM)

Use Change:
Rezoning

Maximum Allowable Density:
0 units

Maximum Potential Density:
Two Stories:90 units Three Stories:125 units

Improvement Value:
$2,752,570.00

Land Value:
$1,960,200.00

Acreage:
Sum: 5.00

Existing Lot Coverage:
Sum: 66%

Infrastructure

Utility Access: The utilities of water, wastewater, electric, gas and road access may border the property, but the sufficiency of these utilities to serve any development has not been evaluated.

Proximity to Parks, Recreation, Entertainment:
12-minute walk to a neighborhood park between Red Canyon Townhomes and Eagle Villas. And a 25-minute walk to the Eagle River Park, 40-minute walk to Bluffs Trail head. A 30-minute walk to Broadway (Commercial Core).

Proximity to Emergency Services:
6-minute drive to the Eagle Health Center. 4-minute drive to the Eagle Police Department. 4-minute drive to the Eagle Fire Department.

Proximity to Schools:
8-minute drive to Brush Creek Elementary School. 6-minute drive to Eagle Valley Elementary School. 6-minute drive to Eagle Valley Middle School. 13-minute drive to Eagle Valley High School

Proximity to Transit:
20-minute walk to the nearest bus stop (Chambers Park and Ride).

Environmental Constraints

Floodplain: See floodplain map. **Wetlands:** Stream and creek setbacks apply. **Wildlife:** Requires further analysis.

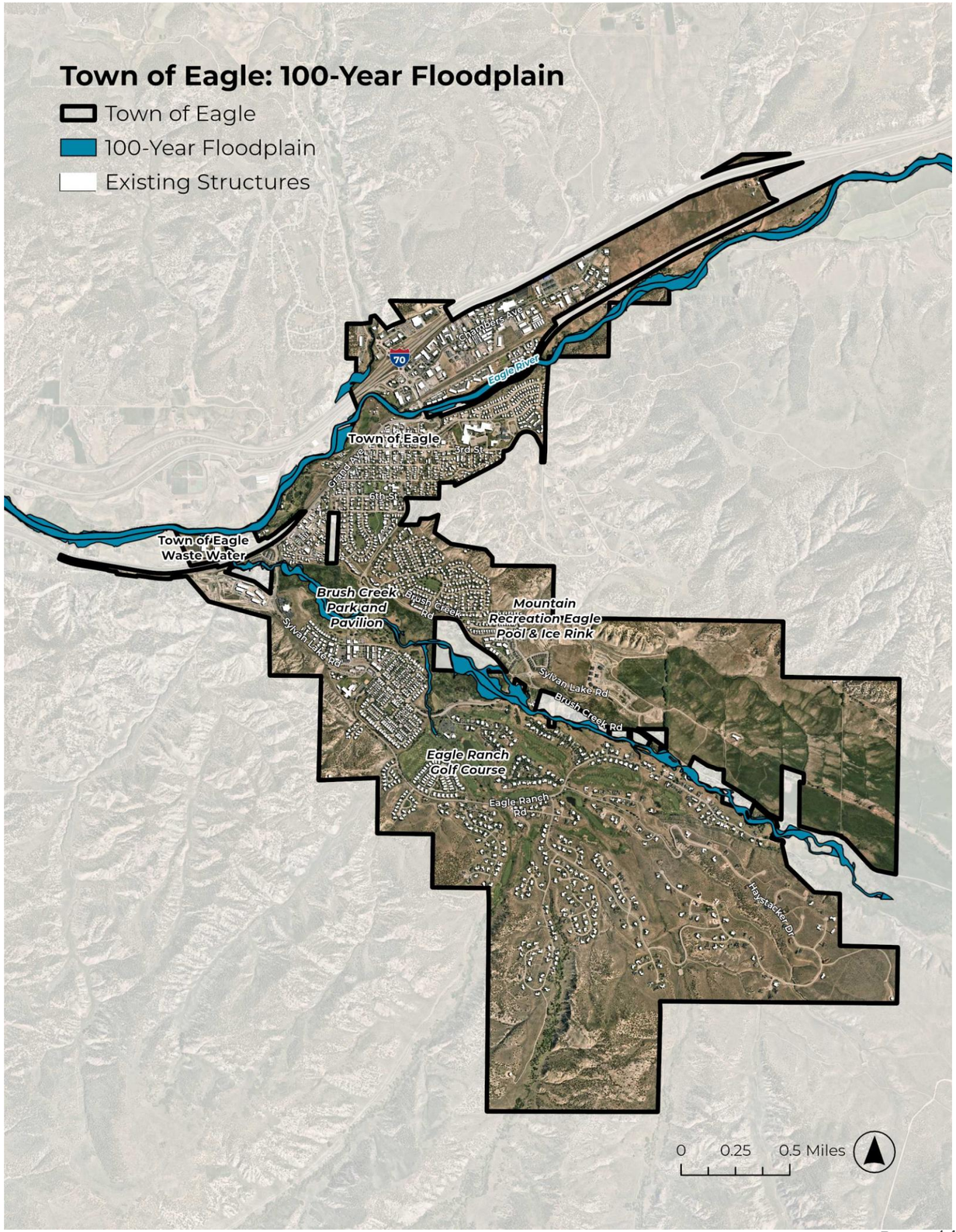
Slopes between 0-5%: 100% **Slopes between 5-10%:** 0%

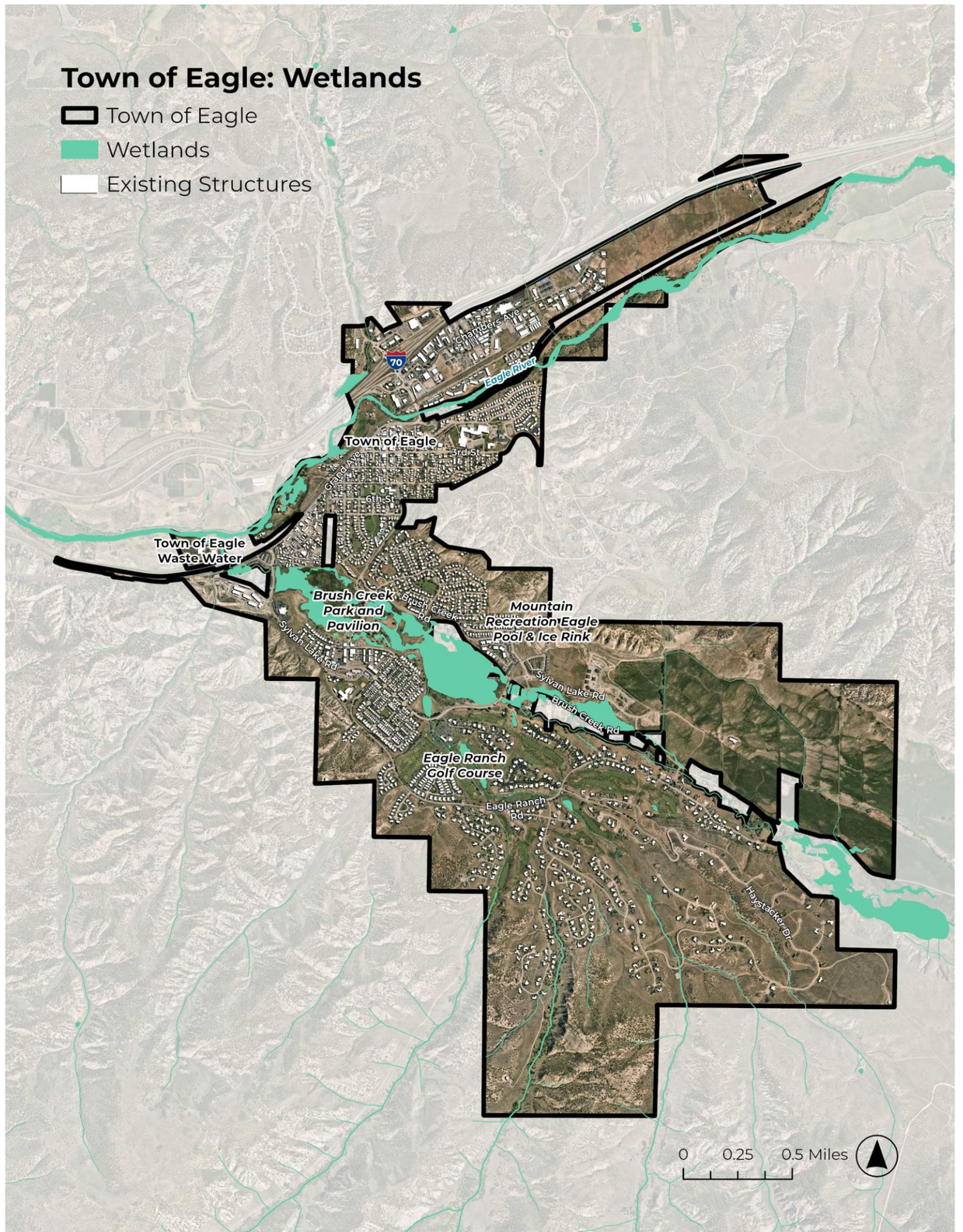
Slopes between 10-15%: 0% **Slopes between 15-20%:** 0%

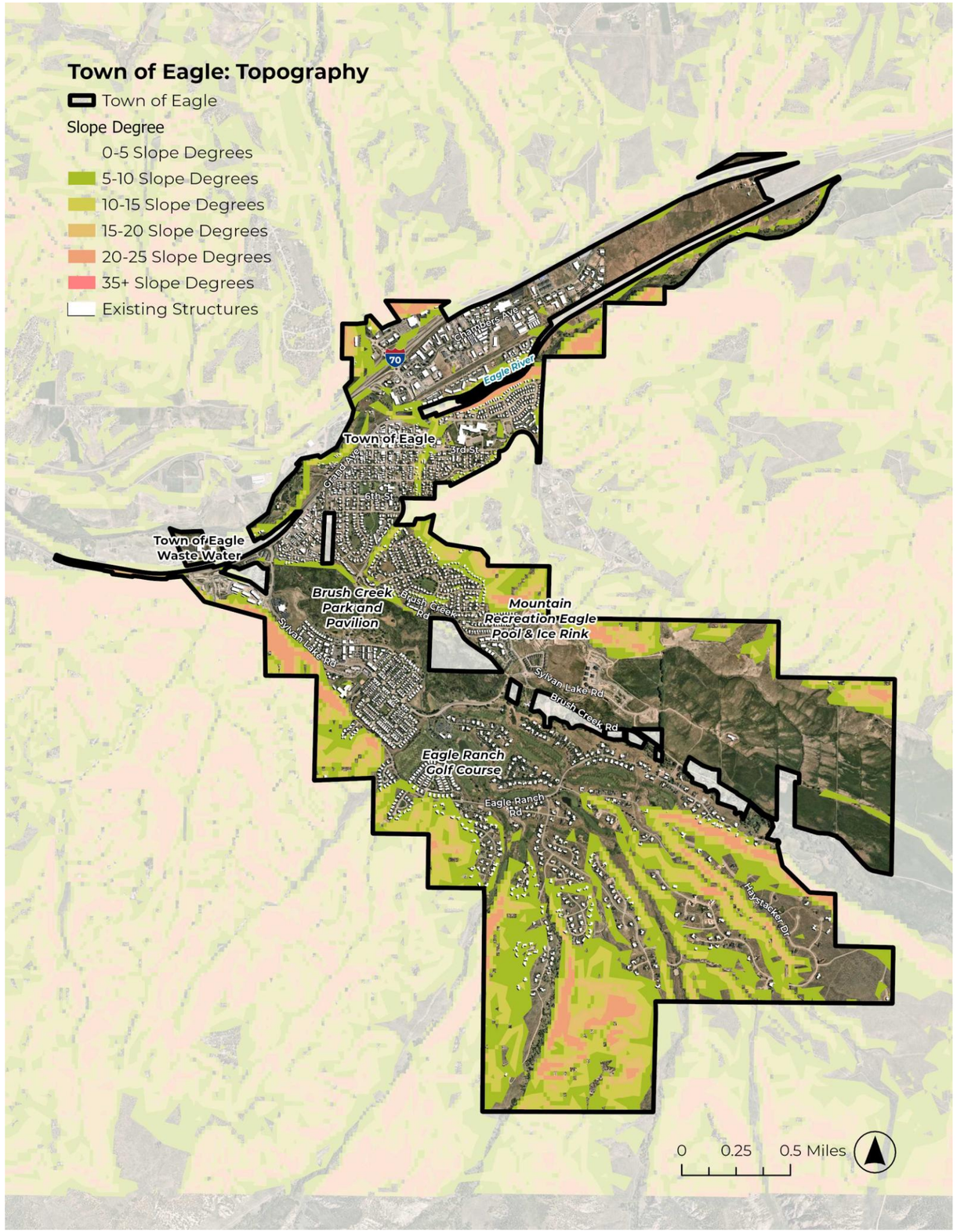
Slopes between 20-25%: 0%

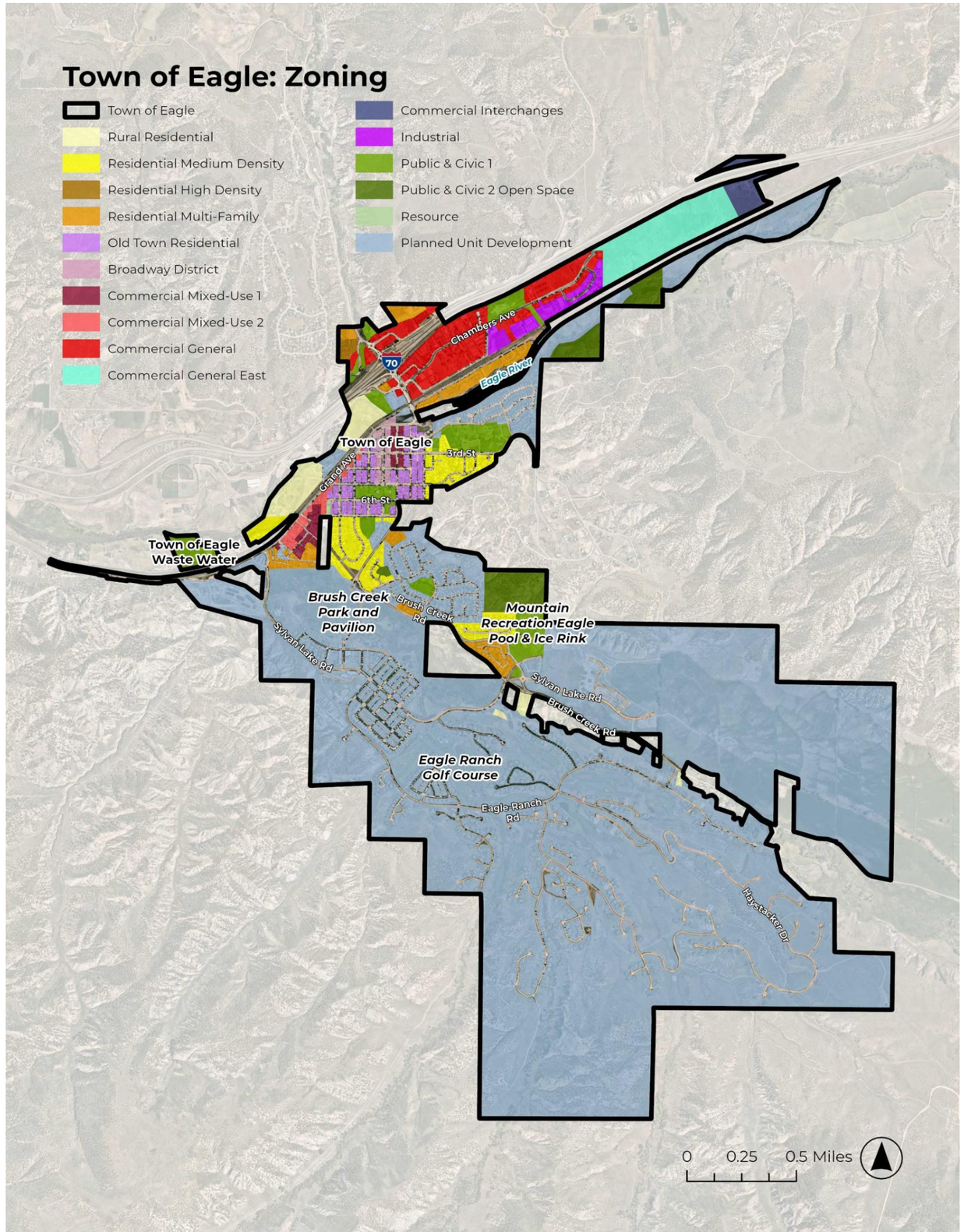
Discussion

1. **Rezoning Requirements:**
   - This parcel is currently zoned for industrial use. To accommodate residential development, a rezone and Comprehensive Plan amendment are required.
2. **Public Works Priority:**
   - There is a potential to develop housing above the ground floor Public Works facility; however, the site requires a comprehensive master plan effort to guide future redevelopment.

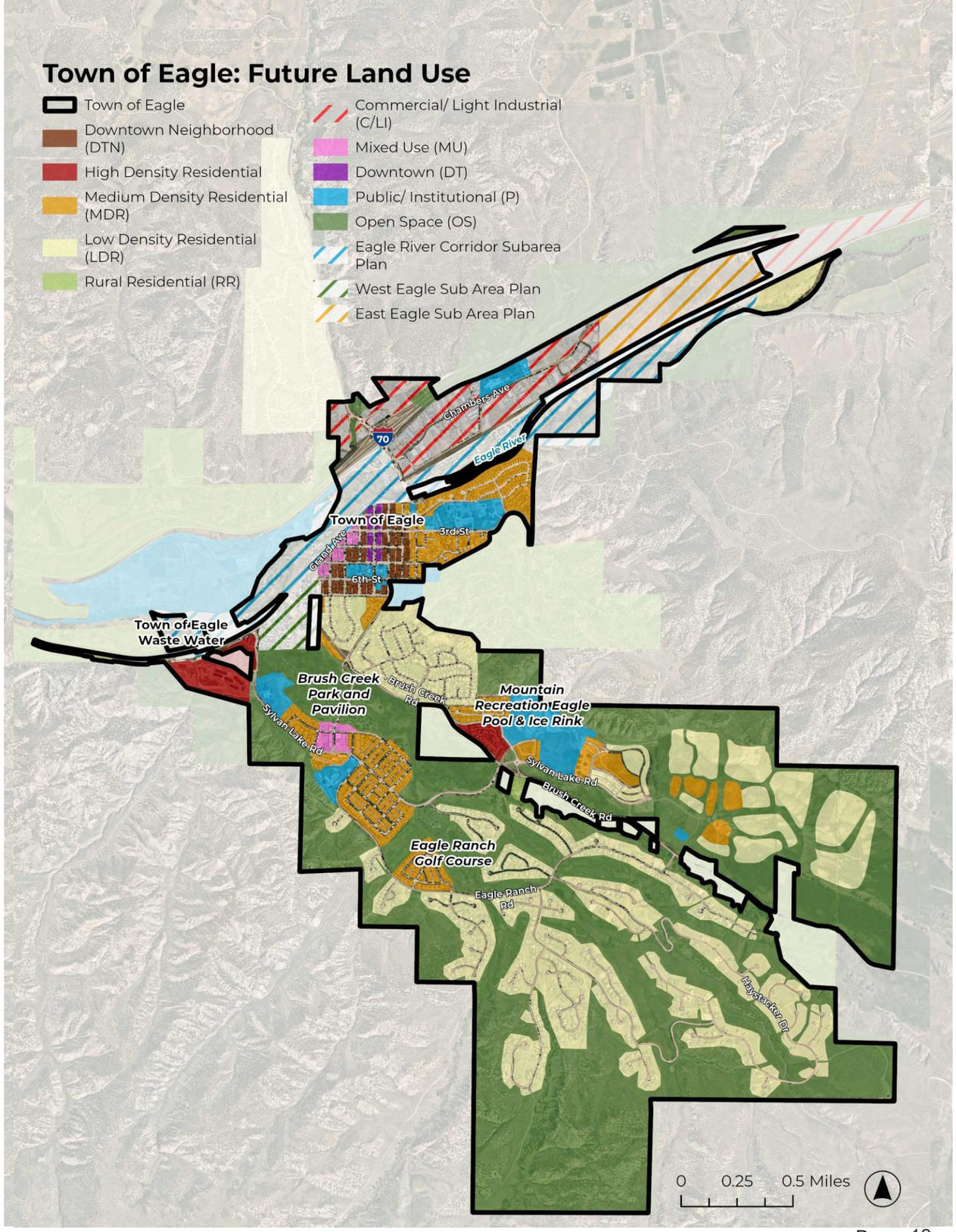

Town of Eagle: 100-Year Floodplain
Town of Eagle
100-Year Floodplain
Existing Structures
Chambers Ave
70
Eagle River
Town of Eagle
3rd St
Grand Ave
6th St
Town of Eagle
Waste Water
Brush Creek
Park and
Pavilion
Brush Creek Rd
Mountain
Recreation Eagle
Pool & Ice Rink
Sylvan Lake Rd
Brush Creek Rd
Eagle Ranch
Golf Course
Eagle Ranch
Rd
Haystacker Dr
0
0.25
0.5 Miles


Town of Eagle: Wetlands
Town of Eagle
Wetlands
Existing Structures
Chambers Ave
70
Eagle River
Town of Eagle
3rd St
Grand Ave
6th St
Town of Eagle
Waste Water
Brush Creek
Park and
Pavilion
Brush Creek Rd
Mountain
Recreation Eagle
Pool & Ice Rink
Sylvan Lake Rd
Brush Creek Rd
Eagle Ranch
Golf Course
Eagle Ranch
Rd
Haystacker Dr
0
0.25
0.5 Miles


Town of Eagle: Topography
Town of Eagle
Slope Degree
0-5 Slope Degrees
5-10 Slope Degrees
10-15 Slope Degrees
15-20 Slope Degrees
20-25 Slope Degrees
35+ Slope Degrees
Existing Structures
Chambers Ave
70
Eagle River
Town of Eagle
3rd St
Grand Ave
6th St
Town of Eagle Waste Water
Brush Creek Park and Pavilion
Brush Creek Rd
Mountain Recreation Eagle Pool & Ice Rink
Sylvan Lake Rd
Brush Creek Rd
Eagle Ranch Golf Course
Eagle Ranch Rd
Haystacker Dr
0 0.25 0.5 Miles


Town of Eagle: Zoning
Town of Eagle
Rural Residential
Residential Medium Density
Residential High Density
Residential Multi-Family
Old Town Residential
Broadway District
Commercial Mixed-Use 1
Commercial Mixed-Use 2
Commercial General
Commercial General East
Commercial Interchanges
Industrial
Public & Civic 1
Public & Civic 2 Open Space
Resource
Planned Unit Development
Chambers Ave
70
Eagle River
Town of Eagle
3rd St
Grand Ave
6th St
Town of Eagle Waste Water
Brush Creek Park and Pavilion
Brush Creek Rd
Mountain Recreation Eagle Pool & Ice Rink
Sylvan Lake Rd
Brush Creek Rd
Eagle Ranch Golf Course
Eagle Ranch Rd
Haystacker Dr
0 0.25 0.5 Miles

Town of Eagle: Future Land Use



Town of Eagle Affordable Housing Funding Strategy

Eagle AHAP Project

April 2025

Western Spaces, LLC

Prepared for: Town of Eagle, CO

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Table of Contents

Executive Summary: Town of Eagle Affordable Housing Funding Strategy 4

Introduction: A Strategic Approach to Affordable Housing in the Town of Eagle 5

1. Financial Strategies for Workforce Housing Development 6

Approach to Workforce Housing Finance 6

2. Public vs. Private Development Spectrum 6

Private Development 6

Public Development 7

The Middle Ground: Mixed-Finance and Public-Private Models 7

3. Public-Private Partnerships (PPP) 8

Risk Allocation in PPPs 9

4. Funding Sources and Opportunities 10

Local & Regional Funding 10

State Funding (Colorado) 13

Federal Funding 16

Alternative & Private Funding 17

4. Risk Mitigation Strategies 18

Construction Cost Containment 18

Market Risk Mitigation 18

Financing Risk Management 18

5. Financial Framework 19

Rental Housing Development (Multi-Family Apartments) 19

Ownership Housing Development (Townhomes/Condos) 19

6. Sources of Capital 20

For Rental Development: 20

For Ownership Development: 21

Executive Summary: Town of Eagle Affordable Housing Funding Strategy

The Town of Eagle faces a growing workforce housing shortage that threatens both its economic stability and community character. This strategy outlines a financially sustainable approach to increasing the supply of workforce housing through targeted use of public-private partnerships, creative capital stacking, and risk management tools.

Eagle's high construction costs, limited land availability, and widening affordability gap reflect broader challenges across Colorado's mountain communities. This plan identifies a "middle ground" approach—neither fully market-driven nor entirely subsidized—where public investment leverages private capital to create housing accessible to a range of income levels.

Key Financial Strategies:

- Funding Sources include Proposition 123, Eagle County's $50 million workforce housing fund, inclusionary housing fees, and the potential reallocation of short-term rental tax revenue.
- Development Approaches focus on blended models that combine public and private resources, including structured public-private partnerships that balance affordability and feasibility.
- Risk Management Tools such as modular construction, phased delivery, fixed financing terms, and flexible income targeting are integrated to improve financial stability.

Implementation will require close collaboration between the Town of Eagle, Eagle County Housing and Development Authority, private developers, major employers, and community stakeholders. By working together and leveraging the funding mechanisms and partnership models outlined in this strategy, Eagle can create a workforce housing ecosystem that strengthens its community and economy for generations to come.

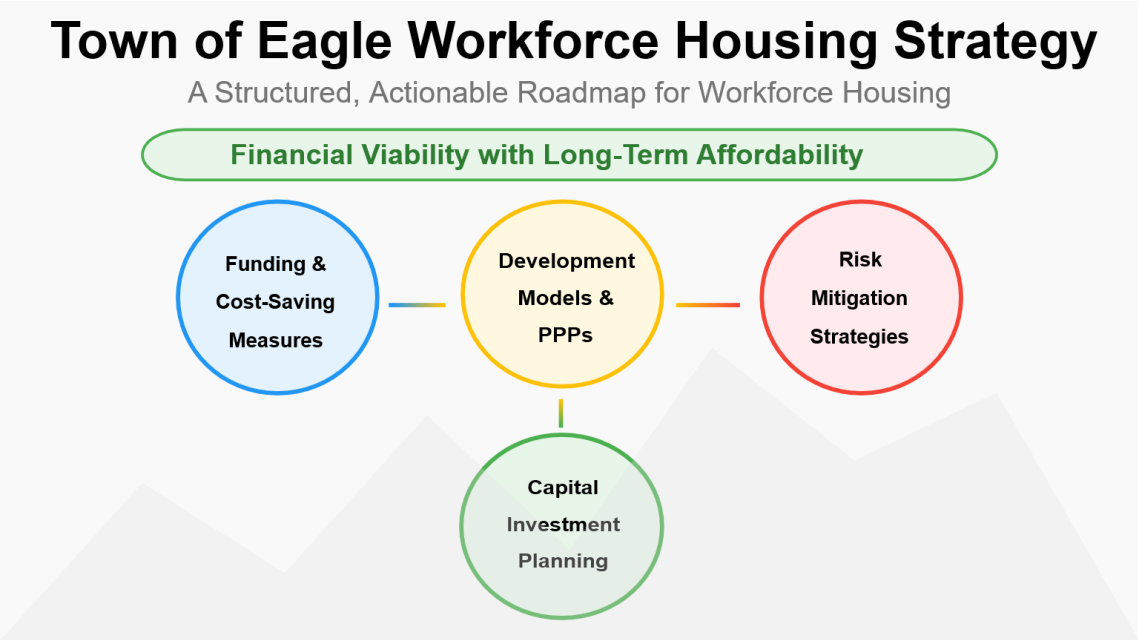
Introduction: A Strategic Approach to Affordable Housing in the Town of Eagle

The Town of Eagle, like many rural resort communities in Colorado, faces significant workforce housing challenges due to high development costs, limited land availability, and rising housing demand. Addressing these challenges requires a comprehensive financial strategy that balances public investment, private sector engagement, and cost-saving development approaches to create and sustain workforce housing.

This strategy outlines a range of funding mechanisms, development models, and risk management tools designed to make workforce housing financially viable while ensuring long-term affordability. It recognizes that housing development exists on a spectrum—from fully private market-rate projects to entirely public-funded affordable housing—with the most effective workforce housing solutions often falling in between.

Key components of this strategy include:

- Funding and Cost-Saving Measures – Leveraging a mix of public funding, private investment, and cost-saving development techniques to offset high costs.
- Development Models and Public-Private Partnerships (PPPs) – Identifying the appropriate mix of private, public, and hybrid models to maximize housing affordability and feasibility.
- Risk Mitigation Strategies – Implementing financial, construction, and market risk management tools to safeguard project viability.
- Capital Investment Planning – Outlining per-unit development cost estimates and structured funding approaches for rental and ownership housing projects.



This strategy provides a structured, actionable roadmap for the Town of Eagle to expand its workforce housing supply while ensuring financial sustainability. It is intended to be a working document, shared across the community to invite and inform affordable housing development for the residents of Eagle, CO.

1. Financial Strategies for Workforce Housing Development

Creating workforce housing in the Town of Eagle requires a financial approach that balances public investment, private sector engagement, and cost-saving measures to make development viable while ensuring long-term affordability. Given high construction costs and land constraints, securing early funding commitments and leveraging public-private partnerships (PPPs) will be critical.

Approach to Workforce Housing Finance

A mix of funding sources, investment strategies, and development efficiencies can help reduce financial barriers:

- **Public Funding** – State and local grants, municipal bonds, and housing trust funds to subsidize affordability.
- **Private Investment** – Developer contributions, employer-assisted housing programs, and impact investments to increase financial feasibility.
- **Cost-Saving Strategies** – Higher-density zoning, streamlined permitting (express lane), pre-approved building designs (with accompanying criteria and limitations), and modular or prefabricated construction to control costs.

No single funding approach can fully address workforce housing needs. Instead, a layered financing structure—drawing from multiple sources—will be required to support both rental and ownership development in Eagle. The following sections outline available funding mechanisms, optimal development models, and risk mitigation strategies to ensure financial sustainability and long-term affordability.

2. Public vs. Private Development Spectrum

Housing development exists on a spectrum between fully private, market-driven projects and entirely public-funded affordable housing. Most workforce housing efforts fall somewhere in between, using a mix of public and private resources to balance feasibility with affordability.

Private Development

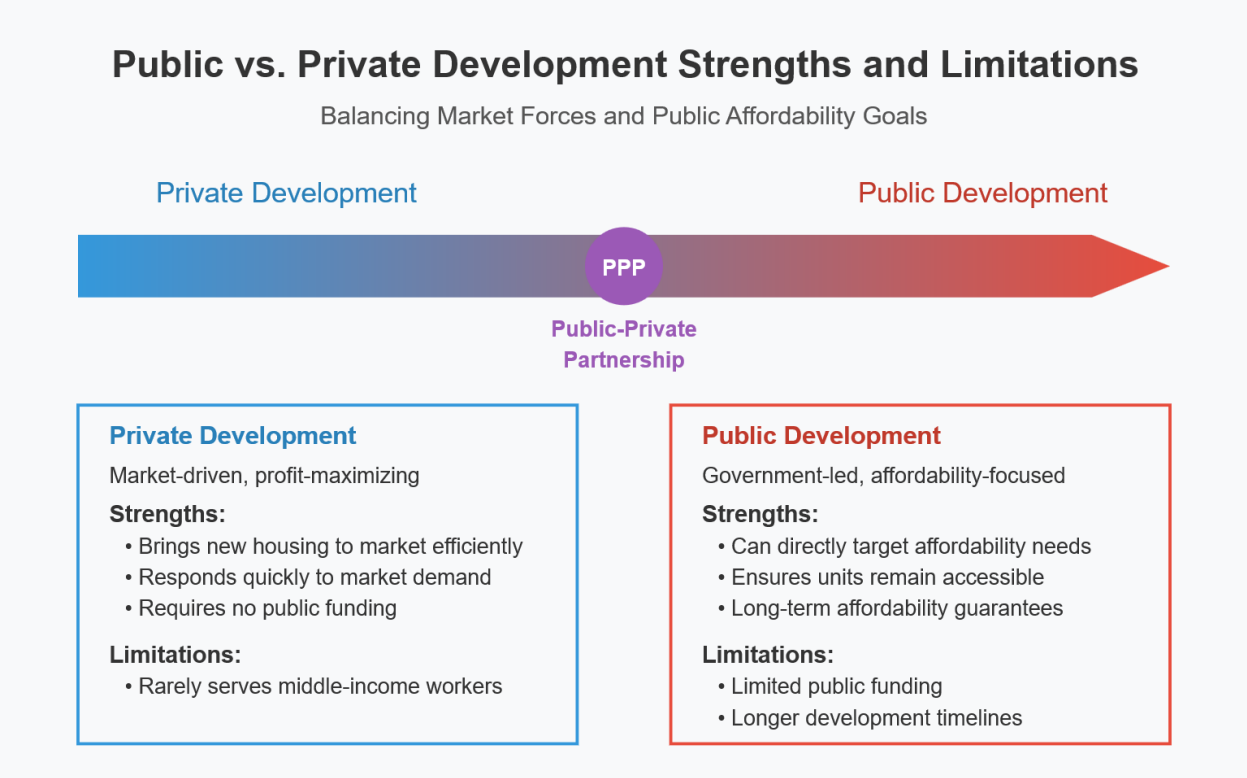
At one end of the spectrum, private development is driven entirely by the market. Developers finance and build projects with the goal of maximizing returns, setting rents or sales prices based on demand.

- **Strengths**: Brings new housing to market efficiently, responds to demand, and requires no public funding.
- **Limitations**: Rarely serves middle-income workers unless incentives—such as tax credits, fee waivers, or zoning bonuses—are provided.

Public Development

On the other end, public-led housing is funded and operated by government entities, such as housing authorities or municipalities. These projects rely on grants, tax credits, and other public funding to ensure long-term affordability.

- **Strengths**: Can directly target affordability needs, ensuring that units remain accessible to low- and moderate-income households.
- **Limitations**: Public funding is limited, and projects often take longer to develop due to regulatory and financing complexities.

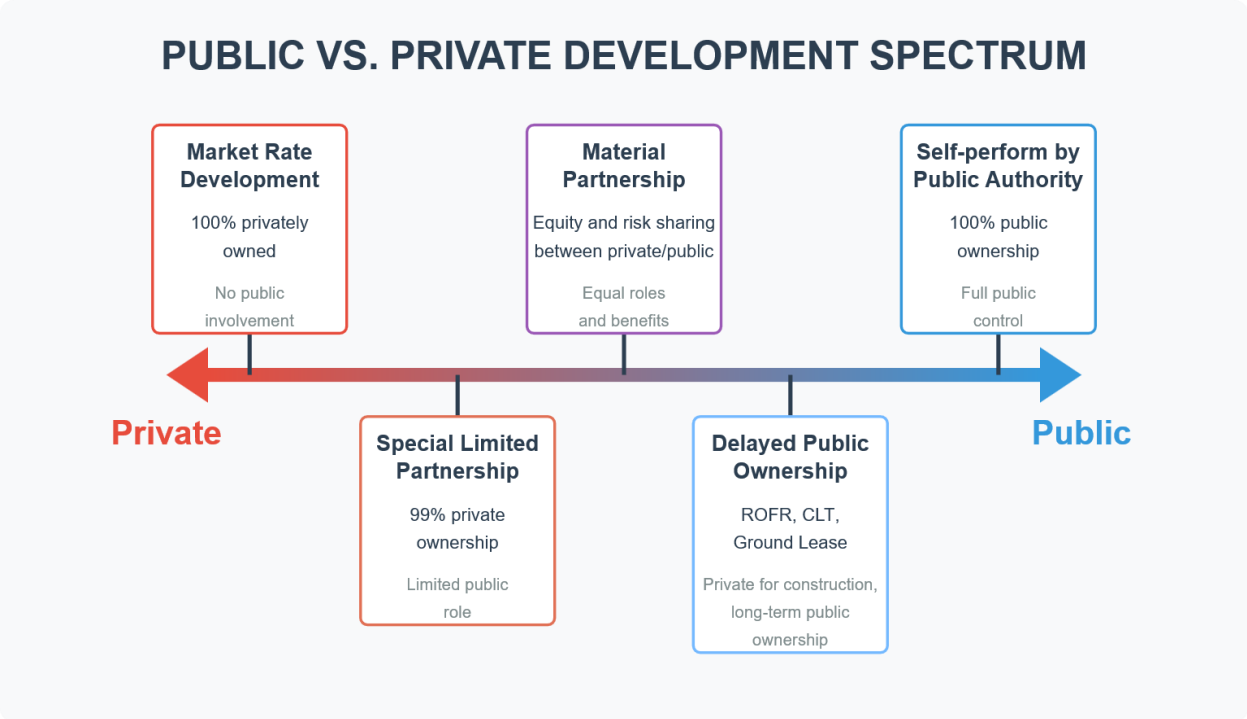


The Middle Ground: Mixed-Finance and Public-Private Models

Between fully private and fully public development, a range of mixed-finance and public-private partnership (PPP) models exist. These approaches combine elements of both, often incorporating a mix of market-rate and affordable units within the same project.

In these models, private developers may receive incentives—such as tax credits, grants, or density bonuses—in exchange for incorporating affordable housing. This balance between financial viability and social responsibility ensures that new developments contribute to a diverse and inclusive community, offering housing options for a wider range of incomes.

By strategically positioning projects within this development spectrum, communities can plan for housing that not only meets market demand but also addresses critical affordability needs. This creates a more equitable and resilient housing market, ensuring that both the middle-income "workforce" and lower-income residents have access to stable housing while keeping projects attractive to private investment.



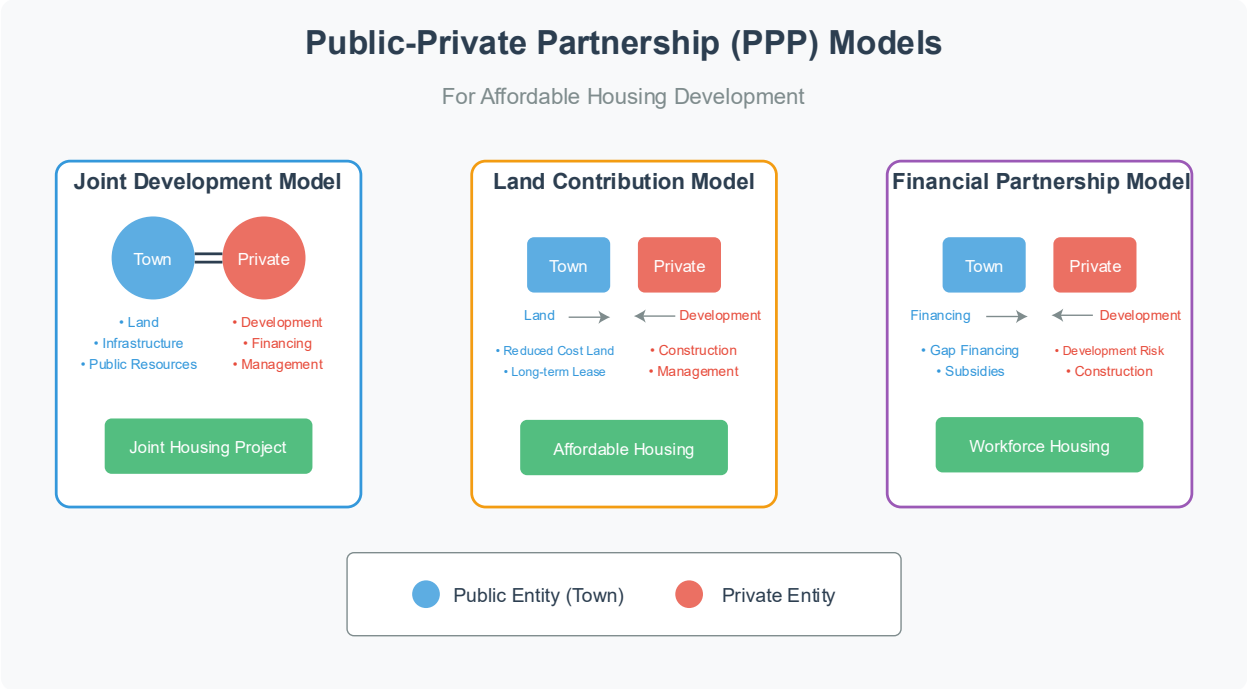
3. Public-Private Partnerships (PPP)

A public-private partnership (PPP) model blends public support with private investment to create workforce housing that meets local needs. This approach allows the Town of Eagle to leverage public resources—such as land contributions, infrastructure investments, or financial incentives—while private developers handle construction, financing, and long-term management.

A well-structured PPP approach can help bridge the gap between fully private and fully public models, making workforce housing more financially viable for developers while ensuring long-term affordability. These partnerships typically follow one of three structures:

- **Joint Development Model** – The Town partners directly with a private developer, contributing public resources such as land or infrastructure improvements, while the developer leads construction, financing, and operations.
- **Land Contribution Model** – The Town provides land at a reduced cost or through a long-term lease, enabling private developers to construct and manage housing while adhering to affordability requirements. The long-term leases (75-99 years) effectively function like ownership for the developer while ensuring long-term affordability through the lease terms. The long-term lease agreements typically include provisions that transfer liability to the developer/property manager.
- **Financial Partnership Model** – The Town offers financial support, such as gap financing or subsidies, while private partners take on the development risk and lead construction efforts.

For the Town of Eagle, finding the right balance on this spectrum will depend on local priorities, funding availability, and private-sector participation. A well-executed PPP structure can reduce financial barriers, expand housing supply, and create a sustainable affordable housing solution that benefits both the community and investors.



Risk Allocation in PPPs

A well-structured PPP ensures that risks are assigned to the entity best equipped to manage them. The public sector takes on responsibilities related to land use approvals and long-term affordability compliance, while the private sector assumes financial and operational risks.

- **Public Sector Responsibilities:** The Town can de-risk projects by offering incentives such as expedited permitting, zoning reform, or infrastructure investments. It also ensures

long-term affordability compliance, particularly when using deed restrictions or other affordability mechanisms such as Land Use Restriction Agreements (LURAs) that set income limits, rent caps, and affordability periods, Community Land Trust (CLT) Agreements and Limited Equity Cooperatives that cap resale values to preserve affordability.
- **Private Sector Responsibilities:** Private developers carry the burden of construction costs, securing financing, and operational management. Market-driven innovation, such as cost-effective design and value engineering, helps reduce overall development expenses.

By structuring workforce housing projects as public-private partnerships, the Town of Eagle can reduce financial barriers, expand housing supply, and ensure long-term affordability without shouldering the entire cost burden.

4. Funding Sources and Opportunities

Local & Regional Funding

Inclusionary Housing Program – The Town of Eagle has implemented the Local Employee Residency Program (LERP), which requires new residential developments with ten or more units to allocate 15% of the units as affordable and 35% of the units as resident occupied (no affordability requirements). This program aims to ensure that a share of new housing stock remains accessible to the local workforce, thereby promoting sustainable communities.

- **Fee-in-Lieu Option** – Developers who cannot meet the on-site LERP requirements have the option to pay a fee in lieu, which is deposited into a dedicated housing fund. These funds can be used to support workforce housing projects, land acquisition, or other affordable housing initiatives within the Town of Eagle.

Workforce Housing Funds – The Eagle County Housing and Development Authority (ECHDA) actively manages various programs to address affordable housing needs. In late 2021, Eagle County generated $50 million for workforce housing by selling the Lake Creek Village apartments. These funds have been allocated to create and acquire hundreds of new housing units across the County, with plans to add 500 more by the end of 2025.

Short-Term Rental Revenue – The Town of Eagle currently imposes a 6% lodging occupation tax on short-term rentals, with revenue split equally between the Town's Open Space Fund and marketing/events initiatives. To further support affordable housing, the Town could consider reallocating a portion of this tax Revenue, or implementing an additional short-term rental fee or tax, specifically dedicated to housing initiatives. This approach has been adopted by other Colorado municipalities, such as the Town of Avon, where voters approved a short-term rental tax estimated to generate between $1 million and $1.5 million annually for community housing initiatives.

Public-Private Partnerships (P3s): The Town of Eagle collaborates with private developers and local employers to expand workforce housing. The following projects are other regional examples demonstrating effective public-private partnerships.

- **Two10 at Castle Peak (Eagle County)**
  - A $9.5 million LEED Gold Certified 22-unit apartment complex within the town serving as workforce housing, with future plans to transition to independent senior housing.
  - A collaboration between Eagle County and ECHDA, this project provides below-market-rate rents to support the local workforce.
- **Habitat for Humanity Partnership (Town of Vail & Eagle County)**
  - Timber Ridge Phase II redevelopment includes 10 affordable homes for ownership by families earning up to 80% of the Area Median Income (AMI).
  - A partnership between Habitat for Humanity Vail Valley, the Town of Vail, and Eagle County Government, with $4 million committed to zero-interest mortgages for qualified buyers.
  - Homes will remain deed-restricted to maintain affordability for future generations.

General Obligation (GO) Bonds

GO bonds are debt instruments issued by municipalities, backed by the full faith and credit of the issuing entity, and repaid through general taxation, often property taxes. These bonds can finance a wide range of public projects, including affordable housing initiatives. For example, the City and County of Denver periodically authorizes GO bond programs to fund public capital improvement projects, with voter approval. While GO bonds are a valuable tool for urban centers, rural resort communities in Colorado often find greater success through state-supported initiatives and flexible funding programs tailored to their unique needs.

Revenue Bonds

Revenue bonds are another financing tool where the debt is repaid from the income generated by the specific project or source, rather than general taxation. Municipalities can issue revenue bonds to support affordable housing projects, with repayment sourced from housing project revenues or dedicated fees. For instance, Garfield County has approved the allocation of revenue bonds toward residential rental projects and single-family mortgage loans for low- and moderate-income households. Additionally, the Town of Nederland is considering revenue bonds, repaid through specific project-generated income, to finance infrastructure projects.

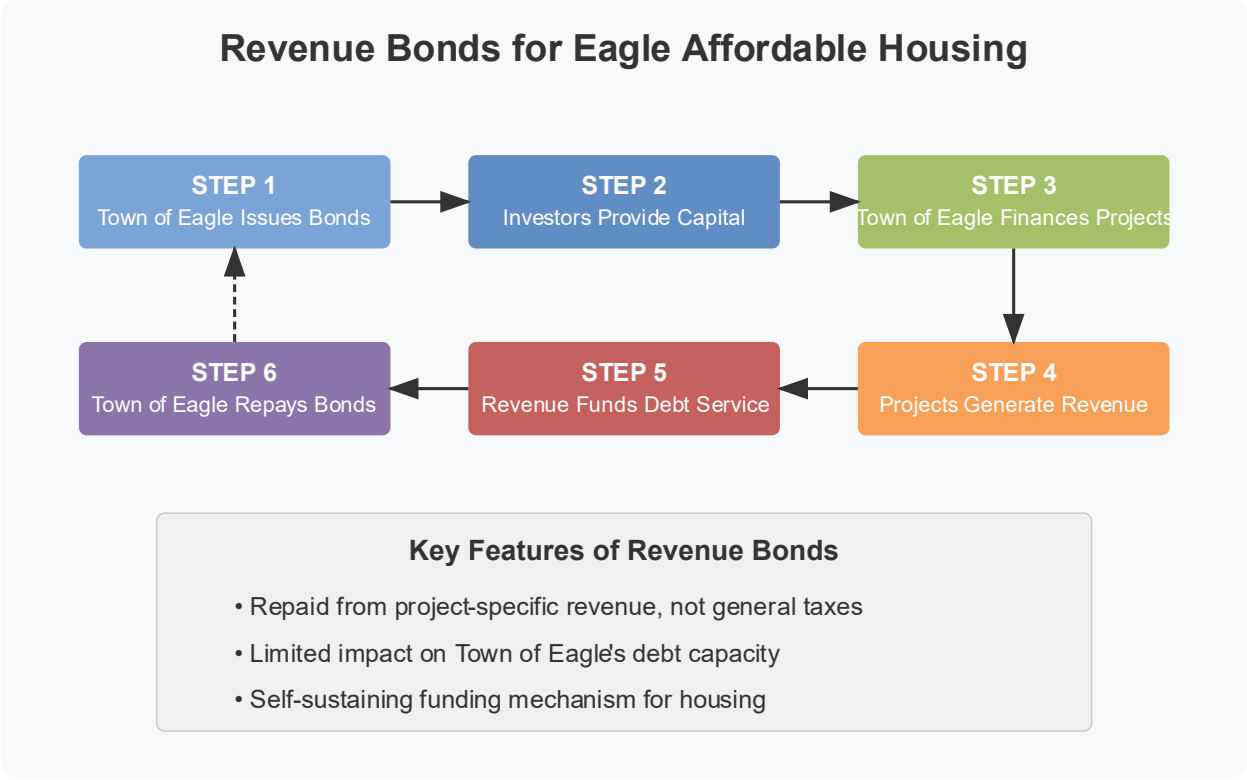
Revenue bonds are typically assessed against projects that generate a dedicated revenue stream sufficient for repayment. Some common examples include:

- **Multifamily Rental Housing:** Revenue bonds are often used for workforce and affordable rental projects, where rents contribute to debt repayment.

- **Mixed-Use Developments:** If a portion of a development includes public infrastructure or housing, municipalities may assess a revenue bond-backed fee on certain components (e.g., a housing impact fee on commercial space).
- **Public-Private Partnerships (P3s):** Revenue bonds may support developments where the municipality and private sector collaborate, such as transit-oriented developments or housing adjacent to municipal facilities.
- **Infrastructure-Dependent Commercial Developments:** Some municipalities apply revenue bonds to infrastructure improvements (e.g., parking structures, utilities) that support commercial projects.

Revenue bonds can be a useful tool, but they may deter commercial developments if they reduce profitability or introduce financial risk. The structure of the bond and how repayment obligations interact with commercial revenues are key factors in whether they act as a disincentive.

Implementing GO or revenue bonds requires careful planning and community engagement. Key steps include assessing the town's debt capacity, securing voter approval (for GO bonds), and ensuring a reliable revenue stream for bond repayment. Collaborating with financial advisors and legal counsel can help structure bond offerings that align with the town's housing objectives and financial standing.



State Funding (Colorado)

DOLA & DOH Housing Programs – The Colorado Department of Local Affairs (DOLA) and its Division of Housing (DOH) offer various funding programs to support affordable housing development across the state. These programs provide grants and loans to assist in the creation and preservation of affordable housing units for households earning up to 100% of the Area Median Income (AMI).

Funding Programs:

- **Affordable Housing Development Grants and Loans:** DOLA/DOH administer funds to assist in the development and preservation of affordable housing. These funds can be used for new construction, acquisition, and rehabilitation of rental and ownership housing units. The goal is to increase the availability of affordable housing for low- to moderate-income households.
- **Housing Development Grant (HDG) Program:** This program provides grants to local governments, housing authorities, and non-profit organizations for the acquisition, rehabilitation, and new construction of affordable housing. The HDG program aims to address the housing needs of low-income populations and can be a valuable resource for projects targeting households at or below 100% AMI.
- **HOME Investment Partnerships Program (HOME):** The HOME program offers federal funding to states and localities to support a wide range of activities, including building, buying, and rehabilitating affordable housing for rent or homeownership. Funds can also be used for direct rental assistance to low-income individuals. Projects utilizing HOME funds often target households at or below 80% AMI but can be structured to assist those up to 100% AMI, depending on specific program guidelines.

CHFA Low-Income Housing Tax Credits (LIHTC) – Utilize competitive and non-competitive tax credits to finance affordable rental units. LIHTC projects must maintain affordability for a minimum of 15 years, with many extending to 30 years or more under extended-use agreements.

CHFA Middle-Income Housing Tax Credits (MIHTC) - New in 2025, MIHTC supports the development of affordable middle-income housing serving residents earning between 80%-120% AMI and up to 140% AMI in rural resort communities.

Proposition 123 Affordable Housing Funding – Proposition 123, approved by Colorado voters in November 2022, established the State Affordable Housing Fund (SAHF), dedicating 0.1% of state income tax revenue—approximately $300 million annually—to support affordable housing initiatives.

The Affordable Housing Fund is divided between two main programs:

1. Affordable Housing Financing Fund (60%)

Managed by the Office of Economic Development and International Trade (OEDIT) in partnership with the Colorado Housing and Finance Authority (CHFA), this fund receives 60% of the SAHF allocation, equating to about $180 million annually.

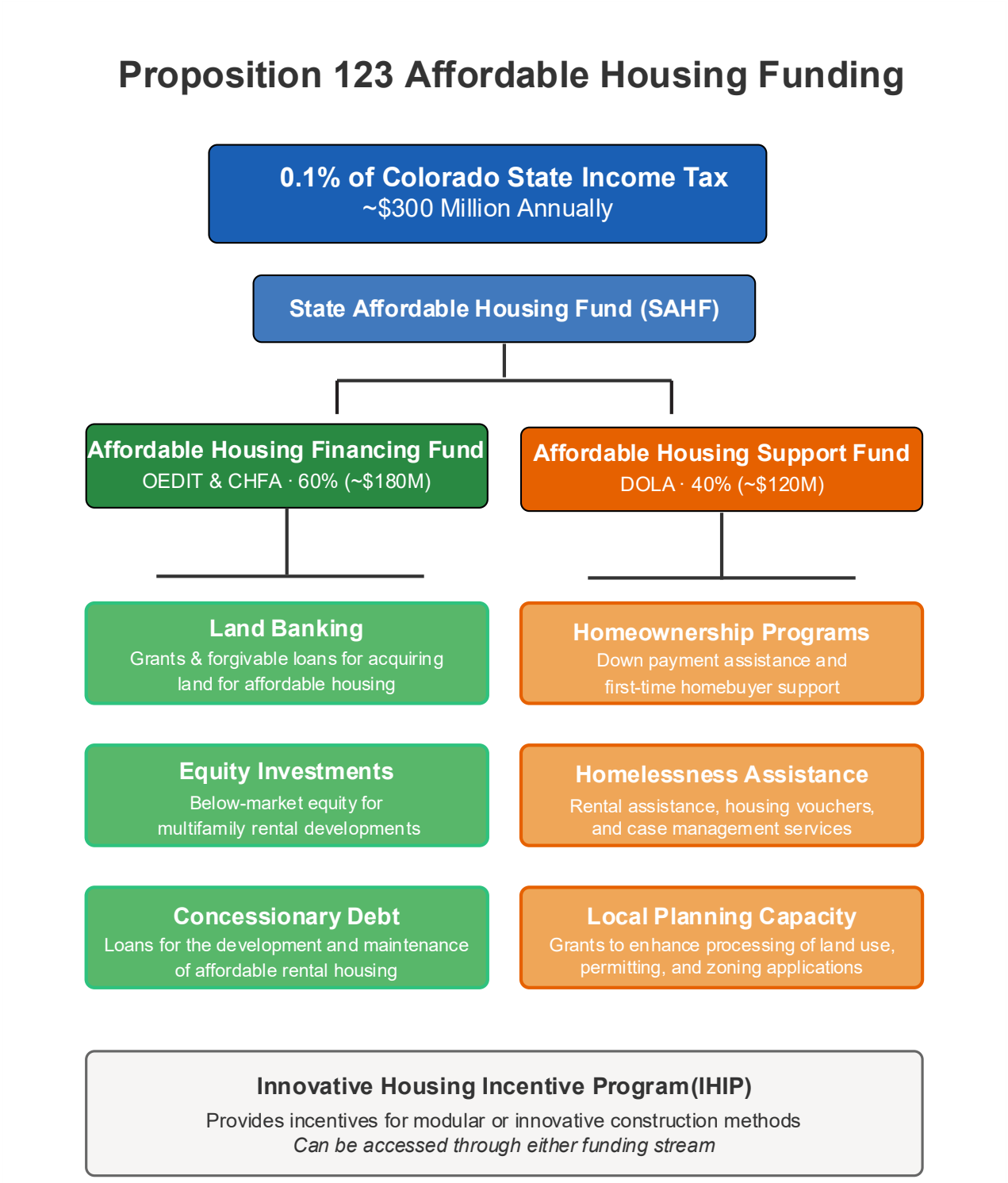
- Land Banking: Grants and forgivable loans for acquiring and preserving land designated for affordable housing development.
- Equity Investments: Below-market-rate equity investments to support the creation or preservation of low- and middle-income multifamily rental developments.
- Concessionary Debt: Loans aimed at facilitating the development and maintenance of affordable rental housing.

2. Affordable Housing Support Fund (40%)

Administered by the Department of Local Affairs (DOLA), this fund receives the remaining 40% of the SAHF allocation, approximately $120 million annually. It is dedicated to:

- Affordable Homeownership Programs: Initiatives providing down payment assistance and other support for first-time homebuyers meeting specific income criteria.
- Homelessness Assistance: Programs offering rental assistance, housing vouchers, and case management services for individuals experiencing homelessness.
- Local Planning Capacity Development: Grants to local governments to enhance their ability to process land use, permitting, and zoning applications efficiently.

Innovative Housing Incentive Program (IHIP) – If applicable, apply for incentives for modular or innovative construction methods to help offset the significantly higher construction costs in mountain communities.


Proposition 123 Affordable Housing Funding
0.1% of Colorado State Income Tax
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DOLA · 40% (~$120M)
Land Banking
Grants & forgivable loans for acquiring land for affordable housing
Homeownership Programs
Down payment assistance and first-time homebuyer support
Equity Investments
Below-market equity for multifamily rental developments
Homelessness Assistance
Rental assistance, housing vouchers, and case management services
Concessionary Debt
Loans for the development and maintenance of affordable rental housing
Local Planning Capacity
Grants to enhance processing of land use, permitting, and zoning applications
Innovative Housing Incentive Program(IHIP)
Provides incentives for modular or innovative construction methods
Can be accessed through either funding stream

Federal Funding

HUD HOME & CDBG Funds – Leveraging federal programs can significantly enhance affordable housing initiatives in the Town of Eagle. Two primary sources of such funding are the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME).

Community Development Block Grants (CDBG)

The CDBG program, administered by the U.S. Department of Housing and Urban Development (HUD), provides annual grants to states and local governments to support community development activities. These funds aim to:

- Develop viable communities by improving infrastructure and public facilities.
- Provide suitable living environments for low- and moderate-income individuals.
- Expand economic opportunities through housing and community projects.

In Colorado, the Department of Local Affairs (DOLA) oversees the distribution of CDBG funds for non-entitlement areas, including the Town of Eagle. Public hearings are required before submitting an application to ensure there is opportunity for community input.

HOME Investment Partnerships Program (HOME)

The HOME program is another HUD initiative designed to create affordable housing for low-income households. Funds can be used for:

- Building, buying, and rehabilitating affordable housing.
- Rental assistance programs for low-income households.
- Homeownership assistance for first-time homebuyers.

In Colorado, DOLA administers HOME funds for areas not receiving direct HUD allocations, and ECHDA plays a role in managing local projects.

Regional Partnership: Eagle County Housing and Development Authority (ECHDA)

ECHDA is the primary agency responsible for securing and administering CDBG and HOME funds in the region.

- ECHDA's programs support homeownership, rental housing, and workforce housing solutions throughout Eagle County.
- ECHDA acts as a conduit for federal funding, ensuring compliance with state and federal requirements while supporting local housing initiatives.

Alternative & Private Funding

Employer-Assisted Housing (EAH) Programs – Engage large employers (e.g., healthcare, ski resorts, service industries) in co-investing in workforce housing solutions, particularly for projects serving employees in the 80-120% AMI range.

- **Town of Eagle Employee Home Ownership Program (EHOP):** This program offers financial assistance to full-time, permanent Town employees for purchasing homes within Eagle County. Eligible employees may receive up to $40,000 for homes outside the within the Town of Eagle and up to $20,000 for homes outside the Town of Eagle but within Eagle County.

Impact Investments & Social Impact Bonds – Attracting mission-driven investors and philanthropic organizations can provide flexible capital for housing initiatives in the Town of Eagle, supplementing traditional funding sources. Several organizations and regional models support affordable housing through impact investments:

Regional Examples & Opportunities

- **Habitat for Humanity Vail Valley**

  Celebrating 30 years in Eagle County, Habitat has built 146 homes and aims to construct 50+ additional homes by 2029. The organization secured $4 million in funding from the Town of Vail and Eagle County to provide zero-percent mortgage loans for the Timber Ridge Phase II redevelopment in Vail.

- **Eagle Villas Apartments Preservation**

  This 120-unit LIHTC property was sold in 2024 for $39 million, highlighting the role of private investment and tax credits in preserving workforce housing in the area.

- **Impact Development Fund (IDF)**

  IDF has partnered with the Eagle County Housing & Development Authority to manage Down Payment Assistance programs and other financing solutions for first-time homebuyers.

- **Colorado Impact Fund**

  This private equity fund invests in Colorado-based companies that generate positive social impact, with potential applications for housing development.

Community Land Trust Model – A Community Land Trust (CLT) can help maintain long-term affordability for homeownership in the Town of Eagle, particularly in high-value areas where land costs significantly impact housing affordability. While no formal CLT currently

operates in Eagle, exploring regional models and local partnerships can provide a strong foundation.

- **Eagle Valley Land Trust (EVLT)**

  While EVLT primarily focuses on land conservation, it holds over 7,700 acres under conservation easements. Partnering with EVLT could provide a framework for establishing a local development minded CLT, ensuring housing affordability alongside conservation goals.

4. Risk Mitigation Strategies

Developing workforce housing in the Town of Eagle requires careful risk management to ensure financial stability and project success. The following risk mitigation strategies help address key challenges related to construction costs, market fluctuations, and financing uncertainties.

Construction Cost Containment

Rising construction costs can significantly impact the affordability of workforce housing. Strategies to mitigate cost escalation include:

- Value Engineering – Optimizing design and material selection to reduce costs while maintaining quality.
- Prefabricated Elements – Using modular or panelized construction methods to shorten build time and reduce labor costs.
- Bulk Purchasing Agreements – Partnering with suppliers to secure volume discounts on materials, mitigating cost volatility.

Market Risk Mitigation

Housing demand and affordability fluctuate over time. Strategies to reduce exposure to market risks include:

- Pre-Sales Requirements for Ownership Units – Ensuring a minimum number of units are sold before construction begins to secure financial viability.
- Flexible AMI Targeting – Structuring affordability levels across a range of Area Median Income (AMI) bands to increase the pool of eligible buyers or renters.
- Phased Construction Approach – Building in stages to allow adjustments based on market conditions, reducing the financial risk of unsold or vacant units.

Financing Risk Management

Economic conditions, interest rates, and funding availability can impact project financing. Key risk mitigation strategies include:

- Interest Rate Locks – Securing fixed financing rates early in the project to protect against rising interest costs.
- Contingency Reserves – Maintaining a financial buffer to cover unexpected cost overruns, ensuring project continuity.
- Multiple Funding Source Backup Options – Diversifying funding sources, including grants, tax credits, and employer-assisted housing contributions, to reduce dependency on any single funding mechanism.

5. Financial Framework

Developing workforce housing in the Town of Eagle requires careful financial planning to ensure affordability while covering land, construction, and infrastructure costs. Based on cost assumptions from similar mountain communities, we estimate the following per-unit development costs for rental and ownership housing:

Rental Housing Development (Multi-Family Apartments)

- **Estimated Per-Unit Cost:** $400,000
- **Cost Drivers:**
    - Higher construction costs due to materials, labor, and transportation in mountain regions
    - Site development expenses, including roads, utilities, and permitting
    - Land acquisition, which varies based on location, zoning, and infrastructure availability
- **Total Projected Cost:** To be finalized based on unit count

Ownership Housing Development (Townhomes/Condos)

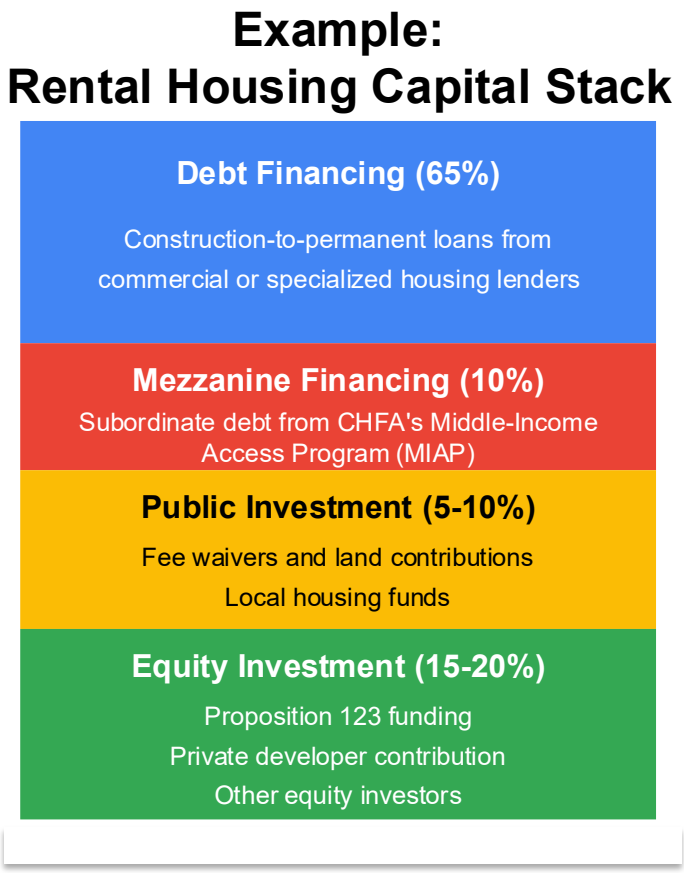
- **Estimated Per-Unit Cost:** $600,000
- **Cost Considerations:**
    - Larger unit sizes and higher-quality finishes compared to rental units
    - Additional infrastructure and land development costs
    - Affordability mechanisms, such as deed restrictions or down payment assistance
- **Total Projected Cost:** To be determined based on final unit count

6. Sources of Capital

The proposed funding strategy employs a diversified capital stack similar to successful models in similar resort communities:

For Rental Development:

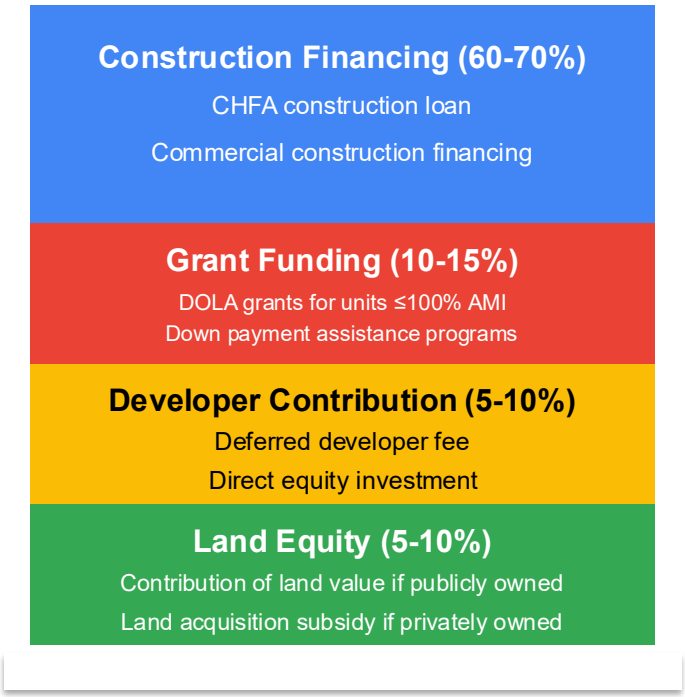
1. **Debt Financing (65%)**: Construction-to-permanent loans from commercial lenders or specialized housing lenders
2. **Mezzanine Financing (10%)**: Subordinate debt from CHFA's Middle-Income Access Program (MIAP)
3. **Public Investment (5-10%)**:
    - Fee waivers and land contributions
    - Local housing funds
4. **Equity Investment (15-20%)**:
    - Proposition 123 funding
    - Private developer contribution
    - Other equity investors



For Ownership Development:

1. **Construction Financing (60-70%)**:
    - CHFA construction loan or commercial construction financing
2. **Grant Funding (10-15%)**:
    - DOLA grants for units serving households at or below 100% AMI
    - Down payment assistance programs for qualified buyers
3. **Developer Contribution (5-10%)**:
    - Deferred developer fee
    - Direct equity investment
4. **Land Equity (5-10%)**:
    - Contribution of land value if publicly owned
    - Land acquisition subsidy if privately owned

Example:
Ownership Housing Capital Stack



TOWN OF EAGLE, COLORADO
ORDINANCE NO. 11
(Series of 2025)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AMENDING TITLE 4 OF THE TOWN CODE TO CREATE A FAST-TRACK REVIEW PROCESS FOR AFFORDABLE HOUSING PROJECTS, ADDING A NEW SECTION TO CHAPTER 4.17 OF THE LAND USE AND DEVELOPMENT CODE AND REPEALING AND REPLACING SECTION 13.14.030. OF THE BUILDING CODE

WHEREAS, pursuant to C.R.S. § 31-15-103, municipalities shall have power to make and publish ordinances which are necessary and proper to provide for the safety, to preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such municipality and the inhabitants thereof not inconsistent with the laws of this state; and

WHEREAS, the Town of Eagle (the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Eagle Home Rule Charter (the "Charter"); and

WHEREAS, pursuant to Section 1.01.080 of the Eagle Town Code (the "Code"), the Town Council may amend the Code and pursuant to Section 4.17.120 of the Code, the Town may amend the Land Use and Development Code (the "LUDC"); and

WHEREAS, Colorado Proposition 123, or "Colorado's Affordable Housing Financing Fund" was approved by Colorado voters in November, 2022, dedicating 0.1% of state income tax to fund housing programs and developments; and

WHEREAS, local governments are only eligible for this funding if their program or development takes place in cities or counties that have adopted an affordable housing review fast track ordinance; and

WHEREAS, the Town Council desires to amend Title 4 and Title 13 of the Code creating a new process for fast-track review for affordable housing projects; and

WHEREAS, it is in the interest of the public health, safety, and welfare of the Town to amend the Code as set forth in this Ordinance.

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

Section 1. **Recitals**. The foregoing recitals are hereby incorporated as if set forth herein in full.

Section 2. **Amendment to Code – 4.02.050.A.4.** Title 4, Section 4.02.050. of the Code is hereby amended to add the following purpose statement:

Section 4.02.050. - Inclusionary housing requirements for affordable and local employee residency (LERP).

A. *Purpose*.

* * * *

4. This section is distinct from the process described in Section 4.17.160. Affordable Housing Express Lane Review. This subsection 4.02.050 is applicable to all new developments and additions of housing within the Town, whereas Section 4.17.200 is a process by which projects meeting the requirements described therein may be processed expeditiously. Definitions for affordable housing in Section 4.17.160. and affordable housing unit in Section 4.02.050. are applicable only in those respective sections of the LUDC and shall not be applied to other sections of the Code.

Section 3. Amendment to Code – 4.17.160. Affordable Housing Express Lane Review. Title 4, Chapter 4.17 of the Code is hereby amended to add the following process:

Section 4.17.160. Affordable Housing Express Lane Review.

A. Overview

1. The Town is required to provide Express Lane review for projects that have fifty percent (50%) or more units qualifying as Affordable Housing per section 4.17.160.B. Projects that include development applications identified in Table 4.17-24: Express Lane Review Application Review Requirements are eligible for the Express Lane Review and Decision Process. Express Lane applications shall be given priority over other projects in the development review process and processed within ninety (90) days of determination of completeness per sections 4.17.030 and 4.17.040 or within the time period otherwise specified under C.R.S. § 29-32-105.
    a. In the context of this section, priority means giving preference to review of an Express Lane application over review of non-Express Lane applications. The following may apply:
        i. Public Hearings of Express Lane Applications shall be scheduled on the next available hearing date; and
        ii. If an application is continued by the approval authority, the applicant shall be given preference on the next available hearing date.
2. An applicant may opt out of the ninety (90) day Express Lane Review Process at any time, with a written request to the Community Development Director.

B. Affordable Housing Defined

1. For the purpose of this section, Affordable Housing is defined as follows:
    a. Costs less than thirty percent (30%) of household monthly income; and
    b. Rental housing at or below sixty percent (60%) Area Median Income (AMI); or
    c. For-sale housing at or below one-hundred percent (100%) AMI; or
    d. Otherwise meets the definition of “affordable housing” under C.R.S. § 29-32-101.

C. Applicability and Eligibility

1. To be eligible for the Express Lane Review Process, the development shall:
    a. Include a legally binding affordability mechanism, such as a deed restriction, use covenant, land trust, or other legally enforceable mechanism, to ensure continued affordability of Affordable Housing dwelling units or lots, as defined in Section 4.17.160.B; and
    b. Be a residential development project with affordable housing restrictions on a minimum of fifty percent (50%) of the total proposed dwelling units or lots.

2. Applications that are eligible for Express Lane review, if they meet the Affordable Housing requirements, as defined in this section, are outlined in Table 4.17-24.

Table 4.17-24: Express Lane Review Application Types

Application Type	Eagle Town Code Section
Land Use	
Administrative or Minor Use Permit	4.17.060C.2
Conditional Use Permit	4.17.080B
Special Use Permit	4.17.080E
Development Permit	4.17.080C
Administrative	
Minor	
Major	
PUD Concept Plan	4.08.060
PUD Final Plan	4.08.060
PUD Amendment	4.08.070
Minor Subdivision, Final Plat	4.17.100C
Condominium/Town home, Final Plat	4.17.100F
Amended or Corrected Final Plat	
Variance	4.17.080F
Other	
Building Permit	13.14.030

D. Concurrent Applications in Express Lane Review

1. For a development that may require multiple application types eligible for Express Lane review, applications may be submitted for concurrent processing at the discretion of the Director. In such case, the total timeframe for the complete package of applications shall be ninety (90) days. For example, if a minor development application and minor subdivision application are submitted for concurrent review, the total timeframe for review of both applications together shall be ninety (90) days rather than ninety (90) days per application, or one-hundred and eighty (180) days. An applicant may also request sequential stacking of applications where each application is reviewed within its own (90) day process. The applicant may also request to submit a second application once the first application has been deemed complete. The allowance for any of these concurrent processes will be at the discretion of the Director and will be based on capacity of planning staff and referral agencies.

E. Review Procedures

1. Applications eligible for the Express Lane review are typically processed in accordance with the following steps and as stated in State of Colorado Proposition 123, C.R.S. § 29-32-101, et. seq. Additional supporting documents may be required and are listed on the Town of Eagle Website.
    a. **Step 1:** Pre-submittal Conference with Staff and appropriate referral agencies and as defined in Section 4.17.160.F. (Express Lane Submittal Requirements

and Complete Application).

b. **Step 2:** Application Submittal and Completion Review. An applicant shall submit the appropriate application form and supporting materials as determined in the pre-submittal conference(s) with staff and referral agencies for review of completion as defined in Section 4.17.160.F. (Express Lane Submittal Requirements and Complete Application).

c. **Step 3:** Complete Application and Action. Once an application is determined complete per Step Two (2), the ninety (90) day Express Lane review process begins.

d. **Step 4:** Scheduling and Notice of Public Hearings. Should an application be required to go through the Public Hearing process per section 4.17.050 (Scheduling and Notice of Public Hearings), the Express Lane application shall be noticed for the Planning and Zoning Commission in addition to the Town Council Public Hearing Agenda at the same time.

e. **Step 5:** Review and Decision-Making. A final decision by the appropriate decision-making body as determined in Section 4.17.060 (Review and Decision-Making), shall be made within ninety (90) days of a complete application determination.

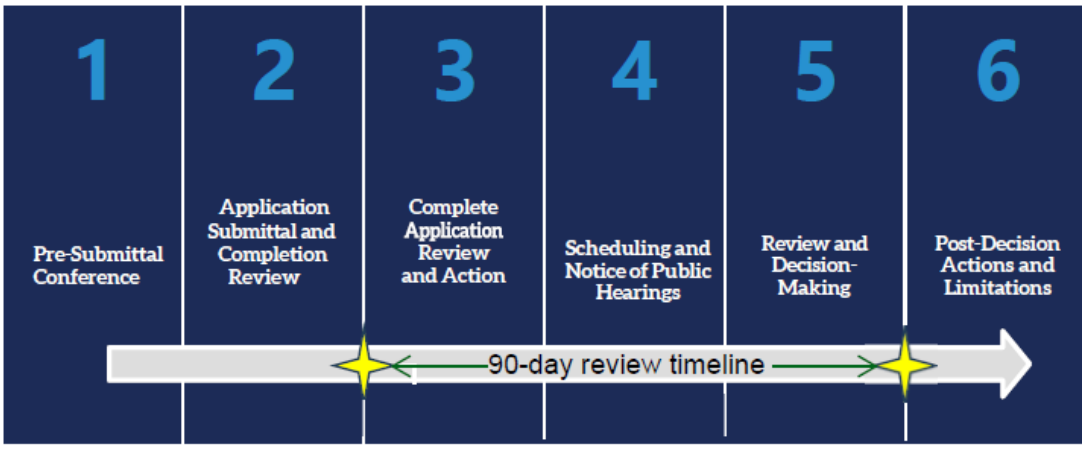
   i. Final decision includes either approval or denial of the application and does not include a recommendation from a recommending body or post approval steps.

   ii. A final decision may include approval with conditions, provided that the only conditions attached are those required to bring the application into compliance with the standards in this code.

f. **Step 6:** Post Decision. Post decision determination on each application is made in writing as defined in Section 4.17.070 (Post Decision Actions and Limitations) and is not included in the Express Lane review timeframe.

2. The processes for the above types of applications listed in Section 4.17.160.C.3 (Applicability and Eligibility) may be found by clicking on the section links provided in Table 4.17-24 (Express Lane Review Application Types).

F. Submittal Requirements and Complete Application



1. All applications reviewed in the Express Lane shall be required to attend a pre-submittal conference(s) as outlined below:

   a. Town Staff will provide support in determining the required application(s) and, if necessary, the timing of multiple application submittals (i.e., whether they may be processed concurrently or must be processed sequentially as outlined in Section 4.17.160.D (Concurrent Applications in Express Lane);

b. Inform the applicant of submittal requirements;
c. Provide the applicant with an expected time frame for the Express Lane review process, outline expectations for Staff and referral agency review and applicant re-submittal;
d. Discuss general compliance with the zoning, use, density, development, and design standards, and attempt to identify potentially significant issues regarding compliance;
e. Determine whether additional Pre-Submittal Conference(s) will be necessary;
f. Discuss the need for any neighborhood meetings and public notice requirements; and
g. Engage the applicant in conversation with other departments or agencies to discuss potential significant considerations prior to application submittal.

2. An application is deemed complete when all of the following requirements for submittal per the application review checklist held at Community Development Department Office and as outlined in Sections 4.17.030 (Application and Submittal Review) and 4.17.040 (Complete Application and Review Action) are met. Complete Express Lane applications consider the following;
a. The applicant bears the burden of ensuring that the Express Lane application contains sufficient information to demonstrate compliance with the Code, application requirements, and contains all required supporting documents;
b. A complete application review will be conducted for all Express Lane applications to determine that all required submittal materials are included in the submission;
c. The Director shall make a determination of application completeness and only initiate the review and processing of complete Express Lane applications;
d. If the application is determined to be complete, the Director shall communicate with the applicant, in writing, the timeframe for Express Lane review. The application shall then be processed according to the procedures set forth in this Chapter, not to exceed ninety (90) days from completeness date.

3. If an application is determined to be incomplete, the Director shall notify the applicant of any missing materials or requirements that need to be met for the application to be complete. Timeframes to ensure timely review of materials by Staff and turnaround times for the applicant may be discussed during pre-submittal. No further processing of an incomplete application shall occur, and the application shall be considered inactive until such time sufficient submittals are provided.

4. Review process shall follow the applicable procedures per application type as defined in this Chapter and within the Town of Eagle Administrative Manual held online or within the Community Development Department Office.

G. Extensions

1. An applicant may request a one-time extension, in writing, for an additional ninety (90) days for compliance with state law or court order, or for a review period required by another local government, or agency within or outside the Town of Eagle, for any component of the application requiring that government's or agency's approval.

2. The Town of Eagle may implement a thirty (30) calendar day extension to work with an applicant on addressing comments or revisions to an application. The extension period shall not exceed the time between the request and the applicant's response, plus thirty (30) days. The applicant must provide the requested information or revisions promptly and, whenever possible, respond to the extension with acknowledgment within five (5) business days.

Section 4. **Amendment to Code Section 13.14.030. – Issuance of Permits**. Title 13, Section 13.14.030. of the Code is hereby repealed and replaced, as follows:

Section 13.14.030. – Issuance of Permits.

*** * * ***

A. The Building Official shall issue a permit where:

1. Application for a permit has been made in accordance with the provisions of this chapter.
2. The proposed work set out in the application conforms to this Title, the Town Land Use and Development Code, and all other laws, regulations, resolutions or orders applicable within the Town, including the necessity of a development permit if required pursuant to Chapter 4.17.
3. Pursuant to Section 4.17.160, a building permit application shall be reviewed and issued a final decision within ninety (90) days of complete application to the Building department where:
    a. The application for building permit is for a development of fifty percent (50%) or more affordable housing as defined in Chapter 4.17.160.B. (Express Lane Review) and;
    b. The application is determined "complete" where all required documents are submitted per Section 13.14.040. - Application, contents.
4. All construction drawings, applications, and permit fees have been submitted and approved, including those for plumbing, electrical, and mechanical portions of the project. A footing and foundation permit may be awarded prior to the reception of other permit information if adequate structural and site plan information has been provided.

B. The Building Official shall not issue a permit where:

1. The proposed work, as set forth in the application, or the proposed use of the building or structure when completed, does not comply with the provisions of the Town Land Use and Development Code.
2. The following improvements, in the subdivision where the proposed building or structure is located, have not been installed or have not been approved by the Town Engineer:
    a. Survey monuments.
    b. Wastewater lines and laterals to each lot.
    c. Water mains and laterals to each lot.
    d. Fire hydrants.
    e. Storm drainage structures.
    f. Grading, base construction and paving of streets and alleys.
    g. Soil stabilizing structures.
    h. Utilities, including telephone, cable television, electrical service, and gas lines, or as required by the applicable subdivision improvements agreement or development permit.
3. The proposed site is located in a development requiring a development permit pursuant to Chapter 4.17 and said development permit has not been issued.
4. The proposed site is located, all or in part, within any area determined by the Building Official to necessitate special building requirements as a result of potential avalanche, earth movement, floods, surface water, or other potentially hazardous conditions, or is located within an area of special flood hazard as designated pursuant to Chapter 4.14, and any special permits required by said chapter have not been obtained by the applicant.

All special building requirements included in any special permit shall be incorporated into the permit issued to the applicant under this Title.

5. In the opinion of the Building Official, the results of the tests referred to in Section 13.13.040(B)(2) are not satisfactory.

INTRODUCED, READ, MOVED, AND ORDERED PUBLISHED ON OCTOBER 28, 2025.

TOWN OF EAGLE, COLORADO

By:_____
Scott Turnipseed, Mayor

ATTEST:

By: _____
Camille Deering, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 68
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ACCEPTING THE LAND INVENTORY ANALYSIS AND AFFORDABLE HOUSING FUNDING STRATEGY DEVELOPED THROUGH THE AFFORDABLE HOUSING ACCELERATOR PROJECT

WHEREAS, a major objective within the Town of Eagle's 2020 Strategic Plan includes developing a strategy for housing to diversify the attainable housing stock; and

WHEREAS, the Town received a 2024 Local Planning Capacity Grant from the Colorado Department of Local Affairs (DOLA) to complete the Affordable Housing Accelerator Project (AHAP), which was undertaken in partnership with Logan Simpson; and

WHEREAS, the AHAP was designed to strengthen the Town's capacity to plan, finance, and deliver affordable housing consistent with the requirements of Proposition 123 and the Town's long-term strategic goals; and

WHEREAS, the AHAP produced three deliverables, including the Land Inventory Analysis, the Affordable Housing Funding Strategy, and the Fast-Track Review Process (the "deliverables"); and

WHEREAS, the Fast-Track Review Process will be adopted separately through Ordinance No. 11-2025, as an amendment to the Town's Land use and Development Code and Building Code; and

WHEREAS, the Town Council wishes to formally accept the Land Inventory Analysis and Affordable Housing Funding Strategy as guiding documents to inform future housing policy, site planning, and funding initiatives; and

WHEREAS, the Town Council finds that acceptance of these deliverables is in the best interests of public health, safety, and welfare, and supports continued progress toward the Town's affordable housing goals.

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

Section 1. The Town Council hereby accepts the Land Inventory Analysis and Affordable Housing Financing Strategy prepared under the Affordable Housing Accelerator Project, in substantially the form attached hereto.

Section 2. The Town Council acknowledges that the Fast-Track Review Process will be formally adopted via Ordinance No. 11-2025 as a code amendment establishing the Town's expedited development review process for qualifying affordable housing projects.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 28, 2025.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Camille Deering, Town Clerk

To: Mayor Turnipseed and Town Council
From: Ryan Johnson, PE, Town Engineer; Tom Gosiorowski, PE, Public Works Director
Date: October 28, 2025
Re: Resolution 69, Series 2025 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ADOPTING THE GRAND AVENUE CORRIDOR PLAN AS A GUIDANCE DOCUMENT TO INFORM FUTURE PROJECT PHASES, DEVELOPMENT REVIEW, ACCESS MANAGEMENT, LANDSCAPING, AND NECESSARY RIGHT-OF-WAY ACQUISITION ALONG THE GRAND AVENUE CORRIDOR.

REQUEST:

The purpose of this memorandum is twofold.

One to provide Town Council with an update on the Grand Avenue Corridor Project phasing cost breakdown, and

Two to request to adopt the Grand Ave Corridor Plan that has been developed to date as a guidance document for the Town as described in the Resolution.

BACKGROUND:

Phasing Cost Breakdown:

Following the next steps from the September 23rd Memo. Below is a breakdown of the cost per phase.

	Full Project	Phased Projects				
		Broadway	*Old Town*	*5th St Crosswalk*	*West Eagle*	*Early Action*
		$15,500,000.00	$18,000,000.00	$17,000,000.00	$20,500,000.00	$100,000.00
Total	**$69,560,000.00**	**$71,100,000.00**				

Based on Town Council feedback and staff recommendations, the Broadway Phase is identified as the preferred initial phase to begin to address existing traffic congestion along the corridor. The project limits for this phase may be adjusted as necessary to align with available or target budgets; however, priority improvements that are required elements are the construction of a roundabout at Broadway and the widening of the roadway approach to the Eby Creek roundabout.

Grand Ave Corridor Plan Adoption:

With the continued development of the Grand Ave Corridor Plan staff is requesting the council to adopt the plan as a guidance document. The 60% design plans provide the backbone from which the project phases would be building towards.

Council adoption gives staff and the community validation that the project as designed is the supported direction. This in turn provides confidence that developing the design further has a lower risk of substantial changes.

Additionally, the plan will be used for private development project coordination, landscaping conformance, identification for necessary right of way acquisition along the corridor.

BUDGET/STAFF IMPACT:

Adoption of the plan does not have an initial impact on the budget.

Budgeting for continued design and right of way acquisition on an initial phase is included in the 2026 Budget.

The 5-year CIP plan targets construction of the first phase in 2027

Given that the total project cost $71M a robust funding plan looking at the project with a phased delivery approach needs to be developed.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

1. Match Infrastructure to Quality of Life
2. Stimulate Economic Vitality and Development

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to APPROVE Resolution 69, Series 2025, “A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ADOPTING THE GRAND AVENUE CORRIDOR PLAN AS A GUIDANCE DOCUMENT TO INFORM FUTURE PROJECT PHASES, DEVELOPMENT REVIEW, ACCESS MANAGEMENT, LANDSCAPING, AND NECESSARY RIGHT-OF-WAY ACQUISITION ALONG THE GRAND AVENUE CORRIDOR.”

ATTACHMENTS:

- Resolution 69, Series 2025
- 2025-10-20-Grand Avenue Roll Plot
- Eagle Grand Ave Project Phasing Roll Plot
- Eagle Grand Avenue 60% Plans - Council Meeting 10-28-25

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 69
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ADOPTING THE GRAND AVENUE CORRIDOR PLAN AS A GUIDANCE DOCUMENT TO INFORM FUTURE PROJECT PHASES, DEVELOPMENT REVIEW, ACCESS MANAGEMENT, LANDSCAPING, AND NECESSARY RIGHT-OF-WAY ACQUISITION ALONG THE GRAND AVENUE CORRIDOR.

WHEREAS, the Town of Eagle has identified Grand Avenue as a critical transportation and community corridor that connects key residential, commercial, and civic areas within the Town; and

WHEREAS, the Town, in collaboration with community stakeholders, property owners, and agency partners, has completed the Grand Avenue Corridor Plan to a 60% design ("the Plan") to establish a coordinated long-term vision for improvements to mobility, safety, aesthetics, and development along the corridor; and

WHEREAS, the Plan provides guidance for the configuration of future transportation and infrastructure improvements, including multimodal connectivity, access management, right-of-way needs, and streetscape enhancements; and

WHEREAS, the Plan is intended to inform Town decision-making related to future capital improvement project phases, private development review, landscaping and streetscape design, and necessary right-of-way acquisition; and

WHEREAS, the Plan is not a regulatory document, but a guiding policy framework that supports the goals and objectives of the *Town of Eagle Comprehensive Plan* and other adopted planning documents; and

WHEREAS, the Town of Eagle Town Council has reviewed the Grand Avenue Corridor Plan and finds that its adoption as a guiding document will promote coordinated development, enhance transportation safety, and preserve the community character of the Grand Avenue corridor.

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

1. The Grand Avenue Corridor Plan is hereby adopted as a guidance document for the Town of Eagle.

2. Town staff shall utilize the Plan to inform future project phases, development review, access management decisions, landscaping treatments, and necessary right-of-way

acquisition, and budget preparation along the Grand Avenue corridor.

3. The adoption of this Plan does not amend existing Town codes, standards, or policies, but shall serve as an advisory resource for planning and design consistency.

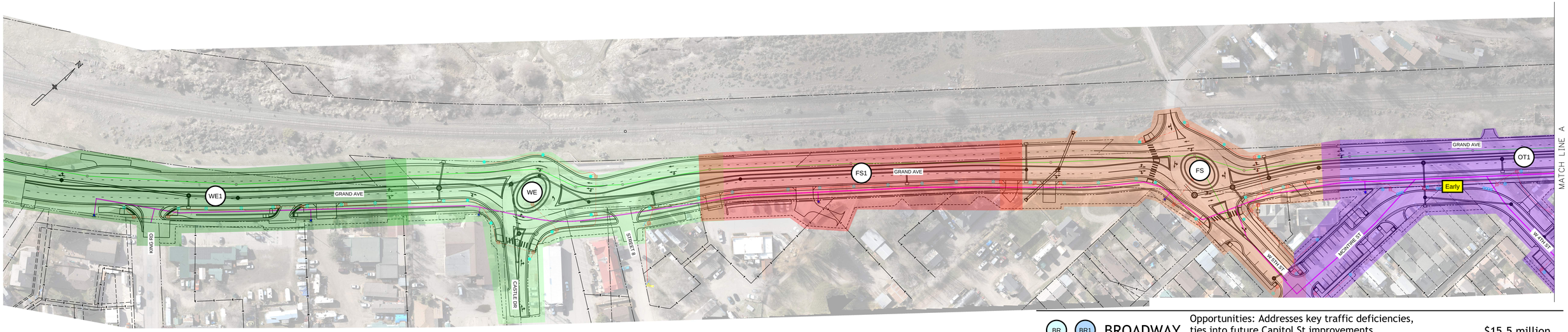
INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 28, 2025.

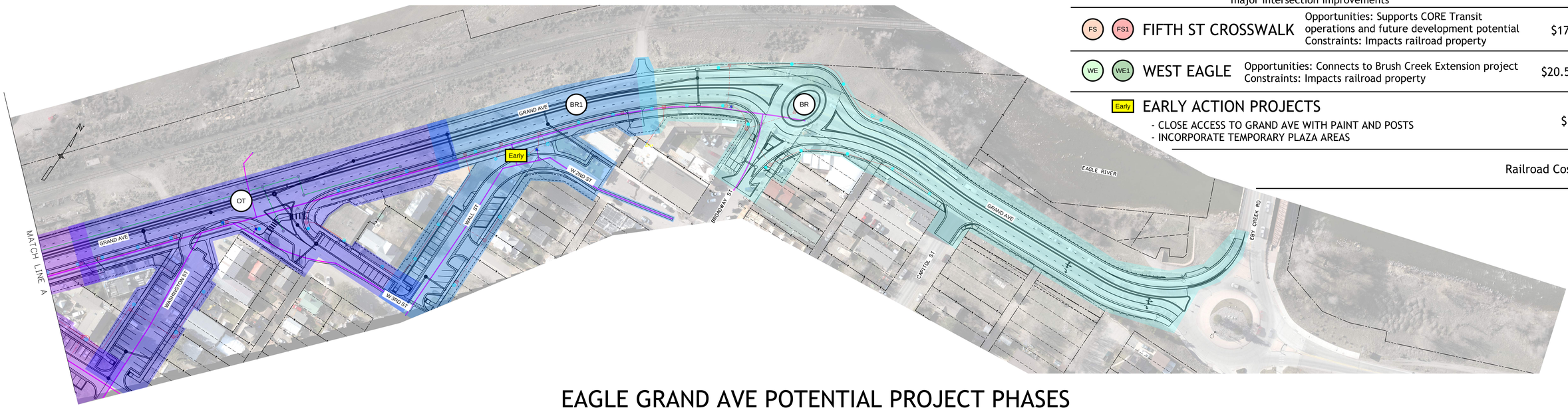
TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

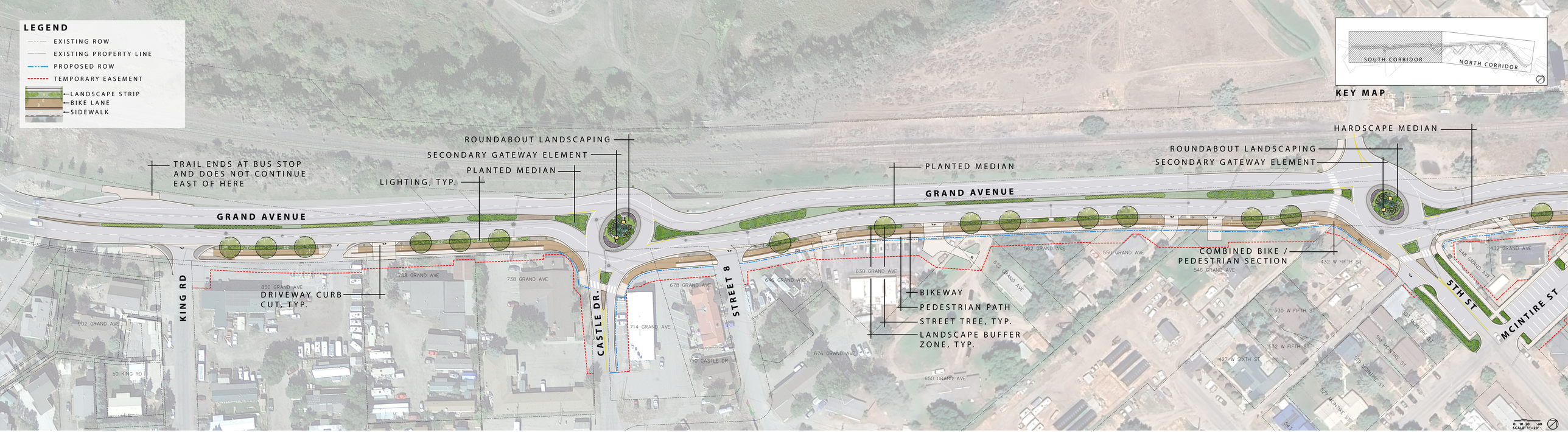
_____
Camille Deering, Town Clerk





BR BR1	BROADWAY	Opportunities: Addresses key traffic deficiencies, ties into future Capitol St improvements Constraints: Impacts railroad property	$15.5 million
OT OT1	OLD TOWN	Opportunities: Improves local roads Constraints: Impacts railroad property, no major intersection improvements	$18 million
FS FS1	FIFTH ST CROSSWALK	Opportunities: Supports CORE Transit operations and future development potential Constraints: Impacts railroad property	$17 million
WE WE1	WEST EAGLE	Opportunities: Connects to Brush Creek Extension project Constraints: Impacts railroad property	$20.5 million
Early	EARLY ACTION PROJECTS	- CLOSE ACCESS TO GRAND AVE WITH PAINT AND POSTS - INCORPORATE TEMPORARY PLAZA AREAS	$100,000
			Railroad Costs: TBD

EAGLE GRAND AVE POTENTIAL PROJECT PHASES



GRAND AVE CORRIDOR IMPROVEMENTS | SOUTH CORRIDOR

EAGLE, COLORADO

DHM DESIGN | Stolfus

PRE-60% DESIGN | OCTOBER 2025

GRAND AVE CORRIDOR IMPROVEMENTS | NORTH CORRIDOR

EAGLE, COLORADO

URM DESIGN Stolfus

PRE-60% DESIGN OCTOBER 2025

TOWN OF EAGLE, COLORADO

HIGHWAY CONSTRUCTION BID PLANS OF PROPOSED
FEDERAL AID PROJECT NO.
GRAND AVENUE MULTOMODAL RECONSTRUCTION
EAGLE, COLORADO
CONSTRUCTION PROJECT CODE NO.

Know what's below. Call before you dig.

PROJECT DESCRIPTION

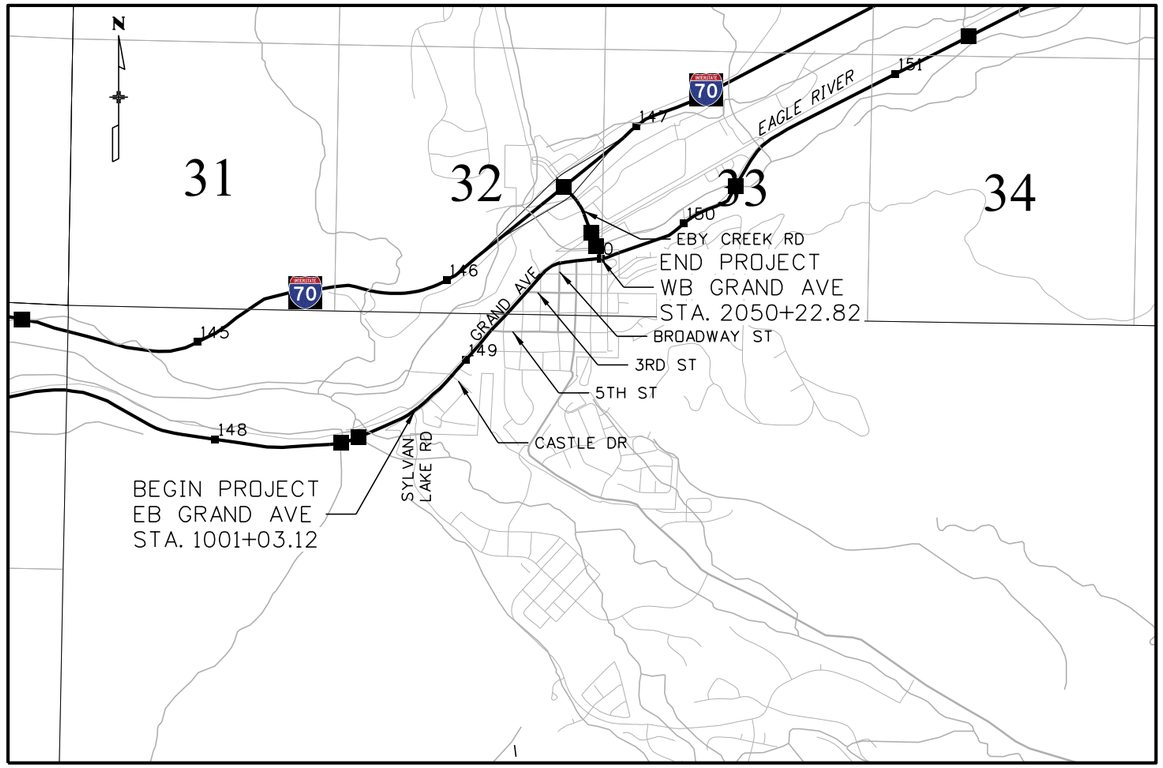
THIS PROJECT WILL WIDEN GRAND AVENUE TO TWO LANES IN EACH DIRECTION AND ADD 3 ROUNDABOUTS AT THE INTERSECTIONS OF BROADWAY STREET, 5TH STREET, AND CASTLE DRIVE. THIS PROJECT ALSO INCLUDES THE ADDITION OF A BIKEWAY AND PEDESTRIAN SIDEWALK, A RAISED MEDIAN, DRAINAGE AND WATER LINE UPGRADES, LANDSCAPING IMPROVEMENTS, WALL CONSTRUCTION, PARKING AREA IMPROVEMENTS, AND PEDESTRIAN PLAZAS.

TABULATION OF LENGTH AND DESIGN DATA

Station	Distance (ft)		
	No Work	Roadway	Major Structures
Grand Ave			
Approach to Project Begin Project EB Grand Ave STA 1001+03.12	2640		N/A
End Project WB Grand Ave STA 2050+22.82		4920	
Approach to Project	2640		
TOTAL	5280	4920	0

SUMMARY OF PROJECT LENGTH	FEET	MILES
PROJECT NET LENGTH	4920	0.932
MAJOR STRUCTURE	0	0
PROJECT GROSS LENGTH	10200	1.932

DESIGN DATA	DESIGN CRITERIA		
	Grand Ave	Broadway St/5th St/Castle Dr	2nd St/Wall St/3rd St/Washington St/4th St/McIntire St
Posted Speed	35 mph	25 mph	25 mph
Design Speed	35 mph	25 mph	20 mph
Roundabout Max Entry Speed	30 mph	25 mph	
2023 AADT	17,300		
2023 DHV Truck %	9.5%		
2043 Design Traffic - AADT	25,707		
2043 Design Traffic - DHV	9.5%		
Travel Lane Width	11 ft	12 ft	11 ft
Shoulder Width	4 ft		
Minimum SSD	250 ft	155 ft	155 ft
Maximum Grade	6%	6%	6%
Clear Zone Distance	16 ft		



PROJECT LOCATION MAP

0' 1500' 3000' 6000'

SHEET NO.			INDEX OF SHEETS
	1		TITLE SHEET
2	-	3	GENERAL NOTES
4	-	10	SUMMARY OF APPROXIMATE QUANTITIES
	11		TABULATION OF SURVEY
	12		SUMMARY OF EARTHWORK
13	-	16	TYPICAL SECTIONS
17	-	45	GEOMETRIC CONTROL PLAN
46	-	47	TABULATION OF REMOVALS
48	-	57	REMOVAL PLAN
58	-	65	TABULATION OF ROADWAY
66	-	75	ROADWAY PLAN
76	-	112	ROADWAY PROFILE
	113		TABULATION OF STORM, WATER, SANITARY, AND SWMP
	114		STORM SHEET INDEX
	115		STORM ALIGNMENT
116	-	124	STORM PLAN AND PROFILE
125	-	135	STORM LATERAL PLAN AND PROFILE
	136		SANITARY SHEET INDEX
	137		SANITARY ALIGNMENT
138	-	146	SANITARY PLAN AND PROFILE
	147		WATER SHEET INDEX
	148		WATER SHEET ALIGNMENT
149	-	156	WATER PLAN AND PROFILE
157	-	159	STORM DETAILS
	160		WATER DETAILS
161	-	170	STORMWATER MANAGEMENT PLAN
	171		UTILITY NOTES
172	-	181	UTILITY MATRIX
182	-	191	UTILITY PLAN
	192		WALL GENERAL INFORMATION
	193		EBY CREEK WALL LAYOUT
	194		ENGINEERING GEOLOGY
195	-	196	EBY CREEK WALL SECTION
197	-	199	WALL DETAILS
	200		5TH STREET WALL LAYOUT
	201		5TH STREET WALL DETAILS
	202		ROADWAY LIGHTING COVER SHEET
	203		TABULATION OF LIGHTING
204	-	206	SCHEDULE OF LIGHTING DEVICES
207	-	216	ROADWAY LIGHTING PLAN
217	-	222	ROADWAY LIGHTING DETAIL SHEET
223	-	239	SITE LAYOUT PLAN
240	-	256	LANDSCAPE PLAN
257	-	262	LANDSCAPE DETAIL
263	-	265	PLANTING SCHEDULE
266	-	267	PLANTING DETAIL
268	-	274	SITE DETAIL
275	-	293	IRRIGATION PLAN
294	-	299	TABULATION OF SIGNING AND STRIPING
300	-	309	SIGNING AND STRIPING PLAN
310	-	314	SIGN LAYOUT
	315		TABULATION OF TRAFFIC CONTROL
316	-	318	SUGGESTED PHASING PLAN

60%
10/21/2025

All seals for this set of drawings are applied to the cover page(s)

Print Date: 10/21/2025
File Name: DES_Title Sheet.dgn
Horiz. Scale: Vert. Scale: As Noted
Unit Information

Sheet Revisions		
Date:	Comments	Init.

Town of Eagle
200 Broadway Street
Eagle, CO 81631
Phone: 970-328-6354
Fax: 970-328-5203

As Constructed
No Revisions:
Revised:
Void:

Contract Information
Contractor:
Resident Engineer:
Project Engineer:
PROJECT STARTED: ACCEPTED:
Comments:

Project No./Code

Sheet Number 1

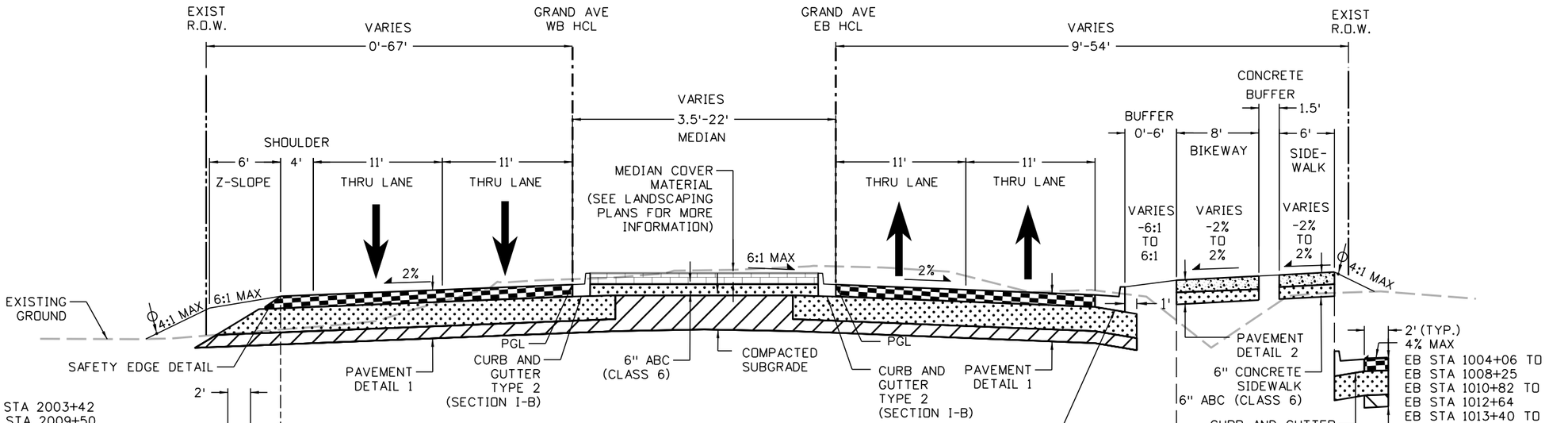
TMarcinkiewicz 5:08:12 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Title Sheet.dgn

Know what's below. Call before you dig.

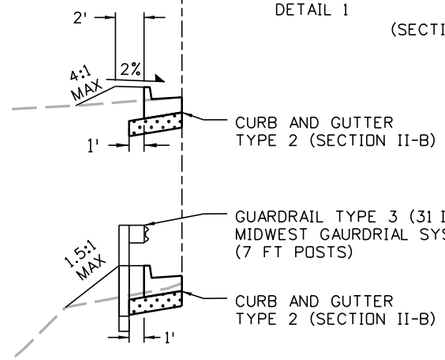
TYPICAL SECTION LEGEND

HCL - HORIZONTAL CONTROL LINE
ROW - RIGHT OF WAY
PGL - PROFILE GRADE LINE
HMA - HOT MIX ASPHALT
ABC - AGGREGATE BASE COURSE

ϕ - 6" MINIMUM TOPSOIL



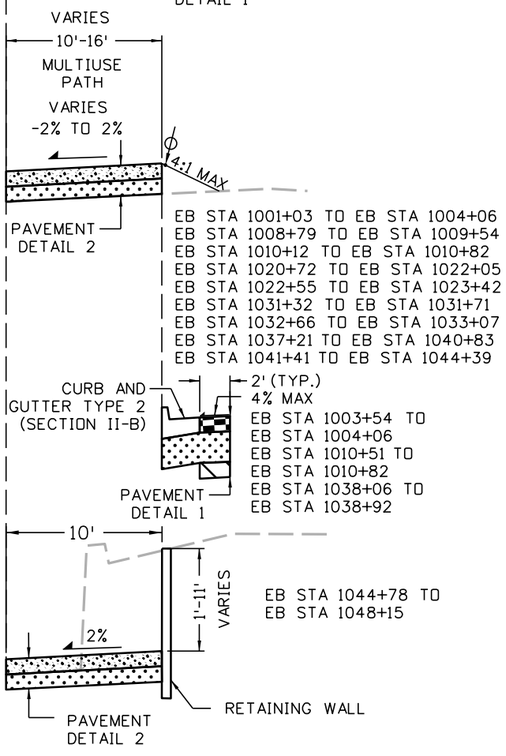
WB STA 2001+04 TO WB STA 2003+42
WB STA 2008+32 TO WB STA 2009+50
WB STA 2010+50 TO WB STA 2013+58
WB STA 2018+67 TO WB STA 2021+22
WB STA 2022+35 TO WB STA 2024+27
WB STA 2039+45 TO WB STA 2040+83
WB STA 2041+93 TO WB STA 2043+85
WB STA 2048+32 TO WB STA 2048+72

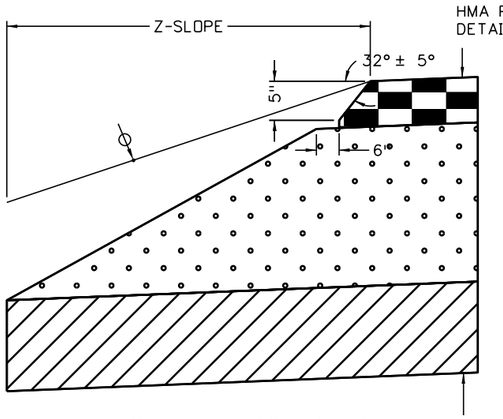


WB STA 2043+85 TO WB STA 2048+32

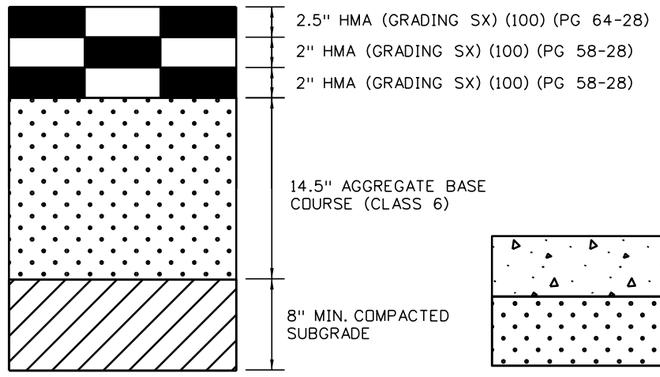
TYPICAL SECTION NO. 1

EB STA 1001+03 TO EB STA 1009+46
WB STA 2001+03 TO WB STA 2009+50
EB STA 1010+51 TO EB STA 1021+29
WB STA 2010+50 TO WB STA 2021+22
EB STA 1022+45 TO EB STA 1031+34
WB STA 2022+35 TO WB STA 2031+27
EB STA 1033+33 TO EB STA 1040+80
WB STA 2033+26 TO WB STA 2040+83
EB STA 1041+86 TO EB STA 1048+67
WB STA 2041+93 TO WB STA 2048+72

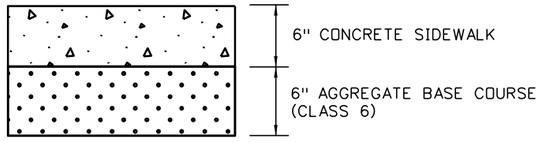




SAFETY EDGE DETAIL



PAVEMENT DETAIL 1 - FULL DEPTH HMA PAVEMENT



PAVEMENT DETAIL 2 - BIKEWAY/MULTIUSE PATH PAVEMENT

All seals for this set of drawings are applied to the cover page(s)	Print Date: 10/21/2025 File Name: DES_Typicals.dgn Horiz. Scale: 1:10 Unit Information	Sheet Revisions Date: / Comments / Init.	Town of Eagle 200 Broadway Street Eagle, CO 81631 Phone: 970-328-6354 Fax: 970-328-5203	As Constructed No Revisions: Revised: Void:	TYPICAL SECTIONS Designer: BTT Detailer: BDK Sheet Subset: TYPICAL Structure Numbers Subset Sheets: 01 of 04	Project No./Code Sheet Number 13

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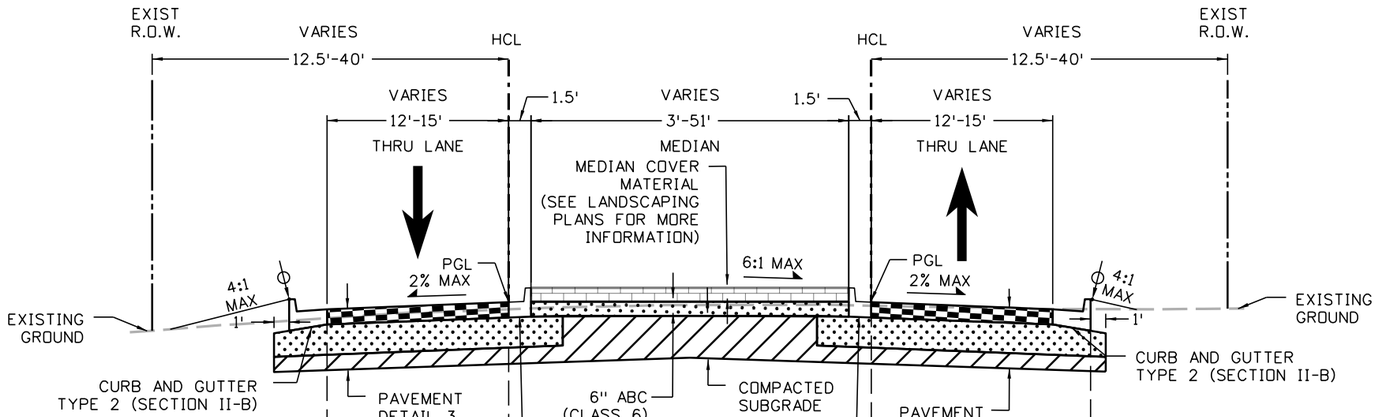
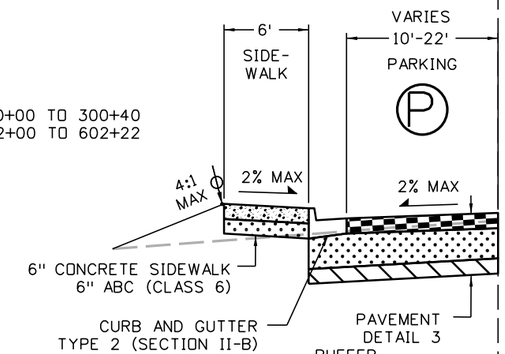
Know what's below. Call before you dig.

TYPICAL SECTION LEGEND

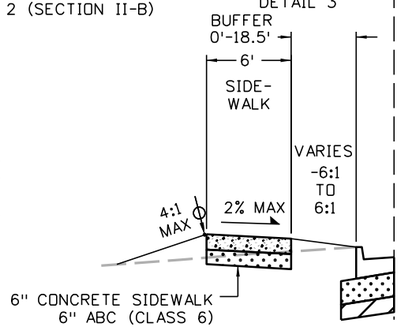
HCL - HORIZONTAL CONTROL LINE
ROW - RIGHT OF WAY
PGL - PROFILE GRADE LINE
HMA - HOT MIX ASPHALT
ABC - AGGREGATE BASE COURSE
ϕ - 6" MINIMUM TOPSOIL

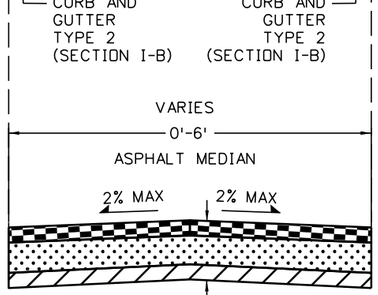


5TH ST EB STA 300+00 TO 300+40
3RD ST EB STA 602+00 TO 602+22



CASTLE DR SB STA 101+16 TO 101+40
5TH ST EB STA 300+40 TO 301+19
3RD ST EB STA 602+22 TO 602+94
BROADWAY ST SB STA 900+28 TO 901+13

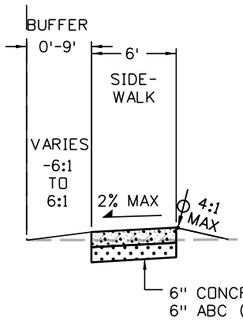




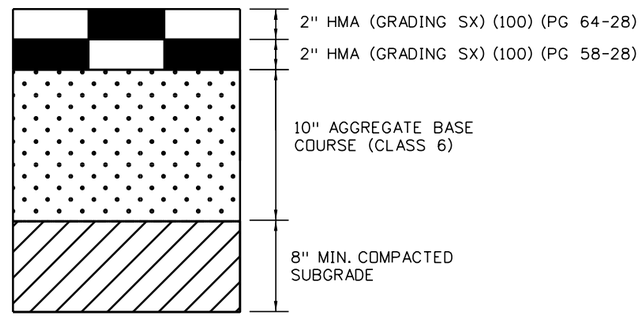
CASTLE DR NB STA 00+26 TO NB STA 01+04
5TH ST WB STA 200+95 TO WB STA 201+35
3RD ST EB STA 602+00 TO EB STA 602+27
BROADWAY ST NB STA 800+20 TO NB STA 800+66

TYPICAL SECTION NO. 2

CASTLE DR NB STA 00+26 TO NB STA 01+64
CASTLE DR SB STA 100+00 TO SB STA 101+40
5TH ST WB STA 200+95 TO WB STA 202+05
5TH ST EB STA 300+00 TO EB STA 301+19
3RD ST EB STA 602+00 TO EB STA 602+94
BROADWAY ST NB STA 800+20 TO NB STA 801+16
BROADWAY ST SB STA 900+20 TO SB STA 901+13



CASTLE DR NB STA 001+30 TO 001+64
5TH ST WB STA 200+95 TO 202+05
3RD ST EB STA 602+00 TO 602+34
BROADWAY ST NB STA 800+25 TO 801+16



PAVEMENT DETAIL 3 - SIDE STREET HMA PAVEMENT

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Sheet Revisions

Date:	Comments	Init.

Town of Eagle
200 Broadway Street
Eagle, CO 81631
Phone: 970-328-6354
Fax: 970-328-5203

As Constructed
No Revisions:
Revised:
Void:

TYPICAL SECTIONS

Designer: BTT
Detailer: BDK
Sheet Subset: TYPICAL
Structure Numbers:
Subset Sheets: 02 of 04

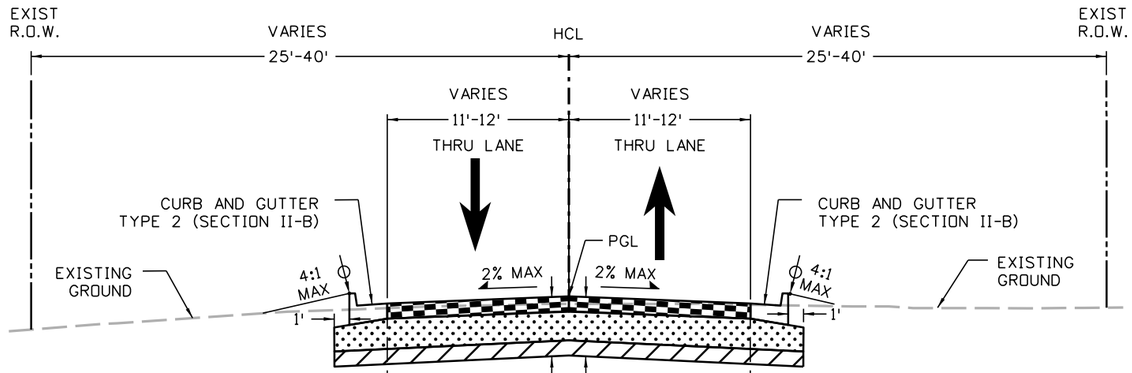
Project No./Code:
Sheet Number 14

TMarcinkiewicz 4:19:23 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Typicals.dgn

Know what's below. Call before you dig.

TYPICAL SECTION LEGEND

HCL - HORIZONTAL CONTROL LINE
ROW - RIGHT OF WAY
PGL - PROFILE GRADE LINE
HMA - HOT MIX ASPHALT
ABC - AGGREGATE BASE COURSE
ϕ - 6" MINIMUM TOPSOIL

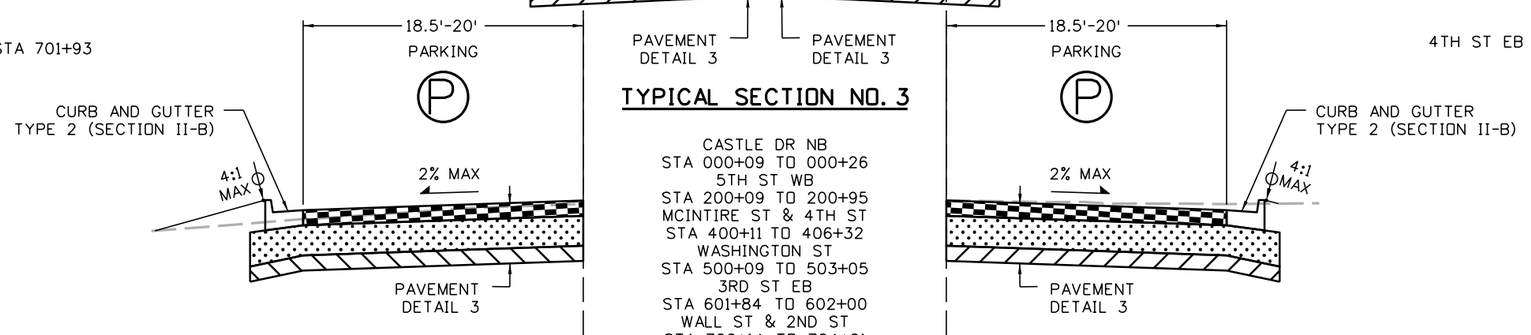


WALL ST WB STA 700+68 TO WB STA 701+93

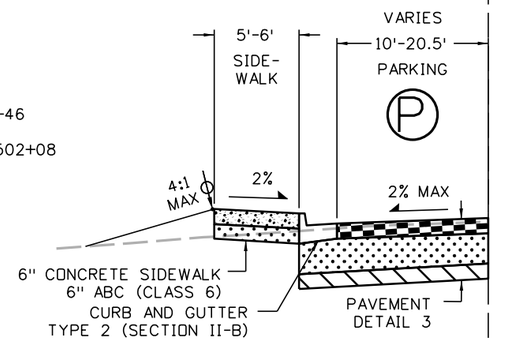
4TH ST EB STA 405+31 TO EB STA 406+03

TYPICAL SECTION NO. 3

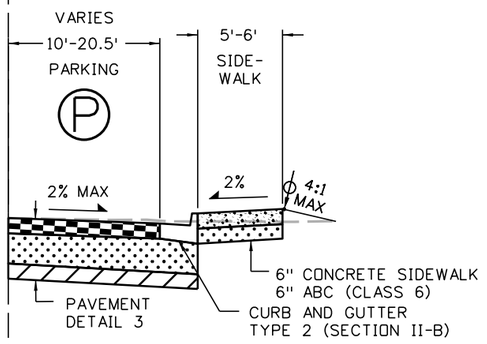
CASTLE DR NB
STA 000+09 TO 000+26
5TH ST WB
STA 200+09 TO 200+95
MCINTIRE ST & 4TH ST
STA 400+11 TO 406+32
WASHINGTON ST
STA 500+09 TO 503+05
3RD ST EB
STA 601+84 TO 602+00
WALL ST & 2ND ST
STA 700+14 TO 704+61
BROADWAY ST NB
STA 800+05 TO 800+20



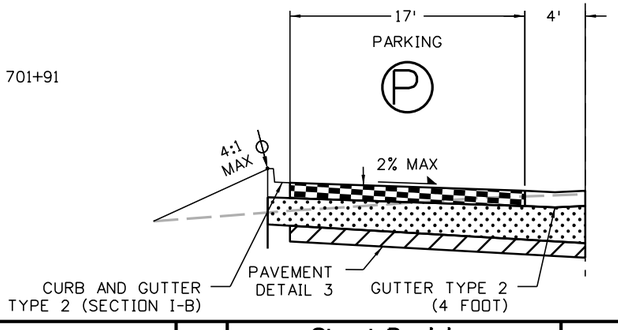
5TH ST EB STA 299+46 TO EB STA 300+24
MCINTIRE ST WB STA 400+39 TO WB STA 401+46
4TH ST WB STA 405+13 TO WB STA 406+03
WASHINGTON ST WB STA 500+43 TO WB STA 502+08
3RD ST EB STA 500+89 TO EB STA 602+18
WALL ST & 2ND ST STA 704+26 TO 704+61
2ND ST WB STA 704+23 TO WB STA 705+69



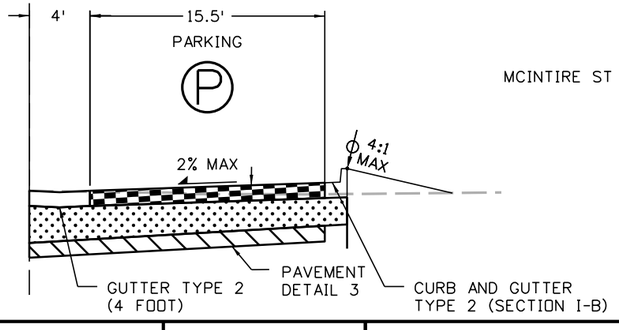
5TH ST WB STA 200+40 TO WB STA 201+35
MCINTIRE ST EB STA 400+39 TO EB STA 401+31
WASHINGTON ST EB STA 500+43 TO EB STA 502+49
3RD ST WB STA 600+43 TO WB STA 601+97
WALL ST EB STA 700+44 TO EB STA 702+43



WALL ST & 2ND ST STA 700+41 TO 701+91



MCINTIRE ST & 4TH ST STA 405+32 TO 406+02



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Eagle, CO 81631
Phone: 970-328-6354
Fax: 970-328-5203

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No Revisions:
Revised:
Void:

TYPICAL SECTIONS

Designer: BTT
Detailer: BDK
Sheet Subset: TYPICAL
Structure Numbers
Subset Sheets: 03 of 04

Project No./Code

Sheet Number 15

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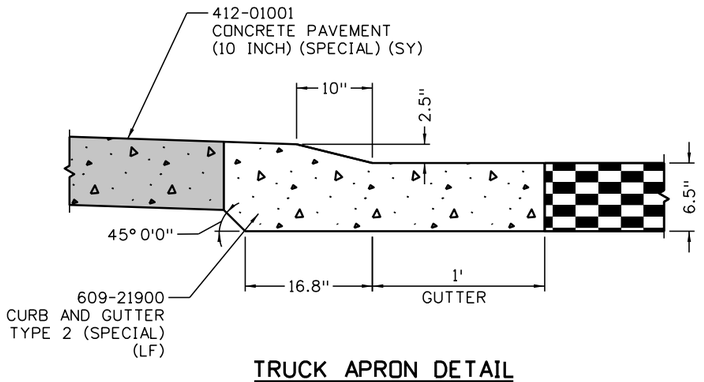
Know what's below. Call before you dig.

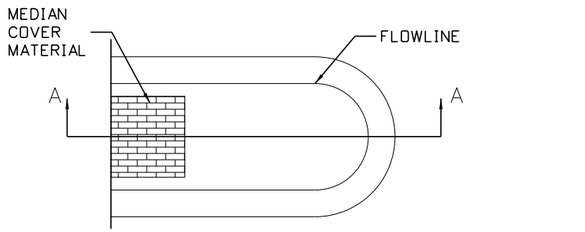
TYPICAL SECTION LEGEND

HCL - HORIZONTAL CONTROL LINE
ROW - RIGHT OF WAY
PGL - PROFILE GRADE LINE
HMA - HOT MIX ASPHALT
ABC - AGGREGATE BASE COURSE
ϕ - 6" MINIMUM TOPSOIL

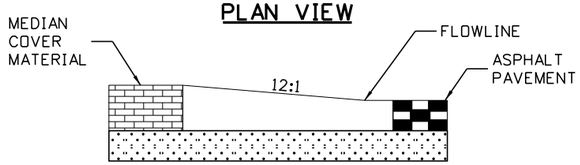


TRUCK APRON DETAIL

CONCRETE PAVEMENT (10 INCH) (SPECIAL)
SHALL INCLUDE COLORING AND A BROOM FINISH



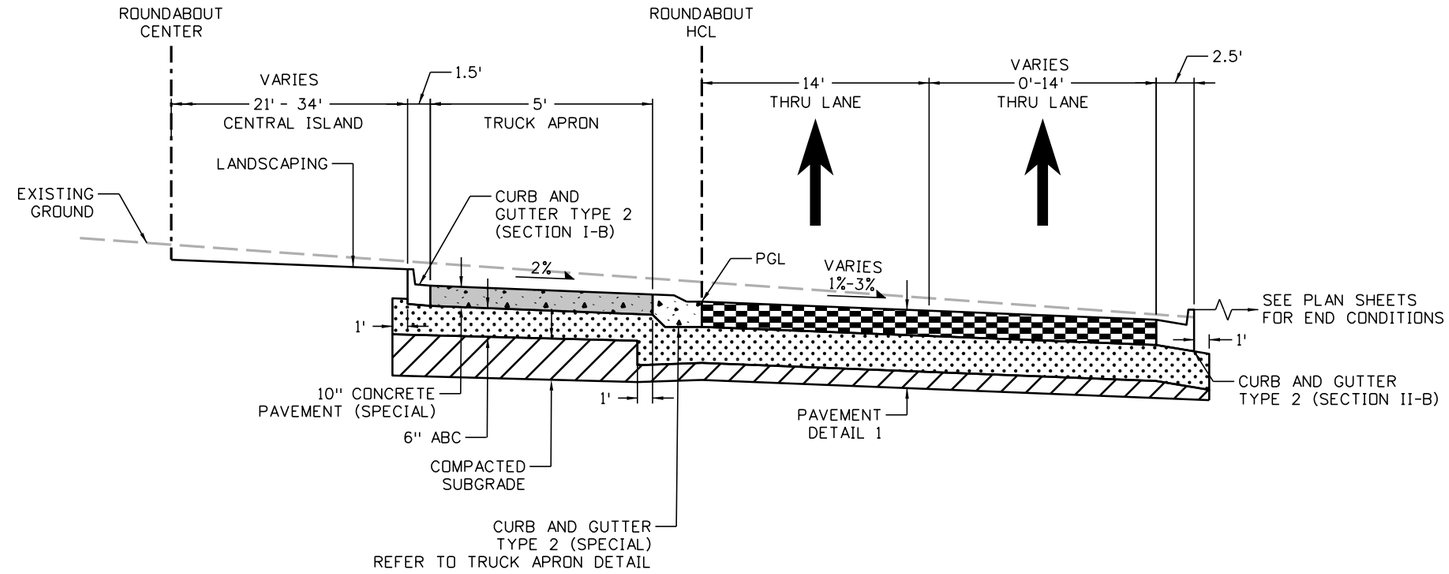
PLAN VIEW



SECTION A-A

MEDIAN NOSE WILL BE INCLUDED IN
THE COST OF CURB AND GUTTER

MEDIAN ISLAND NOSE DETAIL



TYPICAL SECTION NO. 4

ROUNDABOUT

CASTLE DR ROUNDABOUT STA 3000+00 TO STA 3002+15
5TH ST ROUNDABOUT STA 4000+00 TO STA 4002+08
BROADWAY ST ROUNDABOUT STA 5000+00 TO STA 5002+33

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Eagle, CO 81631
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Fax: 970-328-5203

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No Revisions:
Revised:
Void:

TYPICAL SECTIONS

Designer: BTT
Detailer: BDK
Sheet Subset: TYPICAL
Structure Numbers:
Subset Sheets: 04 of 04

Project No./Code

Sheet Number 16

TMarcinkiewicz 4:19:24 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Typicals.dgn

Know what's below. Call before you dig.

DRAINAGE OUTFALL LOCATION IN REVIEW TO REDUCE IMPACTS TO EXISTING FEATURES

EXISTING R.O.W.

EXISTING R.O.W.

MATCH LINE STA 1000+40

00+00

1000+00

REFER TO LANDSCAPE PLANS	CONCRETE SIDEWALK (6 INCH)
CONCRETE PAVEMENT (10 INCH) (SPECIAL)	CONCRETE PAVEMENT (6 INCH)
HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)	HOT MIX ASPHALT (PATCHING)(ASPHALT)
BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)	TOE OF FILL
	TOP OF CUT

0' 20' 40' 80'

All seals for this set of drawings are applied to the cover page(s)

Print Date: 10/21/2025
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Eagle, CO 81631
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Fax: 970-328-5203

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No Revisions:
Revised:
Void:

ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers:
Subset Sheets: 01 of 10

Project No./Code:

Sheet Number 66

TMarcinkiewicz 1:15:28 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_01.dgn

Know what's below. Call before you dig.

BEGIN HOT MIX ASPHALT
FULL DEPTH
BEGIN CURB & GUTTER
TYPE 2 (SECTION II-B)
STA. 1001+03.12, 30.62' LT

BEGIN CURB AND GUTTER
TYPE 2 (SECTION I-B)
STA. 1001+03.12, 3.40' LT

BEGIN HOT MIX ASPHALT
SX (50) PG 58-28
STA. 1001+98.68, 64.36' LT

END HOT MIX ASPHALT
SX (50) PG 58-28
STA. 1002+90.10, 54.56' LT

END CURB & GUTTER
TYPE 2 (SECTION II-B)
STA. 1003+42.28, 34.50' LT

END GUTTER
TYPE 2 (4 FOOT)
STA. 1005+90.72, 24.00' RT

END CURB AND GUTTER
TYPE 2 (SPECIAL)
END CONCRETE PAVEMENT
(10 INCH) (SPECIAL)
STA. 1005+90.63, 24.83' RT

BEGIN CURB AND GUTTER
TYPE 2 (SPECIAL)
BEGIN CONCRETE PAVEMENT
(10 INCH) (SPECIAL)
STA. 1005+76.31, 32.70' RT

UPRR

EXISTING R.O.W.

MATCH LINE STA 1000+40

MATCH LINE STA 1006+00

GRAND AVE

KING RD

BEGIN PROJECT
STA. 1001+03.12

BEGIN CONCRETE SIDEWALK
(6 INCH)
STA. 1002+34.15, 38.26' RT

END CONCRETE PAVEMENT
(6 INCH)
STA. 1001+27.61, 42.17' RT

END CONCRETE SIDEWALK
(6 INCH)
STA. 1002+99.41, 40.50' RT

BEGIN CURB & GUTTER
TYPE 2 (SECTION I-B)
STA. 1001+03.12, 1.50' LT

CONCRETE CURB
RAMP (DIRECTIONAL)

BEGIN CURB AND GUTTER
TYPE 2 (SPECIAL)
BEGIN CONCRETE PAVEMENT
(10 INCH) (SPECIAL)
STA. 1002+80.45, 24.83' RT

BEGIN CURB & GUTTER
TYPE 2 (SECTION II-B)
STA. 1001+03.33, 24.50' RT

BEGIN GUTTER
TYPE 2 (4 FOOT)
STA. 1002+88.84, 24.00' RT

BEGIN CONCRETE PAVEMENT (6 INCH)
STA. 1001+03.48, 42.28' RT

BEGIN HOT MIX ASPHALT
FULL DEPTH
STA. 1003+02.40, 26.00' RT

END CONCRETE PAVEMENT
(10 INCH) (SPECIAL)
END CURB AND GUTTER
TYPE 2 (SPECIAL)
STA. 1003+11.01, 55.35' RT

END CURB & GUTTER
TYPE 2 (SECTION II-B)
STA. 1003+13.84, 70.55' RT

END HOT MIX ASPHALT
FULL DEPTH
STA. 1003+13.84, 80.00' RT

TEMPORARY EASEMENT

END CONCRETE SIDEWALK
(6 INCH)
STA. 1005+21.66, 46.00' RT

HOT MIX ASPHALT
(PATCHING)(ASPHALT)
STA. 1005+31.53, 56.13' RT

CONCRETE CURB RAMP (TYPE 2)

END CONCRETE PAVEMENT
(10 INCH) (SPECIAL)
END CURB AND GUTTER
TYPE 2 (SPECIAL)
STA. 1003+72.20, 24.83' RT

BEGIN GUTTER
TYPE 2 (4 FOOT)
STA. 1005+49.68, 24.00' RT

BEGIN CONCRETE SIDEWALK
(6 INCH)
STA. 1003+73.48, 40.49' RT

END GUTTER
TYPE 2 (4 FOOT)
STA. 1003+63.18, 24.00' RT

BEGIN CURB AND GUTTER
TYPE 2 (SECTION II-B)
STA. 1005+67.88, 45.64' RT

CONCRETE CURB RAMP (DIRECTIONAL)

BEGIN CURB AND GUTTER
TYPE 2 (SPECIAL)

BEGIN CURB AND GUTTER
TYPE 2 (SECTION II-B)

BEGIN CONCRETE PAVEMENT
(10 INCH) (SPECIAL)
STA. 1003+49.44, 45.46' RT

END HOT MIX ASPHALT
FULL DEPTH
STA. 1003+59.84, 80.00' RT

CONCRETE CURB RAMP (TYPE 2)

HOT MIX ASPHALT
(PATCHING)(ASPHALT)
STA. 1005+78.26, 56.12' RT

BEGIN CONCRETE SIDEWALK
(6 INCH)
STA. 1005+82.16, 46.00' RT

REFER TO LANDSCAPE PLANS	CONCRETE SIDEWALK (6 INCH)
CONCRETE PAVEMENT (10 INCH) (SPECIAL)	CONCRETE PAVEMENT (6 INCH)
HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)	HOT MIX ASPHALT (PATCHING)(ASPHALT)
BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)	TOE OF FILL
	TOP OF CUT

0' 20' 40' 80'

All seals for this set of drawings are applied to the cover page(s)

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Horiz. Scale: 1:40
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Phone: 970-328-6354
Fax: 970-328-5203

As Constructed
No Revisions:
Revised:
Void:

ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers
Subset Sheets: 02 of 10

Project No./Code

Sheet Number 67

TMarcinkiewicz 1:15:29 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_02.dgn

Know what's below. Call before you dig.

UPRR

MATCH LINE STA 1006+00

MATCH LINE STA 1011+80

GRAND AVE

EXISTING R.O.W.

TEMPORARY EASEMENT

PROPOSED R.O.W.

CASTLE DR

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 1008+34.79, 38.03' LT

CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 1009+36.05, 32.77' LT

CURB AND GUTTER TYPE 2 (SPECIAL)

CURB AND GUTTER TYPE 2 (SECTION IB)

CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 1010+51.10, 35.43' LT

END CURB AND GUTTER TYPE 2 (SECTION II-B)
BEGIN GUTTER TYPE 2 (4 FOOT)
STA. 1011+34.42, 24.00' RT

BEGIN HOT MIX ASPHALT (PATCHING)(ASPHALT)
STA. 1007+82.59, 50.50' RT

END CURB AND GUTTER TYPE 2 (SECTION II-B)
END HOT MIX ASPHALT (PATCHING)(ASPHALT)
STA. 1008+24.79, 48.50' RT

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B)
BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 1006+50.62, 48.50' RT

END CURB AND GUTTER TYPE 2 (SECTION II-B)
END CONCRETE SIDEWALK (6 INCH)
STA. 1006+15.62, 48.50' RT

END CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 1009+46.02, 1.77' LT

END CONCRETE SIDEWALK (6 INCH)
STA. 1+49.04, 49.23' LT

CONCRETE CURB RAMP (PARALLEL)

BEGIN CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 1+58.63, 17.84' LT

CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 1+03.99, 2.79' LT

END CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 0+56.55, 18.88' LT

END CONCRETE SIDEWALK (6 INCH)
STA. 1011+48.39, 40.00' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 1010+49.06, 2.33' LT

BEGIN CONCRETE SIDEWALK (6 INCH)

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 1+53.39, 28.99' RT

BEGIN HOT MIX ASPHALT (PATCHING)(ASPHALT)
STA. 1+46.49, 30.64' RT

END HOT MIX ASPHALT FULL DEPTH
STA. 1+37.60, 29.66' RT

CONCRETE CURB RAMP (PARALLEL)

END CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 1+63.57, 0.95' LT

END HOT MIX ASPHALT (PATCHING)(ASPHALT)
STA. 1011+53.55, 53.50' RT

BEGIN HOT MIX ASPHALT FULL DEPTH
STA. 0+10.77, 34.34' RT

END HOT MIX ASPHALT FULL DEPTH
BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 0+09.42, 12.00' RT

REFER TO LANDSCAPE PLANS	CONCRETE SIDEWALK (6 INCH)
CONCRETE PAVEMENT (10 INCH) (SPECIAL)	CONCRETE PAVEMENT (6 INCH)
HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)	HOT MIX ASPHALT (PATCHING)(ASPHALT)
BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)	TOE OF FILL
	TOP OF CUT

0' 20 40' 80'

All seals for this set of drawings are applied to the cover page(s)

Print Date: 10/21/2025
File Name: DES_Roadway_03.dgn
Horiz. Scale: 1:40
Unit Information

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No Revisions:
Revised:
Void:

ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers:
Subset Sheets: 03 of 10

Project No./Code

Sheet Number 68

TMarcinkiewicz 1:22:35 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_03.dgn

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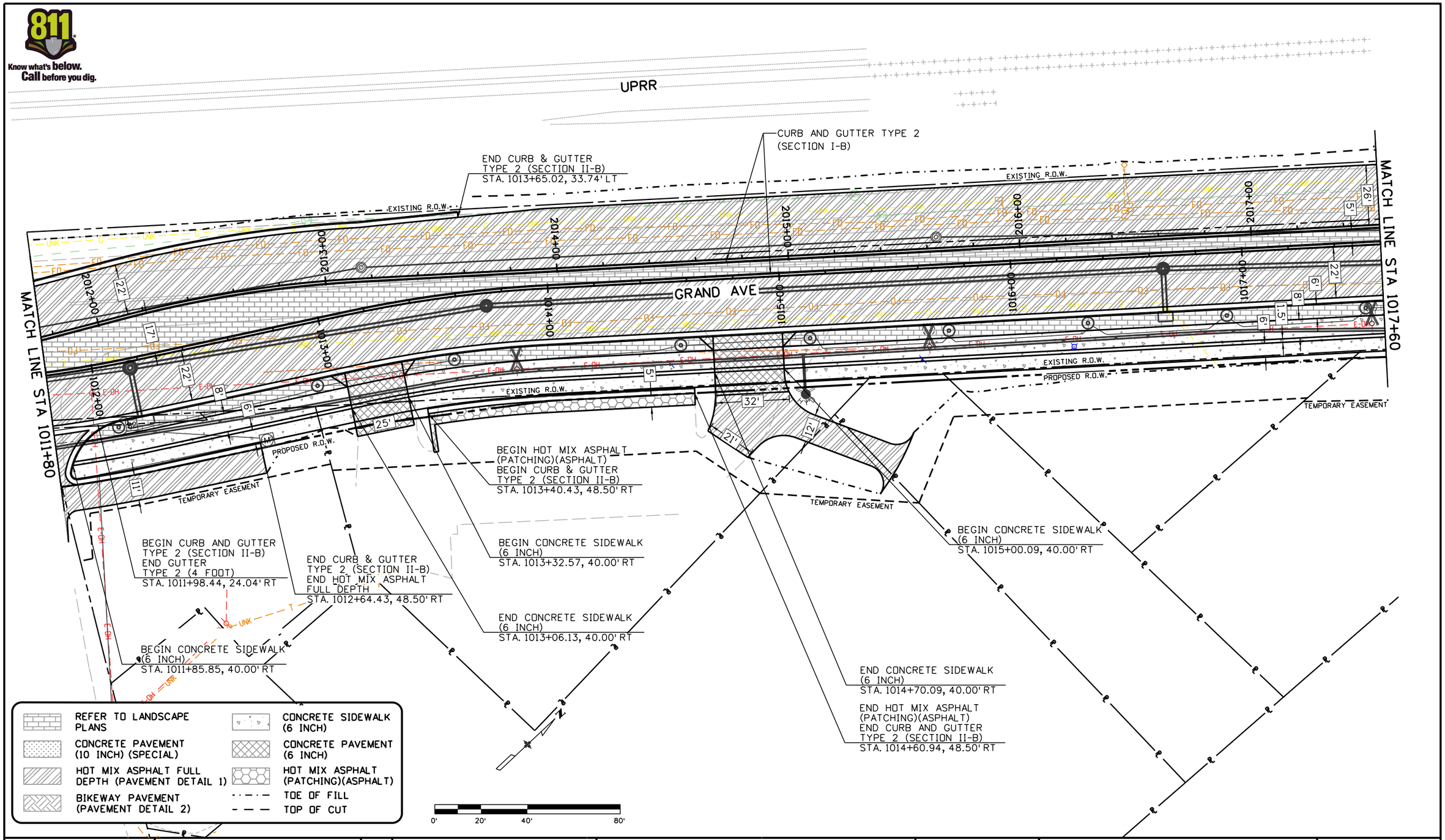

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Eagle, CO 81631
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Fax: 970-328-5203

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Revised:
Void:

ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers:
Subset Sheets: 04 of 10

Project No./Code:

Sheet Number 69

TMarcinkiewicz 4:01:50 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_04.dgn

Know what's below. Call before you dig.

UPRR

BROOKS LN

GRAND AVE

MATCH LINE STA 1017+60

MATCH LINE STA 1023+40

MATCH LINE STA 200+60

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B) HOT MIX ASPHALT FULL DEPTH STA. 1018+69.33, 35.49' LT

END CURB & GUTTER TYPE 2 (SECTION II-B) HOT MIX ASPHALT FULL DEPTH STA. 203+88.95, 8.19' LT

END CONCRETE SIDEWALK (6 INCH) STA. 203+89.66, 15.67' LT

CURB AND GUTTER TYPE 2 (SECTION I-B) STA. 1021+20.21, 17.99' LT

END CURB AND GUTTER TYPE 2 (SECTION I-B) STA. 1021+30.68, 1.17' LT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 1020+91.29, 52.69' LT

CONCRETE CURB RAMP (PARALLEL)

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B) HOT MIX ASPHALT FULL DEPTH STA. 203+88.97, 7.93' RT

CURB AND GUTTER TYPE 2 (SECTION IB)

CURB AND GUTTER TYPE 2 (SPECIAL)

BEGIN CURB & GUTTER TYPE 2 (SECTION I-B) STA. 1022+35.77, 21.46' LT

END CONCRETE SIDEWALK (6 INCH) STA. 1018+40.48, 40.00' RT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 1018+61.81, 40.00' RT

END CONCRETE SIDEWALK (6 INCH) STA. 1019+07.03, 40.00' RT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 1019+29.03, 40.00' RT

CONCRETE CURB RAMP PARALLEL

END CURB AND GUTTER TYPE 2 (SECTION I-B) STA. 202+04.62, 0.66' LT

CURB AND GUTTER TYPE 2 (SECTION I-B) STA. 202+10.28, 25.72' LT

END CONCRETE SIDEWALK (6 INCH) STA. 201+89.47, 53.40' LT

END GUTTER TYPE 2 (4 FOOT) STA. 201+89.76, 38.86' LT

CONCRETE CURB RAMP (PARALLEL)

END HOT MIX ASPHALT FULL DEPTH STA. 201+81.40, 34.82' LT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B) HOT MIX ASPHALT FULL DEPTH STA. 201+71.10, 48.68' LT

HOT MIX ASPHALT FULL DEPTH STA. 201+49.32, 44.66' LT

END CURB & GUTTER TYPE 2 (SECTION II-B) STA. 201+49.43, 35.48' LT

BEGIN HOT MIX ASPHALT FULL DEPTH

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 201+43.72, 21.05' LT

END CONCRETE SIDEWALK (6 INCH) STA. 201+37.01, 33.20' LT

BEGIN GUTTER TYPE 2 (4 FOOT)

END CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 201+32.11, 17.43' LT

CURB & GUTTER TYPE 2 (SECTION I-B) STA. 1022+44.42, 0.46' LT

CONCRETE CURB RAMP (PARALLEL)

BEGIN CURB & GUTTER TYPE 2 (SECTION I-B) STA. 201+35.36, 1.86' LT

EXISTING R.O.W.

PROPOSED R.O.W.

TEMPORARY EASEMENT

REFER TO LANDSCAPE PLANS	CONCRETE SIDEWALK (6 INCH)
CONCRETE PAVEMENT (10 INCH) (SPECIAL)	CONCRETE PAVEMENT (6 INCH)
HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)	HOT MIX ASPHALT (PATCHING)(ASPHALT)
BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)	TOE OF FILL
	TOP OF CUT

0' 20' 40' 80'

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ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers:
Subset Sheets: 05 of 10

Project No./Code:

Sheet Number 70

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Know what's below. Call before you dig.

HOT MIX ASPHALT FULL DEPTH STA. 1024+33.81, 32.53' LT

END CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 1024+33.77, 28.53' LT

END CURB AND GUTTER TYPE 2 (SECTION II-B)

END HOT MIX ASPHALT (PATCHING)(ASPHALT) STA. 1024+32.76, 46.01' RT

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 1023+79.91, 46.06' RT

MATCH LINE STA 1023+40

HOT MIX ASPHALT FULL DEPTH STA. 1026+94.05, 49.24' LT

CURB AND GUTTER TYPE 2 (SECTION I-B)

HOT MIX ASPHALT FULL DEPTH STA. 1027+10.05, 49.25' LT

MATCH LINE STA 1028+80

EXISTING R.O.W.

GRAND AVE

PROPOSED R.O.W.

CURB AND GUTTER TYPE 2 (SECTION IIB)

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 1023+76.42, 40.06' RT

BEGIN HOT MIX ASPHALT (PATCHING)(ASPHALT) STA. 1023+57.79, 46.08' RT

END CONCRETE SIDEWALK (6 INCH) STA. 1023+54.60, 40.09' RT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 400+24.75, 32.57' LT

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 400+12.30, 39.16' LT

BEGIN CURB AND GUTTER TYPE 2 (SECTION I-B) STA. 200+39.93, 12.00' RT

MATCH LINE STA 200+60

MCINTIRE ST

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) BEGIN HOT MIX ASPHALT FULL DEPTH STA.200+11.20, 36.13' LT

END GUTTER TYPE 2 (4 FOOT) STA. 402+57.25, 13.00' RT

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 402+39.65, 33.27' RT

END CURB & GUTTER TYPE 2 (SECTION II-B) STA. 402+10.89, 38.37' RT

BEGIN GUTTER TYPE 2 (4 FOOT) STA. 401+86.03, 13.00' RT

END CONCRETE SIDEWALK (6 INCH) STA. 401+95.53, 39.00' RT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 401+70.06, 39.00' LT

END CONCRETE SIDEWALK (6 INCH) STA. 401+56.06, 39.00' LT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 401+52.74, 39.00' RT

END CONCRETE SIDEWALK (6 INCH) STA. 401+41.74, 39.00' RT

END CURB & GUTTER TYPE 2 (SECTION I-B) BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 401+29.42, 15.00' RT

END CURB AND GUTTER TYPE 2 (SECTION II-B) BEGIN CURB & GUTTER TYPE 2 (SECTION I-B) STA. 400+39.42, 12.00' RT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 400+30.31, 24.62' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B) BEGIN HOT MIX ASPHALT FULL DEPTH STA. 400+12.64, 31.97' RT

END CURB AND GUTTER TYPE 2 (SECTION II-B) BEGIN CURB AND GUTTER TYPE 2 (SECTION II-M) STA. 404+50.99, 13.50' RT

BEGIN GUTTER TYPE 2 (4 FOOT) STA. 405+24.99, 13.50' RT

BEGIN CURB AND GUTTER TYPE 2 (SECTION I-B) STA. 405+27.62, 13.00' RT

END GUTTER TYPE 2 (4 FOOT) END CURB AND GUTTER TYPE 2 (SECTION I-B) BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 406+02.54, 14.00' RT

END CURB AND GUTTER TYPE 2 (SECTION II-B) END HOT MIX ASPHALT FULL DEPTH STA. 406+29.88, 31.81' RT

BEGIN HOT MIX ASPHALT (PATCHING)(ASPHALT) BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) STA. 1027+82.93, 50.50' RT

END CONCRETE SIDEWALK (6 INCH) STA. 404+52.55, 39.98' LT

BEGIN CONCRETE SIDEWALK (6 INCH) STA. 404+68.14, 39.00' LT

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B) BEGIN HOT MIX ASPHALT FULL DEPTH STA. 500+10.96, 37.38' RT

MATCH LINE STA 500+20

4TH ST

REFER TO LANDSCAPE PLANS

CONCRETE PAVEMENT (10 INCH) (SPECIAL)

HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)

BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)

CONCRETE SIDEWALK (6 INCH)

CONCRETE PAVEMENT (6 INCH)

HOT MIX ASPHALT (PATCHING)(ASPHALT)

TOE OF FILL

TOP OF CUT

0' 20' 40' 80'

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Eagle, CO 81631
Phone: 970-328-6354
Fax: 970-328-5203

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Revised:
Void:

ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers
Subset Sheets: 06 of 10

Project No./Code

Sheet Number 71

TMarcinkiewicz 1:35:03 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_06.dgn

Know what's below. Call before you dig.

MATCH LINE STA 1028+80

MATCH LINE STA 1033+80

GRAND AVE

WASHINGTON ST

3RD ST

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 1030+67.39, 38.50' RT

BEGIN GUTTER TYPE 2 (4 FOOT)
STA. 1030+45.45, 24.00' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 1030+40.74, 38.50' RT

END GUTTER TYPE 2 (4 FOOT)
STA. 1031+28.93, 24.00' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION I-B)
END CONCRETE PAVEMENT (10 INCH)(SPECIAL)
END CURB AND GUTTER TYPE 2 (SPECIAL)
STA. 1032+41.33, 3.25' LT

END CURB & GUTTER TYPE 2 (SECTION I-B)
BEGIN CONCRETE PAVEMENT (10 INCH)(SPECIAL)
BEGIN CURB AND GUTTER TYPE 2 (SPECIAL)
STA. 1032+05.33, 3.25' LT

CURB AND GUTTER TYPE 2 (SECTION I-B)
STA. 1032+36.13, 30.31' RT
END CONCRETE PAVEMENT (10 INCH)(SPECIAL)
END CURB AND GUTTER TYPE 2 (SPECIAL)
STA. 1032+47.29, 25.24' RT

END HOT MIX ASPHALT (PATCHING)(ASPHALT)
END CURB AND GUTTER TYPE 2 (SECTION II-B)
STA. 1029+92.76, 48.50' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 1029+04.54, 38.50' RT

END CONCRETE SIDEWALK (6 INCH)
END CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 1028+88.17, 46.00' RT

END HOT MIX ASPHALT FULL DEPTH
STA. 503+28.52, 8.16' RT

END CURB AND GUTTER TYPE 2 (SECTION I-B)
STA. 602+93.40, 0.94' RT

CONCRETE CURB RAMP (PARALLEL)

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 502+46.05, 38.73' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 502+37.95, 33.99' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 502+66.44, 34.37' LT

END CONCRETE SIDEWALK (6 INCH)
STA. 502+16.11, 39.50' LT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 500+32.15, 13.50' LT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 501+66.17, 33.50' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 501+42.17, 33.50' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 501+14.29, 33.50' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 500+90.29, 33.50' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 500+31.84, 13.50' RT

END CURB AND GUTTER TYPE 2 (SECTION II-B)
END CONCRETE SIDEWALK (6 INCH)
STA. 601+83.97, 38.00' LT

CONCRETE CURB RAMP (PARALLEL)
BEGIN CURB AND GUTTER TYPE 2 (SECTION I-B)
STA. 602+25.13, 2.46' RT

HOT MIX ASPHALT FULL DEPTH
STA. 601+93.98, 28.00' RT

CURB AND GUTTER TYPE 2 (SECTION II-B)
BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 601+58.83, 36.00' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 601+45.83, 36.00' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 601+34.80, 36.00' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 601+18.82, 36.00' RT

BEGIN HOT MIX ASPHALT FULL DEPTH
STA. 600+45.50, 28.00' RT

MATCH LINE STA 500+20

MATCH LINE STA 600+40

EXISTING R.O.W.

PROPOSED R.O.W.

TEMPORARY EASEMENT

REFER TO LANDSCAPE PLANS	CONCRETE SIDEWALK (6 INCH)
CONCRETE PAVEMENT (10 INCH) (SPECIAL)	CONCRETE PAVEMENT (6 INCH)
HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)	HOT MIX ASPHALT (PATCHING)(ASPHALT)
BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)	TOE OF FILL / TOP OF CUT

0' 20' 40' 60'

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ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers:
Subset Sheets: 07 of 10

Project No./Code

Sheet Number 72

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Know what's below. Call before you dig.

MATCH LINE STA 1033+80

MATCH LINE STA 1038+80

MATCH LINE STA 600+40

GRAND AVE

WALL ST

2ND ST

CURB AND GUTTER TYPE 2 (SECTION I-B)

CURB AND GUTTER TYPE 2 (SECTION II-B)

EXISTING R.O.W.

TEMPORARY EASEMENT

HOT MIX ASPHALT FULL DEPTH
STA. 1038+71.42, 56.78' LT

HOT MIX ASPHALT FULL DEPTH
STA. 1038+60.62, 57.93' LT

HOT MIX ASPHALT FULL DEPTH
STA. 1038+49.30, 32.50' LT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 1038+06.05, 40.50' RT

END CURB & GUTTER TYPE 2 (SECTION II-B)
END CONCRETE SIDEWALK (6 INCH)
STA. 1038+30.55, 40.50' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 1038+55.60, 40.50' RT

END GUTTER TYPE 2 (4 FOOT)
STA. 701+95.14, 13.00' LT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
END CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 701+92.14, 15.99' LT

END CONCRETE SIDEWALK (6 INCH)
STA. 700+67.57, 33.50' LT

BEGIN CURB & GUTTER TYPE 2 (SECTION I-B)
END CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 700+40.14, 16.01' LT

BEGIN GUTTER TYPE 2 (4 FOOT)
STA. 700+37.14, 13.00' LT

BEGIN HOT MIX ASPHALT FULL DEPTH
STA. 700+17.65, 17.33' LT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 700+23.36, 32.50' LT

BEGIN CURB AND GUTTER TYPE 2 (SECTION II-B)
BEGIN GUTTER TYPE 2 (4 FOOT)
STA. 600+31.26, 14.00' RT

END GUTTER TYPE 2 (4 FOOT)
STA. 700+20.92, 31.03' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 700+29.99, 39.50' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
BEGIN HOT MIX ASPHALT (PATCHING)(ASPHALT)
STA. 700+20.99, 40.76' RT

BEGIN GUTTER TYPE 2 (4 FOOT)
END CURB & GUTTER TYPE 2 (SECTION II-B)
BEGIN CURB & GUTTER TYPE 2 (SECTION I-B)
STA. 701+80.31, 14.50' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 701+60.43, 39.50' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
HOT MIX ASPHALT (FULL DEPTH)
STA. 701+57.93, 40.00' RT

END CURB & GUTTER TYPE 2 (SECTION II-B)
HOT MIX ASPHALT (FULL DEPTH)
STA. 701+31.18, 39.59' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 701+28.68, 39.50' RT

BEGIN GUTTER TYPE 2 (4 FOOT)
STA. 701+11.15, 13.00' RT

END GUTTER TYPE 2 (4 FOOT)
END CURB & GUTTER TYPE 2 (SECTION I-B)
BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 702+42.52, 14.53' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-M)
END CURB & GUTTER TYPE 2 (SECTION II-B)
STA. 703+98.51, 11.00' RT

END CURB AND GUTTER TYPE 2 (SECTION II-M)
STA. 704+60.69, 11.00' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 704+60.53, 40.50' LT

END CURB & GUTTER TYPE 2 (SECTION II- B)
END HOT MIX ASPHALT FULL DEPTH
STA. 704+60.55, 33.00' LT

END HOT MIX ASPHALT FULL DEPTH
STA. 705+94.90, 16.31' LT

REFER TO LANDSCAPE PLANS
CONCRETE PAVEMENT (10 INCH) (SPECIAL)
HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)
BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)
CONCRETE SIDEWALK (6 INCH)
CONCRETE PAVEMENT (6 INCH)
HOT MIX ASPHALT (PATCHING)(ASPHALT)
TOE OF FILL
TOP OF CUT

0' 20' 40' 80'

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No Revisions:
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Void:

ROADWAY PLAN

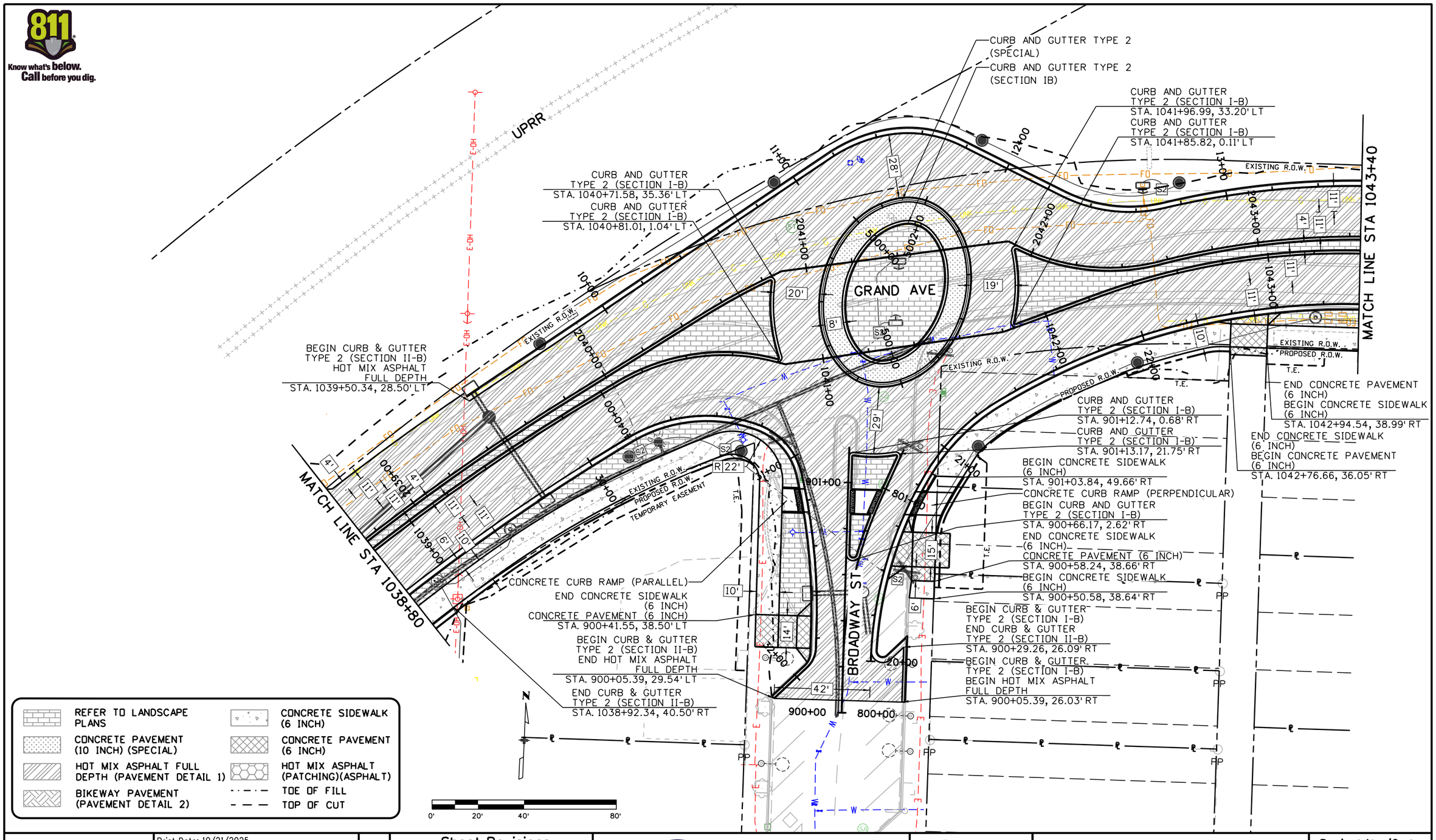
Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers
Subset Sheets: 08 of 10

Project No./Code

Sheet Number 73

TMarcinkiewicz 1:36:20 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_08.dgn

Know what's below. Call before you dig.



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Print Date:	10/21/2025
File Name:	DES_Roadway_09.dgn
Horiz. Scale:	1:40
Unit Information	

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5690 DTC Boulevard, Suite 330W
Greenwood Village, CO 80111
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Fax: 303-221-2331
www.stolfusandassociates.com

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ROADWAY PLAN

Designer:	BTT	Structure Numbers	
Detailer:	TRM		
Sheet Subset:	ROADWAY	Subset Sheets:	09 of 10

Project No./Code	
Sheet Number	74

TMarcinkiewicz 1:19:39 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_09.dgn

Know what's below. Call before you dig.

REFER TO LANDSCAPE PLANS
CONCRETE PAVEMENT (10 INCH) (SPECIAL)
HOT MIX ASPHALT FULL DEPTH (PAVEMENT DETAIL 1)
BIKEWAY PAVEMENT (PAVEMENT DETAIL 2)
CONCRETE SIDEWALK (6 INCH)
CONCRETE PAVEMENT (6 INCH)
HOT MIX ASPHALT (PATCHING)(ASPHALT)
TOE OF FILL
TOP OF CUT

EXISTING R.O.W.

BEGIN GUARDRAIL
TYPE 3 (31 INCH MIDWEST GUARDRAIL SYSTEM)
STA. 1044+32.74, 31.00' LT

END ANCHORAGE (NONFLARED)

MATCH LINE STA 1043+40

GRAND AVE

CAPITOL ST

BEGIN GUTTER PAN TYPE 2 (4 FOOT)
STA. 1044+15.73, 24.00' RT

END CONCRETE SIDEWALK (6 INCH)
STA. 1044+17.23, 39.12' RT

BEGIN HOT MIX ASPHALT FULL DEPTH
STA. 1044+30.70, 26.00' RT

END CURB & GUTTER TYPE 2 (SECTION II-B)
END HOT MIX ASPHALT FULL DEPTH
STA. 1044+44.71, 76.61' RT

END GUTTER PAN TYPE 2 (4 FOOT)
STA. 1044+97.80, 24.00' RT

BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 1044+95.15, 34.50' RT

HOT MIX ASPHALT FULL DEPTH
STA. 1044+82.90, 26.00' RT

BEGIN RETAINING WALL (SEE WALL PLANS FOR MORE INFORMATION)
STA. 1044+78.66, 43.53' RT

BEGIN CURB & GUTTER TYPE 2 (SECTION II-B)
BEGIN CONCRETE SIDEWALK (6 INCH)
STA. 1044+70.52, 77.13' RT

PROPOSED R.O.W.
TEMPORARY EASEMENT

END CONCRETE SIDEWALK (6 INCH)
STA. 1044+76.70, 46.28' RT

END GUARDRAIL
TYPE 3 (31 INCH MIDWEST GUARDRAIL SYSTEM)
STA. 1047+82.67, 34.90' LT

END CURB & GUTTER TYPE 2 (SECTION II-B)
END HOT MIX ASPHALT FULL DEPTH
STA. 2050+22.69, 25.33' LT

END CURB AND GUTTER TYPE 2 (SPECIAL)
END CONCRETE PAVEMENT (10 INCH)(SPECIAL)
STA. 2049+53.50, 16.68' LT

END CONCRETE PAVEMENT (6 INCH)
STA. 2049+30.13, 34.15' LT

BEGIN CURB AND GUTTER TYPE 2 (SPECIAL)
BEGIN CONCRETE PAVEMENT (10 INCH)(SPECIAL)
STA. 2048+75.86, 14.95' LT

BEGIN CONCRETE PAVEMENT (6 INCH)
STA. 1048+43.04, 47.99' LT

HOT MIX ASPHALT FULL DEPTH
STA. 2048+71.44, 12.89' LT

CURB AND GUTTER TYPE 2 (SECTION I-B)
STA. 2048+74.85, 2.54' RT

END ANCHORAGE (FLARED)

EBY CREEK RD

END RETAINING WALL (SEE WALL PLANS FOR MORE INFORMATION)
STA. 1048+14.88, 35.41' RT

END HOT MIX ASPHALT FULL DEPTH
STA. 1048+67.93, 24.23' RT

END CONCRETE SIDEWALK (6 INCH)
END CURB AND GUTTER TYPE 2 (SECTION II-B)
STA. 1048+68.01, 26.73' RT

EXISTING R.O.W.
CURB AND GUTTER TYPE 2 (SECTION I-B)
STA. 2048+63.68, 25.44' RT

0' 20' 40' 80'

TMarcinkiewicz 1:19:42 PM P:\4000.059.02 Eagle Grand Avenue\01 Pre-Construction\Drawings\Roadway\DES_Roadway_10.dgn

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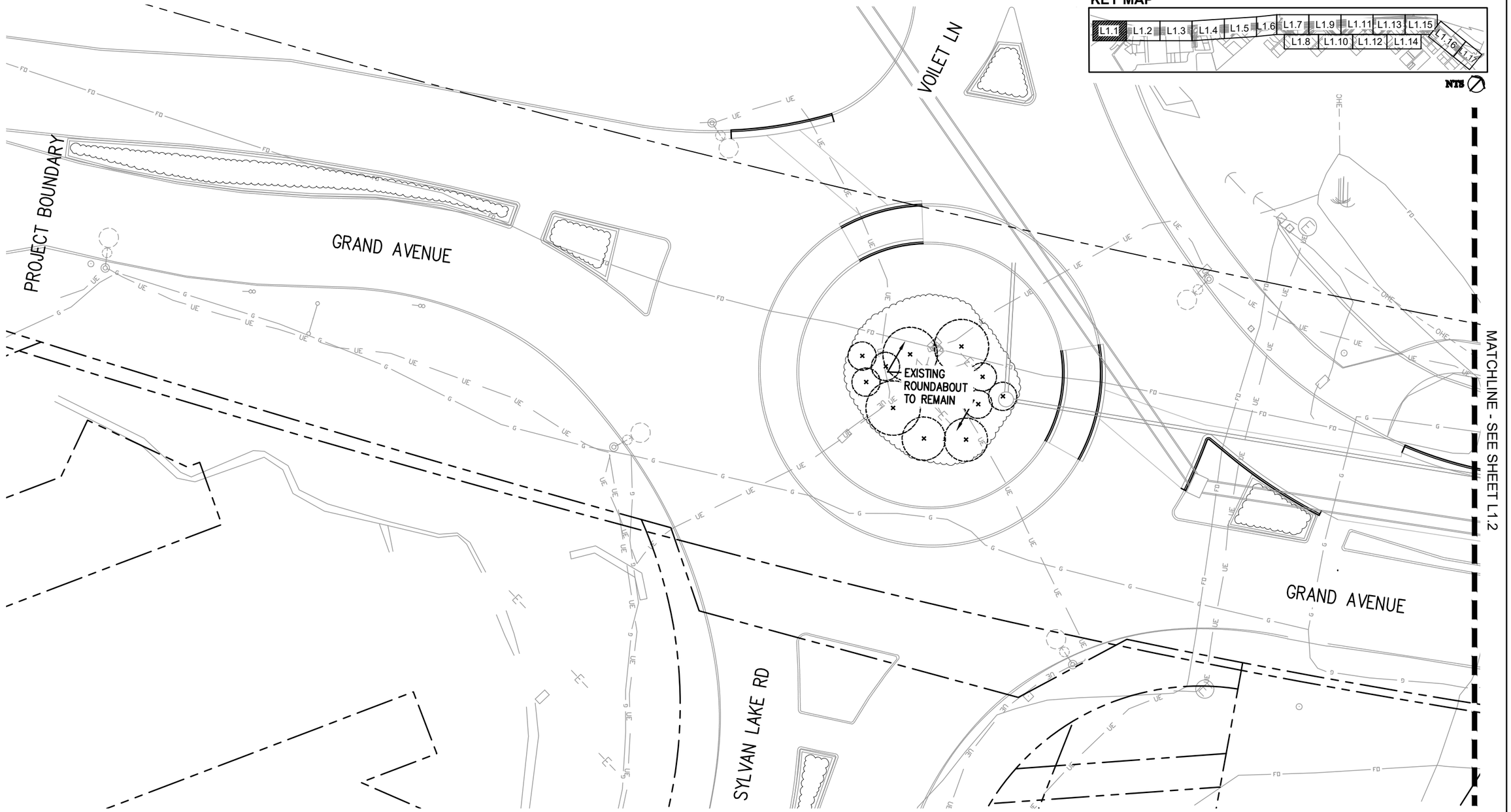
ROADWAY PLAN

Designer: BTT
Detailer: TRM
Sheet Subset: ROADWAY
Structure Numbers:
Subset Sheets: 10 of 10

Project No./Code

Sheet Number 75



SHEET L1.1

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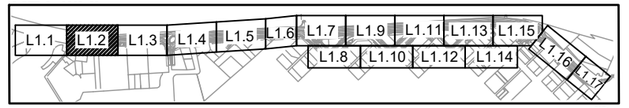
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 01 of 52

Project No./Code

Sheet Number 223

KEY MAP



NTS

MATCHLINE - SEE SHEET L1.1

MATCHLINE - SEE SHEET L1.3

RE: CIVIL DRAWINGS FOR CURB AND GUTTER LAYOUT, TYP.

RE: CIVIL DRAWINGS FOR ROAD STRIPING LAYOUT, TYP.

GRAND AVENUE

1 L4.5 2 L4.5 STAMPED COLORED CONCRETE, TYP. TYPE C-4, TYP.

LANDSCAPE AREA, TYP.

1002+00

1 L4.5 2 L4.5 CONCRETE PAVING TYPE C-1, TYP.

TRUCK APRON RE: CIVIL, TYP.

1 L4.5 2 L4.5 COLORED CONCRETE TYPE C-3, TYP.

1 L4.5 2 L4.5 COLORED CONCRETE TYPE C-2, TYP.

2 L4.6 CRUSHER FINES, TYP.

3 L4.6 CONCRETE EDGER, TYP.

LIGHT POLE, TYP. (RE: LIGHTING PLAN)

WHITE THERMOPLASTIC LANE MARKERS, TYP.

LANDSCAPE AREA, TYP.

EXISTING R.O.W

EXISTING R.O.W

KING RD

TEMPORARY EASEMENT

SHEET L1.2

0 15 30

SCALE: 1"=30'-0"

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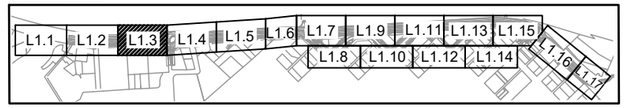
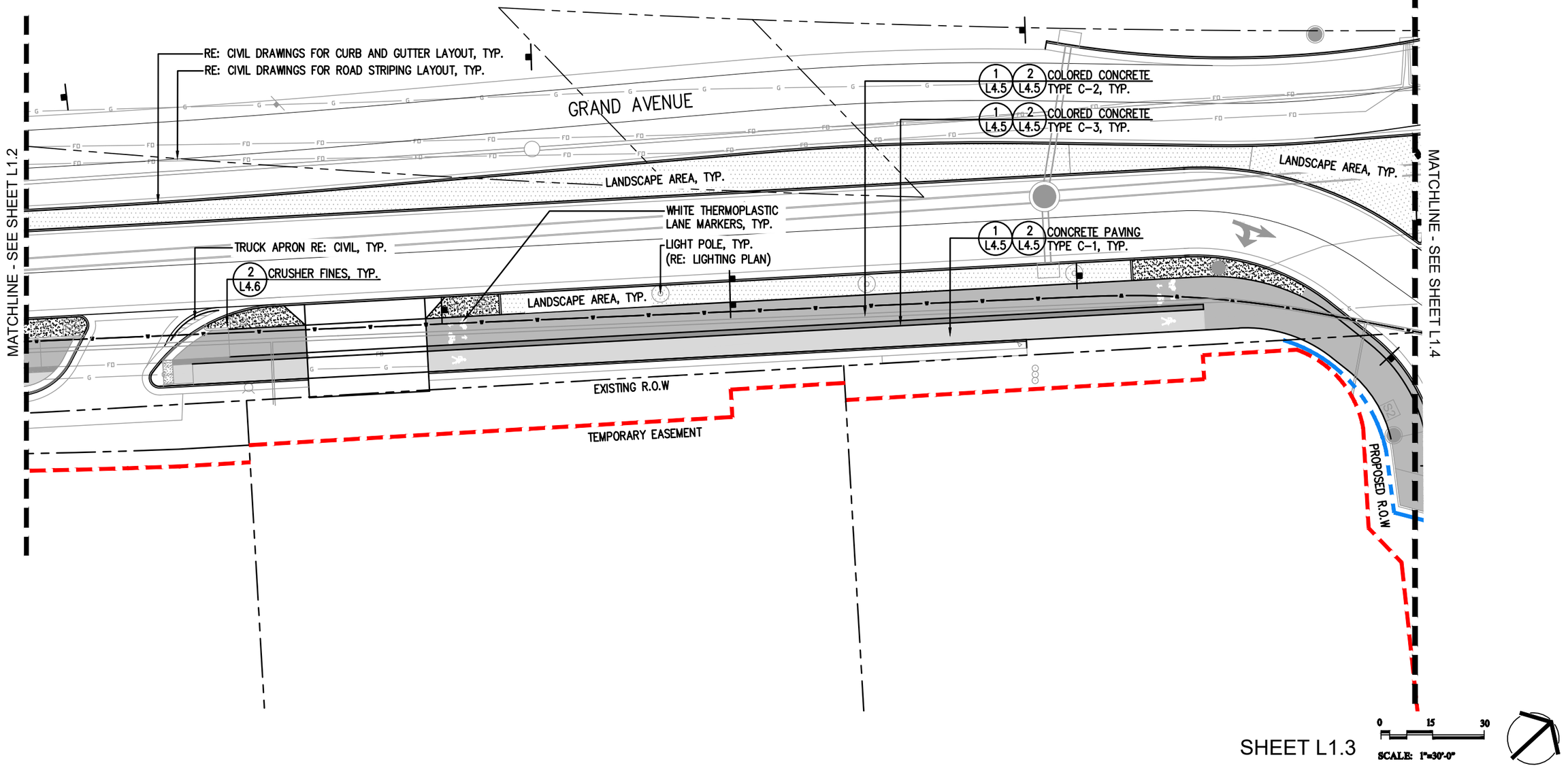
		Date:	Comments	Init.		No Revisions:		
	DHM DESIGN 900 S. Broadway Suite 300 Denver, CO 80209 303.892.5566 www.dhmdesign.com					Revised:	Designer: MR / BN Detailer: KP Sheet Subset: LANDSCAPE	Structure Numbers Subset Sheets: 02 of 52
						Void:		Sheet Number 224

KEY MAP



NTS



SHEET L1.3

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SITE LAYOUT PLAN

Designer: MR / BN

Detailer: KP

Structure Numbers

Sheet Subset: LANDSCAPE

Subset Sheets: 03 of 52

Project No./Code

Sheet Number 225

CASTLE DRIVE ROUNDABOUT LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.1

MATCHLINE - SEE SHEET L1.3

MATCHLINE - SEE SHEET L1.5

RE: CIVIL DRAWINGS FOR CURB AND GUTTER LAYOUT, TYP.

RE: CIVIL DRAWINGS FOR ROAD STRIPING LAYOUT, TYP.

3 L4.6 CONCRETE EDGER, TYP.

2 L4.6 CRUSHER FINES, TYP.

LANDSCAPE AREA, TYP.

GRAND AVENUE

LANDSCAPE AREA, TYP.

LANDSCAPE AREA, TYP.

CASTLE DR

PROPOSED R.O.W

TEMPORARY EASEMENT

LIGHT POLE, TYP. (RE: LIGHTING PLAN)

STREET 8

WHITE THERMOPLASTIC LANE MARKERS, TYP.

1 L4.5 2 L4.5 CONCRETE PAVING TYPE C-1, TYP.

1 L4.5 2 L4.5 COLORED CONCRETE TYPE C-2, TYP.

1 L4.5 2 L4.5 COLORED CONCRETE TYPE C-3, TYP.

1 L4.5 2 L4.5 STAMPED COLORED CONCRETE, TYP. TYPE C-4, TYP.

MATCHLINE - SEE SHEET 2/L1.4

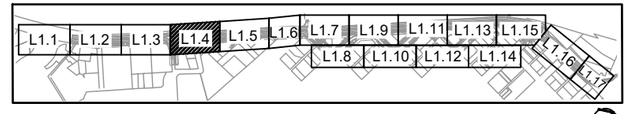
CASTLE DR

PROPOSED R.O.W

TEMPORARY EASEMENT

2

KEY MAP



NTS

0 15 30

SCALE: 1"=30'-0"

SHEET L1.4

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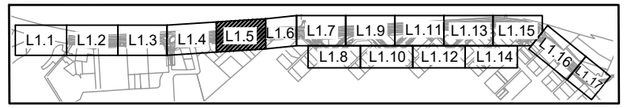
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 04 of 52

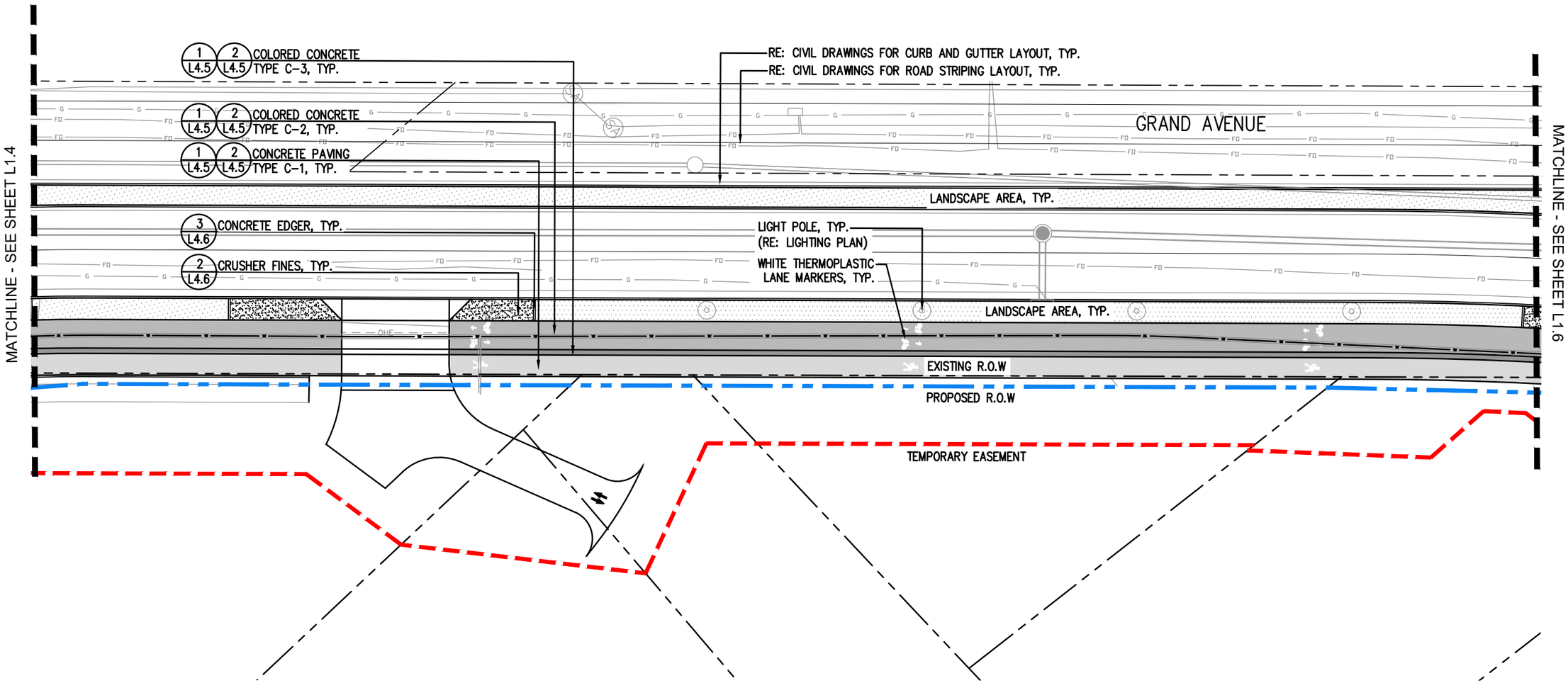
Project No./Code

Sheet Number 226

KEY MAP



NTS



SHEET L1.5

0 15 30

SCALE: 1"=30'-0"

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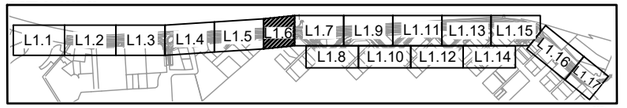
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 05 of 52

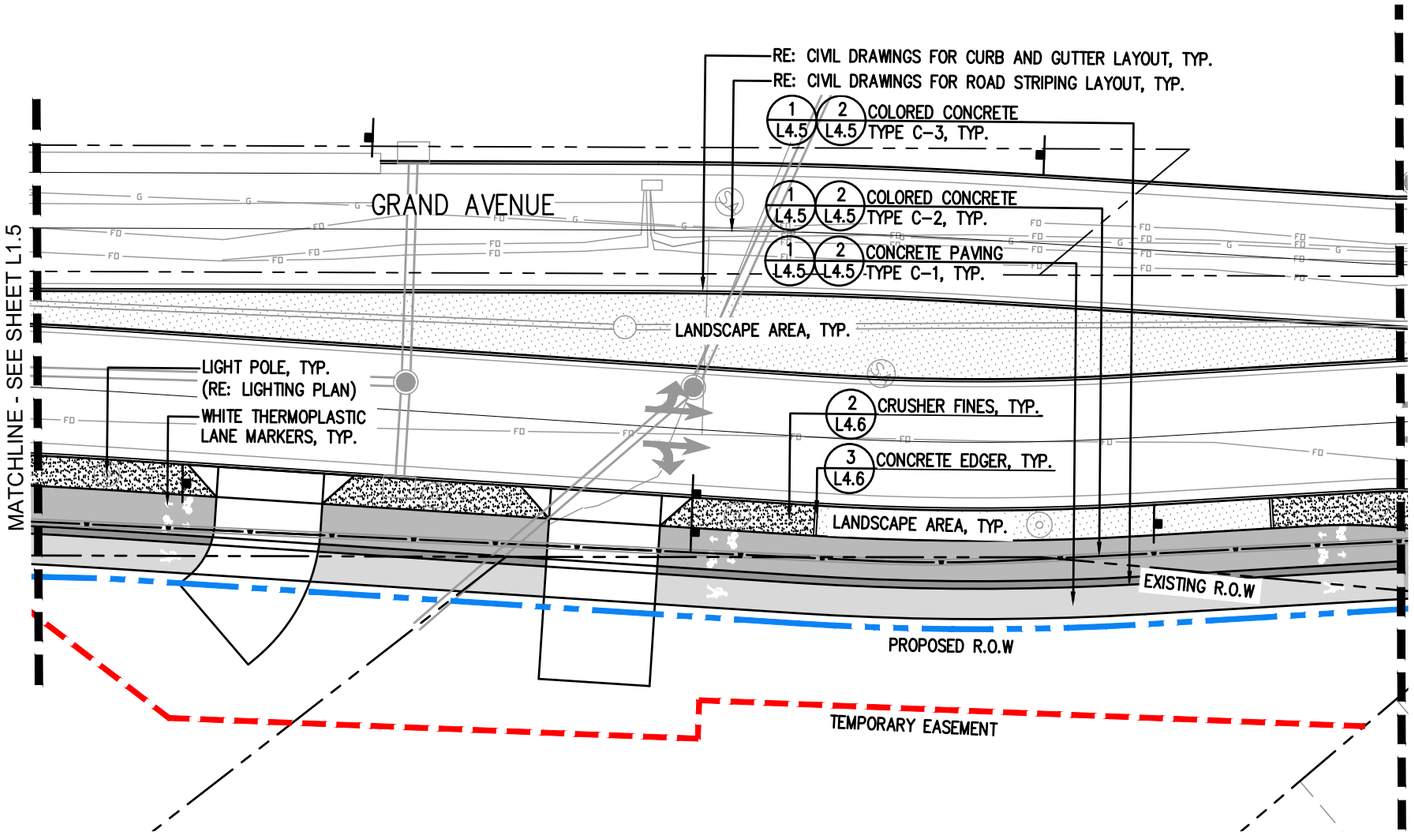
Project No./Code

Sheet Number 227

KEY MAP



NTS



SHEET L1.6

0 15 30

SCALE: 1"=30'-0"

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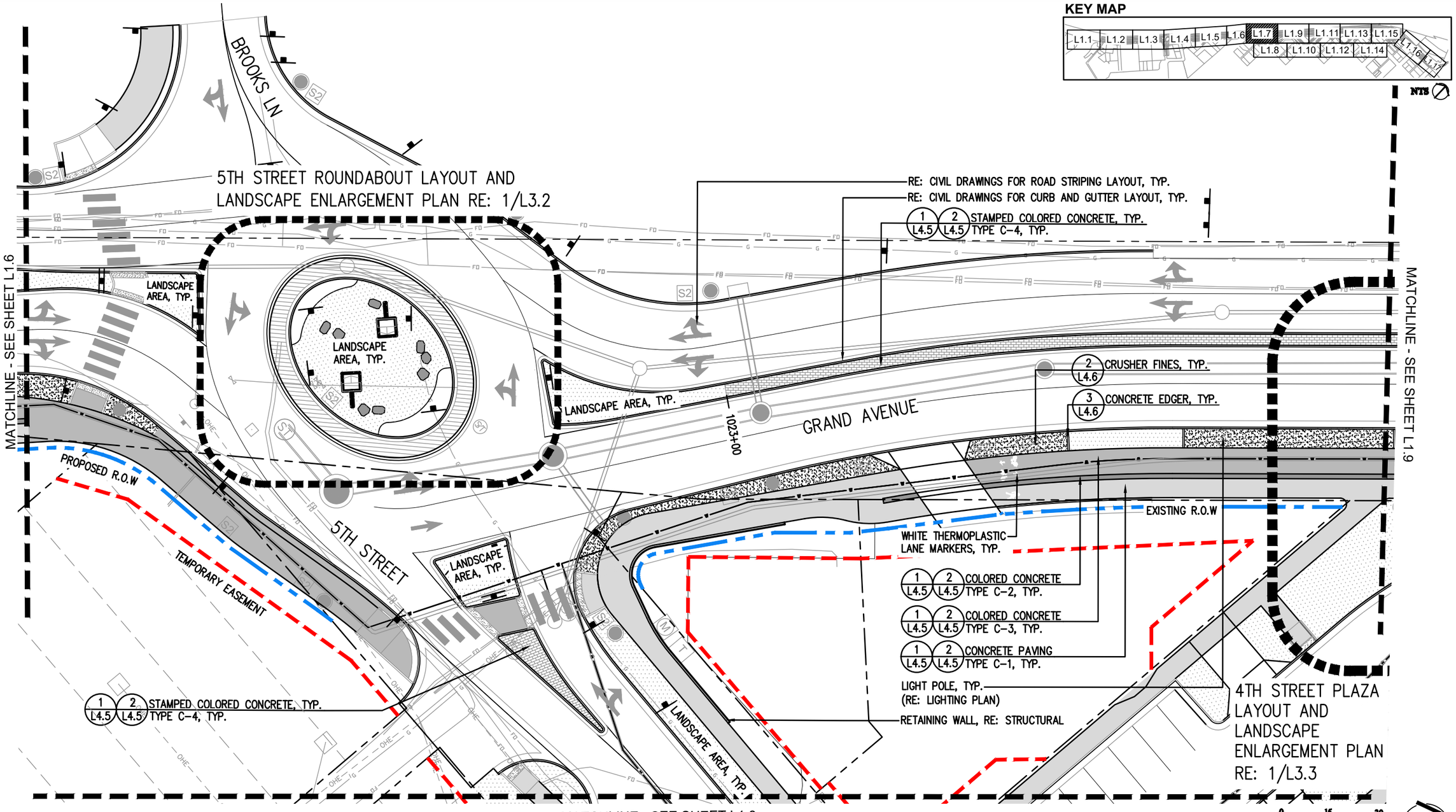
Void:

SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 06 of 52

Project No./Code

Sheet Number 228



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Void:

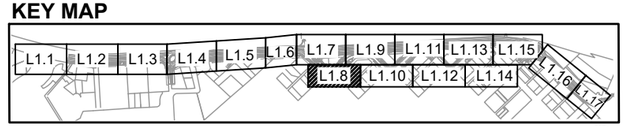
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 07 of 52

Project No./Code

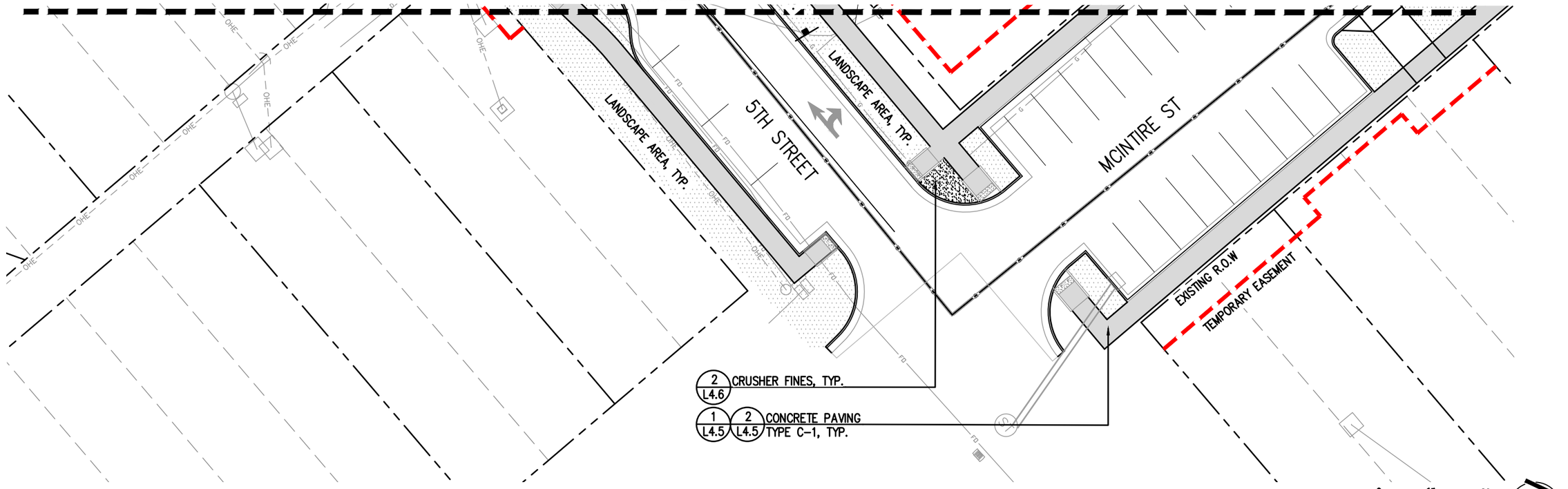
Sheet Number 229

KEY MAP



NTS

MATCHLINE - SEE SHEET L1.7



2 L4.6 CRUSHER FINES, TYP.

1 L4.5 2 L4.5 CONCRETE PAVING TYPE C-1, TYP.

SHEET L1.8

0 15 30

SCALE: 1"=30'-0"

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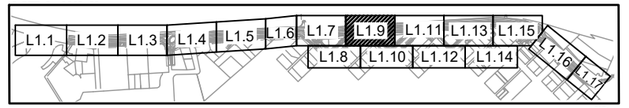
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Structure Numbers:
Sheet Subset: LANDSCAPE
Subset Sheets: 08 of 52

Project No./Code:

Sheet Number 230

KEY MAP



NTS

MATCHLINE - SEE SHEET L1.7

MATCHLINE - SEE SHEET L1.11

GRAND AVENUE

MCINTIRE ST

W 4TH ST

RE: CIVIL DRAWINGS FOR CURB AND GUTTER LAYOUT, TYP.

RE: CIVIL DRAWINGS FOR ROAD STRIPING LAYOUT, TYP.

1 L4.5 / 2 L4.5 STAMPED COLORED CONCRETE, TYP.
TYPE C-4, TYP.

3 L4.6 CONCRETE EDGER, TYP.

2 L4.6 CRUSHER FINES, TYP.

LIGHT POLE, TYP.
(RE: LIGHTING PLAN)

LANDSCAPE AREA, TYP.

EXISTING R.O.W

PROPOSED R.O.W

WHITE THERMOPLASTIC LANE MARKERS, TYP.

TEMPORARY EASEMENT

1 L4.5 / 2 L4.5 COLORED CONCRETE TYPE C-2, TYP.

1 L4.5 / 2 L4.5 COLORED CONCRETE TYPE C-3, TYP.

1 L4.5 / 2 L4.5 CONCRETE PAVING TYPE C-1, TYP.

LANDSCAPE AREA, TYP.

4TH STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.3

4TH STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.4

MATCHLINE - SEE SHEET L1.10

SHEET L1.9

0 15 30

SCALE: 1"=30'-0"

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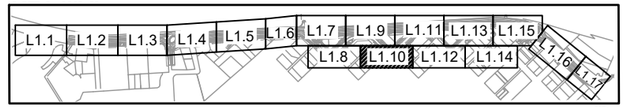
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 09 of 52

Project No./Code

Sheet Number 231

KEY MAP



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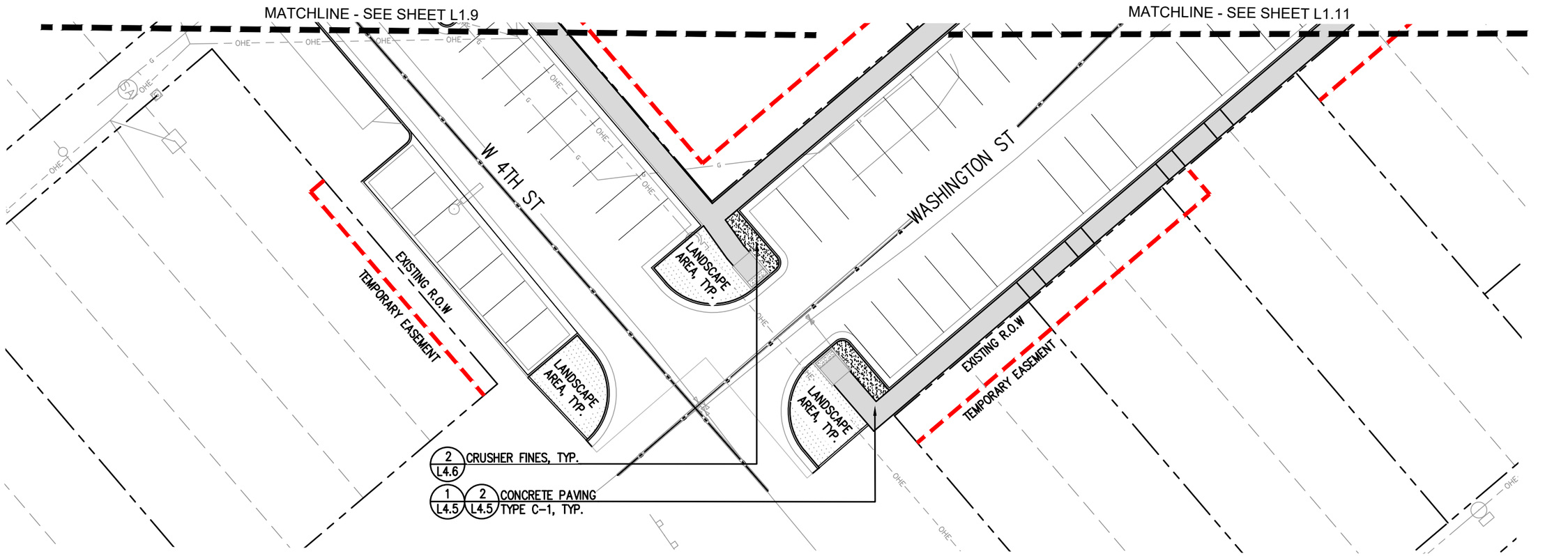

SHEET L1.10

0 15 30

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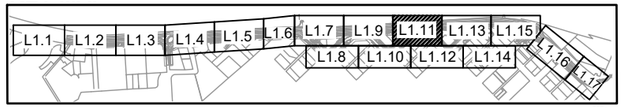
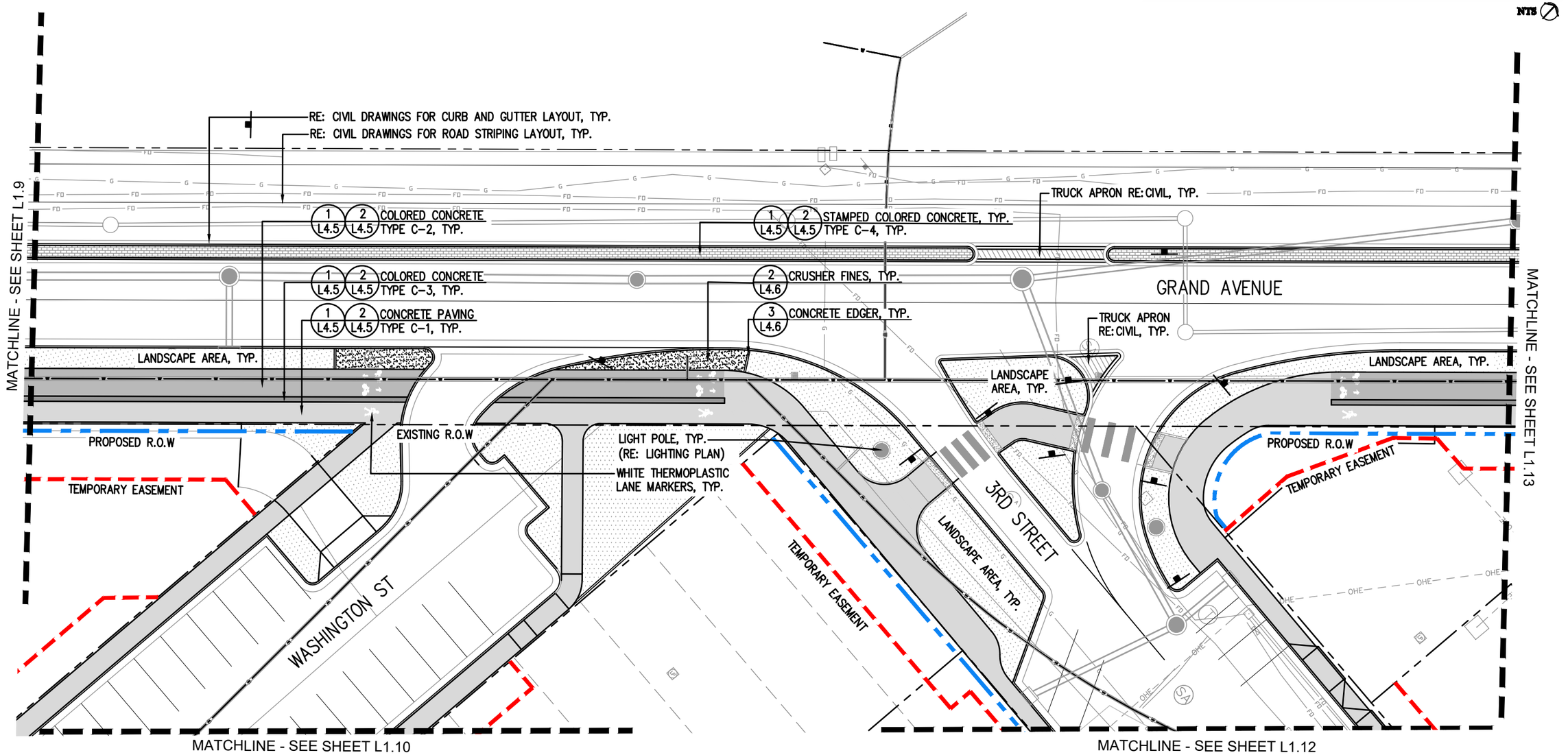
	DHM DESIGN, 900 S. Broadway, Suite 300, Denver, CO 80209, 303.892.5566, www.dhmdesign.com			No Revisions:			
				Revised:	Designer: MR / BN	Structure Numbers	
				Void:	Detailer: KP		Sheet Number 232
					Sheet Subset: LANDSCAPE	Subset Sheets: 10 of 52	

KEY MAP



NTS



SHEET L1.11

0 15 30

SCALE: 1"=30'-0"

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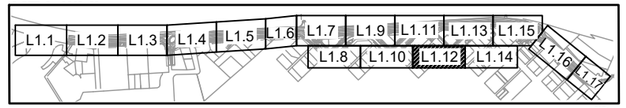
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 11 of 52

Project No./Code

Sheet Number 233

KEY MAP



NTS

MATCHLINE - SEE SHEET L1.11

MATCHLINE - SEE SHEET L1.13

3RD STREET

WALL ST

TEMPORARY EASEMENT
EXISTING R.O.W

TEMPORARY EASEMENT

LANDSCAPE AREA, TYP.

LANDSCAPE AREA, TYP.

LANDSCAPE AREA, TYP.

2 L4.6 CRUSHER FINES, TYP.

1 L4.5 2 L4.5 CONCRETE PAVING TYPE C-1, TYP.

SHEET L1.12

0 15 30

SCALE: 1"=30'-0"

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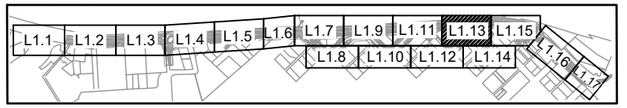
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 12 of 52

Project No./Code

Sheet Number 234

KEY MAP



NTS

RE: CIVIL DRAWINGS FOR CURB AND GUTTER LAYOUT, TYP.

RE: CIVIL DRAWINGS FOR ROAD STRIPING LAYOUT, TYP.

1 L4.5 2 L4.5 STAMPED COLORED CONCRETE, TYP.

1 L4.5 2 L4.5 TYPE C-4, TYP.

LIGHT POLE, TYP. (RE: LIGHTING PLAN)

WHITE THERMOPLASTIC LANE MARKERS, TYP.

LANDSCAPE AREA, TYP.

GRAND AVENUE

MATCHLINE - SEE SHEET L1.11

MATCHLINE - SEE SHEET L1.15

PROPOSED R.O.W

TEMPORARY EASEMENT

EXISTING R.O.W

1 L4.5 2 L4.5 COLORED CONCRETE TYPE C-2, TYP.

1 L4.5 2 L4.5 COLORED CONCRETE TYPE C-3, TYP.

1 L4.5 2 L4.5 CONCRETE PAVING TYPE C-1, TYP.

WALL ST

W 2ND ST

LANDSCAPE AREA, TYP.

2ND STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.5

MATCHLINE - SEE SHEET L1.12

MATCHLINE - SEE SHEET L1.14

SHEET L1.13

0 15 30

SCALE: 1"=30'-0"

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						Void:	Detailer: KP	Sheet Number 235
							Sheet Subset: LANDSCAPE; Subset Sheets: 13 of 52	

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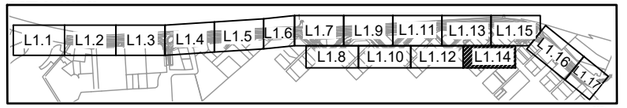
KEY MAP



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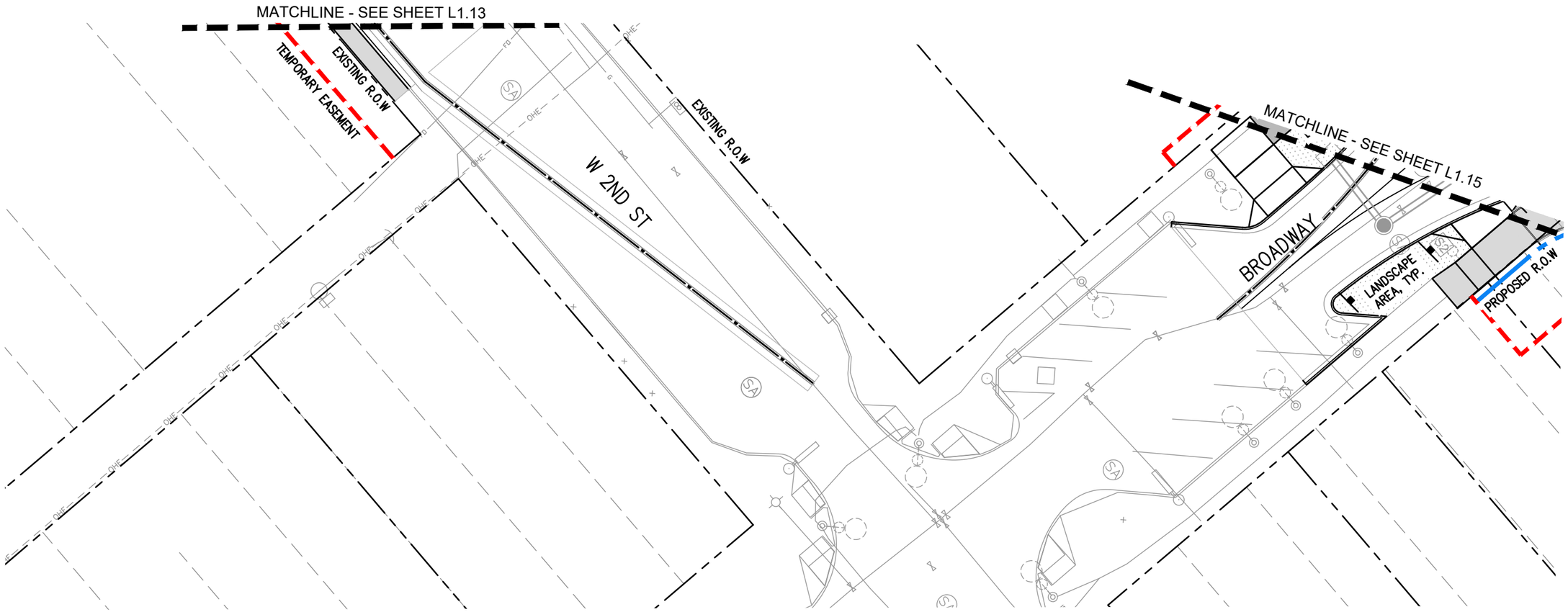

SHEET L1.14

0 15 30

SCALE: 1"=30'-0"

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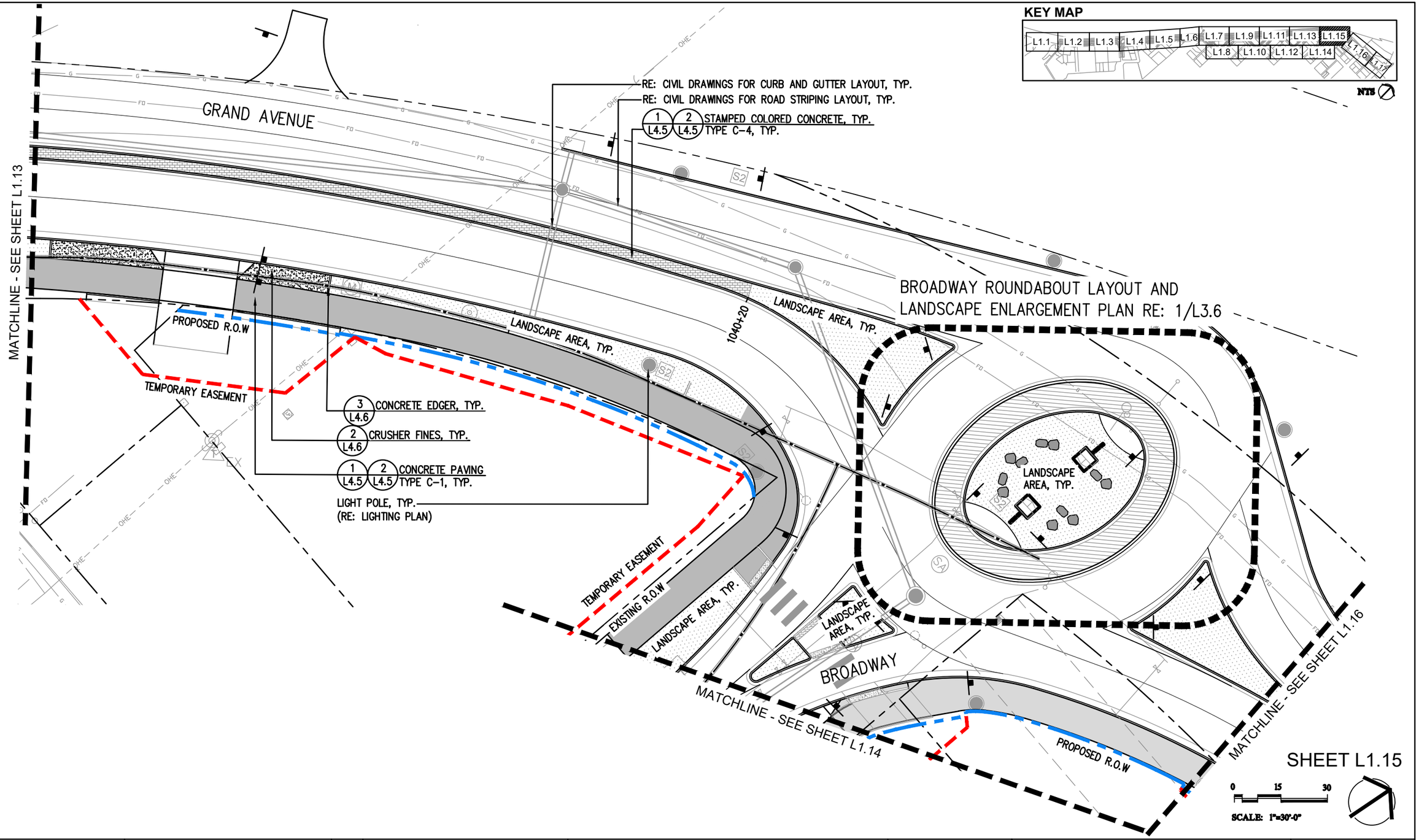
				Revised:	Designer: MR / BN	Structure Numbers	
					Detailer: KP		
				Void:	Sheet Subset: LANDSCAPE	Subset Sheets: 14 of 52	Sheet Number 236



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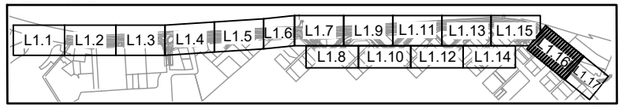
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 15 of 52

Project No./Code

Sheet Number 237

KEY MAP



NTS

1 L4.10 PRIMARY ENTRY MONUMENT

RE: CIVIL DRAWINGS FOR GUARDRAIL

RE: CIVIL DRAWINGS FOR ROAD STRIPING LAYOUT, TYP.

RE: CIVIL DRAWINGS FOR CURB AND GUTTER LAYOUT, TYP.

1 L4.5 2 L4.5 CONCRETE PAVING TYPE C-1, TYP.

2 L4.6 CRUSHER FINES, TYP.

1 L4.5 2 L4.5 STAMPED COLORED CONCRETE, TYP. TYPE C-4, TYP.

GRAND AVENUE

MATCHLINE - SEE SHEET L1.15

MATCHLINE - SEE SHEET L1.17

TEMPORARY EASEMENT

PROPOSED R.O.W

CAPITOL ST

EXISTING R.O.W

PROPOSED R.O.W

TEMPORARY EASEMENT

SHEET L1.16

0 15 30

SCALE: 1"=30'-0"

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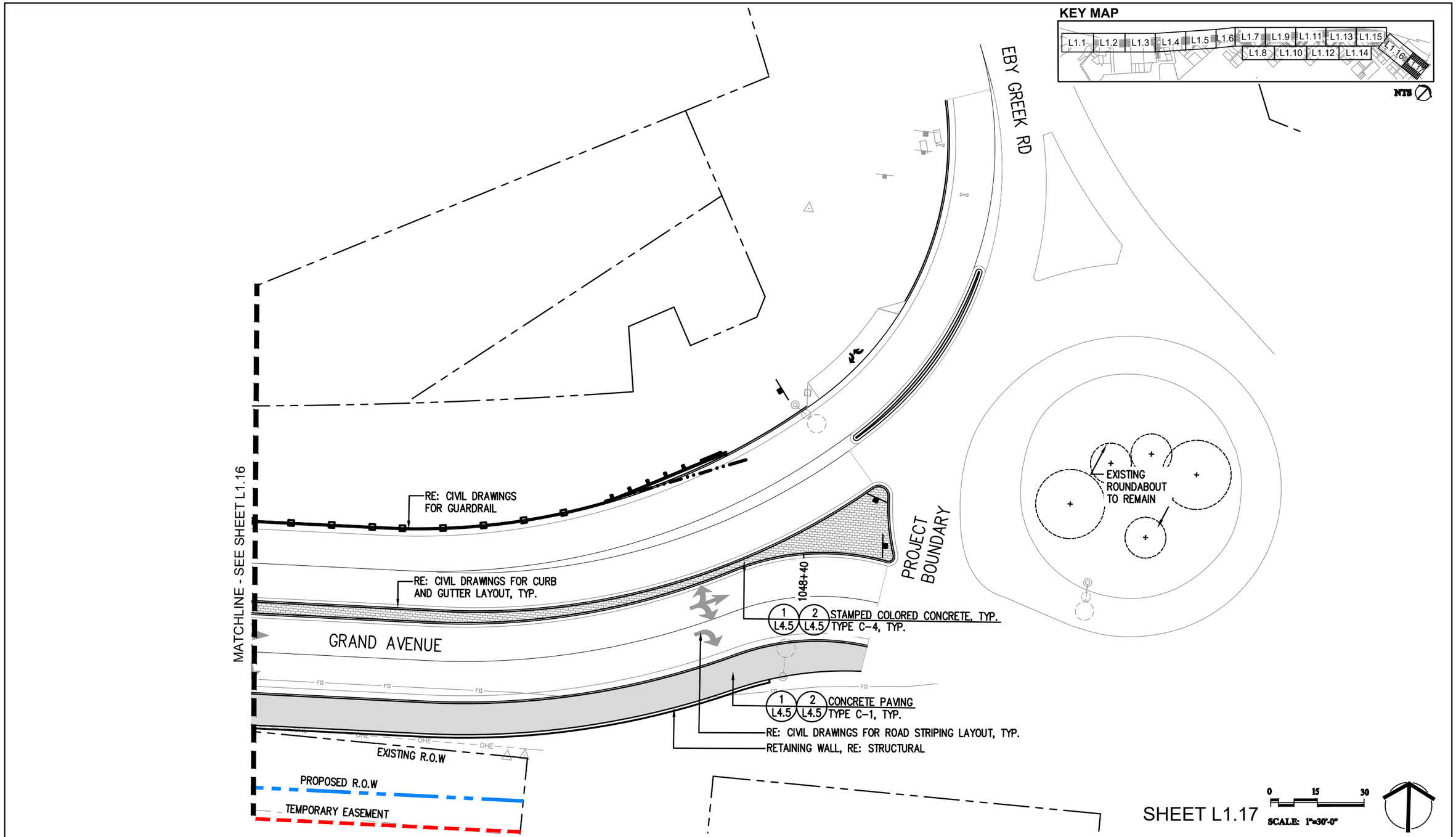
SITE LAYOUT PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 16 of 52

Project No./Code

Sheet Number 238



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SITE LAYOUT PLAN

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Detailer: KP
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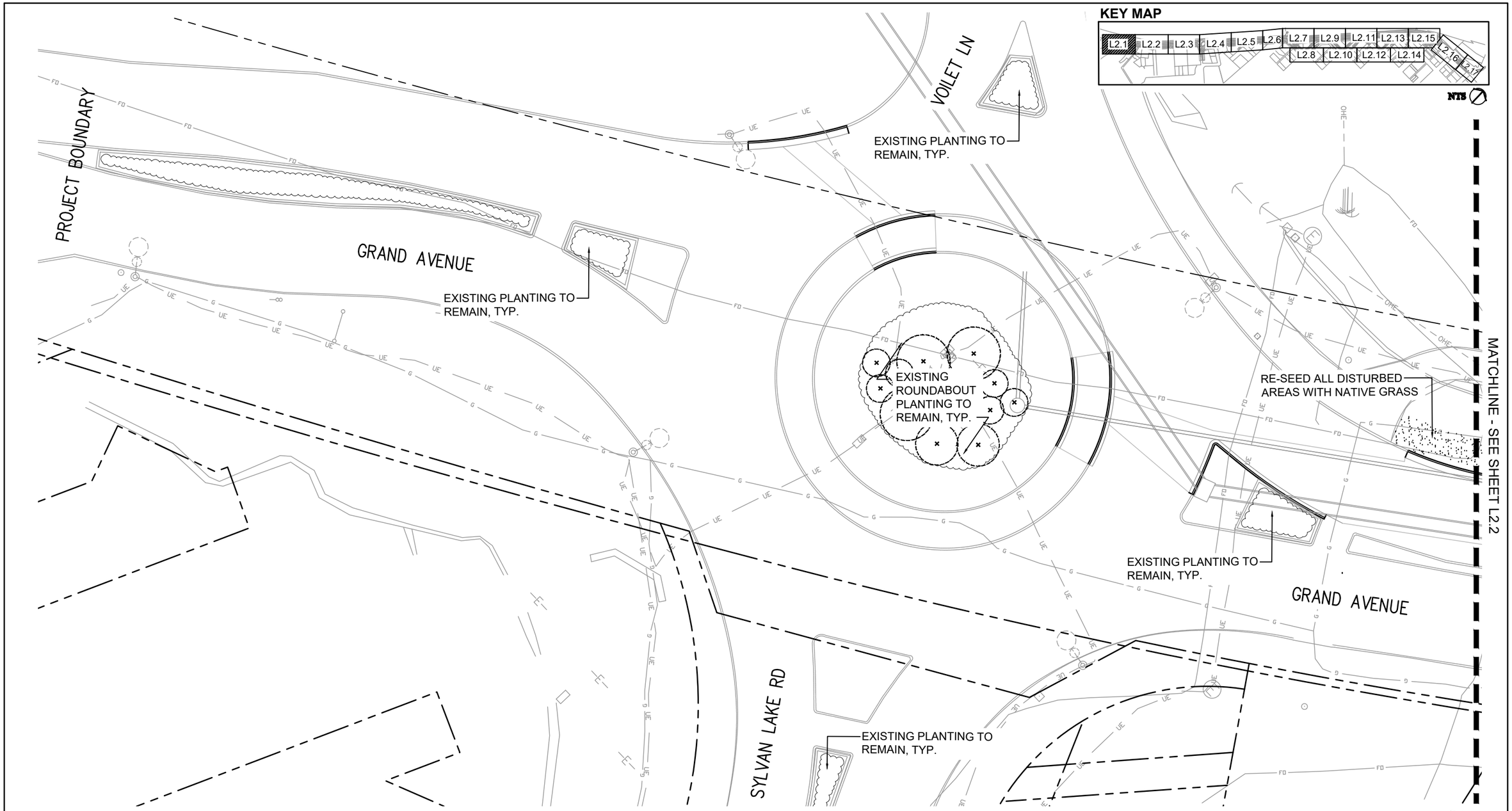
Structure Numbers
Subset Sheets: 17 of 52

Project No./Code

Sheet Number 239



SHEET L2.1

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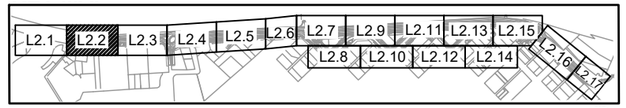
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 18 of 52

Project No./Code

Sheet Number 240

KEY MAP



NTS

MATCHLINE - SEE SHEET L2.1

MATCHLINE - SEE SHEET L2.3

GRAND AVENUE

KING RD

RE-SEED ALL DISTURBED AREAS WITH NATIVE GRASS

28 - GRASSES
RIVER ROCK MULCH, TYP.

7 - GRASSES
25 - EVERGREEN SHRUBS

14 - GRASSES
2 - DECIDUOUS SHRUBS
3 - DECIDUOUS SHADE TREES

14 - GRASSES
6 - EVERGREEN SHRUBS
6 - DECIDUOUS SHRUBS

RIVER ROCK MULCH, TYP.

SHEET L2.2

0 15 30
SCALE: 1"=30'-0"

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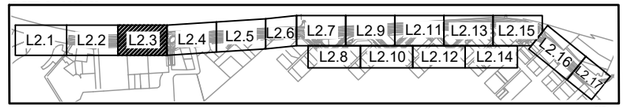
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 19 of 52

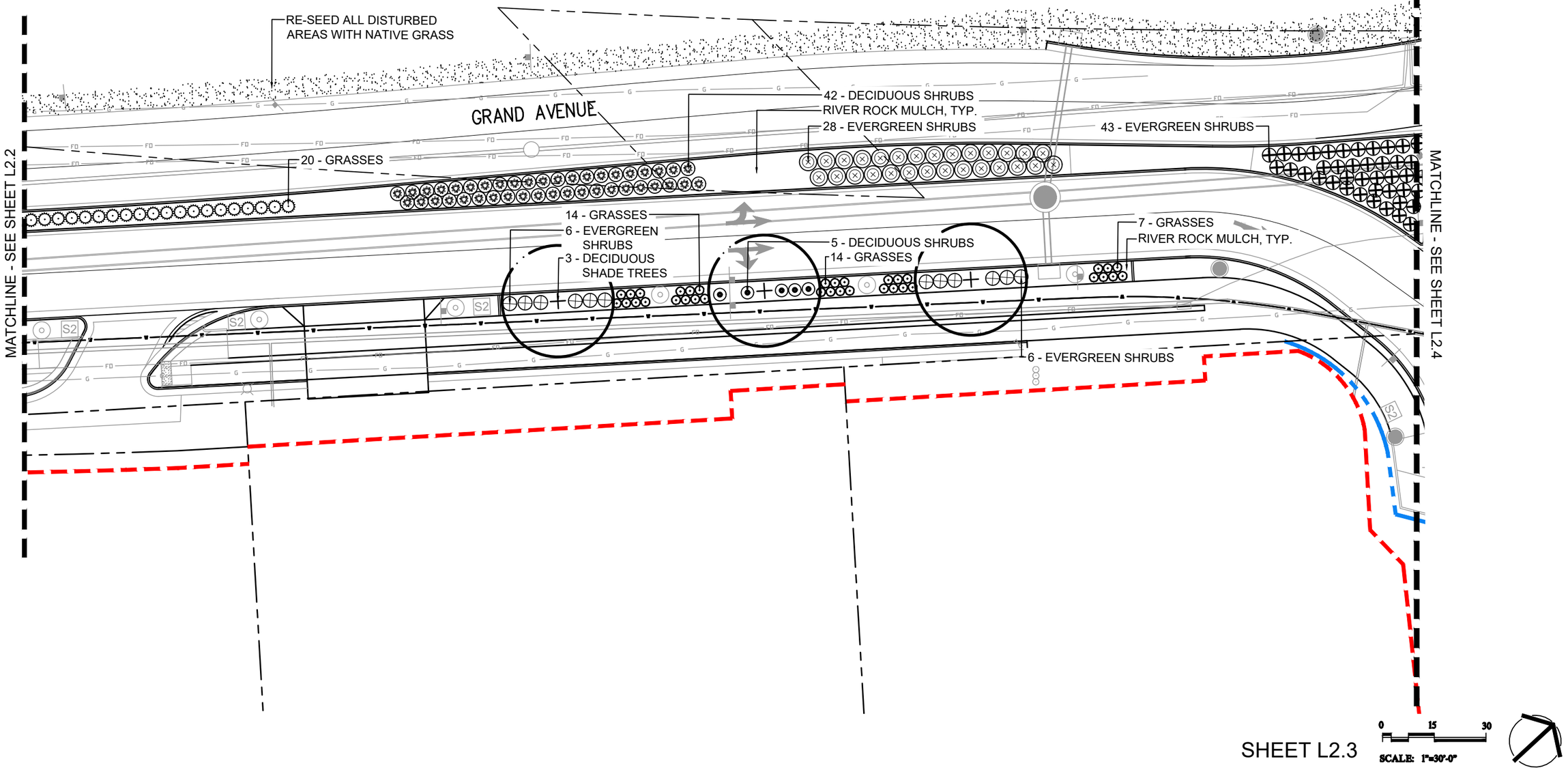
Project No./Code

Sheet Number 241

KEY MAP



NTS



SHEET L2.3

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LANDSCAPE PLAN

Designer: MR / BN

Detailer: KP

Structure Numbers

Sheet Subset: LANDSCAPE

Subset Sheets: 20 of 52

Project No./Code

Sheet Number 242

CASTLE DRIVE ROUNDABOUT LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.1

RE-SEED ALL DISTURBED AREAS WITH NATIVE GRASS

11 - GRASSES
RIVER ROCK MULCH, TYP.

54 - EVERGREEN SHRUBS

47 - EVERGREEN SHRUBS
RIVER ROCK MULCH, TYP.

GRAND AVENUE

1 - DECIDUOUS SHADE TREE
10 - EVERGREEN SHRUBS

7 - EVERGREEN SHRUBS

STREET 8

CASTLE DR

MATCHLINE - SEE SHEET L2.3

MATCHLINE - SEE SHEET L2.5

MATCHLINE - SEE SHEET 2/L2.4

2

KEY MAP

NTS

0 15 30

SCALE: 1"=30'-0"

SHEET L2.4

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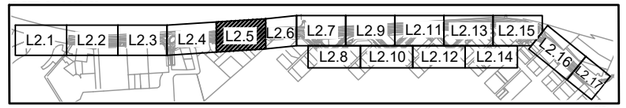
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 21 of 52

Project No./Code

Sheet Number 243

KEY MAP



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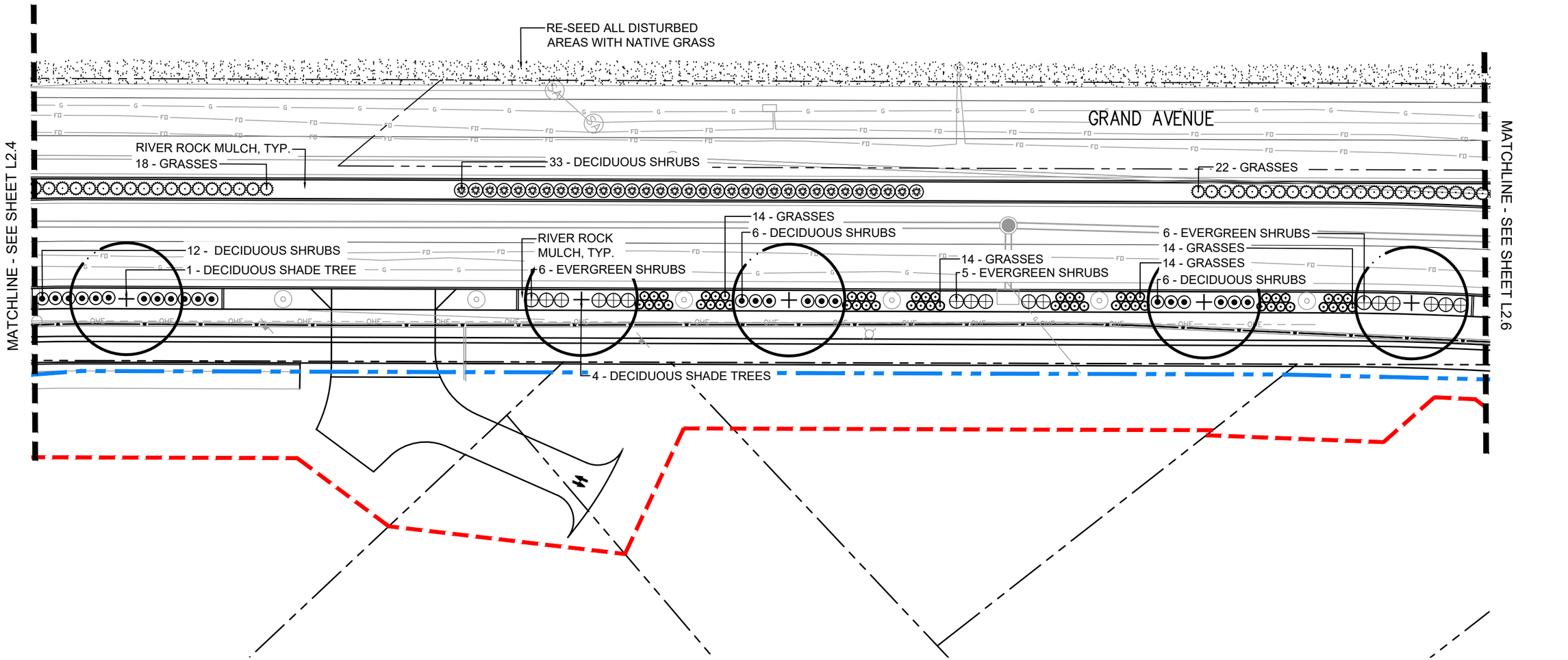

SHEET L2.5

0 15 30

SCALE: 1"=30'-0"

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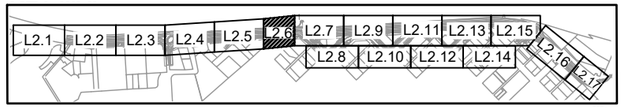
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 22 of 52

Project No./Code

Sheet Number 244

KEY MAP



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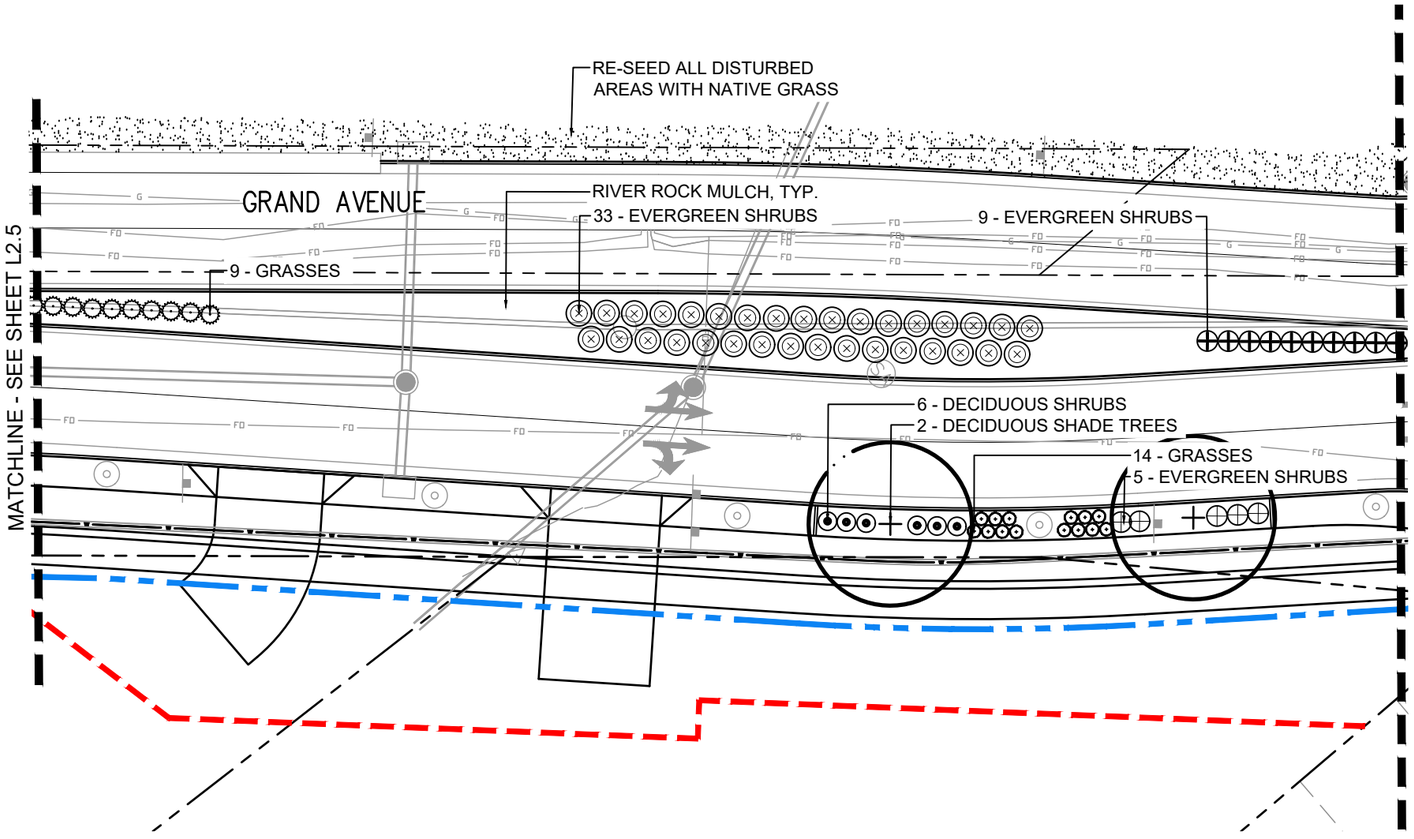

SHEET L2.6

0 15 30

SCALE: 1"=30'-0"

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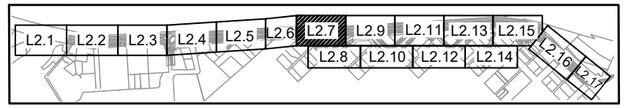
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 23 of 52

Project No./Code

Sheet Number 245

KEY MAP



NTS

BROOKS LN

5TH STREET ROUNDABOUT LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.2

RE-SEED ALL DISTURBED AREAS WITH NATIVE GRASS

15 - EVERGREEN SHRUBS

22 - EVERGREEN SHRUBS

MATCHLINE - SEE SHEET L2.6

GRAND AVENUE

RIVER ROCK MULCH, TYP.

MATCHLINE - SEE SHEET L2.9

5TH STREET

6 - EVERGREEN SHRUBS
1 - DECIDUOUS SHADE TREES

15 - EVERGREEN SHRUBS

11 - DECIDUOUS SHRUBS

7 - EVERGREEN SHRUBS
7 - EVERGREEN SHRUBS

17 - GRASSES

4TH STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.3

14 - GRASSES
12 - DECIDUOUS SHRUBS
6 - EVERGREEN SHRUBS

4 - EVERGREEN SHRUBS
4 - DECIDUOUS SHRUBS

10 - EVERGREEN SHRUBS
3 - GRASSES

MATCHLINE - SEE SHEET L2.8

0 15 30
SCALE: 1"=30'-0"

SHEET L2.7

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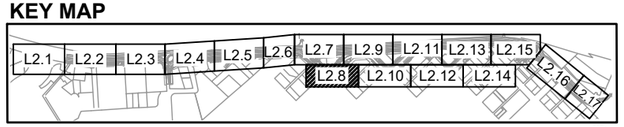
Sheet Subset: LANDSCAPE
Subset Sheets: 24 of 52

Project No./Code

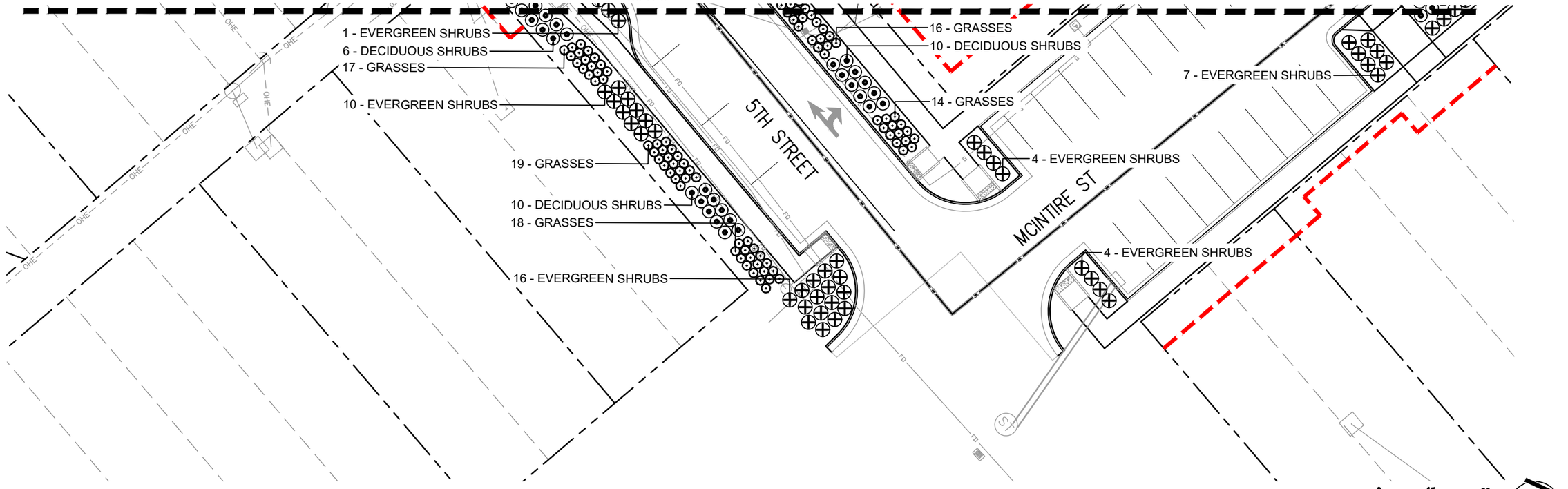
Sheet Number 246

KEY MAP



NTS

MATCHLINE - SEE SHEET L2.7



SHEET L2.8

0 15 30

SCALE: 1"=30'-0"

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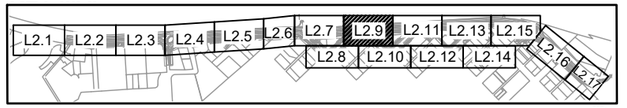
				Revised:	Designer: MR / BN	Structure Numbers:	
					Detailer: KP		
				Void:	Sheet Subset: LANDSCAPE	Subset Sheets: 25 of 52	Sheet Number 247

KEY MAP



NTS

RE-SEED ALL DISTURBED AREAS WITH NATIVE GRASS

MATCHLINE - SEE SHEET L2.7

MATCHLINE - SEE SHEET L2.11

GRAND AVENUE

MCINTIRE ST

W 4TH ST

7 - GRASSES

6 - EVERGREEN SHRUBS
1 - DECIDUOUS SHADE TREE
14 - GRASSES
RIVER ROCK MULCH, TYP.
3 - DECIDUOUS SHRUBS

17 - EVERGREEN SHRUBS
6 - DECIDUOUS SHRUBS
9 - GRASSES
8 - DECIDUOUS SHRUBS
9 - DECIDUOUS SHRUBS
2 - DECIDUOUS SHADE TREES
RIVER ROCK MULCH, TYP.

4TH STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.3

4TH STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.4

MATCHLINE - SEE SHEET L2.10

SHEET L2.9

0 15 30

SCALE: 1"=30'-0"

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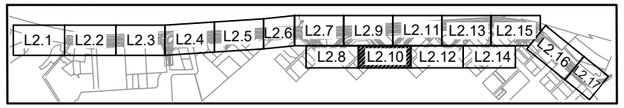
Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 26 of 52

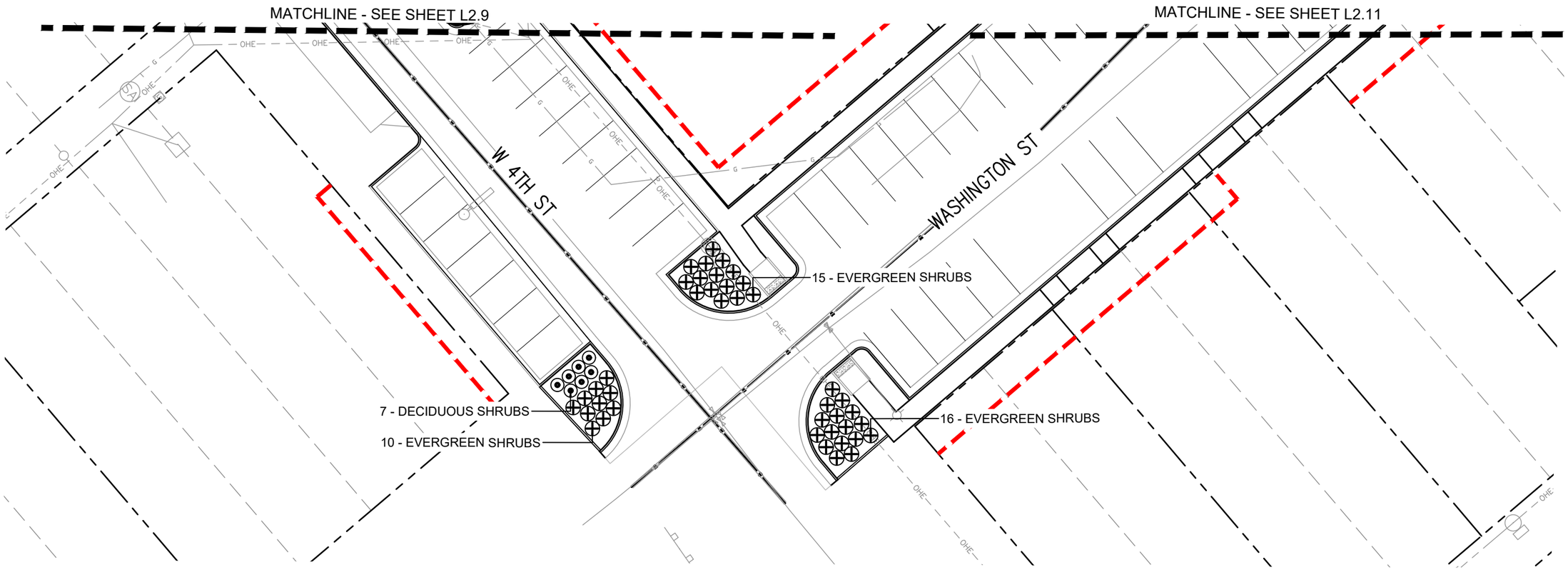
Project No./Code

Sheet Number 248

KEY MAP



NTS



SHEET L2.10

0 15 30

SCALE: 1"=30'-0"

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LANDSCAPE PLAN

Designer: MR / BN

Detailer: KP

Sheet Subset: LANDSCAPE

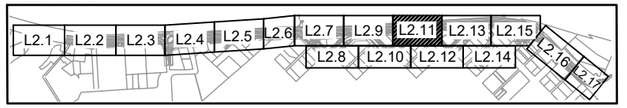
Structure Numbers

Subset Sheets: 27 of 52

Project No./Code

Sheet Number 249

KEY MAP



NTS

RE-SEED ALL DISTURBED AREAS WITH NATIVE GRASS

GRAND AVENUE

MATCHLINE - SEE SHEET L2.9

2 - DECIDUOUS SHADE TREES
3 - DECIDUOUS SHRUBS
17 - GRASSES
4 - DECIDUOUS SHRUBS
RIVER ROCK MULCH, TYP.

1 - DECIDUOUS SHADE TREES
19 - EVERGREEN SHRUBS

17 - GRASSES
5 - DECIDUOUS SHRUBS

4 - EVERGREEN SHRUBS

5 - DECIDUOUS SHRUBS
16 - EVERGREEN SHRUBS

17 - GRASSES
13 - DECIDUOUS SHRUBS
15 - EVERGREEN SHRUBS
16 - GRASSES
1 - DECIDUOUS SHADE TREE
10 - EVERGREEN SHRUBS
12 - DECIDUOUS SHRUBS
16 - EVERGREEN SHRUBS
12 - EVERGREEN SHRUBS

3 - DECIDUOUS SHRUBS
12 - GRASSES
8 - EVERGREEN SHRUBS
24 - GRASSES
25 - EVERGREEN SHRUBS

1 - DECIDUOUS SHADE TREE
4 - DECIDUOUS SHRUBS
14 - GRASSES

5 - EVERGREEN SHRUBS
5 - DECIDUOUS SHRUBS

4 - EVERGREEN SHRUBS

WASHINGTON ST

3RD STREET

MATCHLINE - SEE SHEET L2.13

MATCHLINE - SEE SHEET L2.10

MATCHLINE - SEE SHEET L2.12

SHEET L2.11

0 15 30
SCALE: 1"=30'-0"

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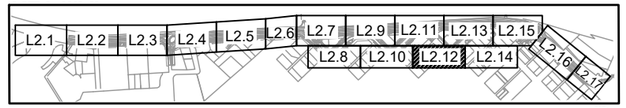
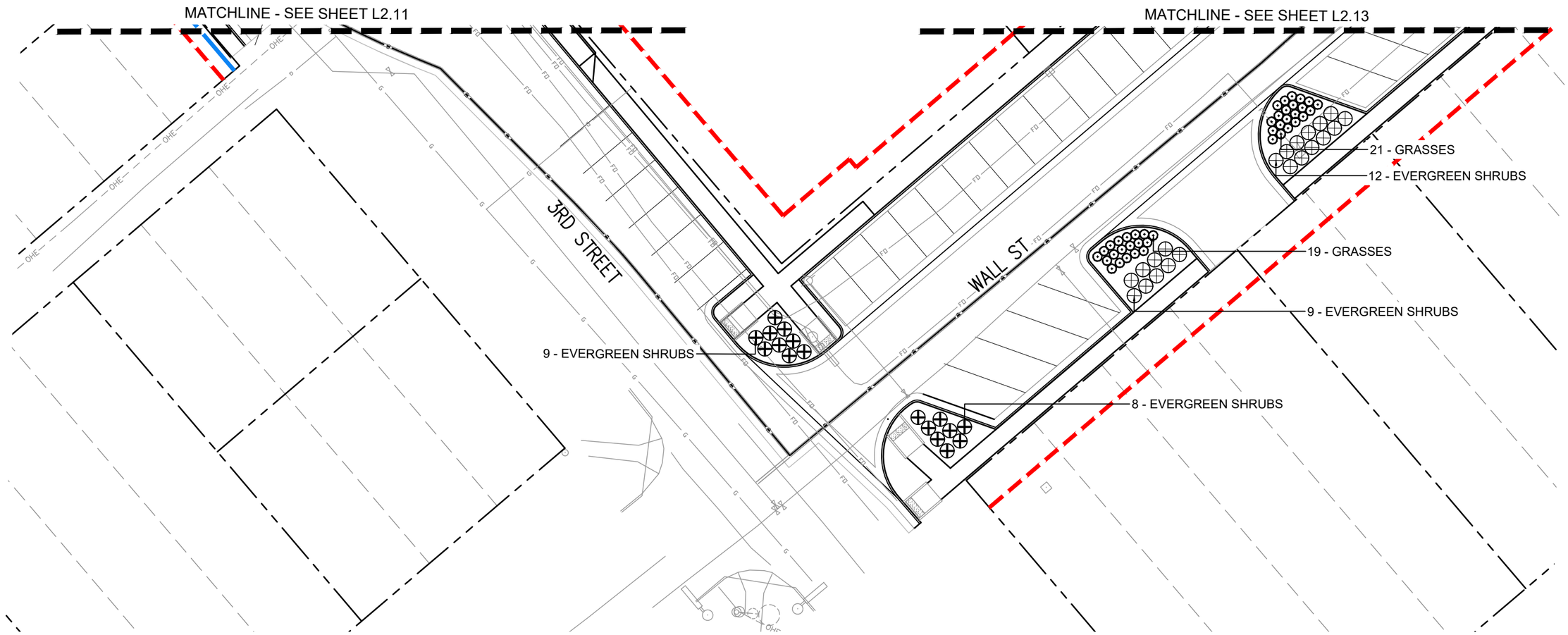
				Void:	Sheet Subset: LANDSCAPE; Subset Sheets: 28 of 52	Sheet Number 250	

KEY MAP





SHEET L2.12

0 15 30

SCALE: 1"=30'-0"

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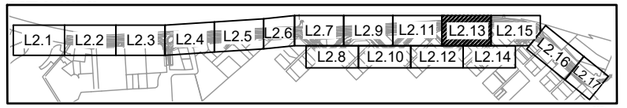
				Revised:	Designer: MR / BN	Structure Numbers	
				Void:	Detailer: KP		Sheet Number 251
					Sheet Subset: LANDSCAPE	Subset Sheets: 29 of 52	

KEY MAP



NTS

RE-SEED ALL DISTURBED AREAS WITH NATIVE GRASS

MATCHLINE - SEE SHEET L2.11

2 - DECIDUOUS SHRUBS
14 - GRASSES
5 - EVERGREEN SHRUBS
14 - GRASSES

3 - DECIDUOUS SHADE TREES

6 - DECIDUOUS SHRUBS
14 - GRASSES
RIVER ROCK MULCH, TYP.

GRAND AVENUE

2 - DECIDUOUS SHADE TREES
6 - DECIDUOUS SHRUBS
14 - GRASSES

15 - GRASSES
6 - DECIDUOUS SHRUBS
8 - DECIDUOUS SHRUBS
12 - GRASSES
18 - EVERGREEN SHRUBS
24 - EVERGREEN SHRUBS

MATCHLINE - SEE SHEET L2.15

WALL ST

W 2ND ST

18 - GRASSES
12 - EVERGREEN SHRUBS
16 - DECIDUOUS SHRUBS

6 - DECIDUOUS ORNAMENTAL TREES

2ND STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT PLAN RE: 1/L3.5

MATCHLINE - SEE SHEET L2.12

MATCHLINE - SEE SHEET L2.14

SHEET L2.13

0 15 30

SCALE: 1"=30'-0"

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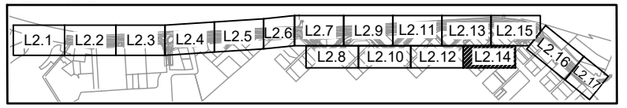
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 30 of 52

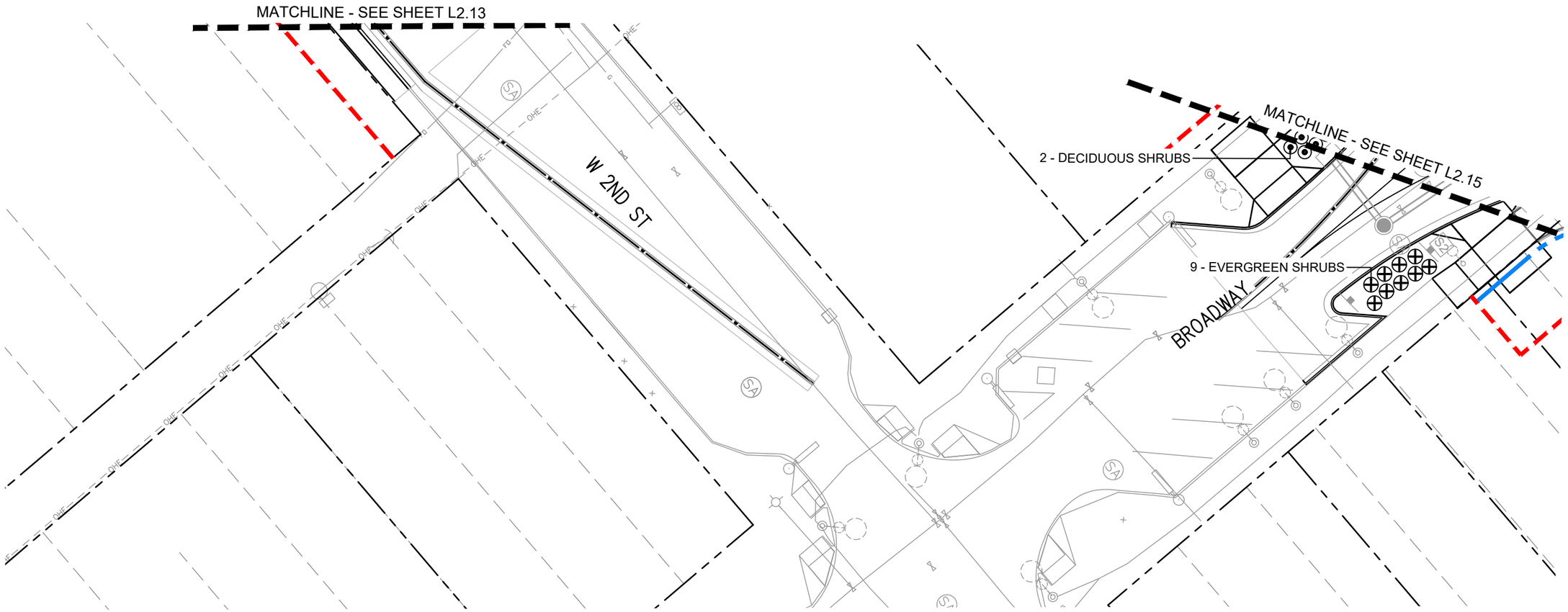
Project No./Code

Sheet Number 252

KEY MAP



NTS



SHEET L2.14

0 15 30

SCALE: 1"=30'-0"

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LANDSCAPE PLAN

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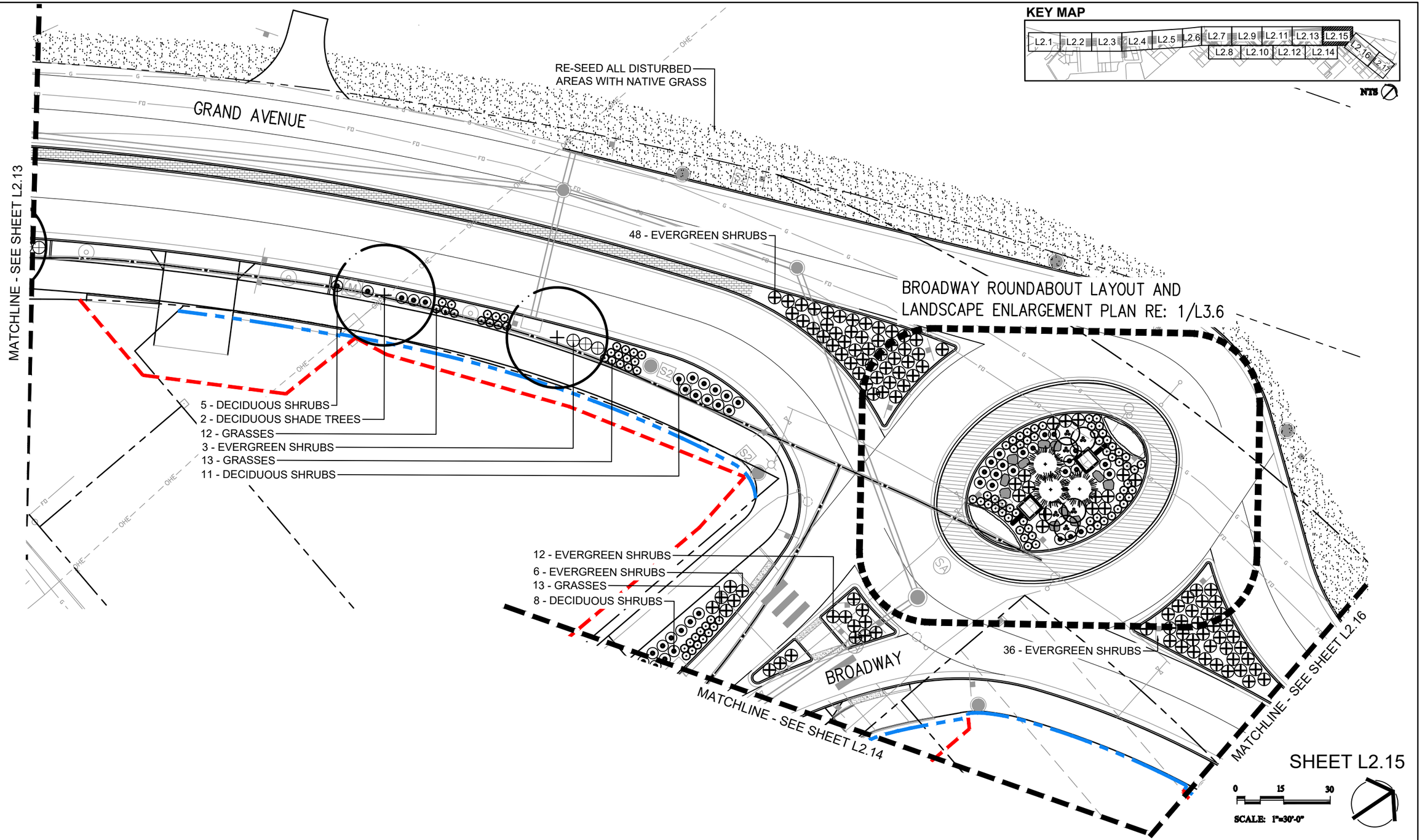
Detailer: KP
Structure Numbers:
Sheet Subset: LANDSCAPE
Subset Sheets: 31 of 52

Project No./Code:

Sheet Number 253



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LANDSCAPE PLAN

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Detailer: KP

Sheet Subset: LANDSCAPE

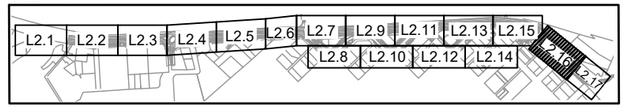
Structure Numbers

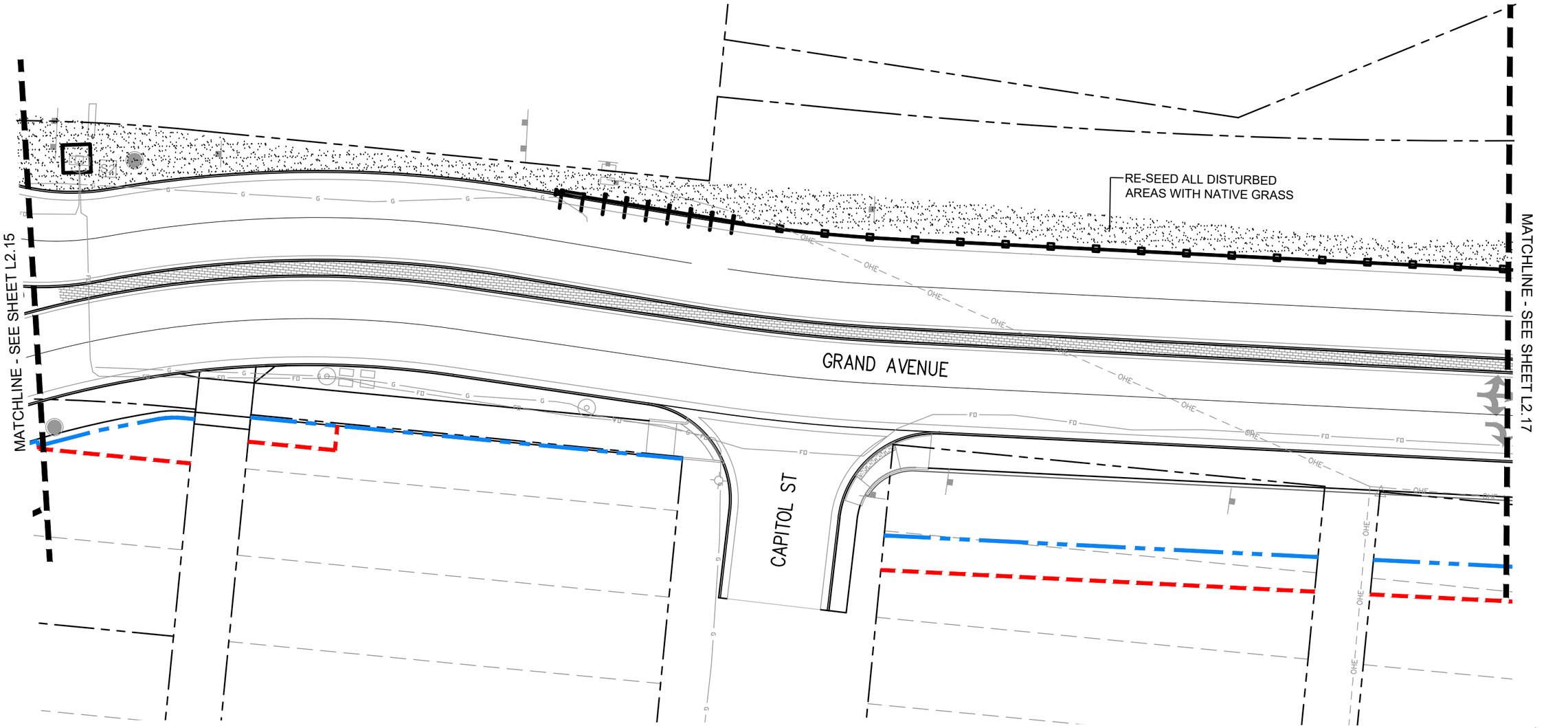
Subset Sheets: 32 of 52

Project No./Code

Sheet Number 254

KEY MAP





SHEET L2.16 SCALE: 1"=30'-0"

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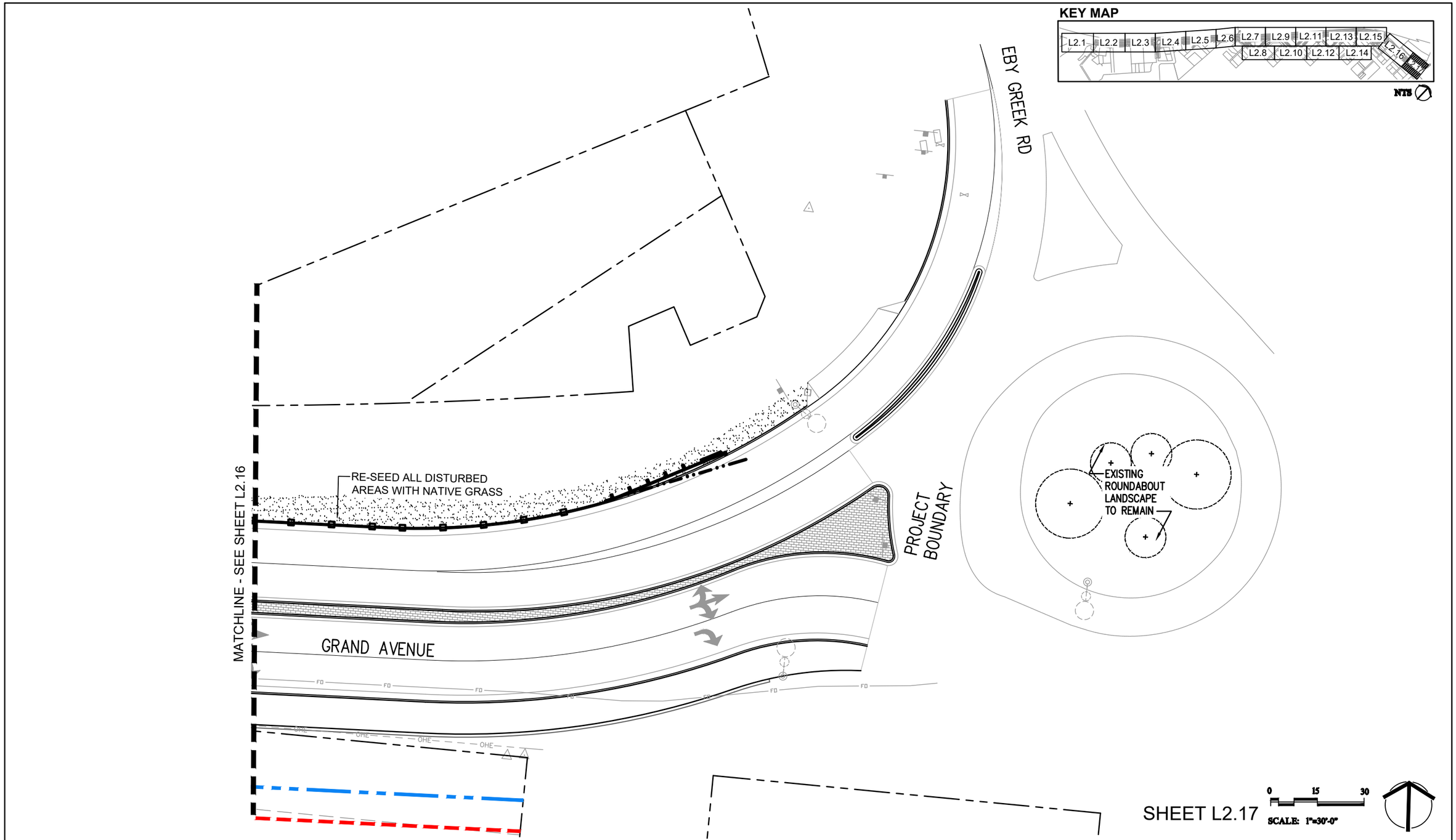
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 33 of 52

Project No./Code

Sheet Number 255



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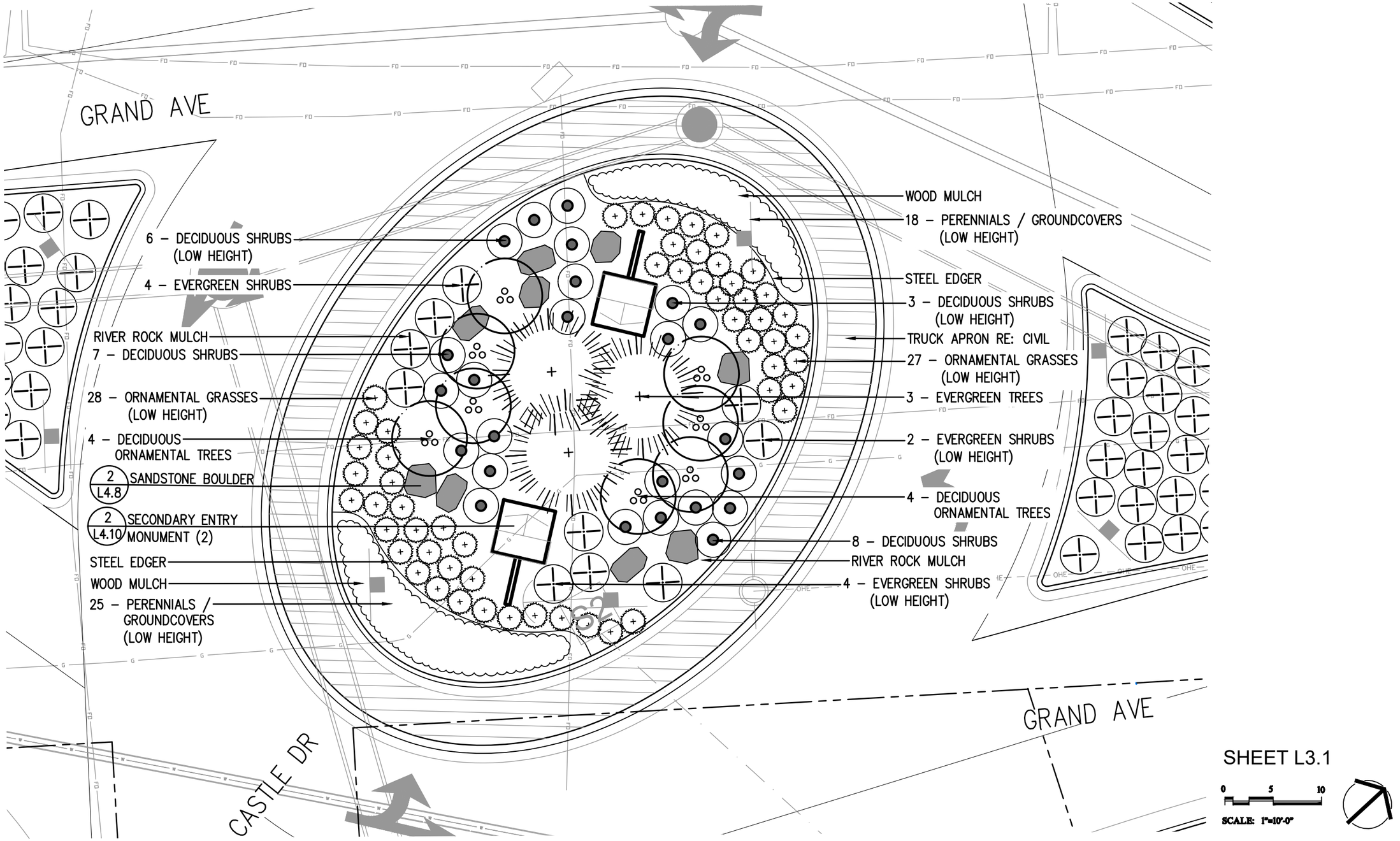
LANDSCAPE PLAN

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 34 of 52

Project No./Code

Sheet Number 256



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No Revisions:			
Revised:	Designer: MR / BN	Structure Numbers	
Void:	Detailer: KP		Sheet Number 257
	Sheet Subset: LANDSCAPE	Subset Sheets: 35 of 52	

GRAND AVE

BROOKS LANE

GRAND AVE

WOOD MULCH

STEEL EDGER

4 – DECIDUOUS ORNAMENTAL TREE

34 – ORNAMENTAL GRASSES (LOW HEIGHT)

4 – EVERGREEN SHRUBS (LOW HEIGHT)

2 / L4.10 SECONDARY ENTRY MONUMENT (2)

RIVER ROCK MULCH

32 – ORNAMENTAL GRASSES (LOW HEIGHT)

15 – PERENNIALS / GROUNDCOVERS (LOW HEIGHT)

2 / L4.8 SANDSTONE BOULDER

TRUCK APRON RE: CIVIL

3 – DECIDUOUS SHRUBS (LOW HEIGHT)

4 – EVERGREEN SHRUBS (LOW HEIGHT)

3 – EVERGREEN TREES

5 – DECIDUOUS ORNAMENTAL TREES

9 – DECIDUOUS SHRUBS

STEEL EDGER

22 – PERENNIALS/GROUNDCOVERS (LOW HEIGHT)

WOOD MULCH

5TH STREET

SHEET L3.2

0 5 10

SCALE: 1"=10'-0"

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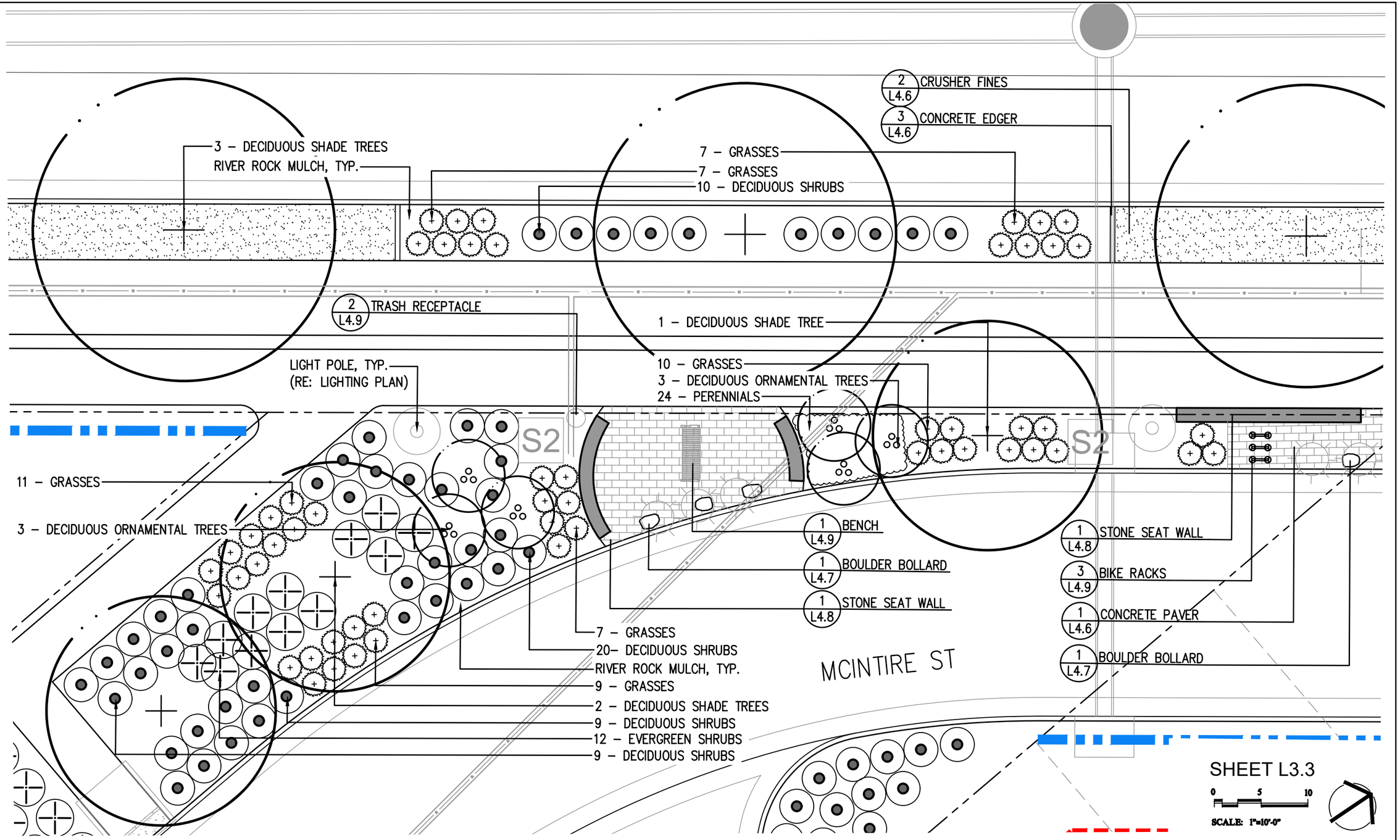
Void:

5TH STREET ROUNDABOUT LAYOUT AND LANDSCAPE ENLARGEMENT

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 36 of 52

Project No./Code

Sheet Number 258



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4TH STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT

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Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 37 of 52

Project No./Code

Sheet Number 259

1 – DECIDUOUS SHADE TREES
RIVER ROCK MULCH, TYP.
10 – EVERGREEN SHRUBS
7 – GRASSES
7 – GRASSES
9 – DECIDUOUS SHRUBS
2 L4.9 TRASH RECEPTACLE
24 – PERENNIALS
LIGHT POLE, TYP. (RE: LIGHTING PLAN)
3 – DECIDUOUS ORNAMENTAL TREES
9 – GRASSES
18 – EVERGREEN SHRUBS
20– DECIDUOUS SHRUBS
3 L4.9 BIKE RACKS
1 L4.9 BENCH
1 L4.6 CONCRETE PAVER
1 L4.8 STONE SEAT WALL
1 L4.7 BOULDER BOLLARD
W 4TH ST
13 – GRASSES
1 – DECIDUOUS SHADE TREE
9 – GRASSES
3 – DECIDUOUS ORNAMENTAL TREES
RIVER ROCK MULCH, TYP.
2 – DECIDUOUS SHADE TREES
9 – GRASSES
12 – DECIDUOUS SHRUBS
OHE
0 5 10
SCALE: 1"=10'-0"
SHEET L3.4

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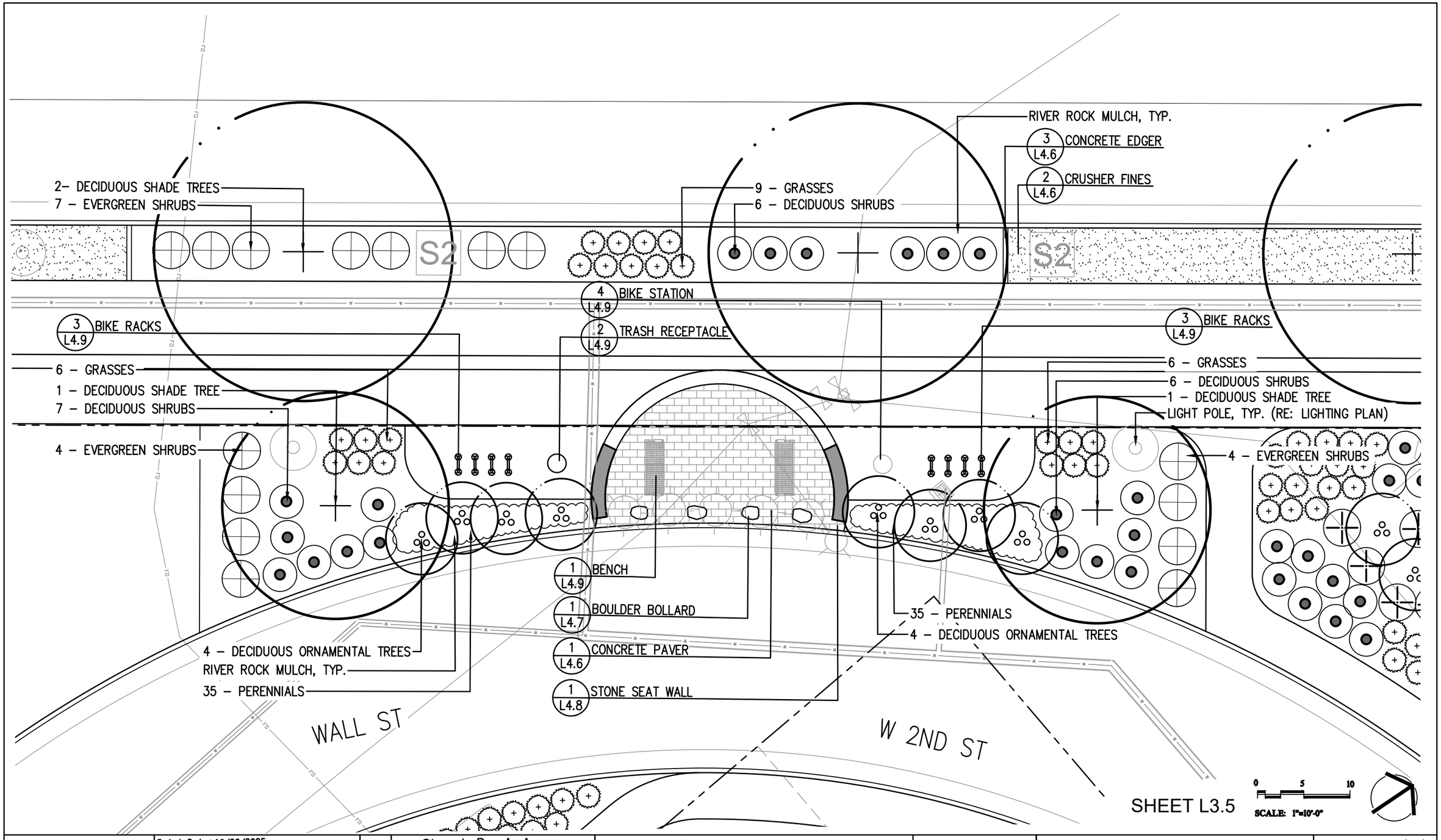
4TH STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 38 of 52

Project No./Code

Sheet Number 260



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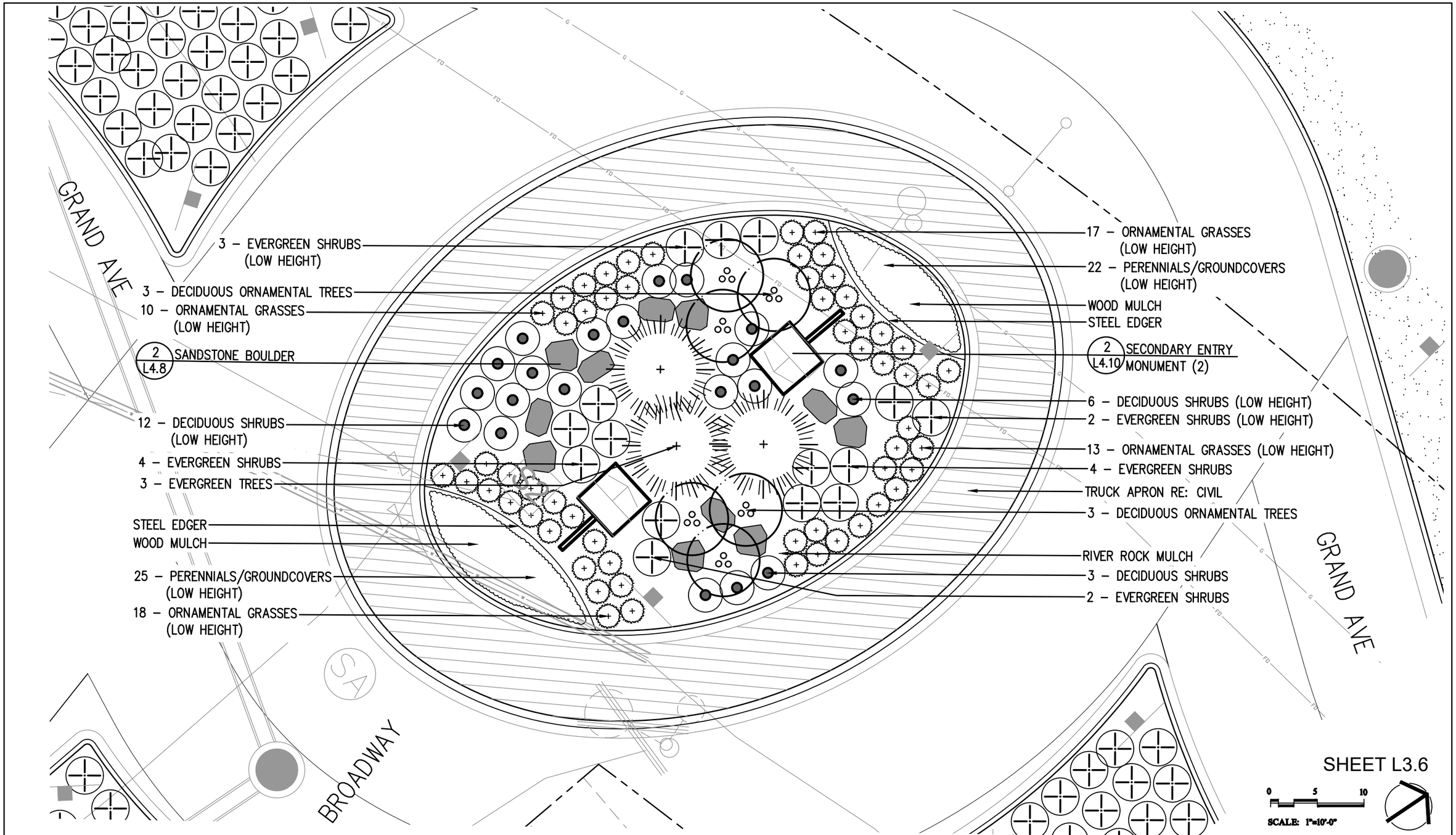
2ND STREET PLAZA LAYOUT AND LANDSCAPE ENLARGEMENT

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 39 of 52

Project No./Code

Sheet Number 261



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No Revisions:			
Revised:	Designer: MR / BN	Structure Numbers	
	Detailer: KP		
Void:	Sheet Subset: LANDSCAPE	Subset Sheets: 40 of 52	Sheet Number 262

PLANT LIST

SYM	COMMON	BOTANICAL NAME	SIZE	DESCRIPTION	WATER USAGE
DECIDUOUS TREES					
	BIGTOOTH MAPLE	ACER GRANDIDENTATUM	2" CAL.	SPECIMEN QUALITY B&B, STAKED	M
	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS	2" CAL.	SPECIMEN QUALITY B&B, STAKED	M
	BUR OAK	QUERCUS MACROCARPA	2" CAL.	SPECIMEN QUALITY B&B, STAKED	M
EVERGREEN TREES					
	DOUGLAS FIR	PSEUDOTSUGA MENZIESII	8'–10' HT.	SPECIMEN QUALITY B&B, STAKED	M
	PINYON PINE	PINUS EDULIS	6' HT.	SPECIMEN QUALITY B&B, STAKED	M
	BOSNIAN PINE 'EMERALD ARROW'	PINUS HELDREICHII 'EMERALD ARROW'	6' HT.	SPECIMEN QUALITY B&B, STAKED	M
ORNAMENTAL TREES					
⊕	ROCKY MOUNTAIN MAPLE	ACER GLABRUM	6'–8' HT. (CLUMP FORM)	SPECIMEN QUALITY B&B, STAKED	M
	QUAKING ASPEN	POPULUS TREMULOIDES	2" CAL. (CLUMP FORM)	SPECIMEN QUALITY B&B, STAKED	M
	SERVICEBERRY	AMELANCHIER ARBOREA	6'–8' HT. (CLUMP FORM)	SPECIMEN QUALITY B&B, STAKED	M
DECIDUOUS SHRUBS					
	RABBITBRUSH	CHRYSOTHAMNUS NAUSEOSUS	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	GOLDEN CURRANT	RIBES AUREUM	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	GRO LOW SUMAC	RHUS AROMATICA 'GRO–LOW'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	PAWNEE BUTTE SANDCHERRY	PRUNUS BESSEYI 'P011S'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	DWARF RABBITBRUSH	ERICAMERIA NAUSEOSA VAR. NAUSEOSA	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	RUSSIAN SAGE	SALVIA YANGII	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	LEADPLANT	AMORPHA CANESCENS	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	KODIAK BLACK BUSH HONEYSUCKLE	DIERVILLA RIVULARIS 'SMNDRSF'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L

SHEET L4.0

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PLANTING SCHEDULE

Designer: MR / BN
Detailer: KP
Structure Numbers
Sheet Subset: LANDSCAPE
Subset Sheets: 41 of 52

Project No./Code

Sheet Number 263

PLANT LIST

SYM	COMMON	BOTANICAL NAME	SIZE	DESCRIPTION	WATER USAGE
DECIDUOUS SHRUBS					
	MISS KIM LILAC	SYRINGA PUBESCANS SUBSP. PATULA 'MISS KIM'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	WAX CURRANT	RIBES CEREUM	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	HANCOCK CORALBERRY	SYMPHOTICARPOS X CHENAULTII 'HANCOCK'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'NANA'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	WHITE POTENTILLA	POTENTILLA FRUITCOSA 'MCKAY'S WHITE'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	ALPINE CURRANT	RIBES CEREUM	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	DWARF LEADPLANT	AMORPHA NANA	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	MOUNTAIN NINEBARK	PHYSOCARPUS OPULIFOLIUS	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	M
	GOLDSTAR POTENTILLA	POTENTILLA FRUTICOSA 'GOLDSTAR'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	M
EVERGREEN SHRUBS					
	DWARF MUGO PINE	PINUS MUGO VAR. PUMILIO	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	MANZANITA	ARCTOSTAPHYLOS PATULA	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
GRASSES					
	FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	M
	INDIAN RICE GRASS	ORYZOPSIS HYMENOIDES	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	BLUE AVENA	HELICTOTRICHON SEMPERVIRENS	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L
	SWTICH GRASS	PANICUM VIRGATUM	#5	CONTAINER, 5 CANES MIN. 12"–18" HT.	L

SHEET L4.1

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PLANTING SCHEDULE

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers:
Subset Sheets: 42 of 52

Project No./Code:

Sheet Number 264

PLANT LIST

SYM	COMMON	BOTANICAL NAME	SIZE	DESCRIPTION	WATER USAGE
PERENNIALS					
	COMMON YARROW	ACHILLEA MILLEFOLIUM	#1	CONTAINER	L
	TANSY ASTER	MACHAERANTHERA CANESCENS	#1	CONTAINER	L
	BLANKET FLOWER	GAILLARDIA ARISTATA	#1	CONTAINER	L
	BEEBALM	MONARDA FISTULOSA	#1	CONTAINER	L
	PURPLE CONE FLOWER	ECHINACEA PURPUREA	#1	CONTAINER	L
	CATMINT	NEPETA	#1	CONTAINER	L
	PENSTEMON	PENSTEMON NITIDUS	#1	CONTAINER	L
	COLUMBINE	AQUILEGIA	#1	CONTAINER	L
	COREOPSIS	COREOPSIS	#1	CONTAINER	L
	GAYFEATHER	LIATRIS	#1	CONTAINER	L
	PRAIRIE CONEFLOWER	RATIBIDA	#1	CONTAINER	L
	CREEPING MAHONIA	MAHONIA REPENS	#1	CONTAINER	L
	DWARF SHASTA DAISY	LEUCANTHEMUM COMPACT 'SNOW LADY'	#1	CONTAINER	L
	GERANIUM BEVANS	GERANIUM MACRORRHIZUM 'BEVAN'S VARIETY'	#1	CONTAINER	L
	SALVIA, MAY NIGHT	SALVIA SYLVESTRIS X 'MAINACHII'	#1	CONTAINER	L

SHEET L4.2

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PLANTING SCHEDULE

Designer: MR / BN
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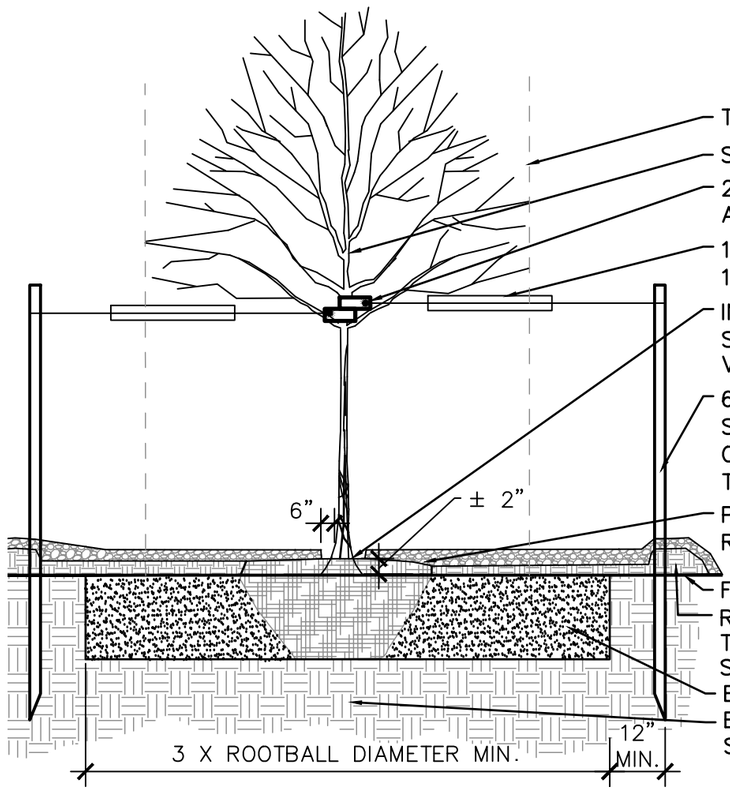
Structure Numbers:
Subset Sheets: 43 of 52

Project No./Code:

Sheet Number 265



TREE DRIP LINE

SET TREE PLUMB

2" WIDE CANVAS STRAP W/ GROMMETS, INTERLOCK ABOVE 1ST BRANCH

14 GAUGE GALV. WIRE WITH 1/2" DIA. WHITE PVC ON EACH WIRE 12" IN LENGTH. INSTALL JUST ABOVE THE FIRST BRANCHES

INSTALL THE TOP OF THE ROOT FLARE 2" ABOVE SURROUNDING FINISH GRADE. SEE DETAIL 6/L13. VERIFY HEIGHT WITH PROJECT MANAGER.

6' STEEL T–POSTS USE TWO (2) FOR DECIDUOUS TREES SMALLER THAN 3" CALIPER. INSTALL ON THE WINDWARD AND OPPOSITE SIDE. USE THREE (3) STEEL T–POSTS WITH TRIANGULAR SPACING FOR TREES 3" CALIPER AND LARGER.

PROVIDE MULCH, 2" DEPTH. KEEP 6" FROM TRUNK, MULCH RING TO BE 5' DIA. OR TO STAKING, WHATEVER IS GREATER

FINISHED GRADE

ROUND–TOPPED SOIL BERM 4" HIGH X 8" WIDE ABOVE THE ROOTBALL SURFACE. THE INNER BERM EDGE SHOULD BE AT THE EDGES OF THE ROOTBALL

BACKFILL WITH EXCAVATED NATIVE SOIL

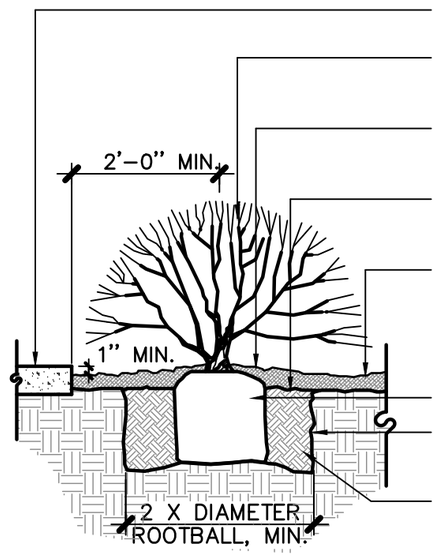
EXISTING SOIL. BOTTOM OF ROOT BALL SHALL SIT ON UNDISTURBED / RECOMPACTED SOIL

NOTES:

1. PRUNE ALL BROKEN, DISEASED OR CROSSING LIMBS.
2. CLEANLY PRUNE ALL DAMAGED ROOT ENDS.
3. DO NOT ALLOW ROOTS TO DRY OUT DURING INSTALLATION PROCESS.
4. DEEP WATER AFTER PLANTING. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
5. WRAP DECIDUOUS TREES PER SPECIFICATIONS (EXCLUDES COTTONWOOD TREES).
6. MULCH TO BE 'NATURAL WOOD MULCH' FROM A–1 ORGANICS.
7. FOR B&B TREES COMPLETELY REMOVE ALL WIRE BASKET, ALL TWINE AND ALL BURLAP FROM THE TREE'S ROOT BALL AT PLANTING. REMOVE ALL TWINE, PROTECTIVE SLEEVES, BAMBOO STAKES, HORTICULTURAL TAPE, FLAGGING AND/OR OTHER MATERIAL USED DURING TRANSPORT OR AT THE NURSERY.
8. THE TREE IDENTIFICATION TAG W/ TREE SPECIES INFORMATION SHALL BE LEFT ON THE TREE FOR FORESTRY OR HORTICULTURE STAFF TO REMOVE.
9. STEEL T– POSTS AND GUY WIRES TO BE REMOVED AT END OF WARRANTY PERIOD.

1 TYPICAL DECIDUOUS TREE PLANTING

SCALE: NTS



CONCRETE CURB OR SIDEWALK.

PRUNE ALL DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING.

SET SHRUB 1" HIGHER THAN THE GRADE AT WHICH IT GREW.

DIG PLANT PIT TWICE AS WIDE AS THE CONTAINER OR MORE.

APPLY SPECIFIED MULCH 4" DEEP OVER WEED BARRIER FABRIC.

REMOVE CONTAINER.

ROUGHEN SIDES OF PLANT PIT SCORE SIDES OF ROOTBALL OF ROOTBOUND PLANTS ONLY FILL PLANT PIT WITH SPECIFIED SOIL MIX.

GENERAL NOTES

HOLD GRADE 1" BELOW EDGE OF WALK OR CURB

- SHRUB PLANTING – REFER TO SHRUB BED LAYOUT FOR
- PLACEMENT OF SHRUBS.

FOR GROUPINGS OF SHRUBS, MULCH ENTIRE PLANTING AREA.

- FOR INDIVIDUAL SHRUBS, MULCH PLANTING PIT AREA ONLY.

GRADE EDGE OF PLANTING AREAS TO RETAIN MULCH.

- ANY BROKEN OR CRUMBLING ROOTBALL WILL BE
- REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.

2 TYPICAL SHRUB PLANTING

SCALE: NTS

SHEET L4.3

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PLANTING DETAILS

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Detailer: KP

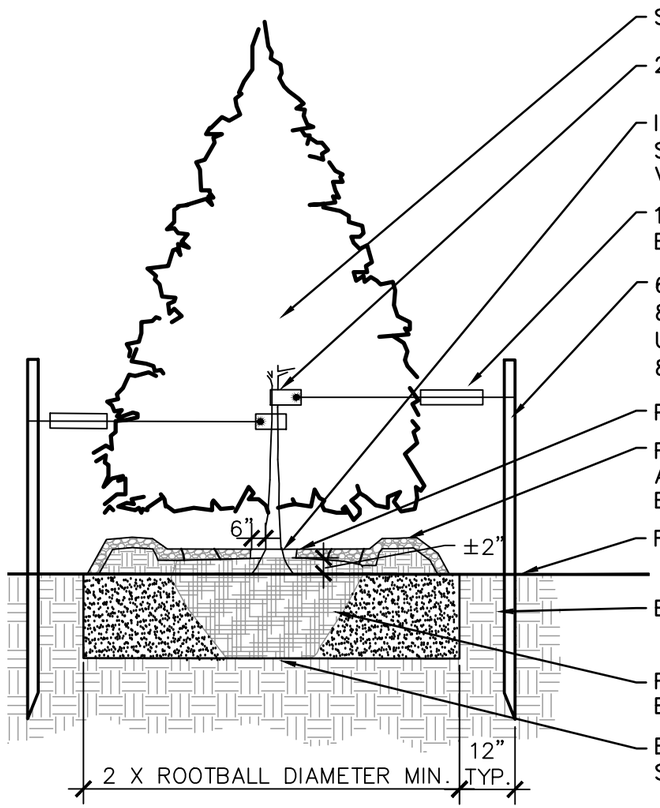
Sheet Subset: LANDSCAPE

Structure Numbers

Subset Sheets: 44 of 52

Project No./Code

Sheet Number 266



SET TREE PLUMB

2" WIDE CANVAS STRAP W/ GROMMETS

INSTALL THE ROOT FLARE AT OR SLIGHTLY ABOVE SURROUNDING FINISH GRADE. SEE DETAIL 6/L13. VERIFY HEIGHT WITH PROJECT MANAGER.

14 GAUGE GALV. WIRE WITH ½" DIA. WHITE PVC ON EACH WIRE 12" IN LENGTH

6' T–POSTS, USE TWO (2) FOR TREES SHORTER THAN 8' HT. INSTALL ON THE WINDWARD AND OPPOSITE SIDE. USE THREE (3) POSTS WITH TRIANGULAR SPACING FOR 8' AND TALLER EVERGREENS.

PROVIDE MULCH, 2" DEPTH. KEEP 6" FROM TRUNK

ROUND–TOPPED SOIL BERM 4" HIGH X 8" WIDE ABOVE THE ROOTBALL SURFACE. THE INNER BERM EDGE SHOULD BE AT THE EDGES OF THE ROOTBALL

FINISHED GRADE

BACKFILL WITH EXCAVATED NATIVE SOIL

REMOVE WIRE BASKET, TWINE AND BURLAP FROM ROOTBALL, SEE NOTES

EXISTING SOIL. BOTTOM OF ROOT BALL SHALL SIT ON UNDISTURBED / RECOMPACTED SOIL

NOTES:

1. PRUNE ALL DAMAGED, DISEASED OR CROSSING LIMBS.
2. CLEANLY PRUNE ALL DAMAGED ROOT ENDS.
3. DO NOT ALLOW ROOTS TO DRY OUT DURING INSTALLATION PROCESS.
4. DEEP WATER AFTER PLANTING. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
5. MULCH TO BE 'NATURAL WOOD MULCH' FROM A–1 ORGANICS.
6. FOR B&B TREES THE WIRE BASKET, ALL TWINE AND ALL BURLAP ARE TO BE COMPLETELY REMOVED FROM THE TREE'S ROOT BALL AT PLANTING. ALL TWINE, PROTECTIVE SLEEVES, FLAGGING AND/OR OTHER MATERIAL USED DURING TRANSPORT OR AT THE NURSERY SHALL BE REMOVED AT PLANTING.
7. THE TREE IDENTIFICATION TAG W/ TREE SPECIES INFORMATION SHALL BE LEFT ON THE TREE FOR FORESTRY OR HORTICULTURE STAFF TO REMOVE.
8. T– POSTS AND GUY WIRES TO BE REMOVED AT END OF WARRANTY PERIOD.

1 TYPICAL EVERGREEN TREE PLANTING

SCALE: NTS

SHEET L4.4

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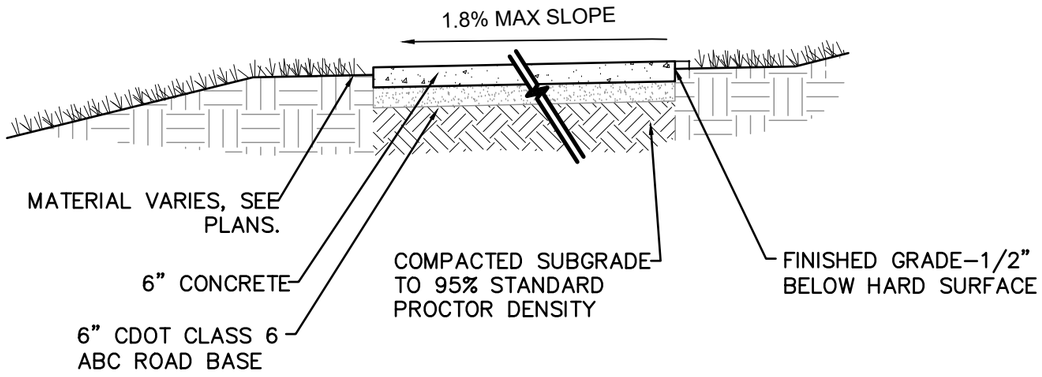
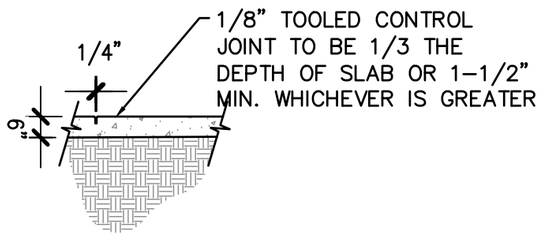
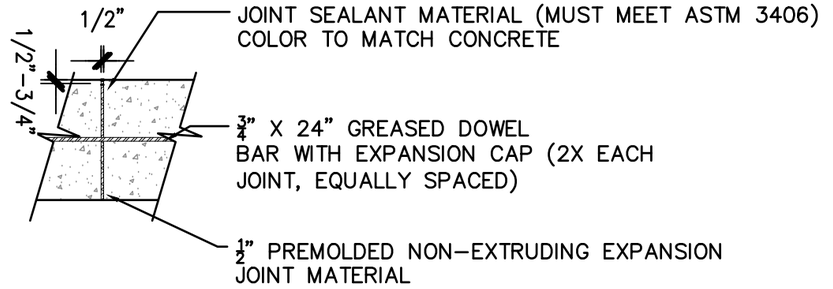
				Revised:	Designer: MR / BN; Detailer: KP; Structure Numbers		
				Void:	Sheet Subset: LANDSCAPE; Subset Sheets: 45 of 52	Sheet Number 267	





CONTROL JOINT



EXPANSION JOINT

1 CONCRETE PAVING

SCALE: NTS

DESIGNATION	DESCRIPTION	TYPE	COLOR	FINISH
TYPE C–1	CONCRETE	PEDESTRIAN PATH	STANDARD GRAY	BROOM
TYPE C–2	COLORED CONCRETE	BIKE PATH	INTEGRAL COLOR #1	BROOM
TYPE C–3	COLORED CONCRETE	LANE DIVIDER	INTEGRAL COLOR #2	BROOM
TYPE C–4	COLORED CONCRETE	MEDIAN	INTEGRAL COLOR #3	STAMPED

2 MATERIALS SCHEDULE

SCALE: NTS

SHEET L4.5

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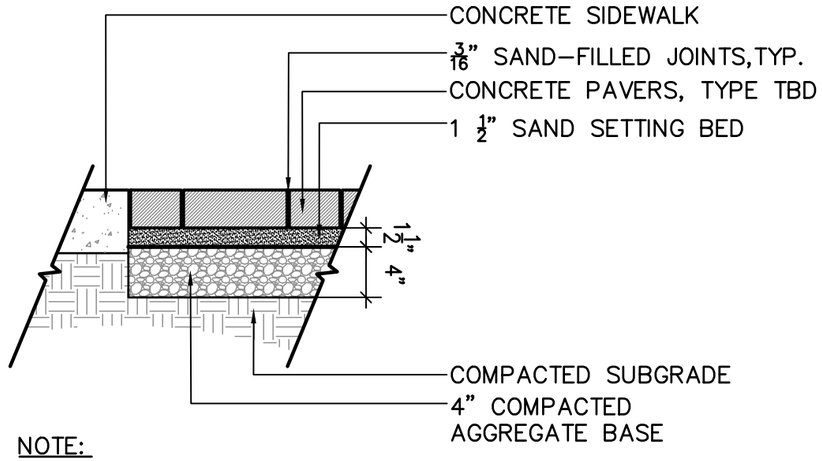
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers:
Subset Sheets: 46 of 52

Project No./Code:

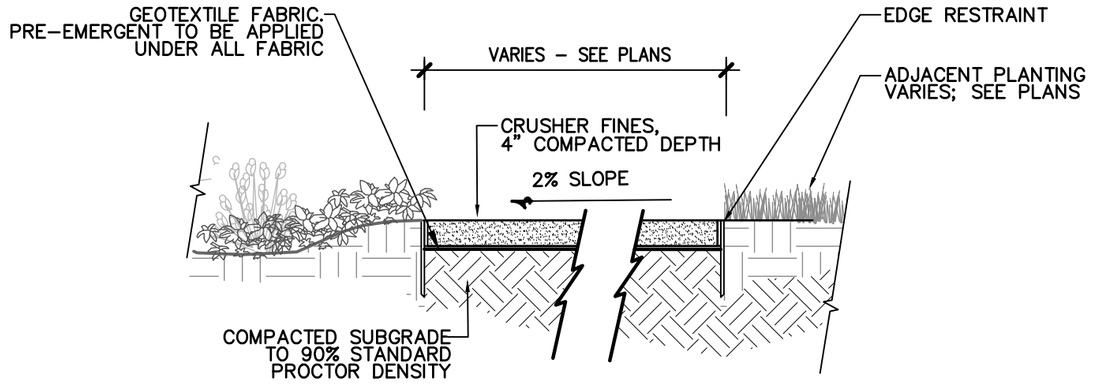
Sheet Number 268



NOTE:
REFER TO SPECIFICATIONS FOR PAVER STYLE AND COLOR.

1 CONCRETE PAVER

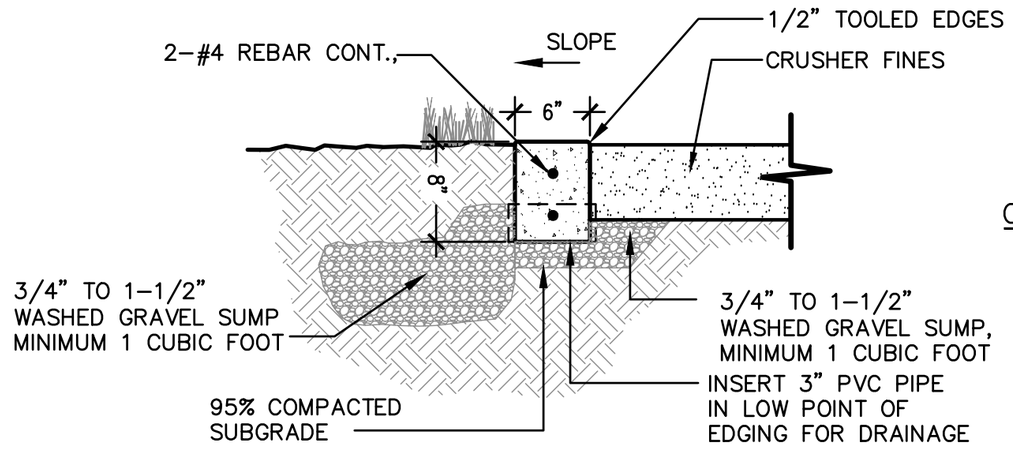
SCALE: NTS



NOTES:
1. DETAIL HAS BEEN PROVIDED TO ILLUSTRATE DESIGN INTENT.
2. CRUSHER FINES MATERIAL SHALL MEET THE FOLLOWING SPECIFICATIONS: CLEAN, HARD, DURABLE PARTICLES OR FRAGMENTS OF 3/8" MINUS SELECT GREY CRUSHED GRANITE, RIVER ROCK OR BASALT. FINES SHALL BE EVENLY MIXED THROUGHOUT THE AGGREGATE. FINES SHALL BE ANGULAR AND MINIMUM OF 90% SHALL HAVE AT LEAST ONE FRACTURED FACE.
3. SUB BASE SHALL BE ROLLED AND COMPACTED WITH NO LESS THAN 10 PASSES OF THE ROLLER. CRUSHER FINE APPLICATION SHALL BE WATERED, ROLLED AND COMPACTED WITH NO LESS THAN 5 PASSES EACH OF THE ROLLER. NO COMPACTION TESTING WILL BE REQUIRED
4. PROVIDE A FABRIC UNDER THE ENTIRE EXTENT OF THE CRUSHER FINES AREA. TYPE #3401 THERMALLY POLYPROPYLENE, NON–WOVEN, THIN WEED CONTROL FABRIC 4.0 OZ/LINEAL YARD WEIGHT OR APPROVED SUBSTITUTION.

2 CRUSHER FINES

SCALE: NTS



CONCRETE EDGE:
1. 4000 PSI CONCRETE BAND WITH FIBERMESH.
2. PROVIDE CONTROL JOINTS AT 3'–0" O.C.
3. ALL REBAR TO BE EPOXY COATED
4. ALL CONCRETE EDGER COLOR TO BE GRAY
5. CONCRETE EDGER IS TO BE CONSTRUCTED AROUND ALL CRUSHER FINES AREAS UNLESS OTHERWISE NOTED ON PLANS

3 CONCRETE EDGER

SCALE: NTS

SHEET L4.6

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Detailer: KP
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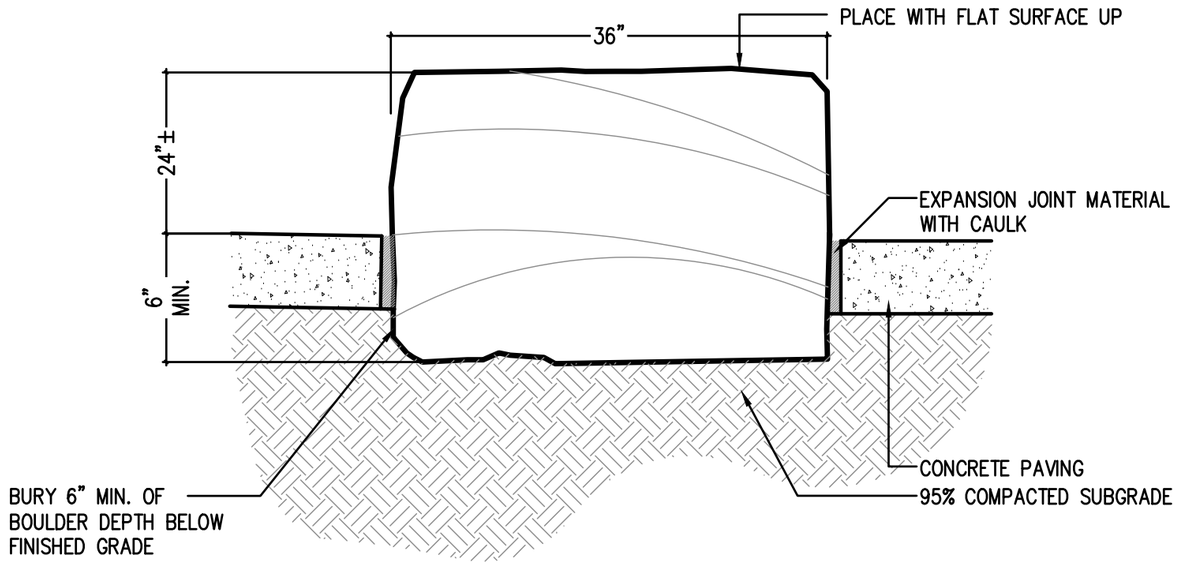
Structure Numbers:
Subset Sheets: 47 of 52

Project No./Code

Sheet Number 269



NOTE:

1. ALL BOULDERS TO BE BUFF SANDSTONE, WITH FLAT TOPS FOR SEATING.
2. DO NOT FRACTURE BOULDER DURING PLACEMENT, SUCH ACTION WILL BE CAUSE FOR REJECTION, LANDSCAPE ARCHITECT TO MAKE THAT DETERMINATION.
3. SELECT AND PLACE BOULDERS SO THAT MINIMAL EXCAVATION SCARS ARE VISIBLE.
4. PLACE BOULDERS TO CONFIGURATIONS AND LOCATIONS AS SHOWN ON PLAN.
5. POWER-WASH OFF BOULDER AFTER PLACEMENT.
6. ALL BOULDERS TO BE BURIED 6" MINIMUM.
7. ALL BOULDERS TO BE APPROVED BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE PRIOR TO PLACEMENT.
8. EXPANSION JOINT MATERIAL AND CAULK TO BE USED BETWEEN ALL BOULDERS AND CONCRETE.
9. CHISEL ALL SHARP EDGES SMOOTH.

BOULDER SIZES:

1. UNLESS OTHERWISE NOTED, ALL BOULDERS TO BE MINIMUM SIZE OF 2'-0" W x 3'-0" L BY 24" HEIGHT
   1.1. LARGER SIZES ARE ENCOURAGED
2. RE: PLANS FOR APPROXIMATE BOULDER SIZING

1 BOULDER BOLLARD

SCALE: NTS

SHEET L4.7

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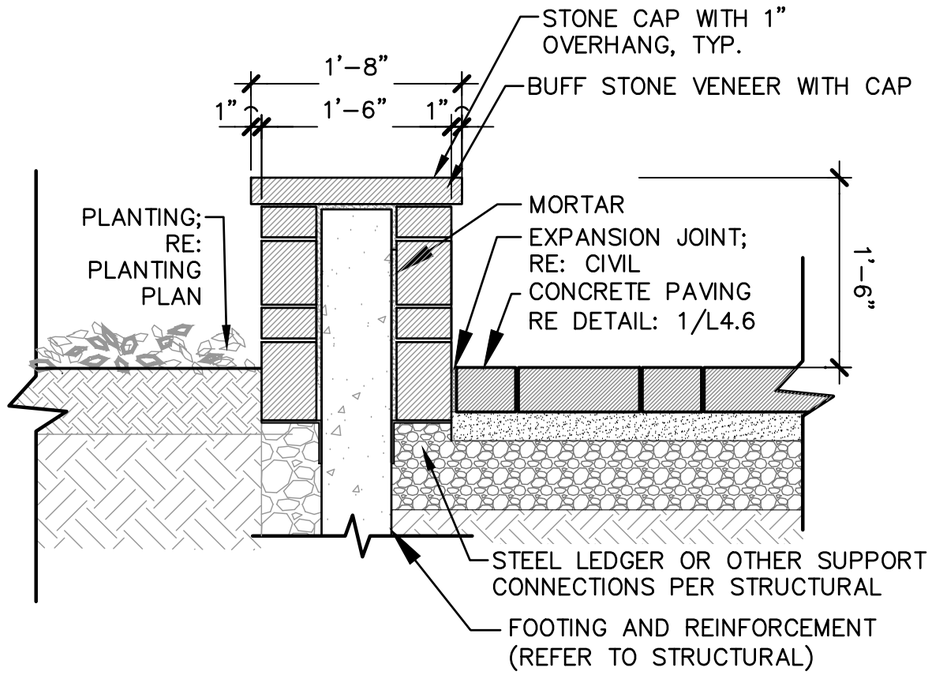
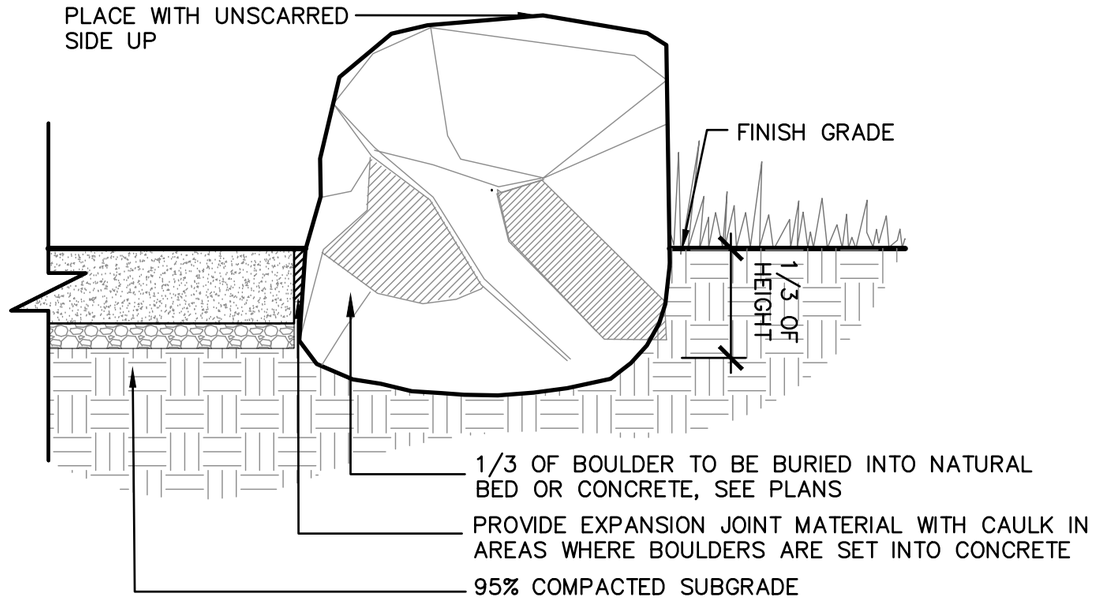
Sheet Number 270



NOTES:
1. DETAIL HAS BEEN PROVIDED TO ILLUSTRATE DESIGN INTENT.
2. STONE TYPE, FINISH AND SIZE TO BE DETERMINED.
3. TOP AND BOTTOM OF WALL ELEVATIONS PER CIVIL.
4. WALL REINFORCEMENT AND DEPTH OF FOOTER PER STRUCTURAL.

1 STONE SEATWALL

SCALE: NTS



LANDSCAPE BOULDERS TO BE COLORADO BUFF SANDSTONE, SIZES ARE APPROXIMATE.
- 1/3 OF BOULDERS SHALL BE SMALL SIZE: 2'HTx2.5'Wx3'L
- 1/3 OF BOULDERS SHALL BE MEDIUM SIZE: 2'HTx3'Wx4'L
- 1/3 OF BOULDERS SHALL BE LARGE SIZE: 30"HTx4'Wx6'L

NOTE:
1. ALL BOULDERS TO BE BUFF SANDSTONE
2. DO NOT FRACTURE BOULDER DURING PLACEMENT, SUCH ACTION WILL BE CAUSE FOR REJECTION, LANDSCAPE ARCHITECT TO MAKE THAT DETERMINATION
3. SELECT AND PLACE BOULDERS SO THAT MINIMAL EXCAVATION SCARES ARE VISIBLE
4. PLACE BOULDERS TO CONFIGURATIONS AND LOCATIONS AS SHOWN ON PLAN
5. WASH OFF BOULDER AFTER PLACEMENT
6. CONTRACTOR TO REFER TO PLANS FOR THE EXACT SIZES AND LOCATIONS OF EACH LANDSCAPE BOULDER ON SITE.
7. ALL BOULDERS TO BE BURIED A MINIMUM OF 6"
8. ALL BOULDERS TO BE APPROVED BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE PRIOR TO PLACEMENT
9. EXPANSION JOINT MATERIAL TO BE USED BETWEEN ALL BOULDERS AND CONCRETE
10. BOULDER SIZES SHOWN BELOW ARE THE STANDARD SIZES UNLESS OTHERWISE NOTED ON PLAN

2 SANDSTONE BOULDER

SCALE: NTS

SHEET L4.8

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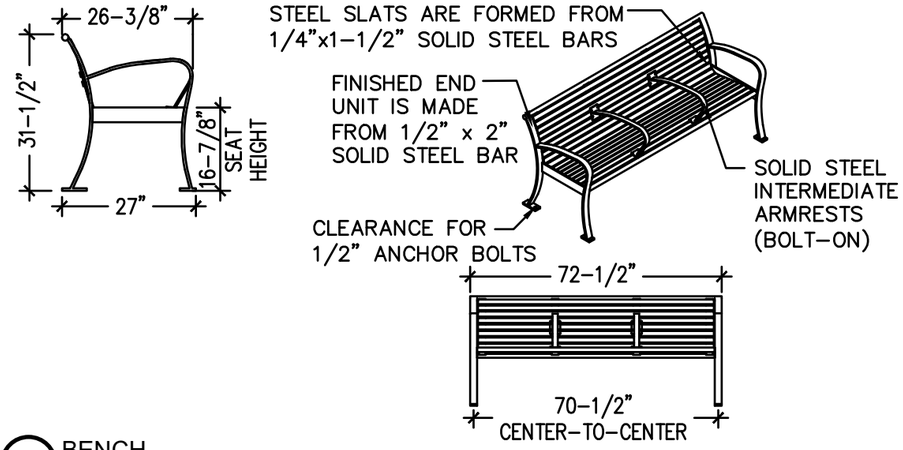
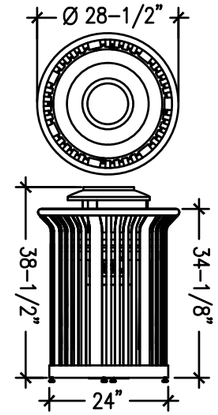


1 BENCH

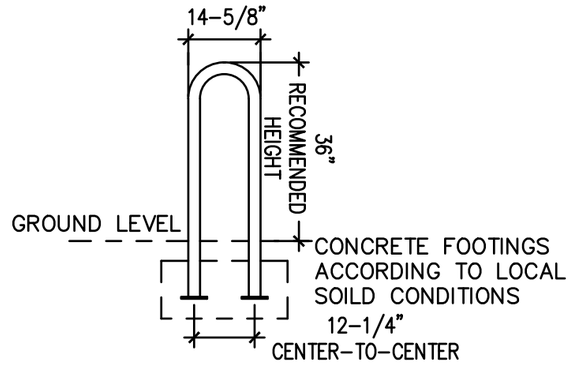
MANUFACTURER: VICTOR STANLEY SCALE: NTS
MODEL: RBF-28
COLOR: BLACK
AS SUPPLIED BY VICTOR STANLEY, (800) 368-2573 OR APPROVED EQUAL



2 TRASH RECEPTACLE

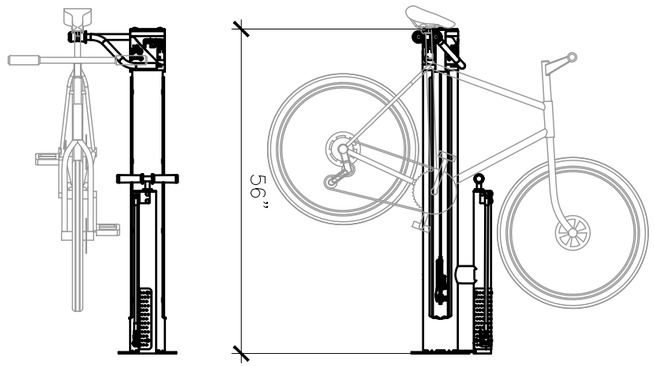
SCALE: NTS
MANUFACTURER: VICTOR STANLEY
MODEL: ES-342, WITH S-2A FORMED DOME LID WITH STAINLESS STEEL ASHTRAY
COLOR: BLACK
SIZE: 36-GALLON LITTER RECEPTACLE

AS SUPPLIED BY VICTOR STANLEY, (800) 368-2573 OR APPROVED EQUAL



3 BIKE RACKS

MANUFACTURER: VICTOR STANLEY SCALE: NTS
MODEL: BRCS-101
COLOR: BLACK
MOUNT: STANDARD IN-GROUND AS SUPPLIED BY VICTOR STANLEY, (800) 368-2573 OR APPROVED EQUAL



FRONT ELEVATION SIDE ELEVATION

SPECIFICATIONS
CAPACITY: 1 BIKE
MAIN BODY: 6" X 12G TUBE
BIKE HANGER: 1" SOILD ROUND BAR
FOOT: 10"DIA. X .25"PLATE
TOOL TETHERS: $\frac{3}{16}$" STAINLESS STEEL CABLE
MANUAL AIR PUMP
FINISH: GALVANIZED

4 BIKE STATION

MANUFACTURER: DERO A PLAYCORE COMPANY SCALE: NTS
MODEL: 118-131
COLOR: POWDERCOAT BRONZE
AS SUPPLIED BY DERO BIKE RACK CO, (612) 359-0689 OR APPROVED EQUAL

SHEET L4.9

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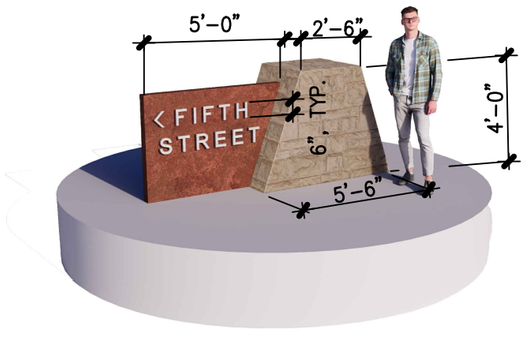
	DHM DESIGN, 900 S. Broadway Suite 300, Denver, CO 80209, 303.892.5566, www.dhmdesign.com			No Revisions:			
				Revised:	Designer: MR / BN; Detailer: KP; Structure Numbers		
				Void:	Sheet Subset: LANDSCAPE; Subset Sheets: 50 of 52		Sheet Number 272

— "EAGLE" TO BE BACK LIT

— STONE TO MATCH EXISTING SIGNAGE

— CORTEN STEEL PLATE
WITH BLACK LIT LETTERS

1 PRIMARY ENTRY MONUMENT



2 SECONDARY ENTRY MONUMENT

SHEET L4.10

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Revised:
Void:

SITE DETAILS

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 51 of 52

Project No./Code

Sheet Number 273

HARDSCAPE ELEMENTS	QUANTITY	UNIT
CONCRETE PAVERS (PLAZA SPACES)	1000	SF
AGGREGATE BASE (BELOW PLAZA PAVERS, 2" DEPTH)	7	CY
STAMPED CONCRETE (MEDIANS)	8700	SF
CONCRETE EDGER	172	LF
STEEL EDGER (ROUNDABOUT)	175	LF
CRUSHER FINES	7300	SF
BENCHES (IN PLAZA SPACES)	4	EACH
TRASH RECEPTACLES (IN PLAZA SPACES)	3	EACH
BOULDER BOLLARDS	13	EACH
BIKE RACKS	4	EACH
BIKE MAINTENANCE STATION	1	EACH
CAST-IN-PLACE STONE VENEER SEAT WALLS (IN PLAZA SPACES)	110	LF
PRIMARY GATEWAY ELEMENT	1	EACH
SECONDARY GATEWAY ELEMENT	6	EACH
MISCELLANEOUS WAYFINDING SIGNAGE (ALLOWANCE)	1	LS

LANDSCAPE ELEMENTS	QUANTITY	UNIT
TREES (DECIDUOUS 3" CAL., 60' O.C., PLANTING SOUTH STRIP)	35	EACH
TREES (DECIDUOUS ORNAMENTAL 2.5" CAL., IN PLAZAS AND ROUNDABOUTS)	59	EACH
TREES (EVERGREEN, 6-10' HEIGHT, ROUNDABOUTS)	9	EACH
MEDIAN SHRUBS (4' O.C.)	435	EACH
MEDIAN ORNAMENTAL GRASSES (4' O.C.)	115	EACH
MEDIAN ROCK MULCH	18400	SF
PLANTING STRIP (SOUTH SIDE/PLAZAS) SHRUBS (4' O.C.)	922	EACH
PLANTING STRIP (SOUTH SIDE/PLAZAS) ORNAMENTAL GRASSES/PERENNIALS (4'O.C.)	800	EACH
PLANTING STRIP (SOUTH SIDE/PLAZAS) ROCK MULCH	30900	SF
ROUNDABOUT SHRUBS (4'O.C.)	100	EACH
ROUNDABOUT ORNAMENTAL GRASSES/PERENNIALS (4'O.C.)	350	EACH
ROUNDABOUT WOOD MULCH	820	SF
ROUNDABOUT ROCK MULCH	5000	SF
ROUNDABOUT BOULDERS	28	EACH
TOPSOIL (MEDIANS, SOUTH SIDE PLANT STRIP, ROUNDABOUTS, 6" DEPTH)	900	CY
SOIL AMENDMENTS	50000	SF
NATIVE SEEDING AT DISTURBED GRADES (10' WIDTH OFF NORTH ROAD EDGE)	41000	SF
IRRIGATION	41000	SF
IRRIGATION CONTROLLER / BACKFLOW	1	LS

1 HARDSCAPE / LANDSCAPE TAKE OFFS

SHEET L4.11

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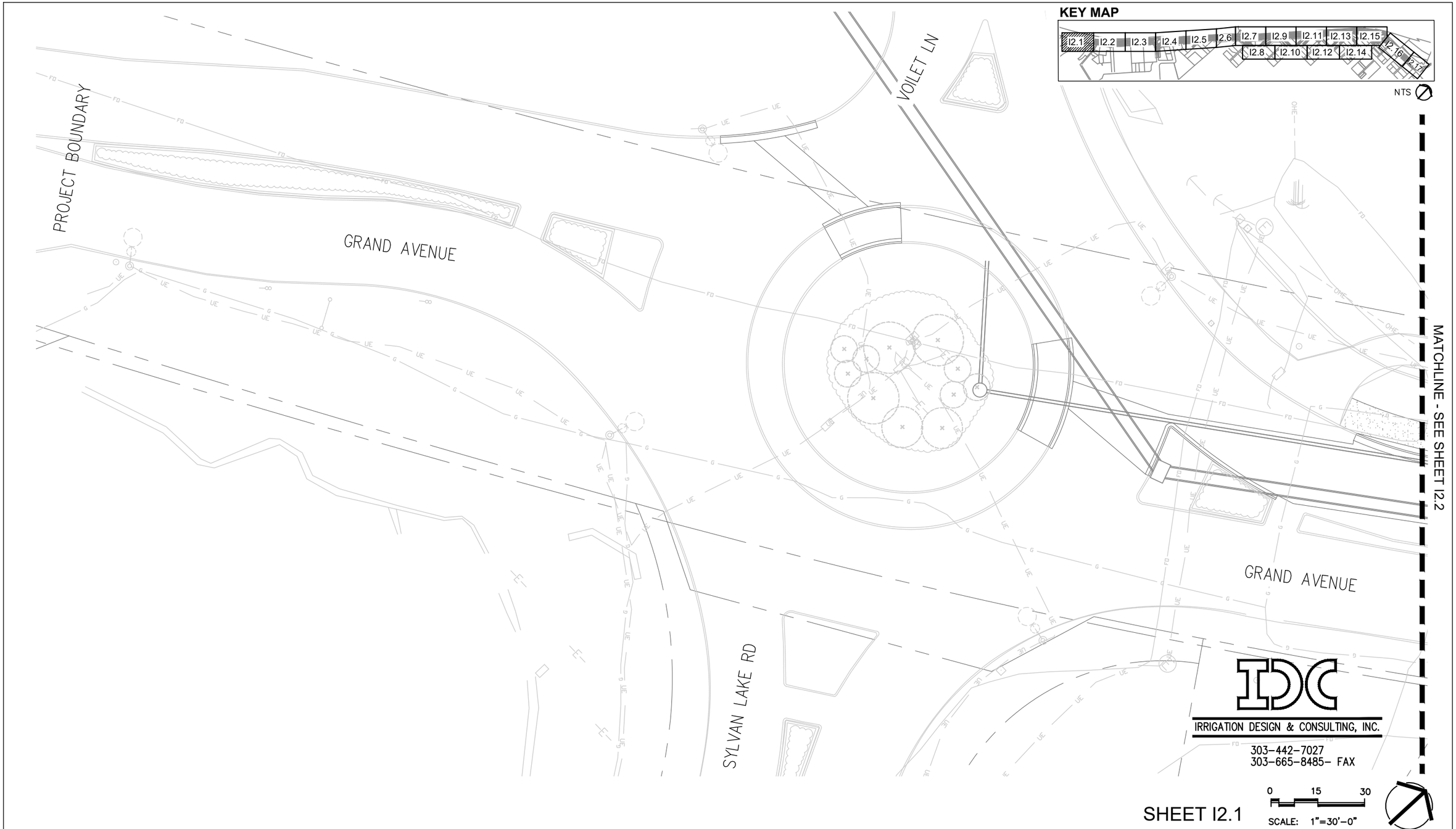
Void:

SITE DETAILS

Designer: MR / BN
Detailer: KP
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 52 of 52

Project No./Code

Sheet Number 274



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Revised:

Void:

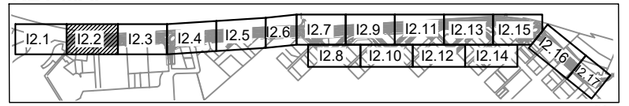
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 1 of 19

Project No./Code

Sheet Number 275

KEY MAP



NTS

MATCHLINE - SEE SHEET I2.1

GRAND AVENUE

KING RD

A1
3/4"

MATCHLINE - SEE SHEET I2.3

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SHEET I2.2

0 15 30

SCALE: 1"=30'-0"

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No Revisions:

Revised:

Void:

IRRIGATION PLAN

Designer: SN

Detailer: SN

Sheet Subset: LANDSCAPE

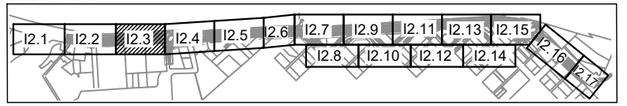
Structure Numbers

Subset Sheets: 2 of 19

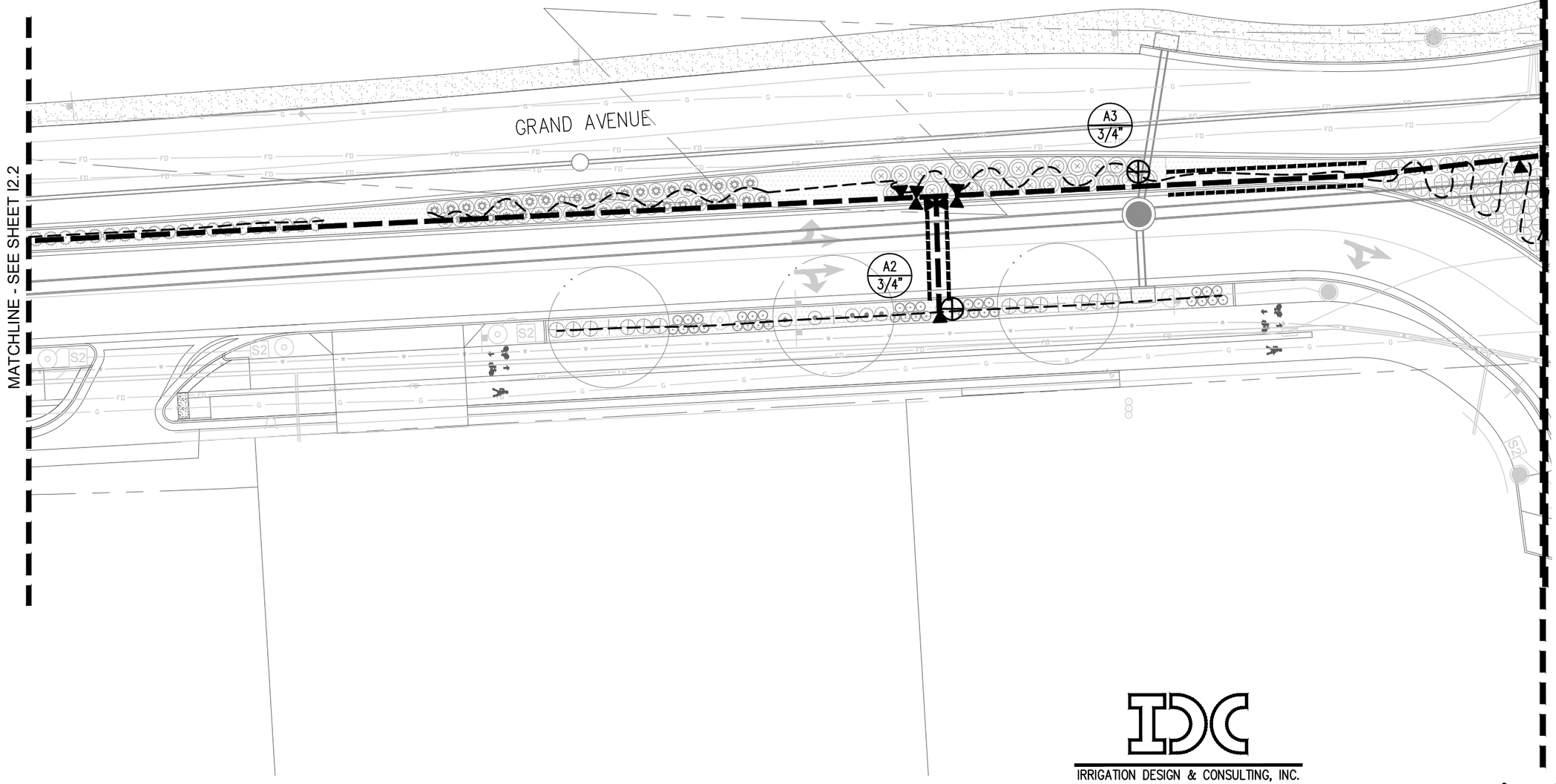
Project No./Code

Sheet Number 276

KEY MAP



NTS



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SHEET I2.3

0 15 30

SCALE: 1"=30'-0"

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Void:

IRRIGATION PLAN

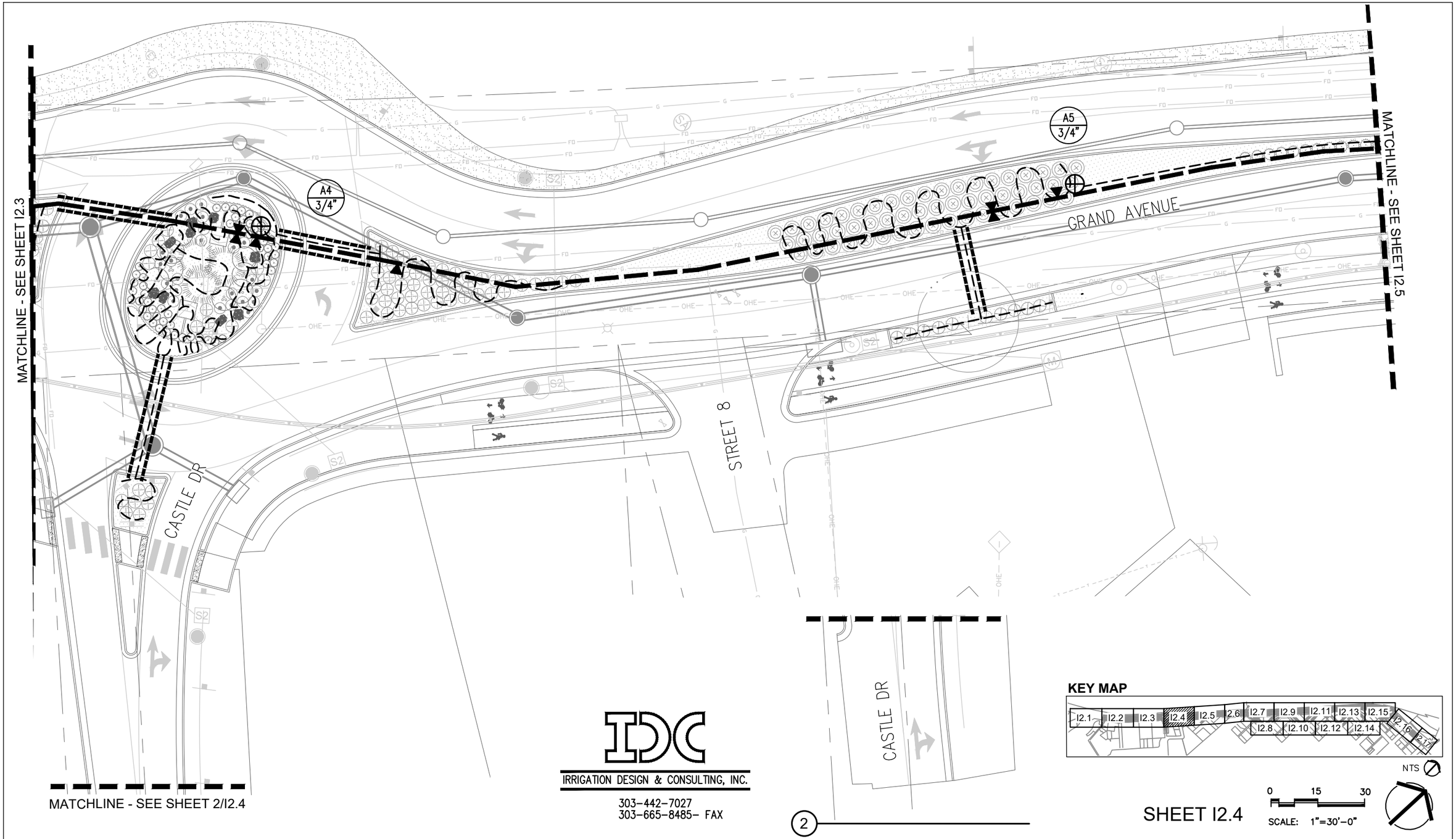
Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE

Structure Numbers

Subset Sheets: 3 of 19

Project No./Code

Sheet Number 277



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KEY MAP

NTS

0 15 30

SCALE: 1"=30'-0"

SHEET I2.4

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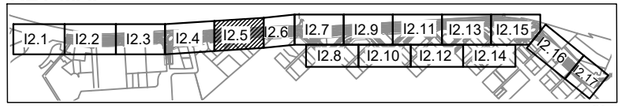
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers:
Subset Sheets: 4 of 19

Project No./Code:

Sheet Number 278

KEY MAP



NTS

MATCHLINE - SEE SHEET I2.4

GRAND AVENUE

A7
3/4"

A6
3/4"

MATCHLINE - SEE SHEET I2.6

IDC

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SHEET I2.5

0 15 30

SCALE: 1"=30'-0"

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Void:

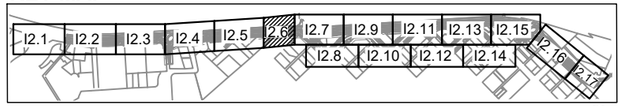
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 5 of 19

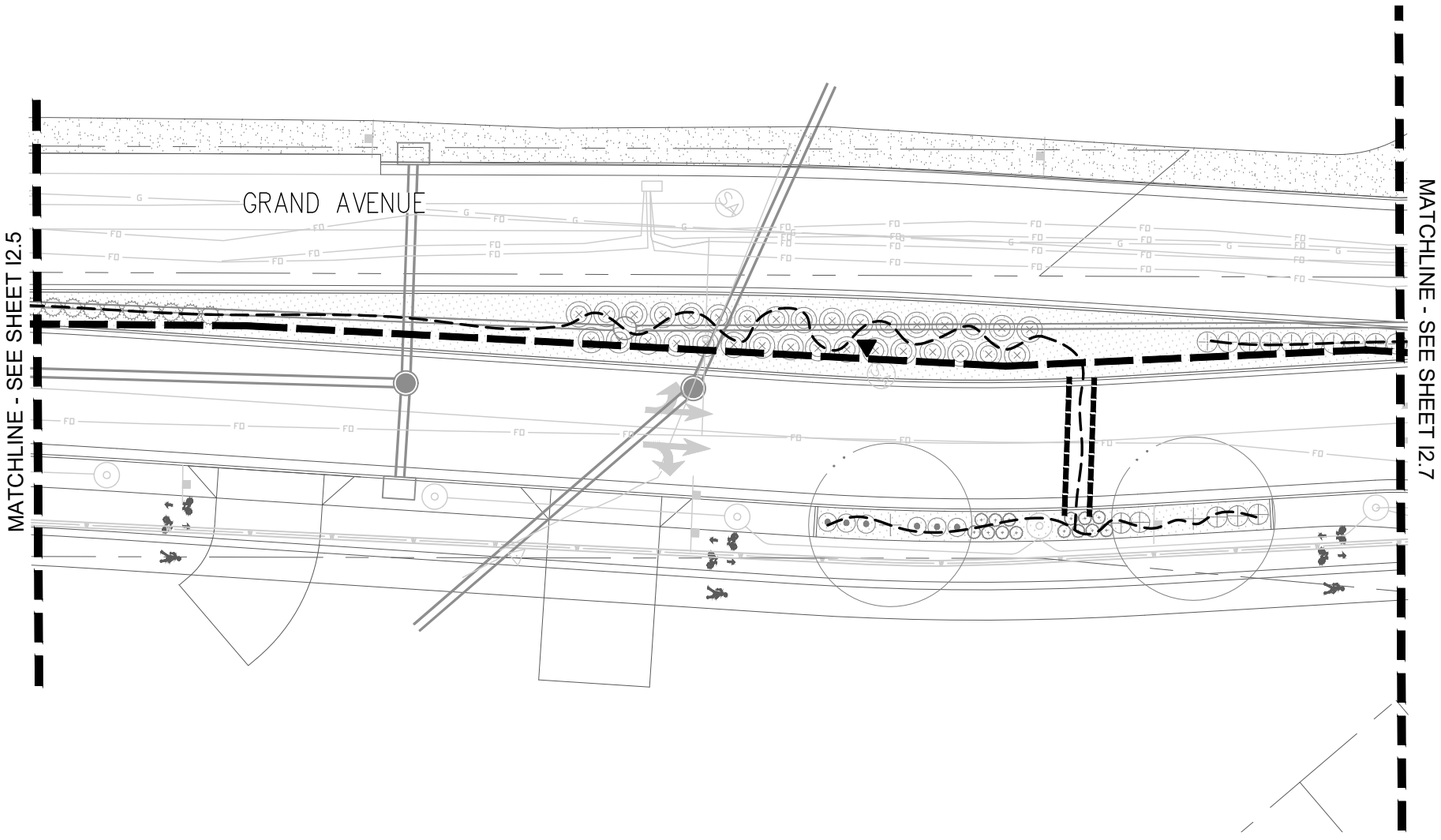
Project No./Code

Sheet Number 279

KEY MAP



NTS



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SHEET I2.6

0 15 30

SCALE: 1"=30'-0"

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Void:

IRRIGATION PLAN

Designer: SN

Detailer: SN

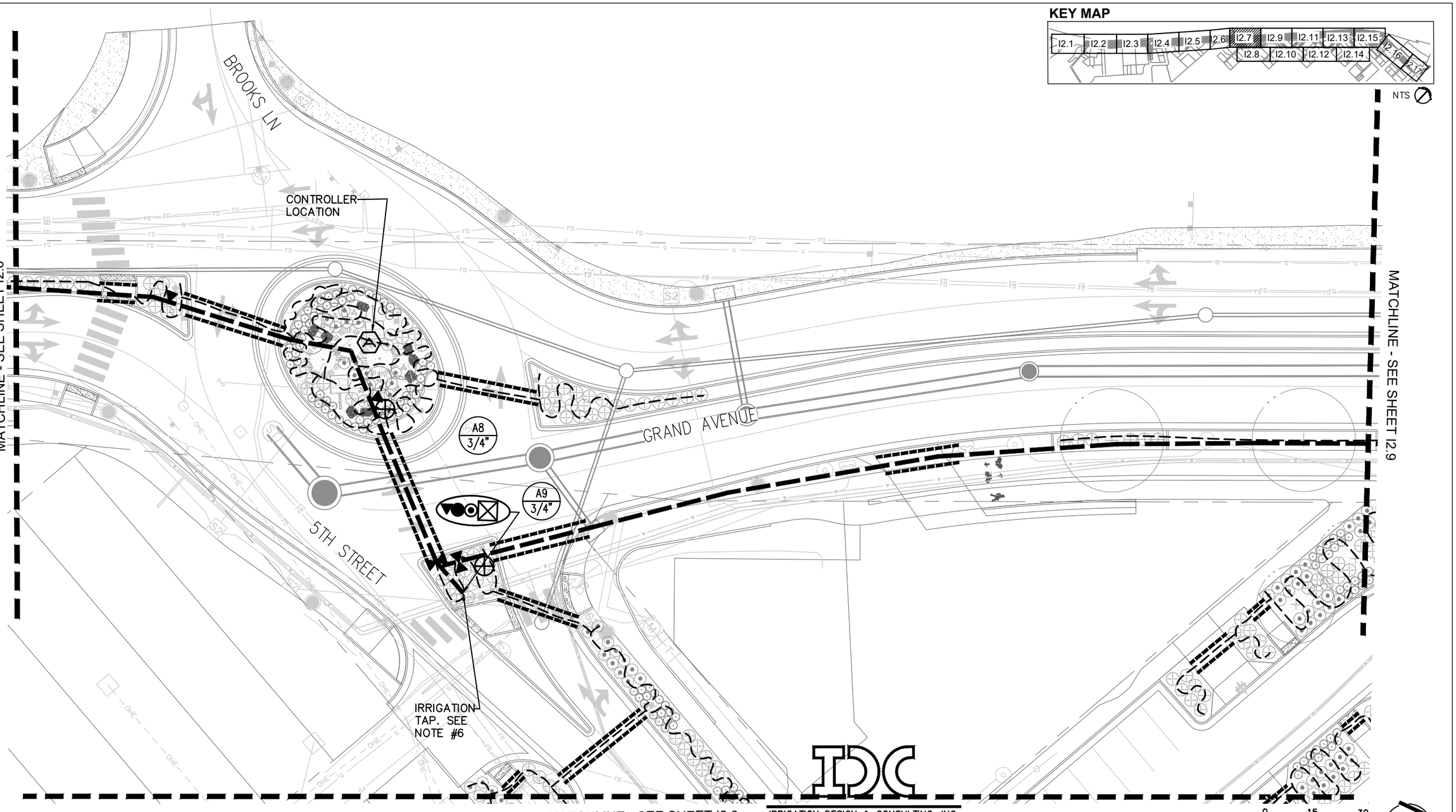
Structure Numbers

Sheet Subset: LANDSCAPE

Subset Sheets: 6 of 19

Project No./Code

Sheet Number 280



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SHEET I2.7

0 15 30
SCALE: 1"=30'-0"

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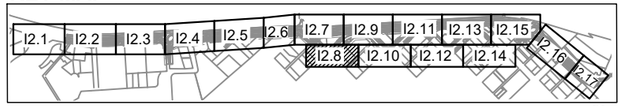
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 7 of 19

Project No./Code

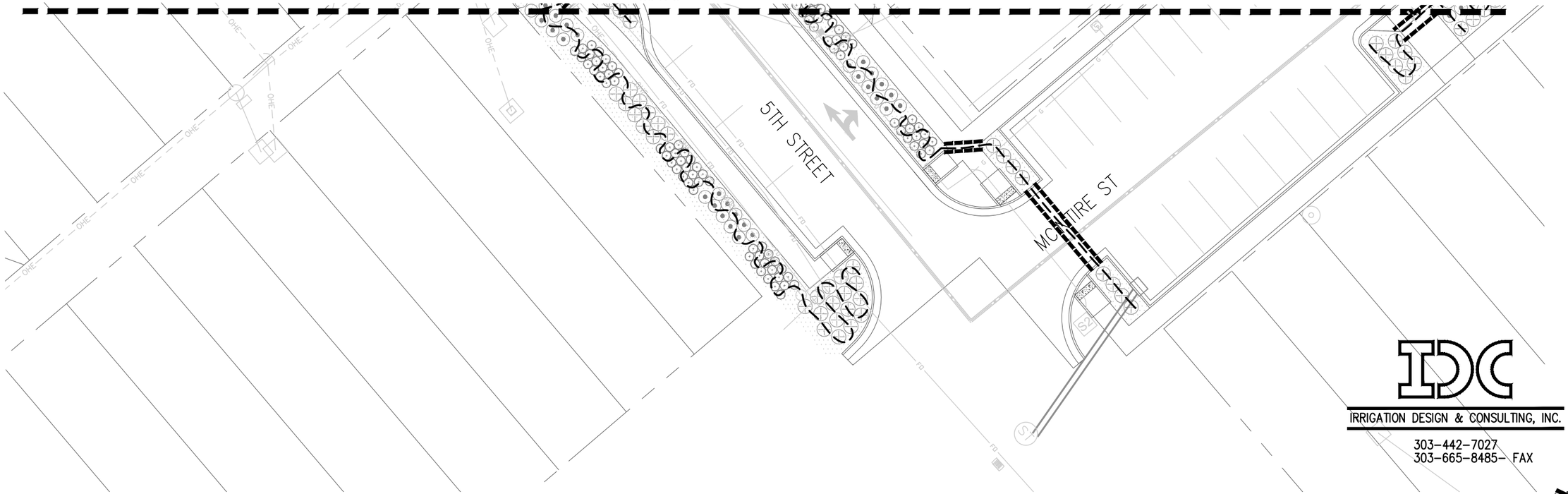
Sheet Number 281

KEY MAP



NTS

MATCHLINE - SEE SHEET I2.7



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SHEET I2.8

0 15 30
SCALE: 1"=30'-0"

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Void:

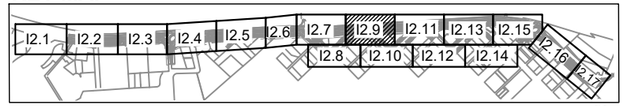
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 8 of 19

Project No./Code

Sheet Number 282

KEY MAP



NTS

MATCHLINE - SEE SHEET I2.7

MATCHLINE - SEE SHEET I2.11

GRAND AVENUE

MCINTYRE ST

W 4TH ST

A10 3/4"

A11 3/4"

A12 3/4"

MATCHLINE - SEE SHEET I2.10

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SHEET I2.9

0 15 30

SCALE: 1"=30'-0"

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Void:

IRRIGATION PLAN

Designer: SN

Detailer: SN

Sheet Subset: LANDSCAPE

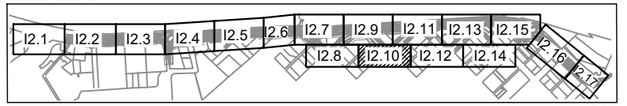
Structure Numbers

Subset Sheets: 9 of 19

Project No./Code

Sheet Number 283

KEY MAP



NTS

MATCHLINE - SEE SHEET I2.9

MATCHLINE - SEE SHEET I2.11

W 4TH ST

WASHINGTON ST

OHE

S2

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SHEET I2.10

0 15 30

SCALE: 1"=30'-0"

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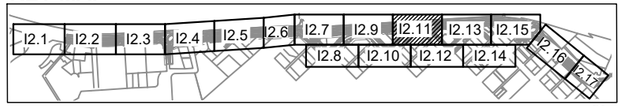
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers
Subset Sheets: 10 of 19

Project No./Code

Sheet Number 284

KEY MAP



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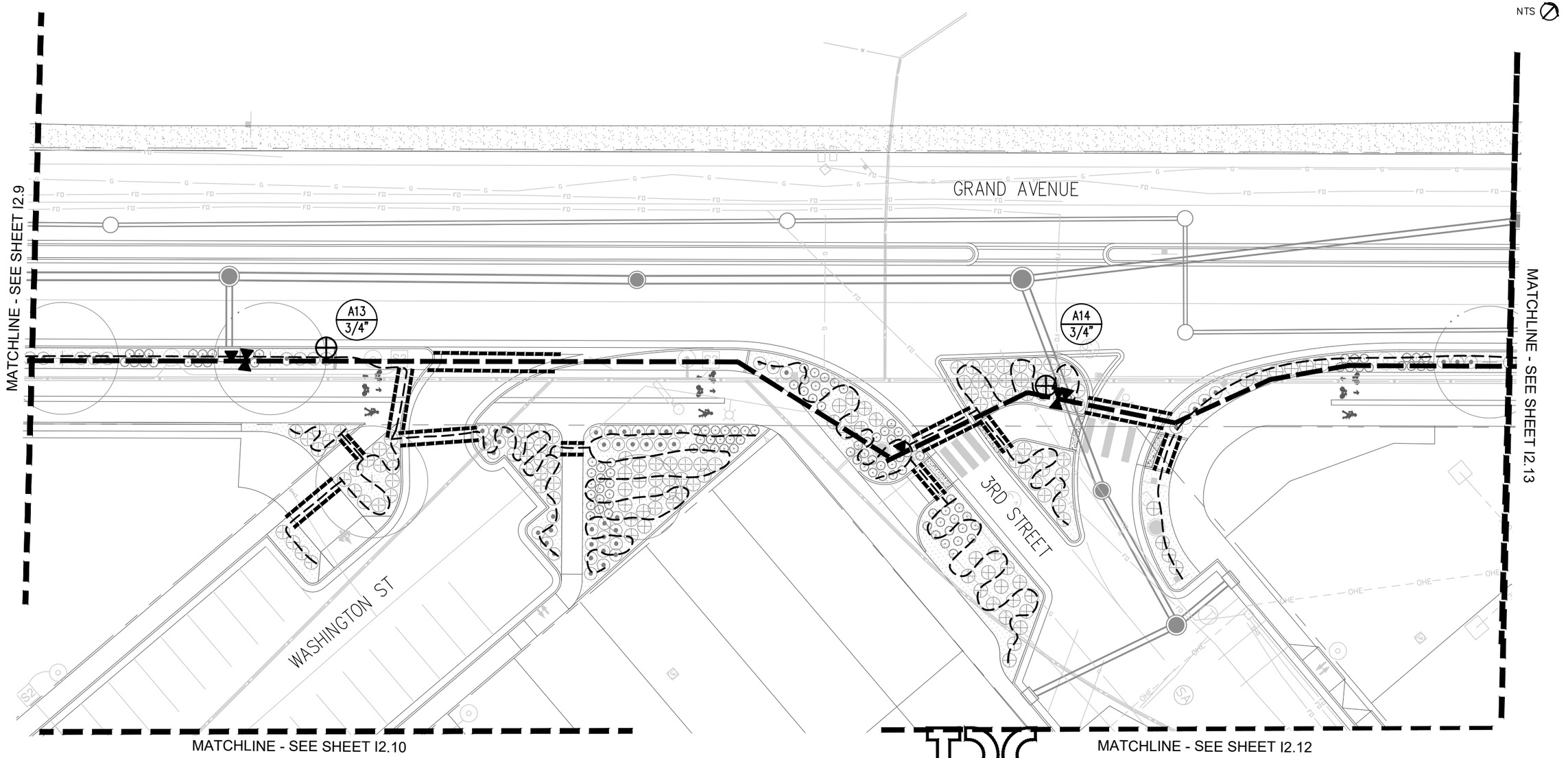

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SHEET I2.11

0 15 30

SCALE: 1"=30'-0"

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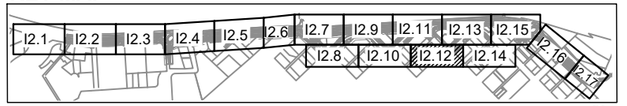
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers:
Subset Sheets: 11 of 19

Project No./Code:

Sheet Number 285

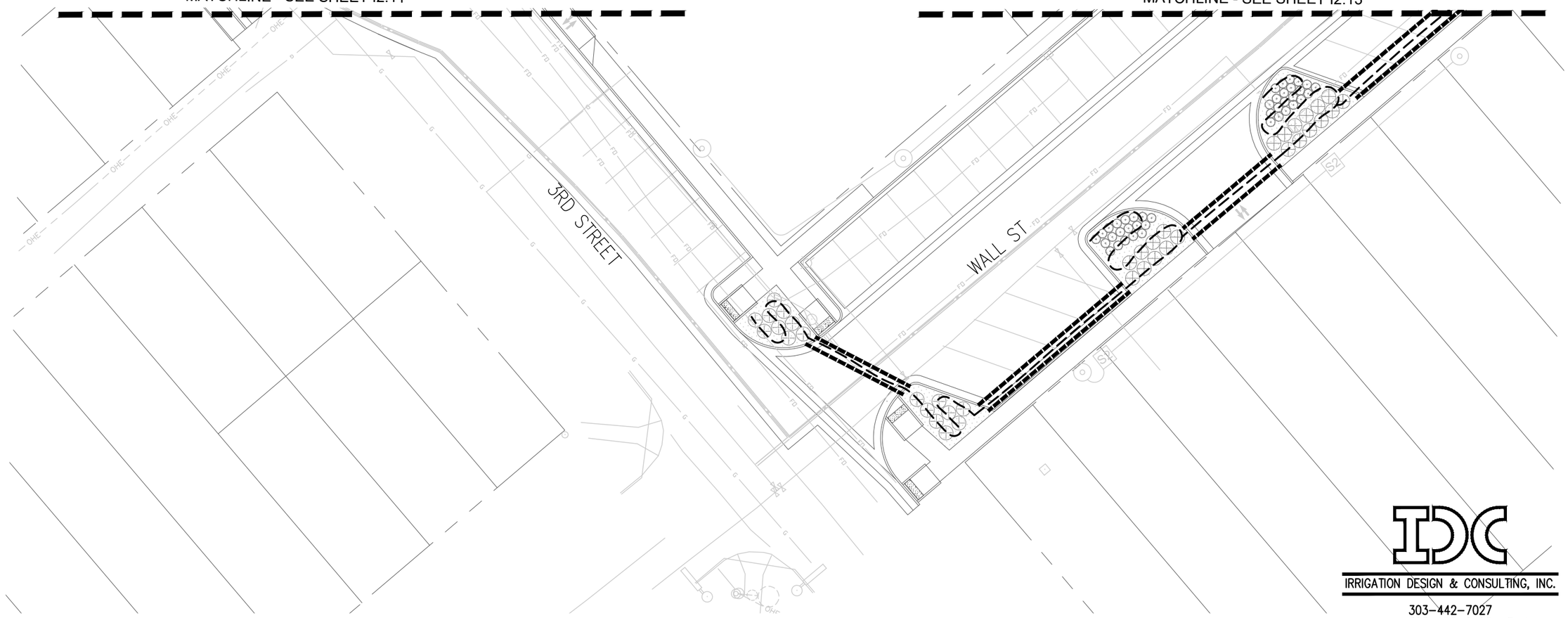
KEY MAP



NTS

MATCHLINE - SEE SHEET I2.11

MATCHLINE - SEE SHEET I2.13



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SHEET I2.12

0 15 30

SCALE: 1"=30'-0"

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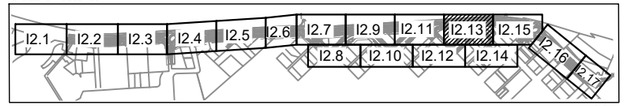
KEY MAP



NTS

MATCHLINE - SEE SHEET I2.11

MATCHLINE - SEE SHEET I2.15

GRAND AVENUE

A15 3/4"

A16 3/4"

A17 3/4"

WALL ST

W 2ND ST

MATCHLINE - SEE SHEET I2.12

MATCHLINE - SEE SHEET I2.14

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0 15 30

SCALE: 1"=30'-0"

SHEET I2.13

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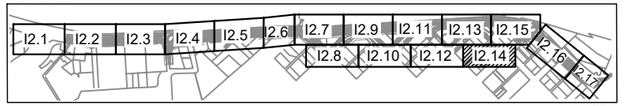
IRRIGATION PLAN

Designer: SN
Detailer: SN
Sheet Subset: LANDSCAPE
Structure Numbers:
Subset Sheets: 13 of 19

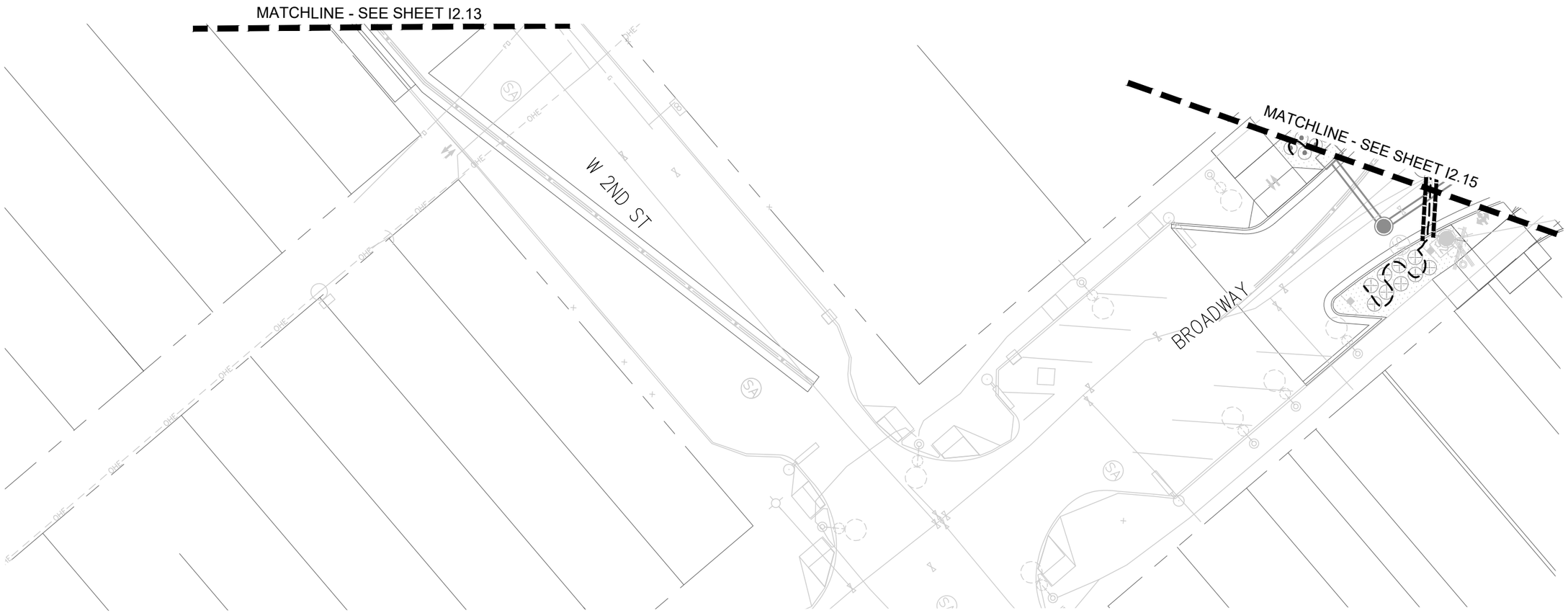
Project No./Code:

Sheet Number 287

KEY MAP



NTS



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0 15 30

SCALE: 1"=30'-0"

SHEET I2.14

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Detailer: SN

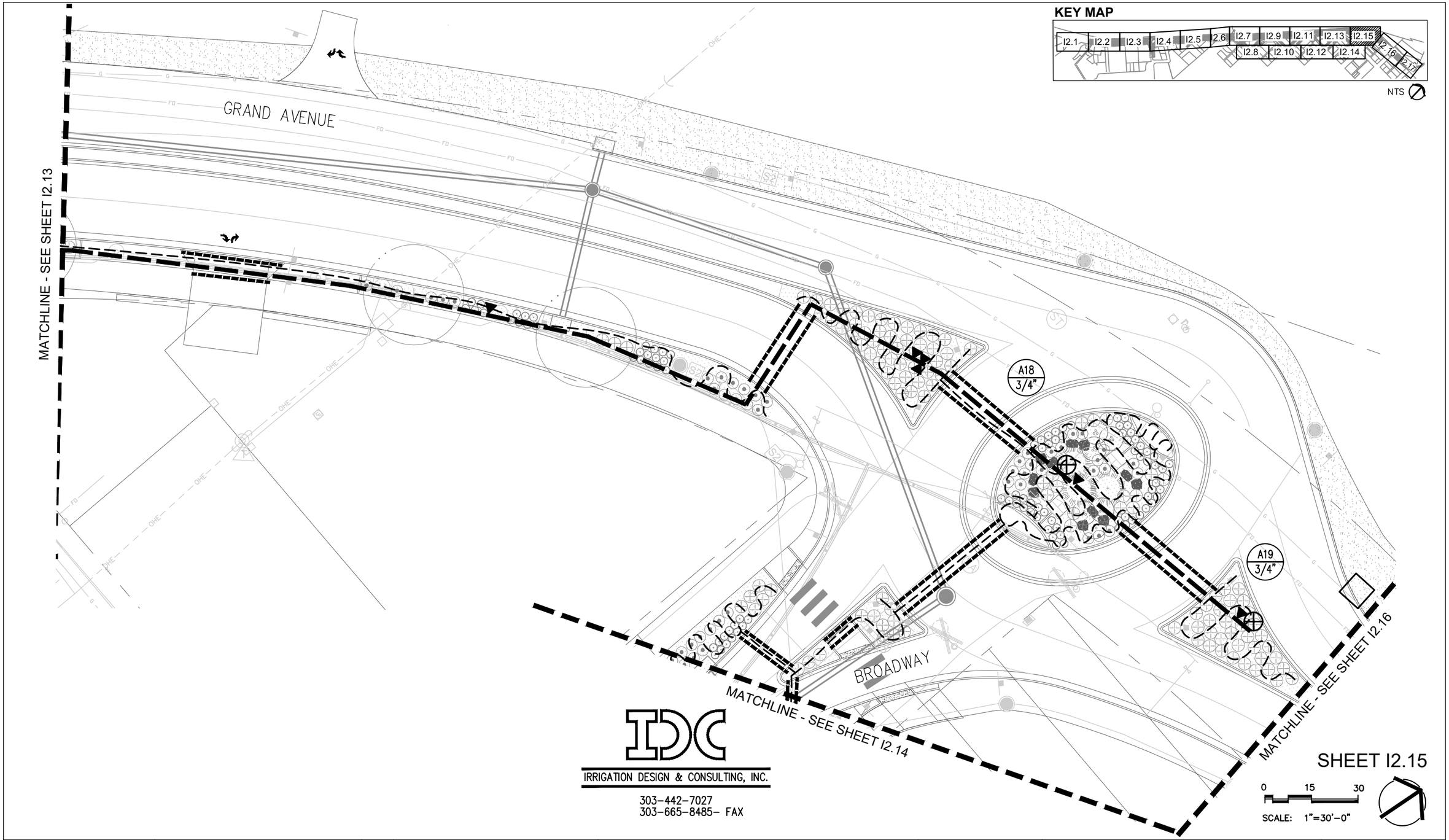
Sheet Subset: LANDSCAPE

Structure Numbers

Subset Sheets: 14 of 19

Project No./Code

Sheet Number 288



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Detailer: SN

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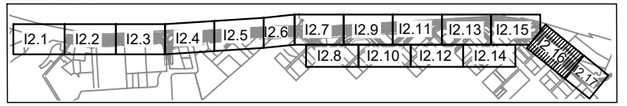
Structure Numbers

Subset Sheets: 15 of 19

Project No./Code

Sheet Number 289

KEY MAP



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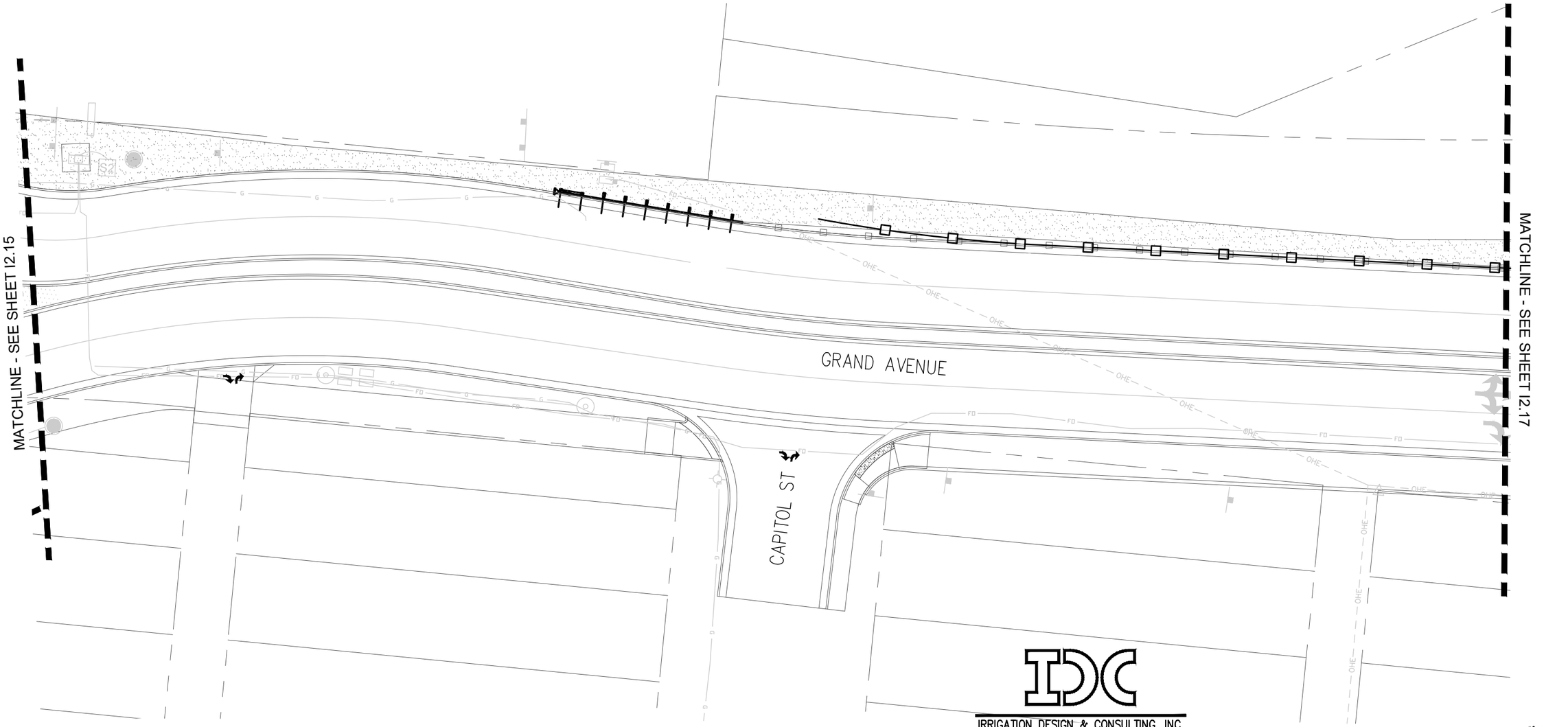

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SCALE: 1"=30'-0"

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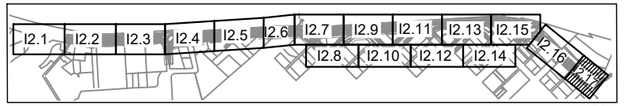
Subset Sheets: 16 of 19

Project No./Code

Sheet Number 290

KEY MAP



NTS

EBY GREEK RD

MATCHLINE - SEE SHEET I2.16

GRAND AVENUE

PROJECT BOUNDARY

EXISTING ROUNDABOUT LANDSCAPE TO REMAIN

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SHEET I2.17

0 15 30

SCALE: 1"=30'-0"

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Sheet Subset: LANDSCAPE

Structure Numbers

Subset Sheets: 17 of 19

Project No./Code

Sheet Number 291

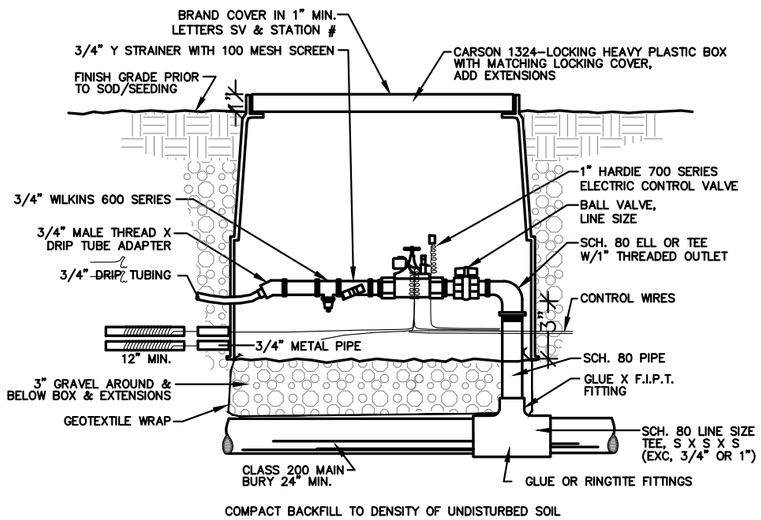
IRRIGATION SCHEDULE

SYMBOL	MODEL	DESCRIPTION	DETAIL
⊕	¾"	DRIP VALVE	1
⋈	LINE SIZE	GATE VALVE	2
▼	44LRC	RAINBIRD QUICK COUPLER	3
⬡	ESP–LXME SERIES–24 STATIONS	RAINBIRD CONTROLLER PEDESTAL MOUNT	
⊠	825YA–(3/4")	FEBCO BACKFLOW PREVENTER	4
●	20930 SERIES 3/4"	BUCKNER MASTER VALVE	
◉	600 SERIES – 3/4"	WILKINS PRV	
▬▬	CL. 200 B.E. (1½")	PVC MAINLINE	
⌒	¾"	DRIP TUBING	
▬▬	CLASS 200	PVC SLEEVING	
⊖		CONTROLLER NUMBER VALVE SIZE	

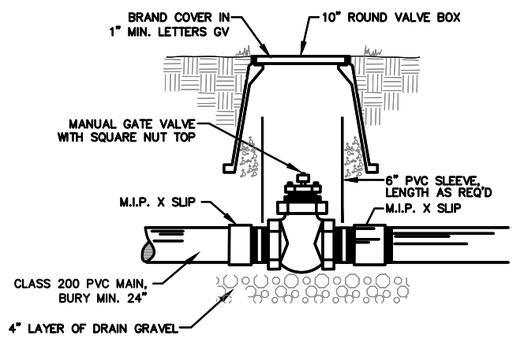
NOTES

1. REFER TO SPECIFICATIONS AND DETAILS FOR INSTALLATION INSTRUCTIONS.
2. ALL BASE PLAN INFORMATION HAS BEEN TAKEN FROM DRAWINGS PREPARED BY DHM DESIGN. INC.
3. IRRIGATION SYSTEM IS DESIGNED FOR A STATIC WATER PRESSURE OF 75 PSI. CONTRACTOR IS TO VERIFY PRESSURE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM AND NOTIFY LANDSCAPE ARCHITECT WITH VERIFICATION FIGURES. FAILURE TO NOTIFY LANDSCAPE ARCHITECT WILL RESULT IN CONTRACTOR TAKING RESPONSIBILITY FOR ANY ALTERATIONS AT HIS/HER OWN COST.
4. CONTRACTOR TO COORDINATE INSTALLATION OF SLEEVING WITH INSTALLATION OF PAVING AND SIDEWALKS.
5. ELECTRICAL POWER TO THE NEW CONTROLLER IS SUPPLIED BY CONTRACTOR.
6. TAP LOCATION:
   CONTRACTOR SHALL COORDINATE TAP OF EXISTING 12–INCH DIP WITH EAGLE WATER & SANITATION DISTRICT. ERWSD WILL TAP THE MAIN AND CONTRACTOR WILL COMPLETE ALL OTHER WORK. METER PIT AND METER ASSEMBLY SHALL MEET ERWSD STANDARDS. CONTACT ERWSD FOR DETAILS.
   CONTRACTOR TO INSTALL 1" COPPER, 1" STOP AND WASTE VALVE, 1" BACKFLOW PREVENTER, 1" PRV, 1" MASTER VALVE AND EXTEND 1½" MAINLINE AS SHOWN. INSTALL MASTER VALVE AND PRV IN SEPARATE CARSON #1419–13B VALVE BOXES. INSTALL STRONGBOX #SBBC–30 A.L. BACKFLOW PREVENTER CAGE. INSTALL TAP, METER AND ALL RELATED EQUIPMENT AS PER ERWSD SPECIFICATIONS AND DETAILS.
7. INSTALL RAINBIRD WR2–RFC WIRELESS RAIN/FREEZE SENSOR AT EACH CONTROLLER. INSTALL REMOTE SENSOR AT LOCATIONS DIRECTED BY OWNERS REPRESENTATIVE.
8. INSTALL DRIP EMITTERS IN BED AREAS AS DESCRIBED BELOW:
   THE FOLLOWING DRIP EMITTER SCHEDULE IS FOR MODERATE PLANTS. DECREASE WATER BY HALF FOR LOW WATER PLANT MATERIAL.

GROUND COVER	AGRIFIM IFT–5	1 EA. 12" RADIUS, 15" O.C.
1 GALLON MAT'L.	AGRIFIM IFT–5	1 EA.
5 GALLON MAT'L.	AGRIFIM IFT–5	2 EA.
DECIDUOUS TREES (1½" – 2" CAL.)	AGRIFIM IFT–10	3 EA.
DECIDUOUS TREES (3"–4" CAL.)	AGRIFIM IFT–10	4 EA.
PINE TREES (6'–10')	AGRIFIM IFT–10	2 EA.
PINE TREES (11'–14')	AGRIFIM IFT–10	3 EA.

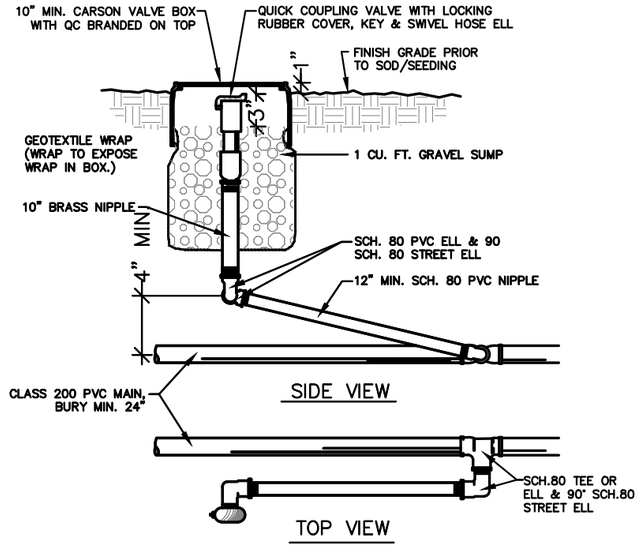


1 DRIP VALVE



1. COMPACT BACKFILL TO DENSITY OF UNDISTURBED SOIL
2. LOCKING BOLTS FOR VALVE COVERS TO BE STAINLESS STEEL.

2 ISOLATION GATE VALVE



COMPACT BACKFILL TO DENSITY OF UNDISTURBED SOIL

3 QUICK COUPLER

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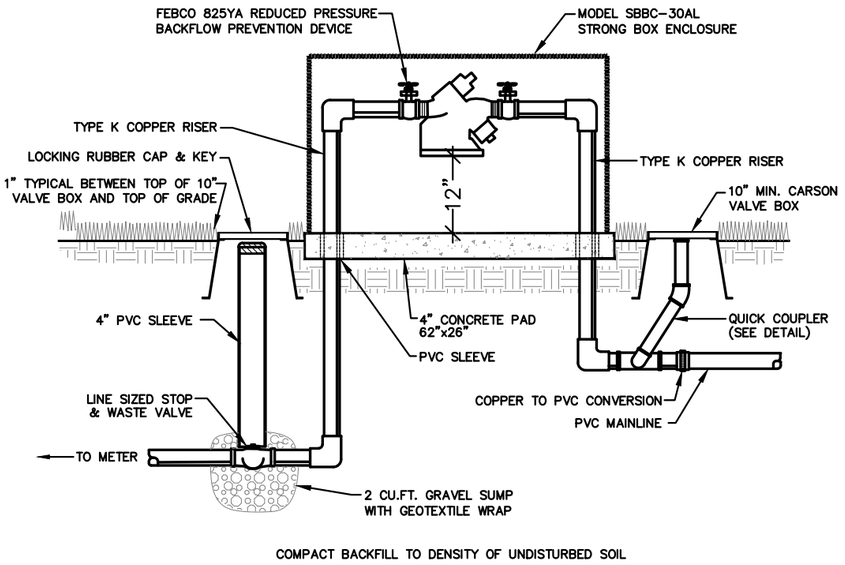
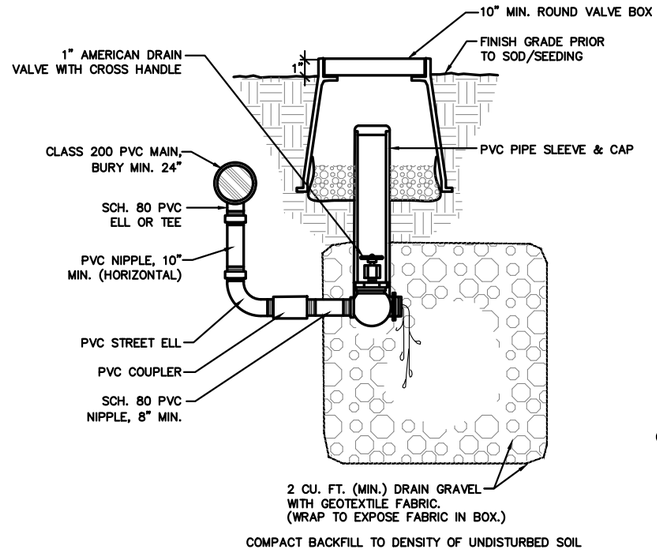
Sheet Subset: LANDSCAPE
Structure Numbers:
Subset Sheets: 18 of 19

Project No./Code:

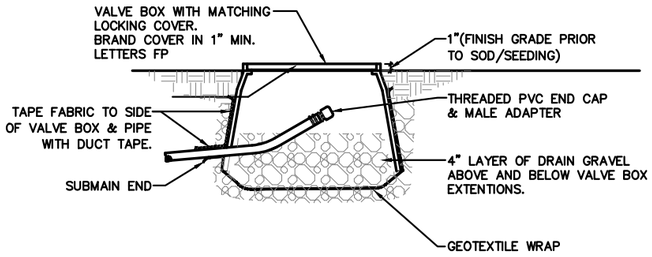
Sheet Number 292



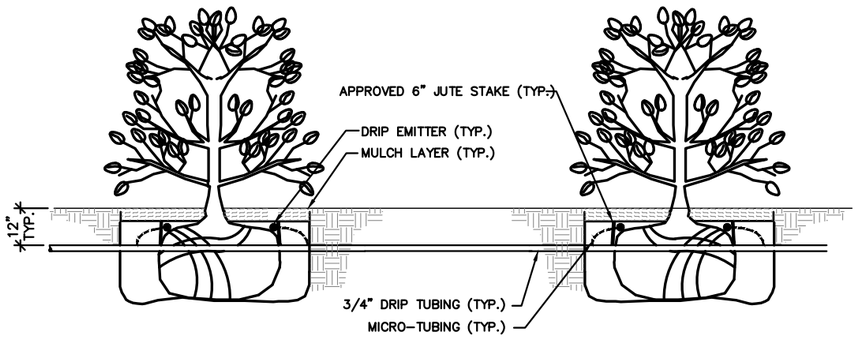
4 REDUCED PRESSURE BACKFLOW PREVENTER



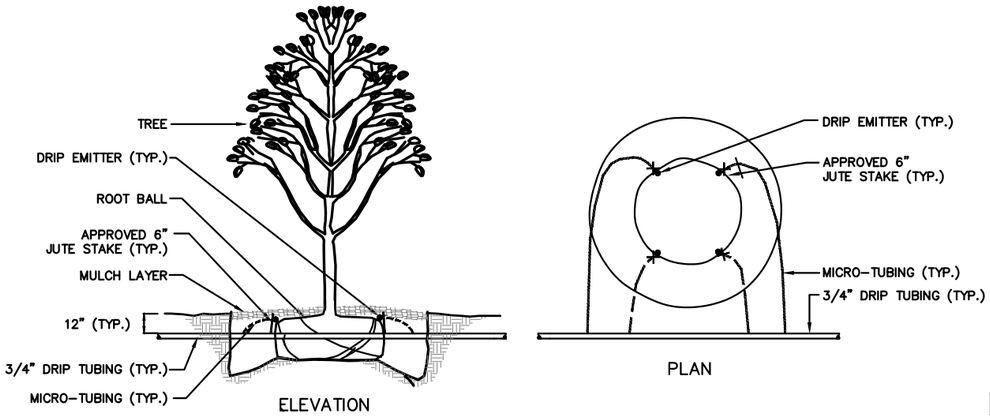
5 DRAIN VALVE



6 DRIP-BLOWOUT



7 DRIP-SHRUB



8 DRIP-TREE

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Subset Sheets: 19 of 19

Project No./Code

Sheet Number 293

To:	Mayor Turnipseed and Town Council
From:	Richard J. Peterson-Cremer, Town Attorney Larry Pardee, Town Manager Nikki Davis, Economic Development & Housing Specialist
Date:	October 28, 2025
Agenda Item:	Ordinance 12, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Authorizing the Sale of Town Owned Property Located at 112 West 2nd Street in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property and Authorizing the Town Manager to Sign Documents on Behalf of the Town That Are Necessary to Consummate the Sale of the Property.

REQUEST: Staff are requesting Town Council's consideration of Ordinance 12, Series 2025 which would authorize the sale of the Town owned property located at 112 West 2nd Street ("Old Town Hall") to Develop Eagle LLC (developer).

BACKGROUND: Following the Council's direction in August and October, staff has completed negotiations with Develop Eagle LLC for the sale of Old Town Hall. The agreed purchase price is $560,000. The developer's proposed project includes near-term building activation and a longer-term redevelopment into a boutique hotel or comparable mixed-use concept consistent with the Town's Land Use and Development Code and downtown vision.

The Purchase and Sale Agreement (agreement) incorporates Council's prior feedback and a cost-sharing structure for legal services.

ANALYSIS: The agreement formalizes the terms previously outlined in the October 2, 2025 Letter of Intent and incorporates several provisions that strengthen accountability and protect the Town's interests. Key elements include:

- Pre-Development Agreement Requirement: A Pre-Development Agreement must be negotiated within 20 days of execution. This ensures the Town retains review and oversight of the material terms provided in the Letter of Intent dated October 2, 2025.

- Due Diligence and Closing: The agreement defines a due diligence period and sets a closing date of November 25, 2025, providing adequate time for title review, legal coordination, and communication with current tenants.
- Legal Cost-Sharing: Legal expenses associated with drafting and review are capped at $5,000, shared 60% by Develop Eagle LLC and 40% by the Town.
- Transfer Terms: The property will be conveyed by special warranty deed in as-is condition.

COMMUNITY INPUT: Community input has not been gathered for this matter.

BUDGET / STAFF IMPACT: The sale will generate one-time revenues of $560,000. Staff time and legal services will be required to finalize closing documents and coordinate transition logistics with existing tenants.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The proposal supports the Town's long-term vision for a thriving downtown by encouraging private reinvestment, broadening the local tax base, and advancing the DDA's goals for catalytic redevelopment. It also reinforces Eagle's sense of place by reactivating a key downtown property and contributing to a more vibrant, year-round town center.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve Ordinance 12, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Authorizing the Sale of Town Owned Property Located at 112 West 2nd Street in Eagle, Colorado, Approving the Purchase and Sale Agreement for the Property and Authorizing the Town Manager to Sign Documents on Behalf of the Town That Are Necessary to Consummate the Sale of the Property.

ATTACHMENTS:

1. Purchase and Sale Agreement Between Town of Eagle and Develop Eagle LLC
2. Letter of Intent dated October 2, 2025
3. Ordinance 12, Series 2025

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-8-24) (Mandatory 8-24)

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

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

(■ Property with No Residences)

(☐ Property with Residences-Residential Addendum Attached)

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Develop Eagle, LLC, a Colorado (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ■ **Other** Sole Proprieter.

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

2.3. Seller. Town of Eagle, Colorado (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Eagle, Colorado (insert legal description):

Subdivision: EAGLE Block: 25 Lot: 1 AND:- Lot: 2 W 571/2' OF
BK-0114 PG-0129 WD 02-07-30
BK-0212 PG-0842 WD 05-21-68
BK-0252 PG-0255 QCD 01-27-77

known as: 112 West 2nd Street (Street Address) Eagle (City) CO (State) 81631 (Zip),

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

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

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: _____; and the use or ownership of the following storage facilities: _____.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

n/a

Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

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

Excluding all trade fixtures installed by the tenants referenced in 10.6.1.1., as well as any leased, owned, or encumbered personal property. See also Purchase and Sale Agreement.

2.7. Water Rights/Well Rights.

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

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

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

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a

registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

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

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

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 p.m. (MST)
2	§ 4	Alternative Earnest Money Deadline	n/a
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	
5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		Survey	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	n/a
31	§ 10	Inspection Objection Deadline	n/a
32	§ 10	Inspection Resolution Deadline	n/a
33	§ 10	Property Insurance Termination Deadline	n/a

34	§ 10	Due Diligence Documents Delivery Deadline	11/20/2025
35	§ 10	Due Diligence Documents Objection Deadline	11/22/2025
36	§ 10	Due Diligence Documents Resolution Deadline	11/23/2025
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	11/25/2025
44	§ 17	Possession Date	11/25/2025
45	§ 17	Possession Time	5:00pm
46	§ 27	**Acceptance Deadline Date**	10/28/2025
47	§ 27	**Acceptance Deadline Time**	

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ■ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$560,000.00	
2	§ 4.3.	Earnest Money		$0.00
3	§ 4.5.	New Loan		$n/a
4	§ 4.6.	Assumption Balance		$n/a
5	§ 4.7.	Private Financing		$n/a
6	§ 4.7.	Seller Financing		$n/a
7				
8				
9	§ 4.4.	Cash at Closing		$560,000.00
10		**TOTAL**	$560,000.00	$560,000.00

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

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a n/a, will be payable to and held by n/a (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default**.**

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ■ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at $ _____ per _____ including principal and interest presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed $_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed $_____ per _____principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed $_____.

This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received by all parties and the Closing Company on or before Closing.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan, Assumption Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth

certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

~~**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;~~

~~**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);~~

~~**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.~~

~~**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).~~

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

■ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ■ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other**_____.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's

objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey**)**. Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.

8.5. Tax Certificate. A tax certificate paid for by ☐ **Seller** ☐ **Buyer**, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

~~**9. NEW ILC, NEW SURVEY.**~~

~~**9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of _____; is required and the following will apply:~~

~~**9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.~~

~~**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:~~

~~**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.~~

~~**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.~~

~~**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.~~

~~**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:~~

~~**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or~~

~~**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.~~

~~**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).~~

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property and Inclusions to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

Leases with Mike Pisciotta a/k/a Mean Streets Boxing (dated 7/16/206) and Catholic Charities and Community Services (dated 10/24/2017)

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

■ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.6.2.** Property tax bills for the last _____ years;

■ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past _____ years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ____ years;

☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.6.13.** Other:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection** Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing **Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

~~**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

~~**10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]**~~

~~**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.~~

~~**10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**~~

~~**10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]**~~

~~**10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]**~~

~~11. TENANT ESTOPPEL STATEMENTS.~~

~~**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

~~**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;~~

~~**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~

~~**11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

~~**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;~~

~~**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and~~

~~**11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

~~**11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline.**~~

~~**11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~

~~Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ■ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by _____.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ■ special warranty deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ■ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ■ **N/A**.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ■ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ■ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ■ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☐ **Seller** ■ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.7. Water Transfer Fees. Water Transfer Fees can change**.** The fees, as of the date of this Contract, do not exceed $_____ for:

☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change**.** Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ■ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** _____.

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION.

Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ _____ per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

~~**23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.~~

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure**, **Inspection**, **Indemnity**, **Insurability and Due Diligence**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☐ **29.1.** ____% of the Purchase Price or $_____ by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** ____% of the Purchase Price or $_____ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** ____% of the Purchase Price or $_____ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

30.1. Within twenty (20) days after the execution of this Contract, the Parties shall negotiate in good faith and execute a separate, comprehensive pre-development agreement (the "Pre-Development Agreement") that memorializes and implements the development terms outlined in the Letter of Intent titled "Letter of Intent - Updated Proposal to Purchase 112 West 2nd Street," dated October 2, 2025, attached to this Agreement as Exhibit [1] (the "LOI"). The Pre-Development Agreement is intended to reflect, in all material respects, the terms and frameworks described in the LOI, including, without limitation: (a) the Parties' intended use and development program for a boutique hotel with residential units (with flexibility to pivot to other community-aligned mixed-use concepts as market, financial, or entitlement considerations evolve), (b) the buyback/reacquisition framework tied

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents **are a part** of this Contract:

Exhibit 1

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

Buyer's Name: Develop Eagle LLC

Buyer's Signature Date

Address: 201 Broadway St/ PO Box 5830
Eagle, CO 81631
Phone No.: (970) 471-8233
Fax No.:
Email Address: jake@performanceoutdoors.con

Buyer's Name:

Buyer's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: Town of Eagle, Colorado

Seller's Signature Date

Address: 200 Broadway/PO Box 609
Eagle, CO 81631
Phone No.: (970) 328-6354
Fax No.: (970) 328-5203
Email Address: lpardee@townofeagle.org

Seller's Name:

Seller's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

~~BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.~~

~~**A. Broker Working With Buyer**~~

~~Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.~~

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

~~☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.~~

~~Brokerage Firm's compensation or commission is to be paid as specified in §29 above.~~

~~This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.~~

~~Brokerage Firm's Name:~~
~~Brokerage Firm's License #:~~
~~Broker's Name:~~

Broker's License #: _____

_____
Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

~~**B. Broker Working with Seller**~~

~~Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.~~

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

~~☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.~~

~~Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.~~

~~This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.~~

~~Brokerage Firm's Name:~~ _____
~~Brokerage Firm's License #:~~ _____
~~Broker's Name:~~ _____
~~Broker's License #:~~ _____

_____
Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

941

Letter of Intent – Updated Proposal to Purchase 112 West 2nd Street

October 2nd, 2025

Town of Eagle

Attn: Larry Pardee, Town Manager

Develop Eagle LLC remains very interested in purchasing the Town-owned property at 112 West 2nd Street. Following our presentation and discussions with Council, we have updated this Letter of Intent (LOI) to reflect refined timelines, buyback language, and next steps consistent with Council feedback.

Key Points of Proposal

- Purchase Price: $560,000.
- Buyback Clause (high level): The Town retains a right to reacquire the property if key milestones are not met; in such case, reimbursement would include the original purchase price plus documented improvements and a CPI adjustment.
- Intended Use: Our primary goal is to pursue a boutique hotel with residential units; however, we recognize market, financial, and entitlement considerations may evolve, and we will maintain flexibility to pivot to other community-aligned mixed-use concepts if needed.
- If the boutique hotel cannot be constructed as planned, Develop Eagle's commitment is to pursue an alternative project aligned with the Town's long-term goals. Any substitute project would be designed to increase sales tax revenue, support sustainability, enhance walkability, and strengthen the vibrancy of downtown Eagle to foster a thriving community.
- Timeline (measured from the Closing Date):
    - Entitlements to commence within three (3) years after Closing.
    - Construction to commence within five (5) years after Closing.
- Due Diligence: Prior to executing a Purchase and Sale Agreement, Develop Eagle will conduct a due diligence review including property walk-throughs, pricing of improvements, and financial modeling.

Benefits to the Town

- Community Enhancement: Boutique lodging and street-level activation to help retain visitor spend currently leaking to Avon/Vail.
- Economic Impact: Depending on assumptions, the project is expected to generate between ~$400K and ~$550K in recurring annual local tax revenues, along with significant private investment and new jobs.
- Alignment with Town Plans: Consistent with the Master Plan and Economic Vitality goals for downtown activation.
- Local Commitment: Develop Eagle owns adjacent properties (201 & 215 Broadway), enabling cohesive, block-wide redevelopment that enhances downtown.
- Endorsements: The project has received support from the Downtown Development Authority, Economic Vitality Committee, and Chamber of Commerce.

Next Steps

- Submit this updated LOI for Council review and discussion.
- A draft Purchase and Sale Agreement will be prepared, of which Develop Eagle will cover sixty percent (60%) of associated legal costs.
- We are available to meet with staff and Council to address questions and advance the project.

We believe this updated LOI reflects Council's guidance while preserving fairness for both the Town and our investment group. We appreciate your consideration and look forward to next steps.

Sincerely, Jacob R Roach

Develop Eagle LLC

Jake Roach
Patrick Connolly
Cody O'Kelly
Justin Roach

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 12
(SERIES OF 2025)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AUTHORIZING THE SALE OF TOWN OWNED PROPERTY LOCATED AT 112 WEST 2ND STREET IN EAGLE, COLORADO, APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY AND AUTHORIZING THE TOWN MANAGER TO SIGN DOCUMENTS ON BEHALF OF THE TOWN THAT ARE NECESSARY TO CONSUMMATE THE SALE OF THE PROPERTY.

WHEREAS, the Town Council ("Council") of the Town of Eagle ("Town") has the power pursuant to C.R.S. § 31-15-103 to make and publish ordinances for carrying into effect certain powers and duties that are necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort and convenience of the Town and the inhabitants thereof; and

WHEREAS, the Council has the power pursuant to C.R.S. §§ 31-15-101(d) and 31-15-713(1)(b) to sell and dispose of, by ordinance, real property owned by the Town and not used or held for any governmental purpose; and

WHEREAS, Section 1.04(2) of the Town's Home Rule Charter ("Charter") grants the Town full the right to own, possess, and hold all property, real and personal; and

WHEREAS, pursuant to Section 1.04(7) of the Charter, the Council has the power to dispose of real property and may enter into such contracts as necessary, convenient or appropriate; and

WHEREAS, pursuant to Section 12.01 of the Charter the, Council my by ordinance purchase, sell, exchange, or dispose of any interest in real property; and

WHEREAS, the Town is the owner of real property located at 112 West 2nd Street, Eagle, Colorado ("Property"), the Property has a legal description as follows:

Subdivision: EAGLE Block: 25 Lot: 1 AND:- Lot: 2 W 571/2' OF
BK-0114 PG-0129 WD 02-07-30
BK-0212 PG-0842 WD 05-21-68
BK-0252 PG-0255 QCD 01-27-77
BK-0264 PG-0439 QCD 01-05-78

and;

WHEREAS, the Town Council has determined that it is in the best interest of the Town to sell the Property; and

WHEREAS, the Town has negotiated a Contract to Buy and Sell Real Estate for the Property (the "Contract") with the Buyer, Develop Eagle, LLC, dated October 28, 2025. Such Contract is attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the Town and the Buyer intend to memorialize the Letter of Intent dated October 2, 2025 attached to the Contract as Exhibit 1 in a Pre-Development Agreement; and

WHEREAS, the Council has reviewed the Contract and has determined that it is in the best interest of the Town to sell the Property.

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE THAT:

SECTION 1. The Council hereby approves the sale of the Property pursuant to the terms of the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A.

SECTION 2. The Council hereby authorizes the Town Manager to sign all documents on behalf of the Town that are necessary to consummate the sale of the Property, including but not limited to deeds, closing documents, and the Pre-Development Agreement.

INTRODUCED AS AN ORDINANCE, READ, MOVED, AND ORDERED PUBLISHED ON _____, 2025.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Camille Deering, Town Clerk

Exhibit A
Contract to Buy and Sell Real Estate
(See Attached)

To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Community Development Director, Community Development

Date: October 28, 2025

Agenda Items: Eagle Meadows Annexation No. 1 and No. 2 (File #AN23-01)

Resolution 70, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Eagle Meadows Annexation No. 1 And No. 2)

Resolution 71, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Associated Annexation Agreement to the Eagle Meadows Annexation No. 1 And No. 2

Ordinance 13, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel A of Eagle Meadows Annexation No. 1 and No. 2)

Ordinance 14, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel F of Eagle Meadows Annexation No. 1 and No. 2)

REQUESTS:
For Town Council to consider the Eagle Meadows Annexation No. 1 and No.2 presentations, public comment and continue the public hearing to November 12, 2025.

BACKGROUND:
On September 23, 2025, the Town Council passed Resolution 62, Series 2025, finding the Annexation Petition for Eagle Meadows Annexation No. 1 and No. 2 to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the properties. The annexation and zoning request are for two parcels, Parcel A consisting of 43.57 acres located north of I-70 and northeast of the Town's boundary and Parcel F consisting of 30.99 acres to the east of the Town boundary, situated between I-70 to the

north and Highway 6 to the south. The applicant has proposed the Commercial Interchange zone district for Parcel A and the Commercial General East zone district for Parcel F, as depicted in the image below.

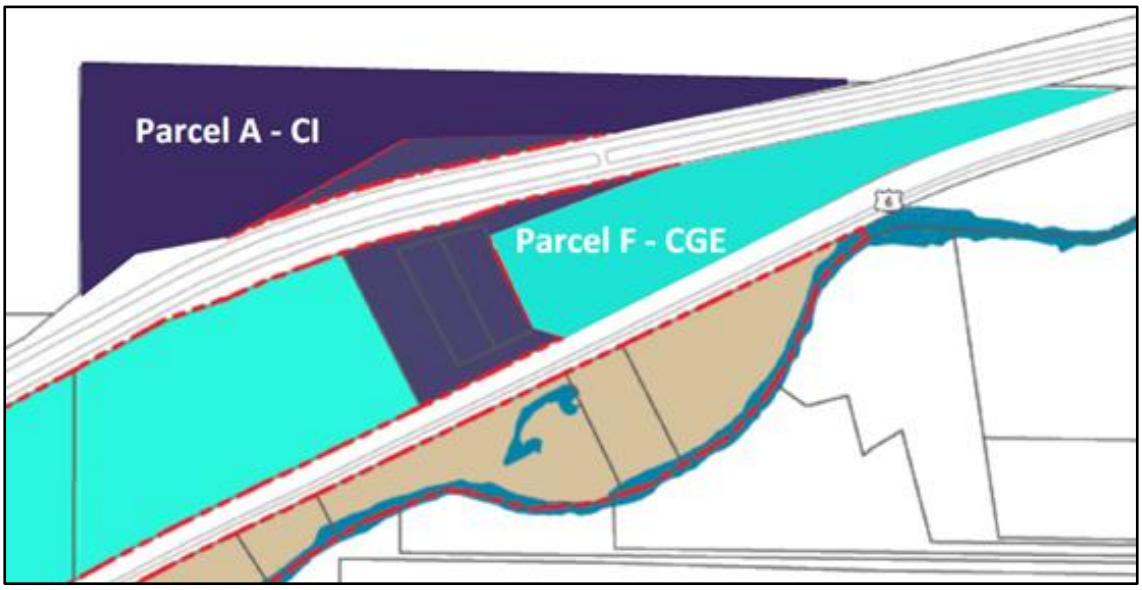


Figure 1: Comprehensive Plan Future Land Use Map

On October 21, 2025, the Planning Commission reviewed the zoning application and recommended approval of both requests based on compliance with the Town's land use regulations and alignment with the Town's long-range planning documents. The staff report from that meeting provides code analysis and can be accessed through this (LINK).

Tonight's meeting will provide the Town Council with an overview of the annexation application and allow for public comment on both applications. Continuation is requested to allow additional time for negotiating the Annexation and Development Agreement.

ANALYSIS:

Annexation

Annexation is a discretionary action on the part of the Town. However, annexations must comply with Title 31, Article 12 of the Colorado Revised Statutes and the Colorado Constitution.

Parcel A's property boundaries are contiguous with the Town of Eagle's boundary for 3,397.40 feet of its 9,835.20-foot total exterior boundary (or 34.54% of its perimeter) and Parcel F's boundaries are contiguous for 3,506.43 feet of its 7,808.84-foot total exterior boundary (or 44.9% of its perimeter) as demonstrated on the annexation map, thereby exceeding the one-sixth contiguity requirement per C.R.S. § 31-12-104(a). Staff finds the proposed annexation meets the statutory urbanization and integration requirements, and the property is within the Urban Growth Boundary as defined in the Elevate Eagle Comprehensive Plan (2021). Lastly, the proposed annexation would not extend the Town's boundary more than three miles in any direction. Staff finds the annexation request complies with state law.

Annexation Agreement (AA)

Staff have put together a summary of the key terms and conditions of the Annexation Agreement (AA), which is included as an attachment in the meeting packet. The final agreed upon terms will be presented to the Town Council on November 12, 2025. There are a few items where the applicant has provided a counter proposal for the Town Council's consideration. These items will be a topic of discussion during the meeting.

- **Metro District:** The AA will require the incorporation of A + F into the existing taxing Metro District to help support funding the broader infrastructure needs in East Eagle.

  Applicant Response: Applicant is in agreement.

- **Water Rights Dedication:** Parcel F, along with the parcel formerly known as Eagle River Station (aka Eagle Meadows) and Red Mountain Ranch, have historically been irrigated by water rights from the Warren and Wilkinson Ditches, which have senior priorities prior to 1900 (as well some junior water rights) out of the Eagle River. The historic consumptive use of these water rights has already been adjudicated in Case Nos. 84CW310 and 84CW659. Therefore, these water rights can still be used for irrigation at the original points of diversion or the HCU credits can be used for augmentation (once folded into a Town augmentation plan). Parcel A was never irrigated and has no associated water rights.

  The Town is requiring the full dedication of all remaining water rights owned by Applicant in the Wilkinson and Warren Ditches as shown on the attached chart (created by Applicant's water rights engineers, SGM). The agreement identifies the number of EQRs that will be credited for development and requires additional water rights dedication or payment of cash in lieu if future development exceeds that number.

  Applicant Response: Applicant has agreed to dedicate all water rights associated with Parcel F. Staff has met with Applicant's team and requested the dedication of all remaining water rights owned by Applicant in the Wilkinson and Warren Ditches. Applicant's team said that they would consider that request, and discussions are ongoing.

- **Dedications for Water Tank:** The applicant is required to dedicate all necessary land or easements within 180 days of annexation approval. These dedications on Parcel A are for the construction and service lines for the future Town water tank.

  Applicant Response: Applicant is in agreement.

- **Raw Water Irrigation:** The Town would require, to the extent possible, that non-potable water serve all outdoor irrigation. This will create energy savings for the water plant and has been the Town's historic requirement for developments that have irrigation rights associated with them.
  - The Town will require Applicant to continue to irrigate Parcel F to maintain its green appearance, as it has been historically irrigated. In addition to improving the site's aesthetics, this also protects the water rights.

- The Town will lease irrigation rights back to the Applicant for raw water irrigation. This executed agreement is required within 180 days of annexation.
- The timing of dry-up of land will be negotiated with future applications.
- Prior to the Town going to water court to adjudicate water rights for the non-potable irrigation service and for use within the Town's system, Applicant must provide a final non-potable irrigation system plan to the Town.

Applicant Response: Applicant is in agreement.

- **Site Improvements:** Developer to construct all necessary improvements for the Town to provide services. This is a standard requirement for all development.

  Applicant Response: Applicant is in agreement.

- **Management of Noxious Weeds and Ground Squirrels:** Developer obligated to maintain land and manage noxious weeds/ground squirrels until the properties are developed.

  Applicant Response: Applicant is in agreement.

- **Ownership and Maintenance Agreement:** An Ownership & Maintenance agreement will be included as an exhibit for the AA for Parcels A + F, outlining each party's maintenance obligations, including the Town's maintenance of the easement area serving the water tank.

  Applicant Response: Applicant is in agreement.

- **Wildlife Conservation Plan:** Require that the developer submit a wildlife conservation plan at the time of the first subdivision application.

  Applicant Response: Applicant is in agreement.

- **East Eagle Interchange Dedications:** Require dedication of any easements or conveyance of land for the future interchange. The initial commitment would be based on conceptual designs. However, the Town would like to include the ability to acquire additional land if deemed necessary by CDOT.

  Applicant Response: Applicant is in agreement.

- **Fees:** Developer to pay all fees required by Municipal Code that are in effect at the time of any future land use approval. The goal of this term is to ensure the Town can impose new fees adopted by the Town.

  Applicant Response: Applicant is in agreement.

- **Maintenance of ECO Trail:** Require that the developer maintain the portion of the ECO trail running through parcel F. Maintenance obligations between Eagle County and TOE are unclear and may be subject to debate. To ensure the Town is not on the hook for future maintenance, this agreement places the obligation on the developer and/or the Metro District.

  Applicant Response: The applicant objects to this request since there is a standing agreement between the property owner and the County, requiring County maintenance of the ECO trail. This agreement has not been verified by staff.

- **Dedication of sensitive land to the Town:** Require the commitment of a portion of Parcel A to the Town. The Town may want to limit development on portions of Parcel A due to potential adverse impacts to wildlife. The amount of land could be informed by a wildlife study at the time of subdivision or through an exhibit in the AA. Staff recommend the latter. Future uses would be limited to those that would benefit the public but meet the intent to conserve wildlife habitat.

  Applicant Response: Applicant is generally in agreement with this provision, however, the specifics regarding timing have not been fully negotiated. The applicant has requested that the amount, location, and use of any dedicated land be informed by specific plan and studies.

- **General Studies:** Developer to provide all studies required by code with future applications, including but not limited to on/offsite traffic, domestic water, sanitary sewer, and railroad crossing permitting. This is a standard requirement for all development.

  Applicant Response: Applicant is in agreement.

- **Uses on Site:** Unless otherwise specified in the agreement, nonconforming uses will be required to come into conformance with the Town Code. The agreement allows for limited agricultural uses not permitted in the Town's Commercial Interchange or Commercial General East zone districts. It states that all uses will be maintained in orderly condition. This is a standard requirement for all development.

  Applicant Response: Applicant is in agreement.

- **East Eagle Interchange Studies:** Developer required to provide an updated environmental study required by NEPA, traffic impact analyses, and planning and engineering studies for the future highway interchange. The existing studies for the future interchange are outdated and will require significant investment to update. Staff believe all of East Eagle should be obligated to contribute towards that effort since the entire area will benefit from the future interchange, which is why staff recommend the developer pay only their proportional share.

  Applicant Response: Applicant is in agreement.

- **Public Service Impact Fee:** This provision has the developer contribute toward studies that will enable the community to understand its build-out over the next 15-25 years. Funds would be intended for town

facility needs studies, service and utility planning, land planning, financial models, and any other studies deemed essential to understanding community growth. These studies would apply throughout East Eagle, rather than being limited to Parcels A and F. Through EPS's recent studies, it's anticipated that full build-out of East Eagle could result in 1,500 new jobs and 1,600–2,500 new residents. To maintain current levels of service, staffing levels would need to increase. The Police Department alone is expected to require four to five new officers. Given the Department's existing needs already exceed its current facility, a facility needs study would help the Town plan for future space and service requirements. Staff believe these studies could amount to a few hundred thousand dollars and have initially requested $500,000.

Applicant Response: The applicant has agreed to pay 50% of a sewer study by an independent, mutually agreed upon consultant with a contribution not to exceed $50,000.

Further, they've requested to review the scope of the sewer study prior to engagement of a consultant for feedback but should include areas of priority to help facilitate phased development. Objective of the sewer study is to understand what density can be developed with current system and what density assumptions allow for phased development.

- **Local Employee Residency Program:** Staff have seen applicants design residential buildings with no more than nine units to avoid the Town's LERP program. A request has been made to lower the LERP threshold to three units to avoid developers circumventing the LERP requirement.

  Applicant Response: The developer objects to this request. There is concern with different standards applying to Parcels A and F versus the rest of the town.

- **Chambers Avenue Extension to Highway 6:** Require the developer to submit a subdivision application for the extension of Chambers Avenue within an agreed upon timeframe following approval of the annexation request. The associated subdivision improvement agreement (SIA) would outline deadlines for the final design and construction of the road extension. The goal of this term is to incentivize development in East Eagle through critical connectivity.

  Applicant Response: The developer objects to this request sharing concern that the location of the Chambers Avenue extension, proposed on the old Eagle River Station property, is under separate ownership.

- **Penalties for non-performance:** Penalties will be included in the AA to ensure the applicant meets all agreed upon terms of this agreement. As proposed, these include liquidated damages, the creation of a lien against the property, and disconnection from the Town (deannexation). Damages include Town investments in plans and studies made to-date. An estimate of this investment will be available by the Tuesday public hearing.

  Applicant Response: The applicant has not fully agreed to this term, requesting additional information on specific penalties.

COMMUNITY INPUT:
Staff have received no written public comments as of October 23.

BUDGET:
EPS is working on a Fiscal Impact Analysis (FIA) that will be presented with the November 12 packet materials. The fiscal impacts from the terms of the AA will be shared at that same meeting.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
Analysis of the application against the strategic plan will be provided at the November 12 meeting once terms of the AA have been finalized.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. A motion to **CONTINUE** Resolution 70, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Eagle Meadows Annexation No. 1 And No. 2)

2. A motion to **CONTINUE** Resolution 71, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Associated Annexation Agreement to the Eagle Meadows Annexation No. 1 And No. 2

3. A motion to **CONTINUE** Ordinance 13, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel A of Eagle Meadows Annexation No. 1 and No. 2)

4. A motion to **CONTINUE** Ordinance 14, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County and Zoning the Property Commercial Interchange (Parcel F of Eagle Meadows Annexation No. 1 and No. 2)

ATTACHMENTS:
1: Application Cover Letter (LINK)
2: Application Form (LINK)
3: Project Narrative (LINK)
4: Reimbursement Agreement (LINK)
5: Title Commitment (LINK)
6: Preliminary Water Demand Analysis and Decrees (LINK)
7: Annexation Petition and Circulator of Affidavit (LINK)
8: Alta Survey (LINK)
9: Annexation Maps (LINK)

10: Annexation Closure Calculations (LINK)
11: RMR Schematic Utility Plan (LINK)
12: 2022 Pre-Development Agreement (LINK)
13: Draft Annexation Agreement (LINK)
14: SGM Water Rights Chart (LINK)
15: Staff report for October 21 Planning Commission meeting (LINK)
16: Resolution No. 70, Series 2025
17: Resolution No. 71, Series 2025
18: Ordinance No. 13, Series 2025
19: Ordinance No. 14, Series 2025

Red Mountain Ranch LLLP

June 1, 2025

Town Clerk
200 Broadway
P.O. Box 609
Eagle, CO. 81631

Re: East Eagle Annexation Petition and Application

On behalf of Red Mountain Ranch Partnership, LLLP. (the "Applicant"), we respectfully submit the attached documents in support of a petition and application for annexation of Parcels "A" (Parcel No. 193927300040) and "F" (Parcel No. 193927400041), hereinafter the "Parcels," totaling 74.56 acres, in East Eagle. This petition includes a concurrent request for zoning of the Parcels in accordance with the recently adopted Town of Eagle Land Use and Development Code and Official Zone District Map.

The annexation petition is submitted in accordance with two separate but related Pre-Development Agreements (the "PDAs") executed by and between the Town of Eagle and the Applicant on September 27, 2022 to address and memorialize agreements related to and acknowledging the intent and desire on behalf of the Town and the Applicant to annex the Parcels and, therefore, to effectuate the development of the Parcels and adjacent lands owned by the Applicant (the "Properties") in accordance with the previously executed Annexation Agreement (the "AA") specific to the Properties and in accordance with the East Eagle Sub-Area Master Plan.

Under cover of this letter, please find the following attachments and exhibits intended to complete the application requirements for annexation of the Parcels:

1. Completed Application Form (Exhibit A).
2. Application Fee (was submitted in 2024) and Reimbursement Agreement (Exhibit B).
3. Project narrative responding to the requirements of the Colorado Revised Statutes (C.R.S.) Title 31, Article 12, as well as a Zoning Request pursuant to Section 4.17.080(D) – *Rezoning (Zoning Map Amendment)*, of the Town of Eagle Land Use Code (Exhibit C).
4. Title Commitment dated April 2025 (Exhibit D).
5. Water Rights Decree or Preliminary Water Demand Analysis (Exhibit E).
6. Petition for Annexation, including notarized signatures of petitioners, in accordance with C.R.S. §31-12-107 (Exhibit F).
7. Alta Survey by Foresight West Surveying, Inc (Exhibit G)
8. Annexation Map(s) by Foresight West Surveying, Inc (Exhibit H).
9. Annexation Closure Calculations (Exhibit I).
10. List of Requested Terms/Draft Annexation Agreement (Exhibit J).
11. Red Mountain Ranch Schematic Utility Plan (Exhibit K).
12. 2022 Pre-Development Agreements (Exhibit L).

It is the Applicant's understanding that the following item listed on the Town of Eagle Annexation Application Submittal Checklist is either waived by the Town or is to be completed by the Town:

1. Annexation Impact Report in accordance with C.R.S. §31-12-108.5. (To be completed by Town)

Thank you again for your time and efforts in this process. Please do not hesitate to contact me if you or other Town staff members have any questions or if you require additional or different information in this matter.

Kind regards,

Eric Eves, Red Mountain Ranch LLLP

Cc: Peyton Heitzman
Mervyn Lapin
Rodrigo Cortina
Spencer Blair
Eric Eves
Scot Hunn, AICP/MPA

Exhibit A – Application Form

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

File #

Date Recieved

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	**PLANNED UNIT DEVELOPMENT (PUD) REVIEW**	☐ Lot Line Adjustment
☐ Encroachment Permit	☐ PUD Zoning Plan	☐ Condominium / Townhouse
☐ Wireless Communications Facility	☐ PUD Development Plan	☐ Minor Subdivision

If permit type not specified above, fill in here Annexation

PROJECT NAME Eagle Meadows Annexation No.1 and No. 2

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

LOCATION

STREET ADDRESS _____

PROPERTY DESCRIPTION

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

DESCRIPTION OF APPLICATION/PURPOSE

Annexation Petition for Parcel Nos. 193927300040 and 1193927400041, commonly referred to as Parcels "A" and "F", East Eagle Sub-Area. This Annexation Petition is being submitted concurrent with a zoning request for Parcels A & F.

APPLICANT NAME Red Mountain Ranch, LLLP PHONE _____
ADDRESS 232 West Meadow Drive EMAIL _____

OWNER OF RECORD Red Mountain Ranch, LLLP PHONE _____
ADDRESS 232 West Meadow Drive EMAIL mervlapin@hotmail.com

REPRESENTATIVE* Eric Eves PHONE 970.331.8617
ADDRESS 85 Foxglove Eagle Co. 81631 EMAIL eeves@hotmail.com

*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 per Chapter 4.17.030 of the Eagle Municipal Code (pg. 236) (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, title report, or other acceptable forms of proof) 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.mm.00ol9 (pg. 239)

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.

_____ 12/15/24
Signature Date

Exhibit C – Project Narrative

Red Mountain Ranch Partnership, LLLP.

Petition for Annexation & Zone District Amendment

Parcel No. 193927300040 (Parcel "A")
Parcel No. 193927400041 (Parcel "F")

Project Narrative
July 2025

Section 4.17.010, Overview of Procedural Requirements, Town of Eagle Land Use and Development Code (LUDC), specifically Table 4.17 – Application Review Requirements, states that annexation submittal requirements and review criteria are "Per Colorado Statutes."

Therefore, the following narrative addresses the relevant requirements of Title 31, Article 12 – Municipal Annexation Act of 1965, of the Colorado Revised Statutes (C.R.S.), specifically C.R.S. §31-12-107. Petitions for annexation and for annexation elections, while also providing additional information in support of the annexation and zoning requests for two parcels of land, specifically Eagle County Parcel Nos. 193927300040 and 193927400041, commonly referred to as Parcels "A" and "F," respectively, within pre-development agreements (hereinafter "PDAs") executed in September, 2022, by and between the petitioners and the Town of Eagle (attached hereto under Exhibit L), and as legally described in the draft annexation map exhibits and legal descriptions for "Eagle Meadows Annexation No. 1," and "Eagle Meadows Annexation No. 2," prepared by Foresight West Surveying, Inc. (attached hereto under Exhibit H).

The following narrative is organized as follows:

Section I: Annexation Petition/Title 31, Article 12 – Municipal Annexation Act of 1965
Section II: Supplemental Information Supporting Annexation and Zoning Requests

Section I: Annexation Petition/Title 31, Article 12 – Municipal Annexation Act of 1965

An explanation that it is desirable and necessary that the area be annexed to the Town.

Applicant Response:
The area to be annexed to the Town, specifically Parcels "A" and "F," hereafter referred to as the "Parcels," are necessary and desirable for the Town and the Applicant to annex for the following reasons:

- To achieve certain goals, policies, and objectives identified within the Town's 2021 Comprehensive Plan, Elevate Eagle, as well as the Town's Strategic Plan,

- To ensure that the Town is provided with adequate land area identified within the Elevate Eagle Future Land Use Map (FLUM), the EESAP Future Land Use Map, as well as within Town's Capital Improvements Plan (CIP) as *necessary* to permit the construction of certain infrastructure identified within those plans related to the orderly extension and provision of water and transportation infrastructure and services needed to properly serve the East Eagle Sub-Area (the "EESA"), including the Red Mountain Ranch PUD.

The EESA has been studied extensively for the purpose of assessing the feasibility and desirability of development of the Parcels and adjacent lands (the "Properties") owned by the Applicant, and to better understand and set forth specific goals, policies, and objectives related to planned infrastructure improvements on or near the Parcels. The East Eagle Sub-Area Plan sets forth a general vision for development of the EESA while specifically addressing desired future lands uses, development patterns, as well as specific infrastructure investments needed to achieve numerous Town goals and policies for economic development, jobs creation, vitality and resiliency, tourism, infrastructure investment and diversification of attainable housing stock.

The EESAP represents a proactive approach by the Town of Eagle to plan for annexation of and development of the Properties and the Parcels. Importantly, it identifies desired future land uses for the Parcels and the Properties on the EESAP's FLUM/Circulation Plan (EESAP p. 14) while addressing major infrastructure improvements desired by the Town to serve the Properties and the Parcels and while also serving other areas located within Town Boundaries. Desired improvements include a new interstate interchange, a new water tank and associated lines and appurtenances, and other public improvements – all located within the Parcels proposed for annexation.

Therefore, as identified and discussed within the PDAs and the EESAP, the annexation of the Parcels is necessary and desired by the Town and the Applicant.

2. An explanation that the requirements of C.R.S. §31-12-104 and §31-12-105 exist or have been met.

Applicant Response:

a. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed **IS** contiguous with the existing boundaries of the Town of Eagle, Colorado, disregarding for contiguity purposes, as allowed by C.R.S. § 31-12-104(1)(a), the existence of any platted street or alley, any public right-of-way, any public or private transportation right-of-way or area, public lands (except county-owned open space), or any lakes, reservoirs, streams, or other natural or artificial waters located between the Town and the land proposed to be annexed. (Please see Preliminary Annexation Plat Maps for Eagle Meadows Annexation Nos. 1 & 2 by Foresight West Surveying, Inc. attached hereto under Exhibit H).
b. The proposed annexation **WILL NOT** create any disconnected municipal satellites.

c. A community of interest **EXISTS** between the area proposed to be annexed and the Town of Eagle, Colorado, as demonstrated and memorialized within Pre-Development Agreements signed and executed by and between the Town and the Applicant on September 27, 2022.
d. The area proposed to be annexed is urban or **WILL BE** urbanized in the near future and said area is integrated or **IS CAPABLE OF BEING INTEGRATED** with the Town of Eagle, Colorado.
e. **NO** land held in identical ownership, whether consisting of one (1) tract or parcel of real estate or two (2) or more contiguous tracts or parcels of real estate:
    i. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
    ii. comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars ($200,000.00) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
f. **NO** annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
g. The annexation of the area proposed to be annexed **WILL NOT** result in the detachment of area from any school district and the attachment of same to another school district.
h. The annexation of the area proposed to be annexed **WILL NOT** have the effect of extending the boundary of the Town of Eagle more than three (3) miles in any direction from any point of the Town's boundary in any one year.
i. **NO** portion of a platted street or alley is to be annexed.
j. Reasonable access **WILL NOT** be denied to landowners, owners of easements or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Eagle.

3. An explanation that the signers of the petition comprise the landowners of more than 50% of the territory included in the area proposed to be annexed, exclusive of streets and alleys.

Applicant Response:
The signers of the petition do, in fact, comprise and represent more than 50% of the territory included in the area proposed to be annexed. No streets or alleys existing within the lands/territory to be annexed.

4. A request that the Town approve the annexation of the area proposed to be annexed.

Applicant Response:
The petition and application submitted herein represent and serve as a formal request by the Applicant that the Town of Eagle approved the annexation of the Parcels in accordance with the terms and agreements memorialized in the PDAs.

5. **The signatures and mailing addresses of the petitioning landowners.**

   Applicant Response:

   This petition and application include the signatures and mailing addresses of the petitioning landowners.

6. **The legal description of the land owned by each petitioning landowner.**

   Applicant Response:

   An Alta Survey by Foresight West Surveying, Inc. as well as annexation maps containing legal descriptions for lands owned by the Applicant, prepared by Foresight West Surveying, Inc., are attached hereto under Exhibits G and H, respectively.

7. **The date of signing of each signature of the petitioning landowners.**

   Applicant Response:

   Dates of signing have been provided on application forms and petition documents.

8. **An affidavit of each circulator of such petition, whether consisting of one or more sheets, that each signature therein is the signature of the person whose name it purports to be.**

   Applicant Response:

   Notarized signatures of each petitioner are included within the petition and are attached hereto under Exhibit F.

Section II: Supplemental Information Supporting Annexation and Zoning Requests

In addition to the responses provided under Section I, the following information is provided in further support of the annexation petition and zoning requests.

1. **Existing Conditions & Need for Annexation and Zoning Requests:**

   The Parcels are currently located within unincorporated Eagle County and are zoned "Resource" (R). Yet, they are also located within the Town of Eagle's Urban Growth Boundary in the East Eagle Sub-Area (EESA) and are discussed in detail within the 2021 East Eagle Sub-Area Plan (EESAP) with regard to their overall importance to the Town's growth management, infrastructure, economic development, and quality of life goals. For context, the following statements are provided under "Background" starting on page 3 of the EESAP:

   > *"While the entire planning area exists within the Town's Urban Growth Boundary, only 100 acres are incorporated into the Town of Eagle. The 100-acres adjacent to Chambers Avenue were annexed into the Town of Eagle in 2006.* ***The current zoning for this portion of East Eagle is Resource (R). The remaining 75 acres to the far east and north of East Eagle are not yet within the Town's boundary, but rather zoned Resource in***

unincorporated Eagle County. The planning area between I-70 to the north and Highway 6 to the south is currently used as pasture.

"Land availability for auto-oriented commercial and industrial uses is limited within the Town. The Chambers Avenue area has few vacant lots remaining. East Eagle provides a large tract of land that can meet the community's future needs for heavier commercial and industrial development. I-70 and Highway 6 both provide locals with ingress and egress to Eagle. ***This property is uniquely situated and will provide access to both. The size of the property and its proximity to I-70 spurs an opportunity for highway-oriented development unlike what exists at the Eby Creek Road interchange. The East Eagle Sub Area Plan also includes plans for a future highway interchange, further supporting highway-oriented development.****"*

Note: The 128.99-acres east of Chambers Avenue and previously annexed to the Town discussed in the EESAP has recently been zoned "Commercial General East," and "Commercial Interchange" as part of the ReCode process that was concluded in summer 2023.

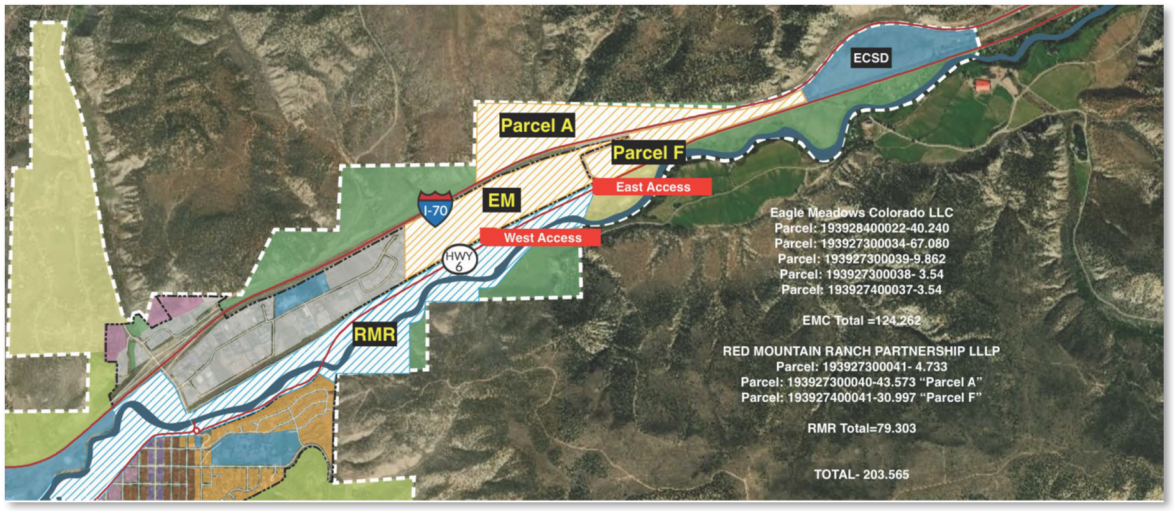


Figure 1: Future Land Use Map; Elevate Eagle w/ Labels showing Parcels A and F.

Under "Eastern Gateway," (p. 13), Policy number 10.5 states, *"Locate entryway features at the future I-70 interchange and at the EESAP land furthest east between I-70 and Highway 6,"* while Policy number 10.7 (p. 13) states, *"Ensure that development located on the eastern edge of East Eagle between I-70 and Highway 6 is appropriately spaced to blend with agricultural and County Resource zoning. Uses in this area should transition from low impact uses to the furthest east to gradually higher impact uses as the development moves toward the I-70 interchange."*

The East Eagle Sub-Area Plan Future Land Use Map (FLUM) shown below (Figure 2) designates the Parcels as being within the Town's urban growth boundaries. The EESAP FLUM designates Parcel A as appropriate for "Commercial/Light Industrial," while Parcel F is contemplated for a mix of "Interstate Commercial" and "Commercial/Light Industrial.

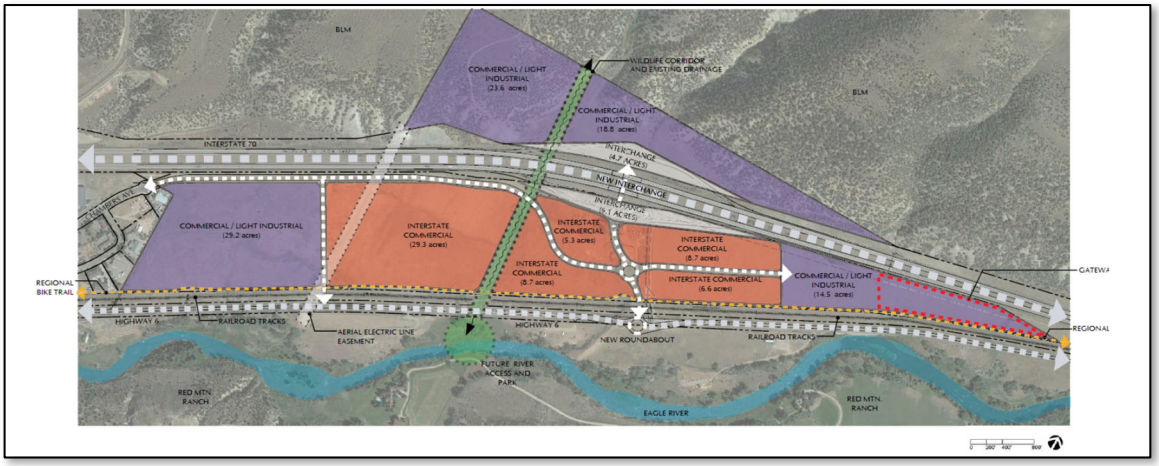


Figure 2: East Eagle Sub-Area Plan Future Land Use Map (p. 14)

Clearly, the Parcels as well as previously annexed Properties owned by the petitioners and located within the East Eagle Sub-Area are anticipated to provide lands critical to the Town of Eagle's future land use, transportation, and economic development needs.

2. Intent of Annexation and Zoning Requests

As memorialized within the pre-development agreements executed by and between the Town of Eagle and the Applicant (Eagle Meadows Colorado, LLC; and Red Mountain Ranch Partnership LLLP, respectively) on September 27, 2022, attached hereto under Exhibit L, the Town of Eagle desires to obtain lands needed to locate and construct a new water tank, lines, and appurtenances needed to serve the Parcels, the adjacent Properties (previously annexed to the Town), and the Town, as well as associated road and utility easements on, over, and through the Parcels to accommodate construction of a new interstate interchange. Per the agreements, the following provisions and terms demonstrate and memorialize the mutual interest by and between the Town of Eagle and the Applicant to pursue annexation of the Parcels:

c. *"Water. Provided that EMC complies with all provisions of this Agreement and the AA, the Town shall use its best efforts to, at its own cost, design and construct the water storage tank, including the associated pipelines, booster pumps, access road and other appurtenances necessary to serve the Development within 2 years of the effective date of the annexation of Parcels A and F. Nothing in this Agreement shall prohibit the Town from imposing increased tap fees at the time of building permit issuance to recover costs associated with the water storage tank."*

b. *"Interchange. EMC shall work in good faith with the Town in identifying and securing construction funding for the East Eagle Interchange (the "Interchange"), including without limitation the formation of a metropolitan district with bonding capacity, urban renewal, pursuit of state and federal funding, and EMC contributions. EMC shall convey to the Town, at no cost, all property and easements necessary for construction of the Interchange. EMC agrees and acknowledges that no Development Permit for any development that creates a need for the Interchange will be issued by the Town until full funding for the Interchange has been secured."*

In support of the PDAs and as part of the good faith due diligence on the part of the Applicant, a "Red Mountain Ranch Schematic Utility Plan" (Exhibit K) was produced in 2022. The plan shows a future 90' x 33' 1.43-million-gallon water storage tank to be constructed at a base elevation of 6,870 feet and located at the northwesternmost portion of Parcel A. The Plan also delineates schematic water line locations, alignments, and phasing.

Additionally, the pre-development agreements executed by and between the Town and the Applicant required annexation of certain Properties (Parcels A and F) within 180 days of the effective date of the development agreements, as well as the rezoning of certain Properties prior to January 25, 2023. However, both annexation and rezoning requests were effectively postponed allowing the Town to complete the "ReCode Eagle" process of updating the Town's land use and zoning regulations, including the creation of new zone districts applicable to East Eagle.

Through the Town of Eagle ReCode process to create new Land Use and Development Regulations and zone districts for the Town, zoning for the adjacent Properties - owned by the Applicant and which were previously annexed into the Town (the "Properties") - was established as "Commercial General East," and "Interstate Commercial" pursuant to the goals and policies of the EESAP. However, the Applicant were asked to postpone application for annexation of Parcels A and F until such time that the ReCode process was concluded. Since completion, the Applicant have been working to create this annexation petition and supporting documentation.

The adopted Town of Eagle Official Zone District Map (shown below in Figure 3) shows the adjacent, previously annexed properties as zoned "Commercial General East" and "Commercial Interchanges."

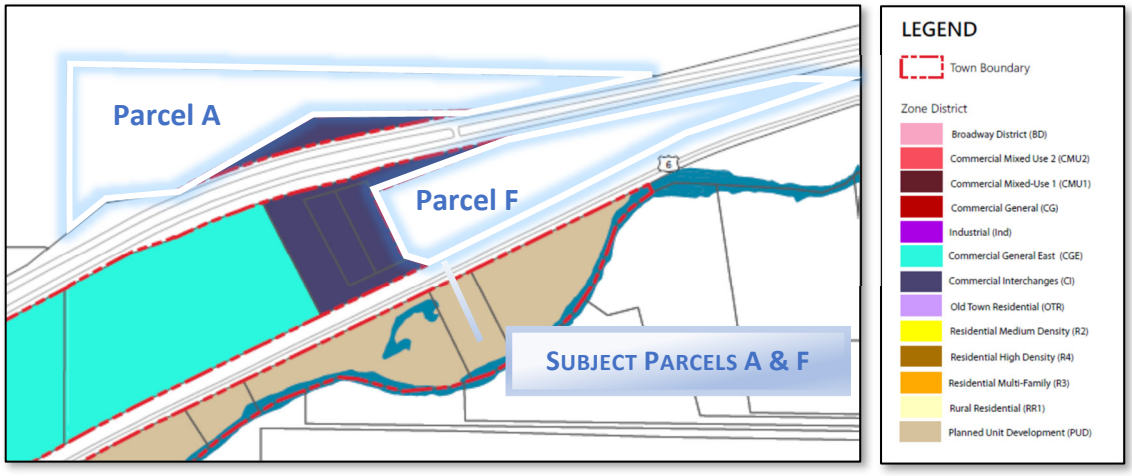


Figure 3: Town of Eagle Official Zone District Map showing previously annexed, adjacent, and contiguous parcels as zoned Commercial General East and Commercial Interchange.

Therefore, pursuant to Section 4.17.080(D) – *Rezoning (Zoning Map Amendment)*, of the Town of Eagle Land Use Code, the Applicant request that the Parcels be zoned concurrent with actions taken on this annexation petition. Specifically, in accordance with the guiding policies

and the Future Land Use Map (FLUM) of the East Eagle Sub-Area Plan, the Applicant propose that Parcel A (Parcel No. 193927300040) be zoned Commercial Interchange (CI), and that Parcel F (Parcel No. 193927400041) be zoned Commercial General East (CGE) as depicted on Figure 4 below.

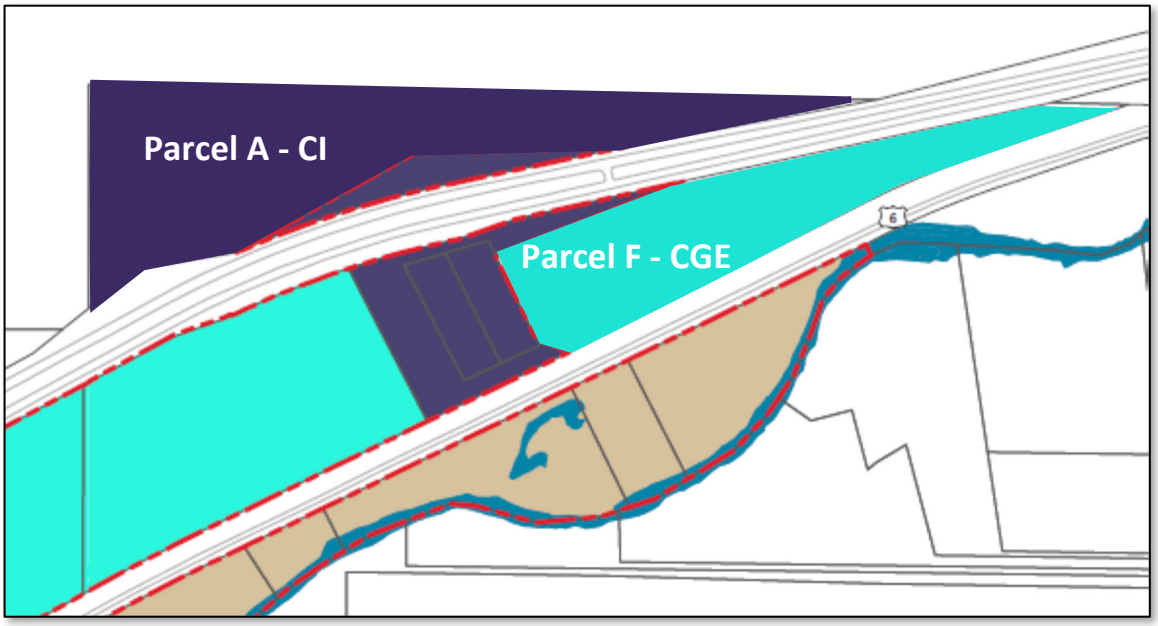


Figure 4: Proposed Zone District Map Exhibit showing Parcels A and F zoned Commercial Interchange and Commercial General East, respectively.

3. Zoning Requests and Criteria

Per the Town of Eagle Land Use Regulations Section 4.17.080(D) – *Rezoning (Zoning Map Amendment)*, the following criteria are to be addressed for any amendment to the Town's Official Zone District Map:

6. Review Criteria and Decision-Making

a. *The Planning and Zoning Commission shall review and recommend and Town Council shall review and decide on the application based on the following criteria:*

i. Comprehensive Plan Future Land Use Plan

The Rezoning is consistent with the Comprehensive Plan Future Land Use Plan for the project site, as well as any applicable area or corridor plans;

ii. Comprehensive Plan Goals and Strategies

The Rezoning promotes at least two Comprehensive Plan goals; and

iii. Strategic Objectives

The Rezoning presents the Town with an opportunity or an appropriate site, at an appropriate location, for the particular type of land use or development proposed and will help the Town achieve

a balance of land use, tax base, or housing types consistent with the Town's overall planning and economic development goals.

Applicant Response:
The Applicant believes the requested zoning to Commercial Interchange and Commercial General East for Parcels A and F, respectively, responds consistently with the Town of Eagle 2021 Elevate Eagle Comprehensive Plan; the 2021 East Eagle Sub-Area Plan (EESAP) and Future Land Use Map; the 2023 Eagle Economic Development Plan; and the pre-development agreements (PDAs) executed by and between the Applicant and the Town in September 2022.

Furthermore, while the proposed zoning requests address and promote numerous Comprehensive Plan goals and objectives, the following goals and objectives are specific to the Parcels:

2021 Elevate Eagle Comprehensive Plan:

Goal 1-2. Expand and diversify the Town's economic opportunities.

1-2.2. Promote commercial development that fits the desired character of the community and its character areas.
a. Support businesses and activities that benefit from Eagle's proximity to the I-70 corridor.
1-2.3. Support opportunities to expand and diversify the commercial and light industrial base.

Goal 2-3. Celebrate the Town's unique small-town character.

2-3.3. Ensure new development builds upon and adds value to Eagle's unique community character through adherence to high quality standards of design and construction.

Goal 5-2. Improve vehicular traffic circulation.

2021 East Eagle Sub-Area Plan:

1) Goal: The EESAP shall provide direction for future land use development but shall also include flexibility to accommodate minor modifications that address community or market changes.

Policy 1.2. While future development should be in conformance with the EESAP goals, policies, and the FLUM, the Town will only support development within the Urban Growth Area after annexation.

2) Goal: Within the planning area, transportation infrastructure shall be located and sized to achieve excellent circulation, avoid congestion, and promote visual qualities.

10) Goal: Create a quality, welcoming Eastern Gateway that refl ects the image of the Town.

Policy 10.5. Locate entryway features at the future I-70 interchange and at the EESAP land furthest east between I-70 and Highway 6.

Policy 10.7. Ensure that development located on the eastern edge of East Eagle between I-70 and Highway 6 is appropriately spaced to blend with agricultural and County Resource zoning. Uses in this area should transition from low impact uses to the furthest east to gradually higher impact uses as the development moves west towards the I-70 interchange.

2023 Eagle Economic Development Plan:

Attract 1: Concentrate existing and future retail activity within the recognized hubs and increase aggregate customer time spent there.

- *Eagle's retail sector is poised to grow substantially over the next 10 years. Based on the retail demand in Chapter 4, Eagle will be able to support about 183,400 square feet of new retail space (**Table 14**). Reinforcing the nature and location of each hub will increase spending and add to their vitality.*

Attract 3: Attract regional retail to Eagle with incentives that balance community needs with developer needs.

- *In addition to infill within the existing retail hubs, there will be potential for expansion of retail in East Eagle, which will likely include large format stores. Given the need for infrastructure and services, developers will likely seek Town incentives.*

Last, as detailed throughout this annexation and zoning request narrative, the proposed zoning of the Parcels in general conformance with the EESAP Future Land Use Map. This proposal presents the Town with specific, unique, and valuable opportunities to effectively plan for and implement desired commercial, light-industrial, and residential uses, along with infrastructure improvements in an area specifically identified to accommodate such uses and improvements.

Importantly, such uses and improvements are desired for the express purpose of helping the Town to achieve a better balance between residential and commercial land uses; to bolster the Town's tax base in a thoughtful manner; to promote long-term resiliency; to address long-standing transportation and water utility related infrastructure needs; and to permit a diversity of housing types and employment opportunities in support of growth management, economic development, quality of life, and sustainability goals and objectives.

4. Overall Comprehensive Plan Conformance

2021 Elevate Eagle

The 2021 Elevate Eagle Future Land Use Map (FLUM) refers to the East Eagle Sub Area Plan when discussing the East Eagle parcels, including lands that have been annexed into Town as well as Parcels A and F which are identified within the Elevate Eagle Plan as being within the Town's urban growth boundary:

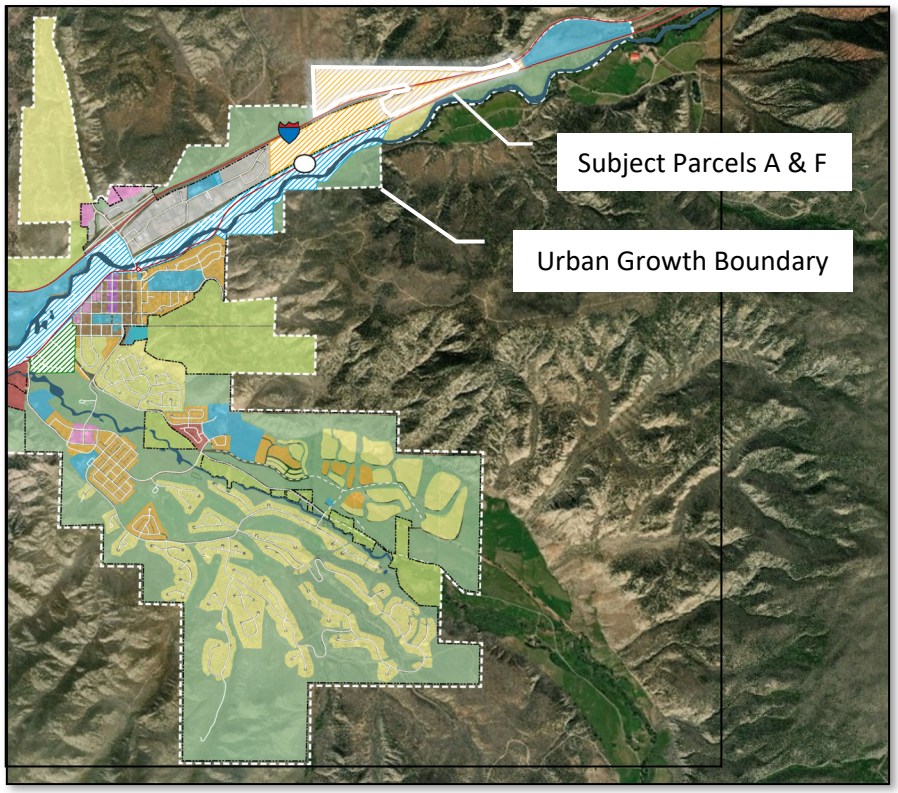


Figure 5: 2021 Elevate Eagle Comprehensive Plan Future Land Use Map (p. 31)

***Elevating our Inclusive Culture**: The Eagle community is defined by our welcoming spirit, our appreciation of our neighbors, and support of one another.*

Goals

1-1. Promote a wide range of attainable housing opportunities for your adults, families, aging residents, workforce, and others.

1-2. Expand and diversify the Town's economic opportunities.

1-2.1. Provide opportunities that increase the likelihood of the Town's citizens to work within Eagle.

1-2.2. Promote commercial development that fits the desired character of the community and its character areas.

a. Support businesses and activities that benefit from Eagle's proximity to the I-70 corridor.

b. Improve signage to draw visitors from Interstate 70 and US Highway 6.

1-2.3. Support opportunities to expand and diversify the commercial and light industrial base.

1-2.4. Work to attract and retain businesses that support and enhance Eagle's tourism revenues, while also seeking to build upon entrepreneurship.

1-2.5. Provide opportunities for a balanced mix of housing and services to support local businesses, employees, residents, and visitors.

1-2.6. As development occurs, ensure the Town's overall mix of land uses remains aligned with community goals.

1-2.7. Support alternative work environments such as home-based businesses, location neutral businesses, mobile vendors, as well as traditional brick and mortar establishments.

1-2.8. Encourage continued reinvestment in existing commercial areas.

1-2.9. Create a positive business environment that encourages (re)investment and expansion.

1-2.10. Support the retention and expansion of regionally serving commercial and service uses. Protect the light industrial areas from dilution and intrusion by other uses.

1-2.11. Encourage childcare and infant care facilities in commercial, mixed use and residential neighborhoods as appropriate.

***Elevating our Unique Character**: The Town of Eagle's eclectic neighborhoods, framed by Castle Peak, the Sawatch Range, and the Eagle River, provide the ideal setting to celebrate our western heritage and adventurous spirit.*

Goals

2-1. Enhance the vibrancy and viability of Downtown.

2-2. Reinforce Broadway Street as the heart of the community, from the Eagle River to Town Park.

2-3. Celebrate the Town's unique small-town character.

2-3.2. Preserve and enhance each of Eagle's unique character areas (i.e. Downtown; the Chambers Avenue Area; Market Street; Eagle Ranch Commercial Core; Eagle River Corridor; US Highway 6/Grand Avenue Corridor; the Western and Eastern Gateway Areas; and the Brush Creek Area).

2-3.3. Ensure new development builds upon and adds value to Eagle's unique community character through adherence to high quality standards of design and construction.

a. Ensure residential infill and redevelopment blend appropriately with the character and scale of surrounding neighborhoods.

b. Utilize infill and conservation-oriented development to accommodate growth while retaining open lands and protecting environmentally sensitive areas.

c. Apply dark night sky standards consistently to all proposed outdoor lighting systems, and work to retrofit existing systems over time.

d. Discourage Town water and wastewater service for new development that would remain in areas outside the incorporated limits.

2-4. Connect Eagle's unique neighborhoods physically and visually through a walkable and trail-oriented environment with high-quality wayfinding.

2-5. Maintain and improve the appearance of Eagle by establishing and reinforcing the Town's identity and sense of place.

2-6. Policies for the West and East Gateway areas (shown on map below).

2-7. Policies for the Interstate 70 Influence Character Area: Including the Market Street Area, Eby Creek Road Area, and the Chambers Avenue Area (shown on map below).

2-8. Policies for the Brush Creek Character Area: Including properties along the east and west sides of Brush Creek Road to the Southern End of the Urban Growth Boundary (shown on map below).

***Elevating our Adventurous Lifestyle**: The Town of Eagle offers the opportunity to explore, live, and work in a community surrounded by our vast outdoor playground.*

Goals

4.1 Promote the Town's Unique Activities (e.g. fly fishing, rafting, mountain biking, OHV riding, camping, skiing, snow boarding, snowshoeing, etc.).

3-1.1. Continue to utilize, and build on, the Eagle Outside brand to promote the Town as a year-round destination.

3-1.2. Provide opportunities for campsite development in or near Town.

3-2. Provide visitors the opportunity to experience Eagle like a local with exceptional amenities.

3-3. Continue to maintain the incredible trail and park system and find new opportunities for expansion and connections to keep up with the adventurous residents' lifestyle.

3-4. Protect open space lands with high conservation or recreation value in and surrounding Eagle.

3-5. Work to preserve and acquire access to public lands, open space, and river/stream corridors.

***Elevating our Relationship with the Environment**: The Town of Eagle celebrates and preserves a unique connection with our environment by minimizing growth impacts to our water and wildlife resources.*

Goals

4-1. Preserve our natural open space and wildlife habitats.

4-2. Find a balance between recreation and preservation along riparian areas to protect habitats and water quality.

4-3. Support and demonstrate sustainability.

4-4. Plan for safety and resiliency by mitigating potential natural hazards.

***Elevating our Connections**: The Town of Eagle strives to offer a variety of technology, communication, and transportation choices to connect our community, locally and globally.*

Goals

5-1. Expand our public transportation networks and options.

5-2. Improve vehicular traffic circulation.

5-3. Expand the network of safe and convenient pedestrian and bicycle circulation.

5-4. Provide equitable and sustainable public services and infrastructure.

Applicant Response:

The proposed annexation and zoning requests respond to and/or promote numerous goals and objectives of the 2021 Elevate Eagle Comprehensive Plan.

2021 East Eagle Sub Area Plan

The following excerpts from the East Eagle Sub Area Plan (EESAP) are relevant to this annexation petition and zoning request and demonstrate the Town's strategic vision, goals, policies, and objectives specific to the Parcels (as annexed) and the surrounding Properties that have previously been annexed to the Town.

Area Map – East Eagle *(p. 2)*

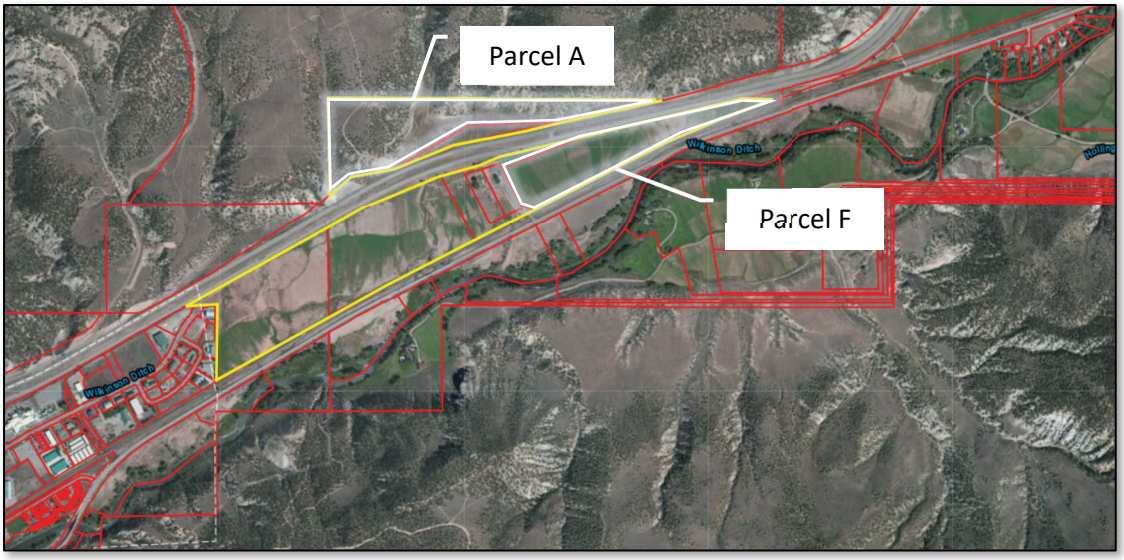


Figure 6: East Eagle Sub-Area Plan Area Map (p. 2)

Purpose *(p. 3)*

> *"The East Eagle property is approximately 175 acres, located in the furthest northeast section of town. The planning area is east of the Chambers Avenue Commercial and Industrial Park, north of Highway 6. Areas north of Interstate 70 are also included in the East Eagle planning area.*
>
> *"Once developed, this property will provide a connection from the east end of Chambers Avenue to Highway 6, enhancing the connectivity to this part of town."*

Size *(p. 6)*

> *"The length of East Eagle along I-70 is greater than the length of Chambers Avenue, as depicted in the Context map (Image C, page 4). East Eagle is approximately 7,800 linear feet while Chambers Avenue is 5,550 linear feet. In terms of depth, the distance from the property boundary abutting I-70 to the north and the southern boundary line ranges from 1,038 linear feet on the west end of East Eagle and gradually reduces in distance heading east. Of the total 175 acres of the planning area, approximately 17 acres is designated for the future highway interchange, leaving 158 acres for other land uses."*

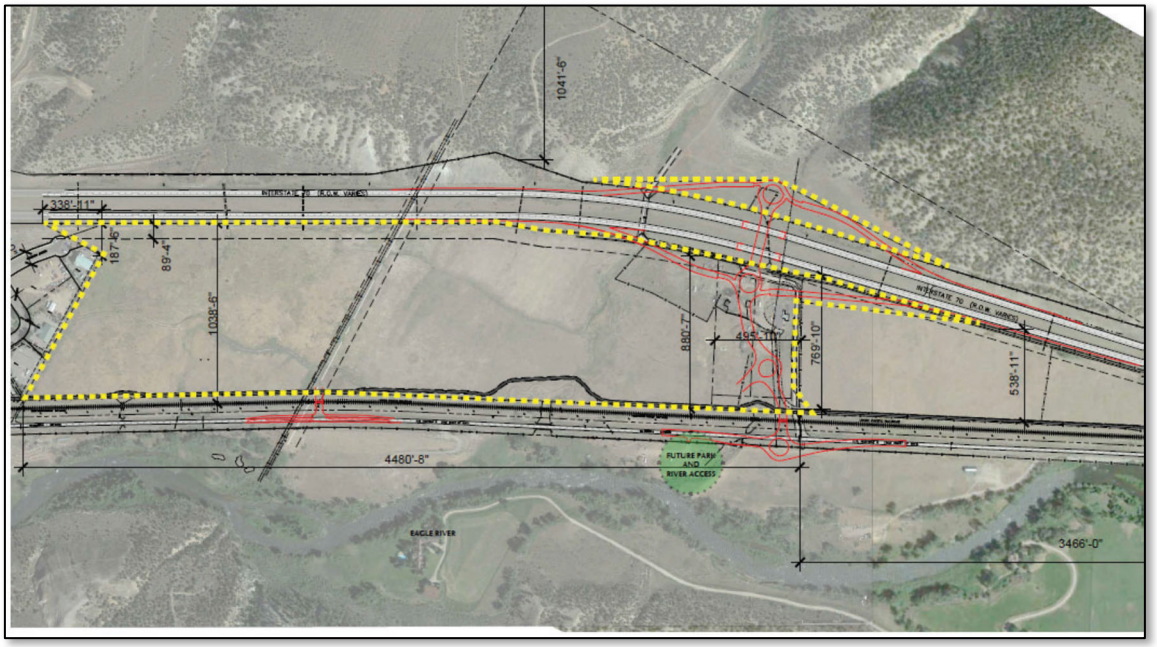


Figure 7: EESAP "Site Overlay with Dimensions and Aerial 1:200" (p. 6)

Future I-70 Interchange *(p. 8)*

> *"The Town has identified a need for a future highway interchange that will provide additional access points to the property. The future interchange is intended to address problems with congestion, safety, and facilitate the flow of traffic on Chambers Avenue. The location of the highway interchange is restricted to the east end of the property due to the slope to the north of I-70, that limits the location of the highway on/off ramp. The highway interchange is a large capital investment that may not be constructed in the near future."*

Market Influences *(p. 9)*

> *"Other constraints taken into consideration during this planning process were changes to markets resulting from a shift to online shopping, only accelerated by the recent COVID-19 pandemic. The shift to online shopping begged the question; will big box be profitable in the future? This question comes with the recognition that the markets change and predicting the future can be an impossible task. The East Eagle Subarea Plan provides flexibility to future commercial land uses by allowing for a variety of commercial uses, rather than restricting the area to large lots for big box/chains."*

Development *(p. 10)*

1) *Goal: The EESAP shall provide direction for future land use development but shall also include flexibility to accommodate minor modifications that address community or market changes.*

Policy 1.1 *Land use areas shown on the Future Land Use Map (FLUM) (see page 14) may be slightly enlarged or reduced if it is deemed by the Town that such modification is otherwise in conformance with the goals and policies of the EESAP and the Comprehensive Plan.*

Transportation *(p. 10)*

1) Goal: Within the planning area, transportation infrastructure shall be located and sized to achieve excellent circulation, avoid congestion, and promote visual qualities.

Policy 2.5 *New development should include elements that address current and future public transportation such as buses, multi-use trails, and trains/rail.*

Policy 2.8 *To the greatest extent practicable, new development should provide convenient multi-modal linkage to the local and regional trail system.*

Compatibility *(p. 10)*

1) Goal: To help support Broadway Street and Capital Street businesses, avoid the creation of a new town center.

Policy 3.1 *Promote commercial development that fits the desired character of the community and focuses on businesses that rely primarily on vehicular rather than pedestrian access.*

Policy 3.2 *Pedestrian amenities should focus on utilizing the ECO Trail and access to Broadway Street rather than creating a walkable shopping area within the EESAP.*

Outdoor Lifestyle *(p. 11)*

1) Goal: The EESAP area shall contribute to the Town's outdoor/active lifestyle by encouraging recreation and tourism-based opportunities.

Policy 4.3 *Development should provide opportunities for recreational amenities to support local businesses, employees, residents, and visitors.*

Policy 4.4 *Encourage new development to provide adequate parks, trails, other recreational facilities, and connections to pedestrian/bicycle-oriented amenities such as the River Access and Park proposed for the Red Mountain Ranch Development.*

Commercial Opportunities *(p. 12)*

7) Goal: Provide opportunities for the expansion of commercial and light industrial uses.

Policy 7.1 *Accessory on-site employee housing is encouraged throughout the planning area to support business opportunities.*

Eastern Gateway *(p. 13)*

10) Goal: Create a quality, welcoming Eastern Gateway that reflects the image of the Town.

Policy 10.5 *Locate entryway features at the future I-70 interchange and at the EESAP land furthest east between I-70 and Highway 6.*

Policy 10.7 Ensure that development located on the eastern edge of East Eagle between I-70 and Highway 6 is appropriately spaced to blend with agricultural and County Resource zoning. Uses in this area should transition from low impact uses to the furthest east to gradually higher impact uses as the development moves west towards the I-70 interchange.

***Action Items** (p. 19)*

Item No. 2 – "Explore funding/partnership opportunities for development of the I-70 interchange."

Applicant Response:
The East Eagle Sub-Area Plan was undertaken specifically to provide vision and direction for the 203.55 total acres – including the subject Parcels – located east of Chambers Avenue, as well as the Red Mountain Ranch PUD located to the south of U.S. Hwy. 6. The Plan is specific to the need and desire for annexation of all lands in the East Eagle Sub-Area in order to permit zoning and, ultimately, development of the area in accordance with numerous Town of Eagle goals and policies.

5. **Water Rights**
The Petitioners have provided an agreement from Mr Scott Grosscup, attached hereto under Exhibit E updating and clarifying the Applicant's understanding and intentions related to water rights.

Exhibit B – Application Fee and Reimbursement Agreement

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on this 9 day of August, 2024 (the "Effective Date") by and between the Town of Eagle, a Colorado municipality with an address of 200 Broadway, Eagle, CO 81631 (the "Town"), and Red Mountain Ranch LLLP, a Colorado limited liability limited partnership, with an address of 232 West Meadow Drive, Vail, CO 81657 (the "Developer") (each a "Party" and collectively the "Parties").

WHEREAS, the Developer is the owner of real property in unincorporated Eagle County more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Developer plans to submit to the Town an application to annex the Property into the Town (the "Application");

WHEREAS, the Parties acknowledge that the land use fees imposed by Section 4.17.030(E) of the Eagle Municipal Code (the "Code") do not adequately cover the Town's expenses incurred during the annexation application process and that the Town will continue to incur expenses until final approval of the Application; and

WHEREAS, the Developer wishes to reimburse the Town for its additional expenses incurred in processing the Application pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. Application Process. The Application will be processed by the Town pursuant to the applicable provisions of the Code and other applicable law.

2. Reimbursement.

a. *Deposit*. The Parties hereby acknowledge and agree that review of the Application may require the Town to incur certain necessary costs, defined as "Pass Through Fees" in Section 4.17.030.E.2 of the Code, including without limitation costs for third-party consultants engaged by the Town, the Town Attorney, the Town's water counsel and engineer, and staff time for planning, engineering, and public works. Upon execution of this Agreement, the Developer agrees to deposit the sum of $6,800 as a deposit (the "Deposit") for Pass Through Fees related to reviewing and processing the Application.

b. *Costs Exceeding Deposit*. If the Town incurs any costs exceeding the Deposit, the Developer shall pay such additional costs or make a subsequent deposit. All invoiced Pass Through Fees shall be paid in full to the Town within 30 days of the date of the invoice. Failure by the Developer to pay any invoice within the specified time shall be cause for the Town to refrain from approving the Application until the Pass Through Fees are paid in full. If the Pass Through Fees are not paid when due, the past due amounts shall be a lien on the Property, and the Town Treasurer may certify the amount of the same to the County Treasurer to be placed on

the tax list for the current year and to be collected in the same manner as other taxes are collected.

d. *Excess Deposit*. Any remaining Deposit shall be returned to the Developer within 30 days after final approval of the Application.

4. Miscellaneous.

a. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

e. *Notice*. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity*. The Parties and their respective officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their respective officers, attorneys or employees.

j. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of either Party not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of either Party hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

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

TOWN OF EAGLE, COLORADO

_____

Scott Turnipseed, Mayor

ATTEST:

_____

Jenny Rakow, Town Clerk

RED MOUNTAIN RANCH PARTNERSHIP

_____

Mervyn Lapin, Managing Partner

STATE OF COLORADO)

) ss.

COUNTY OF Eagle)

Subscribed and sworn to before me this 7th day of August, 2024 by Meryn Lapin, Managing Partner of Red Mountain Ranch Partnership, LLLP.

My Commission expires:

5-17-2027

_____

Notary Public

SARA ANN NEWSAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234018556
MY COMMISSION EXPIRES 05/17/2027

Red Mountain Ranch LLLP
232 W. Meadow Dr. Vail, Co. 81657
mervlapin@hotmail.com, eeves@hotmail.com 970.331.8617

June 1, 2025

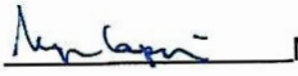
Town of Eagle
200 Broadway | P.O. Box 609
Eagle, CO 81631

Subject: Petition for Annexation of Land

We, the undersigned landowners, hereby submit this petition requesting the annexation of our respective lands into the jurisdiction of the Town of Eagle. The signers of this petition comprise the landowners of more than 100% of the territory included in the area proposed to be annexed, exclusive of streets and alleys.

We firmly believe that annexation will bring mutual benefits to both the landowners and the Town of Eagle. The annexation of these lands is in alignment with the towns strategic plans. By joining forces, we can foster economic growth, enhance the economic resilience of the Town, improve infrastructure, attract visitors and enhance the quality of life for the residents of this area. We have carefully considered the advantages and disadvantages of annexation and are convinced that this step will contribute to the overall development and prosperity of our community.

To ensure the legitimacy of this petition, we have included the signatures of the landowners managing partner, along with their respective mailing addresses, below:

 Mervyn Lapin, Managing Partner

We kindly request that the Town of Eagle consider our petition for annexation and initiate the necessary procedures to evaluate and process our request. We are willing to provide any additional information or documentation required to support this petition.

Thank you for your attention to this matter. We look forward to a positive response and the opportunity to work together to create a better future for our community.

Sincerely,

Mervyn Lapin
Managing Partner Red Mountain Ranch LLLP
232 W. Meadow Dr. Vail, Co. 81657

Notary Block:

Colorado, County of Eagle
On this 5/30/25 [Date], before me, a notary public in and for said county and state, personally appeared Mervyn Lapin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and official seal.

[Notary Public Signature]

Sara Ann Newsam [Notary Public Name]

SARA ANN NEWSAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234018556
MY COMMISSION EXPIRES 05/17/2027

5-17-2027 [Notary Public Commission Expiration Date]

Exhibit D – Title Commitment

Customer Distribution

Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **V50070563-4** Date: **04/16/2025**

Property Address: **RED MOUNTAIN RANCH PARCELS, EAGLE, CO 81631**

For Closing Assistance

For Title Assistance

Land Title Eagle County Title Team 610 WEST LIONSHEAD CIRCLE, SUITE 200 VAIL, CO 81657 (970) 477-4500 (Work)
eaglecountyrequests@ltgc.com

Seller/Owner
RED MOUNTAIN RANCH PARTNERSHIP LLLP
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: SARAH DORMAN (TO REVIEW PLAT/SIGN TITLE CERT)
610 WEST LIONSHEAD CIRCLE #300
VAIL, CO 81657
(970) 476-2251 (Work)
(970) 476-4534 (Work Fax)
sdorman@ltgc.com
Delivered via: Electronic Mail

Agent for Seller
ERIC EVES
232 W MEADOW DRIVE
VAIL, CO 81657
(970) 331-8617 (Cell)
eeves@hotmail.com
Delivered via: Electronic Mail

Estimate of Title Fees

Order Number: V50070563-4 **Date:** 04/16/2025

Property Address: RED MOUNTAIN RANCH PARCELS, EAGLE, CO 81631

Seller(s): RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION FROM RED MOUNTAIN RANCH PARTNERSHIP, LTD.

Buyer(s): None

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit **ltgc.com** to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	$265.00
TBD - TBD Income	$-265.00
TOTAL	**$0.00**

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

Eagle county recorded 02/08/1984 under reception no. 274399

Eagle county recorded 08/19/1981 under reception no. 224283

Eagle county recorded 08/06/1981 under reception no. 223656

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: V50070563-4

Property Address:

RED MOUNTAIN RANCH PARCELS, EAGLE, CO 81631

1. **Effective Date:**

   04/11/2025 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION FROM RED MOUNTAIN RANCH PARTNERSHIP, LTD.

5. **The Land referred to in this Commitment is described as follows:**

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: V50070563-4

PARCEL 1:

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO

EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL 2:

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:

1) S. 71°10'11" W. 745.46 FEET
2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
3) S. 63°07'52" W. 2657.12 FEET

THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:

1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
2) N. 69°57'24" E. 319.80 FEET
3) N. 76°23' 39" E. 2300.20 FEET
4) N. 77°08'24" E. 565.86 FEET

TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE OLONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:

LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO

AND

EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLROADO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: V50070563-4

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: V50070563-4

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION FROM RED MOUNTAIN RANCH PARTNERSHIP, LTD. RECORDED OCTOBER 02, 2018 UNDER RECEPTION NO. **201816883** IS CURRENT.

   NOTE: SAID INSTRUMENT DISCLOSES MERVYN LAPIN AS THE GENERAL PARTNER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF SUBJECT PROPERTY.

   NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: V50070563-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 04, 1924, IN BOOK 93 AT PAGE 115.
9. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED MAY 04, 1964 IN BOOK 182 AT PAGE 383.
10. RESERVATIONS AS CONTAINED IN WARRANTY DEED RECORDED JANUARY 14, 1966 IN BOOK 191 AT PAGE 155.
11. TERMS, CONDITIONS AND PROVISIONS OF COVENANTS RECORDED AUGUST 21, 1972 IN BOOK 225 AT PAGE 129.
12. TERMS, CONDITIONS AND PROVISIONS OF AMENDED AND RESTATED EASEMENTS, COVENANTS AND OPTION AGREEMENT, RECORDED MARCH 04, 1982 IN BOOK 337 AT PAGE 284 AND AGREEMENT IN CONNECTION THEREWITH RECORDED MARCH 24, 1985 IN BOOK 414 AT PAGE 958 AND ASSIGNMENT AGREEMENT RECORDED SEPTEMBER 8, 1986 IN BOOK 448 AT PAGE 213.
13. TERMS, CONDITIONS AND PROVISIONS OF EASEMENTS, COVENANTS AND OPTION AGREEMENT RECORDED AUGUST 06, 1981 IN BOOK 327 AT PAGE 292.
14. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, RESERVATIONS, BUILDING ENVELOPE AND NOTES ON THE PLAT OF RED MOUNTAIN RANCH, FILING NO. 3 RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379.
15. TERMS, CONDITIONS AND PROVISIONS OF COLORADO UTE ELECTRIC ASSOCIATION ACCESS EASEMENT RECORDED APRIL 19, 1984 IN BOOK 383 AT PAGE 564.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: V50070563-4

16. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED AUGUST 08, 1984 IN BOOK 391 AT PAGE **836**.
17. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT TO EXTRINGUISH A TEMPORARY EASEMENT TO WATER LIVESTOCK RECORDED MARCH 24, 1985 IN BOOK 414 AT PAGE **958**.
18. TERMS, CONDITIONS AND PROVISIONS OF COURT DECREE RECORDED JULY 02, 1985 IN BOOK 418 AT PAGE **788**.
19. TERMS, CONDITIONS AND PROVISIONS OF EAGLE RIVER STATION ANNEXATION PLAT RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. **200625190**.
20. TERMS, CONDITIONS AND PROVISIONS OF DITCH OPERATION AND MAINTENANCE AGREEMENT RECORDED AUGUST 21, 2008 UNDER RECEPTION NO. **200817696**.
21. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF ACCESS EASEMENT RECORDED JULY 21, 2016 UNDER RECEPTION NO. **201611289**.
22. TERMS, CONDITIONS AND PROVISIONS OF TRAIL EASEMENT AGREEMENT RECORDED AUGUST 24, 2016 UNDER RECEPTION NO. **201613349** AND FIRST AMENDMENT THERETO RECORDED APRIL 11, 2023 UNDER RECEPTION NO. **202303866**..
23. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF ACCESS EASEMENT RECORDED APRIL 26, 2017 UNDER RECEPTION NO. **201707414**.
24. (THIS ITEM WAS INTENTIONALLY DELETED)
25. (THIS ITEM WAS INTENTIONALLY DELETED)
26. (THIS ITEM WAS INTENTIONALLY DELETED)
27. TERMS, CONDITIONS AND PROVISIONS OF ORDER OF INCLUSION RECORDED FEBRUARY 27, 2025 UNDER RECEPTION NO. **202502494**.

Land Title Guarantee Company
Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurancy Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance
Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By President

Attest Secretary

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

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Exhibit E – Water Rights Decree/Preliminary Water Demand Analysis

Scott Grosscup
Office (970) 945-6546
Direct Dial (970) 928-3468
sgroscup@balcombgreen.com

MEMORANDUM

To: Red Mountain Ranch Partnership, LLP

From: Scott Grosscup

Date: June 3, 2025

Re: Annexation of Parcels A and F

Red Mountain Ranch Partnership is annexing two parcels of land to the Town of Eagle. This includes Parcel A, known as Eagle County Assessor number 1939-273-00-040, and Parcel F, known as Eagle County Assessor number 1939-274-00-041. Parcel A lies to the north of Interstate 70. To my knowledge there are no water rights used on or associated with that parcel of land.

Parcel F, however, was historically irrigated by the Warren Ditch. The historical consumptive use associated with the irrigation of Parcel F was quantified in Case No. 84CW659. That case determined 241.6 acres of land owned by Red Mountain Ranch had been historically irrigated consuming 1.73 acre feet of water per acre for total consumptive use of 416 acre feet of water. Parcel F was included in this historically irrigated acreage. The Warren Ditch Water Rights are described in the following Table.

Case No.	Adjudication Date	Appropriation Date	Priority	Amount (c.f.s.)
CA294	1889-12-17	1885-04-20	32	3.70
CA294	1889-12-17	1889-10-09	95	2.40
CA294	1889-12-17	1889-10-09	96	1.60
CA446	1907-06-01	1901-1001	235	0.94
CA963	1936-10-03	1922-10-01	450	11.83
CA1193	1958-07-23	1952-04-30	534	15.0

A comparison of the mapping done in Case No. 84CW659 and the Eagle County Assessor's map indicates the entirety of Parcel F was included in the historical use analysis. The Assessor's records indicate Parcel F is 30.997 acres in size resulting in 53.625 acre feet of the historical consumptive use credits quantified in Case No. 84CW659. Additional analysis of the amount attributed to each priority is necessary determine how much of each priority equates to the historical consumptive use and to confirm the Warren Ditch irrigated all of Parcel F.

Section 12.26.030 of the Town's code requires a basic dedication of 0.95 acre foot per year of historic consumptive use credit per EQR as determined by the Town's code. Parcel F will have 15 EQRs requiring a dedication of 14.25 acre feet from the above described water rights. Because these water rights to be dedicated have previously been quantified in an historical use analysis, an historical use affidavit is not required for a change of water rights to the Town's municipal system. See § 37-92-305(3)(e), C.R.S.

Red Mountain Ranch proposes to convey all of the water rights historically used on Parcels A and F at the time of annexation to be dedicated to the future development of these parcels.

Exhibit F - Petition for Annexation

Petition for Annexation

To: The Town Council of the Town of Eagle, Colorado

Re: Property Known as: Eagle Meadows NO.1 and Eagle Meadows NO. 2

The undersigned landowner, in accordance with Title 31, Article 12, Part 1, C.R.S., known as the Municipal Annexation Act of 1965, hereby petitions the Town Council of the Town of Eagle, Colorado (the "Town Council ") for annexation to the Town of Eagle (the "Town") of the following described unincorporated area situate and being in the County of Eagle, State of Colorado (the "Property"):

(*See* **Exhibit A** attached hereto and incorporated herein by reference)

In support of its Petition, Petitioner states as follows:

1. That it is desirable and necessary that the Property be annexed to the Town of Eagle, Colorado.

2. That the Property meets the requirements of C.R.S. §§ 31-12-104 and 105, in that:

a. Not less than 1/6 of the perimeter of the Property is contiguous with the existing boundaries of the Town, disregarding for contiguity purposes, as allowed by C.R.S. § 31-12-104(1)(a), the existence of any platted street or alley, any public or private right-of-way, any public or private transportation right-of-way or area, public lands (except county-owned open space) or any lakes, reservoirs, streams or other natural or artificial waters located between the Town and the Property. The contiguity required by C.R.S. § 31-12-104(1)(a) has not been established by use of any boundary of an area that was previously annexed to the Town where the area, at the time of its annexation, was not contiguous at any point with the boundary of the Town, and was not otherwise in compliance with C.R.S. § 31-12-104(1)(a), and was located more than 3 miles from the nearest boundary of the Town, nor was the contiguity required by C.R.S. § 31-12-104(1)(a) established by use of any boundary of territory that was subsequently annexed directly to, or which was indirectly connected through, subsequent annexations of such an area.

b. The proposed annexation will not create any disconnected municipal satellites.

c. A community of interest exists between the Property and the Town.

d. The Property is urban or will be urbanized in the near future, and said area is integrated or is capable of being integrated with the Town.

e. No land held in identical ownership, whether consisting of 1 tract or parcel of real estate or 2 or more contiguous tracts or parcels of real estate:

i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.

ii. Comprising 20 acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars $200,000 for *ad valorem* tax purposes for the year next preceding the annexation is included within the Property without the written consent of the landowner(s).

f. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.

g. The annexation of the Property will not result in the detachment of area from any school district and the attachment of same to another school district.

h. The annexation of the Property will not have the effect of extending the boundary of the Town more than 3 miles in any direction from any point of the Town's boundary in any one year.

i. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.

j. Reasonable access will not be denied to landowners, owners of easements or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town.

3. That attached hereto and incorporated herein by reference are 4 prints of the annexation map, containing the following information:

a. A written legal description of the boundaries of the Property.

b. A map showing the boundary of the Property.

c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land, and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.

d. Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

4. That Petitioner is the owner of more than 50% of the Property, exclusive of streets and alleys.

5. That Petitioner signed this Petition no more than 180 days prior to the date of the filing of this Petition.

6. That this Petition satisfies the requirements of Article II, § 30 of the Colorado Constitution in that it is signed by persons comprising more than 50% of the landowners of the Property who own more than 50% of the Property, excluding public streets and alleys and any land owned by the Town.

7. That no election has been held within the last 12 months for annexation of the Property to the Town.

8. That the Property is located within Eagle County, the Eagle County School District and the Eagle River Fire Protection District.

9. That upon the effective date of the ordinance annexing the Property to the Town, the entire Property shall become subject to the ordinances, resolutions, rules and regulations of the Town, except for general property taxes which shall become effective on January 1 of the next year following passage of the annexation ordinance.

10. That Petitioner has not requested from any government entity review of a site specific development plan that would vest Petitioner with the property rights contemplated in C.R.S. § 24-68-101, *et seq.*, and that Petitioners hereby waive any vested property rights for the Property resulting from any prior approval of any site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*

11. That, by the date that is 90 days after the effective date of the annexation ordinance, the Property shall be brought under the Town's zoning code and map.

12. That Petitioner reserves the right to withdraw this Petition at any time prior to the adoption of an annexation ordinance.

Therefore, the undersigned Petitioners respectfully request that the Town Council approve the annexation of the Property to the Town.

MERVYN LAPIN	9-5-2025	232 W MEADOW DR
Name	Date	Mailing Address
		VAIL, CO 81657
Name	Date	Mailing Address

State of Colorado)
) ss.
County of Eagle)

Subscribed, sworn to and acknowledged before me this 5th day of September, ~~2023~~ 2025 AA by Mervyn Lapin.

My Commission expires 10/12/27.

(Seal)

Notary Public

ADRIANA AVILA RODRIGUEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234038951
MY COMMISSION EXPIRES 10/12/2027

Affidavit of Circulator

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:

That he or she was the circulator of the foregoing Petition for Annexation of lands to the Town of Eagle, Colorado, consisting of 5 pages including this page, and that each signature thereon was witnessed by the affiant and is the true signature of the person whose name it purports to be.

Circulator

State of Colorado)
) ss.
County of Eagle)

Subscribed, sworn to and acknowledged before me this 5th day of September, 2025, by Mervyn Lapin.

My Commission expires 10/12/27.

(Seal)

Notary Public

ADRIANA AVILA RODRIGUEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234038951
MY COMMISSION EXPIRES 10/12/2027

Exhibit A:

Legal Description Eagle Meadows NO.1

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:

1) S. 71°10'11" W. 745.46 FEET
2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
3) S. 63°07'52" W. 2657.12 FEET

THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:

1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
2) N. 69°57'24" E. 319.80 FEET
3) N. 76°23' 39" E. 2300.20 FEET
4) N. 77°08'24" E. 565.86 FEET

TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:
LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.
AS SURVEYED:
A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED

FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE SOUTH 75° 13' 25" EAST, A DISTANCE OF 1826.30 FEET TO THE MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 76° 25' 05" EAST, A DISTANCE OF 1373.21 FEET;
2. THENCE NORTH 77° 11' 16" EAST, A DISTANCE OF 599.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH 88° 38' 40" EAST, A DISTANCE OF 818.92 FEET FROM CORNER NO. 2 OF SAID TRACT 57,

ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";
THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;
5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL

NO. 2, THE FOLLOWING THREE (3) COURSES:

1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.
HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS EAGLE MEADOWS NO. 1 ANNEXATION TO THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

Legal Description Eagle Meadows NO. 2

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO
EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.
AS SURVEYED:
A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO.

91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;
THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;
THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE

MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

Exhibit G – Alta Survey

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN COUNTY OF EAGLE, STATE OF COLORADO

SHEET 1 OF 7

LEGAL DESCRIPTION

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY-ORDER NO. V50070563

PARCEL 1:
LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO

EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL 2:
A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT;
THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:
1) S. 71°10'11" W. 745.46 FEET
2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
3) S. 63°07'52" W. 2657.12 FEET
THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:
1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
2) N. 69°57'24" E. 319.80 FEET
3) N. 76°23' 39" E. 2300.20 FEET
4) N. 77°08'24" E. 565.86 FEET
TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:

LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

LEGAL DESCRIPTION

AS MEASURED

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO. 195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;

THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;

THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:
1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

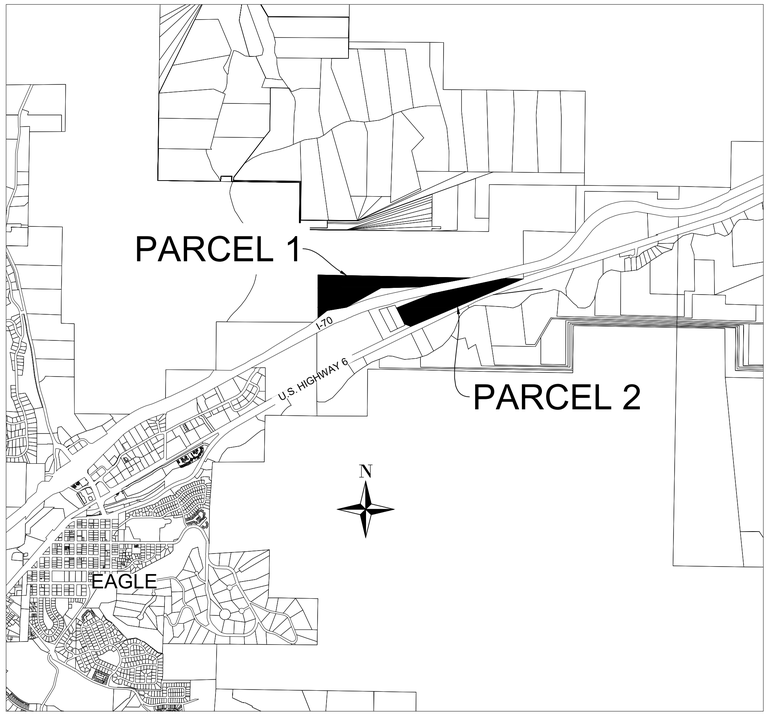
COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE SOUTH 75° 13' 25" EAST, A DISTANCE OF 1826.30 FEET TO THE MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1. NORTH 76° 25' 05" EAST, A DISTANCE OF 1373.21 FEET;
2. THENCE NORTH 77° 11' 16" EAST, A DISTANCE OF 599.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH 88° 38' 40" EAST, A DISTANCE OF 818.92 FEET FROM CORNER NO. 2 OF SAID TRACT 57, ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";

VICINITY MAP



1 INCH = 2000 FEET

PARCEL 2 CONTINUED

THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:
1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;
5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2, THE FOLLOWING THREE (3) COURSES:
1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

SURVEYOR'S CERTIFICATION

THIS CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSONS OR LEGAL ENTITIES WITHOUT WRITTEN RECERTIFICATION EXPRESSLY NAMING SUCH PERSONS OR LEGAL ENTITIES.

TO RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION FROM RED MOUNTAIN RANCH PARTNERSHIP, LTD, LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8 AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JANUARY 25, 2025.

PURSUANT TO COLORADO REVISED STATUTE 38-51-106 (1)(D) AND COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 1.6(B)(2), THE UNDERSIGNED FURTHER CERTIFIES THAT THIS SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE, IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

RY P. RUSK, PLS #38226
EMAIL: RRUSK@FORESIGHTWEST.COM
SIGNATURE AND DATE THROUGH SEAL:
(REQUIRED BY COLORADO LAW)

GENERAL NOTES

1. STATUTE OF LIMITATIONS DISCLOSURE REQUIRED PER 13-80-105, C.R.S.: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ALL COPYRIGHTS TO PUBLICATIONS BY FORESIGHT WEST SURVEYING, INC. ARE RESERVED. ADDITIONALLY, ALL FIELD BOOKS, NOTES, SKETCHES AND ELECTRONIC FILES ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE SOLE PROPERTY OF FORESIGHT WEST SURVEYING, INC. IF THIS SURVEY IS DEPOSITED WITH THE COUNTY IN COMPLIANCE WITH 38-51-107, C.R.S., FORESIGHT WEST SURVEYING, INC. ACCEPTS NO LIABILITY FROM PROPRIETARY OR CONFIDENTIAL INFORMATION DISCLOSED TO THE PUBLIC BY THE CONTENTS HEREIN.
3. PRESERVATION OF BOUNDARY MONUMENTATION: ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES:
   A) ANY PUBLIC LAND SURVEY MONUMENT (DEFINED BY 38-53-103(18), C.R.S. AS ANY LAND BOUNDARY MONUMENT ESTABLISHED ON THE GROUND BY A CADASTRAL SURVEY OF THE UNITED STATES GOVERNMENT AND ANY MINERAL SURVEY MONUMENT ESTABLISHED BY A UNITED STATES MINERAL SURVEYOR AND MADE A PART OF THE UNITED STATES PUBLIC LAND RECORDS), OR
   B) ANY LAND SURVEY CORNER (DEFINED BY 38-53-103(6), C.R.S. AS ANY LAND SURVEY CORNER THE POSITION OF WHICH CONTROLS THE LOCATION OF THE BOUNDARIES OF A TRACT OR PARCEL OF LAND), OR A RESTORATION OF ANY SUCH MONUMENT,
   EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR PUNISHABLE BY A FINE OF UP TO $1,000 AND/OR 1 YEAR IN JAIL UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S. (REFERENCE: 18-4-508, C.R.S.)
4. OIL, GAS, COAL, MINERAL, WATER, DITCH, RESERVOIR, GEOTHERMAL, AVIGATION, GRAZING OR OTHER RIGHTS, AS WELL AS DEVELOPMENT, ZONING, LEASE, FIRE DISTRICT OR OTHER RESTRICTIONS, BOTH RECORDED AND UNRECORDED, MAY AFFECT THIS PROPERTY AND NOT BE PLOTTABLE GRAPHICALLY HEREON.
5. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE NOT TO BE CONSIDERED ALL-INCLUSIVE AND MAY BE INACCURATE. UNDERGROUND UTILITY LOCATIONS MAY HAVE BEEN DETERMINED FROM AVAILABLE CONSTRUCTION PLANS AND AS-BUILT MAPS, SURFACE MARKINGS ESTABLISHED BY INDEPENDENT LOCATORS OR UTILITY COMPANIES, OR FROM SURFACE FEATURES. UNDERGROUND UTILITIES SHOWN HEREON HAVE NOT BEEN EXPOSED BY THIS FIRM AND MAY VARY IN ACTUAL LOCATION, USAGE, MATERIAL, SIZE AND/OR EXISTENCE. THIS FIRM ACCEPTS NO LIABILITY FOR INACCURATE WORK BY UTILITY LOCATORS. PER TITLE 9, ARTICLE 1.5, C.R.S., UNDERGROUND UTILITIES MUST BE MARKED PRIOR TO ANY DIGGING OR DRILLING BY SUBMITTING A REQUEST TO THE UTILITY NOTIFICATION CENTER OF COLORADO. CALL (811) AT LEAST 72 HOURS IN ADVANCE.
6. ALL USERS OF THIS SURVEY ARE HEREBY NOTIFIED THAT THIS SURVEY IN NO WAY CONSTITUTES A TITLE SEARCH BY FORESIGHT WEST SURVEYING INC. FOR DETERMINATION OF (A)RIGHT TO TITLE, (B)CHAIN OF TITLE/ABSTRACT, (C)THE HISTORICAL COMPATIBILITY OF ALL DESCRIPTIONS OF THIS PROPERTY WITH ALL DESCRIPTIONS OF ADJOINING PROPERTIES AND (D)EASEMENTS, RIGHTS-OF-WAY AND OTHER INSTRUMENTS OF RECORD THAT MAY IMPACT TITLE TO THIS PROPERTY. ADDITIONALLY, UNWRITTEN RIGHTS TO THIS PROPERTY MAY EXIST WHICH ARE UNKNOWN TO THIS FIRM.
7. FOR ALL INFORMATION REGARDING RIGHT TO TITLE AND EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE BURDENS AFFECTING SUCH RIGHT TO TITLE TO THIS PROPERTY, FORESIGHT WEST SURVEYING INC. RELIED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT FOR LAND TITLE GUARANTEE COMPANY, ORDER NUMBER V50070563, WITH AN EFFECTIVE DATE OF NOVEMBER 11, 2023.
8. SETBACK NOTICE: DUE TO THE FREQUENT CHANGES IN AND DIFFERING INTERPRETATIONS OF ZONING ORDINANCES, THE OWNER IS URGED TO CONTACT THE GOVERNING MUNICIPALITY(IES) FOR GUIDANCE RELATING TO SETBACK REQUIREMENTS PRIOR TO PLANNING FUTURE IMPROVEMENTS ON THIS PROPERTY.
9. BEARINGS ARE BASED UPON THE NORTH LINE OF TRACT 62 BETWEEN CORNER NO.2, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" AND TRACT 62 CORNER NO. 1, THE SAME BEING CORNER NO. 2 OF TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", AND IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190
   ASSUMED BEARING S89° 54' 19" E PER ABOVE
   GRID BEARING - S88° 59' 57" E (COLORADO STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE -NAD83) PER POST PROCESSED STATIC GNSS TIES TO NGS SHIELDS
10. STATEMENT OF LINEAL UNITS REQUIRED PER 38-51-106(1)(L), C.R.S.: LINEAL UNIT OF MEASURE USED IN THIS SURVEY IS U.S. SURVEY FOOT.
11. ALL FOUND AND SET MONUMENTS ARE FAIRLY CLOSE TO GROUND SURFACE UNLESS NOTED OTHERWISE.
12. ANY MONUMENTS SHOWN HEREON THAT ARE NOT DIMENSIONED TO THE BOUNDARY RETRACED IN THIS SURVEY WERE NOT USED AS CONTROL CORNERS AND ARE SHOWN ONLY AS A COURTESY TO OTHER SURVEYORS.
13. THE BOUNDARY LINES SHOWN ON THIS SURVEY REPRESENT A PROFESSIONAL OPINION BY THIS SURVEYOR AS TO WHERE THE BOUNDARY LINES HEREBY RETRACED WERE ORIGINALLY LAID OUT ON THE GROUND AND SUBSEQUENTLY ACCEPTED BY THE AFFECTED LAND OWNERS. THE DISCOVERY OF ADDITIONAL EVIDENCE MAY RESULT IN A DIFFERENT OPINION.
14. ANY OVERHEAD WIRES SHOWN HEREON ARE GENERALIZED LOCATIONS SHOWING THE WIRE CONNECTIONS BETWEEN UTILITY POLES AND OTHER STRUCTURES. THE LOCATIONS OF INDIVIDUAL WIRES WERE NOT MEASURED AND THEIR REPRESENTATION ON THIS DRAWING SHOULD NOT BE RELIED UPON WHERE ACCURATE CLEARANCE DISTANCES FROM OVERHEAD WIRES ARE REQUIRED.
15. MEASURED DIMENSIONS SHOWN HEREON REFLECT THE RESULTS OF A LEAST SQUARES ADJUSTMENT OF THE FIELD MEASUREMENTS.
16. MEASURED VALUES SHOWN HEREON REFLECT THE FIELD MEASUREMENTS BETWEEN MONUMENTS FOUND OR SET AS OBSERVED DURING THIS SURVEY. MONUMENTS SET BY OTHERS REPRESENT A GOOD-FAITH EFFORT TO MARK PREVIOUSLY CREATED TITLE LINES ON THE GROUND. NO TITLE GAPS OR OVERLAPS ARE CREATED BY MINOR DISCREPANCIES IN THE PLACEMENT AND REPLACEMENT OF THOSE MONUMENTS, DUE TO THE IMPERFECT SCIENCE OF MEASUREMENT, AND DO NOT ALTER THE TITLE LINES OR CHANGE OWNERSHIP RIGHTS. THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL PRECISION FOR AN ALTA/NSPS LAND TITLE SURVEY IS 2 CM (0.07 FEET) PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED).

OPTIONAL TABLE A ITEMS REQUESTED:

1, 2, 3, 4, 8 AND 13

1. MONUMENTS (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) HAVE BEEN SET AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK.
   PARCEL 1: NO POSTED ADDRESS OBSERVED - NO ADDRESS GIVEN ON COUNTY GIS AND NO ADDRESS PROVIDED ON THE TITLE COMMITMENT
   PARCEL 2: NO POSTED ADDRESS - NO ADDRESS GIVEN ON COUNTY GIS AND NO ADDRESS PROVIDED ON THE TITLE COMMITMENT
3. FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.
   BOTH PARCELS 1 AND 2 ARE CLASSIFIED AS BEING IN ZONE X, AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER MAP NUMBER 08037C0391D WITH AN EFFECTIVE DATE OF DECEMBER 4, 2007.
4. GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT).
   PARCEL 1: 1,920,604 SQUARE FEET OR 44.080 ACRES, MORE OR LESS (AS MEASURED)
   PARCEL 2: 1,384,961 SQUARE FEET OR 31.793 ACRES, MORE OR LESS (AS MEASURED)
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE).
   PARCEL 1: SHOWN HEREON
   PARCEL 2: SHOWN HEREON
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL."
    SHOWN HEREON

PLAT DEPOSIT CERTIFICATION: (Required per 38-51-107, C.R.S.)

Deposited this _____ day of _____, 20____, at _____M., for information only in book _____ of the County Surveyor's Land Surveys/Right-of-Way Surveys at Page _____, Reception Number _____.

Signed _____

Dept. _____

REV:0	Job No.: 2022140
DATE:01.29.2025	FWS FORESIGHT WEST SURVEYING INC.
	1309 S. Inca Street
	Denver, Colorado 80223
	303.504.4440
FIELDWORK BY:RUSK	Scaled for 24" x 36" / Sheet: 1 of 7
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
SCHEDULE B, PART II EXCEPTIONS

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ORDER NO. V50070563
EFFECTIVE NOVEMBER 6, 2023

SCHEDULE B-II EXCEPTIONS:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY-ORDER NO. V50070563

1. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND. **(STANDARD EXCEPTION)**
2. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. **(STANDARD EXCEPTION)**
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. **(STANDARD EXCEPTION)**
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(STANDARD EXCEPTION)**
5. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE OF THE PROPOSED INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **(STANDARD EXCEPTION)**
6. (A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. **(STANDARD EXCEPTION)**
7. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER. **(STANDARD EXCEPTION)**
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 04, 1924, IN BOOK 93 AT PAGE 115.**(DOES NOT IMPACT EITHER PARCEL - DOCUMENT DESCRIBES LAND WITHIN THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 25 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, T4S R84W - BOTH PARCELS ARE SITUATED WITHIN THE SOUTH HALF OF SECTIONS 26 AND 27, T4S R84W)**
9. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED MAY 04, 1964 IN BOOK 182 AT PAGE 383. **(IMPACTS SUBJECT PARCEL 1 - PLOTTED HEREON - ORIGINAL EASEMENT GRANTED TO COLORADO-UTE ELECTRIC ASSOCIATION, INC. TRANSFERRED IN SPECIAL WARRANTY DEED, ASSIGNMENT AND BILL OF SALE TO PUBLIC SERVICE COMPANY OF COLORADO AS RECORDED APRIL 16, 1992 IN BOOK 577 AT PAGE 782 AT REC. NO. 473894)**
10. RESERVATIONS AS CONTAINED IN WARRANTY DEED RECORDED JANUARY 14, 1966 IN BOOK 191 AT PAGE 155. **(DOES NOT IMPACT SUBJECT PROPERTY - DOCUMENT REFERENCES LANDS WITHIN SECTIONS 28 AND 33, T4S, R84W - BOTH PARCELS ARE WITHIN SECTIONS 26 AND 27, T4S, R84W)**
11. TERMS, CONDITIONS AND PROVISIONS OF COVENANTS RECORDED AUGUST 21, 1972 IN BOOK 225 AT PAGE 129.**(UNKNOWN IMPACT ON EITHER PARCEL 1 OR PARCEL 2 - DESCRIPTION IS VAGUE IN THAT IT ONLY MENTIONS "A PARCEL OF LAND IN SEC. 27, T4S R84W")**
12. TERMS, CONDITIONS AND PROVISIONS OF AMENDED AND RESTATED EASEMENTS, COVENANTS AND OPTION AGREEMENT, RECORDED MARCH 04, 1982 IN BOOK 337 AT PAGE 284 AND AGREEMENT IN CONNECTION THEREWITH RECORDED MARCH 24, 1985 IN BOOK 414 AT PAGE 958 AND ASSIGNMENT AGREEMENT RECORDED SEPTEMBER 8, 1986 IN BOOK 448 AT PAGE 213.**(IMPACTS SUBJECT PARCELS 1 AND 2 - HOWEVER, ONLY ONE EASEMENT BEYOND WHAT WAS PREVIOUSLY EXISTING WAS CONVEYED AND THAT EASEMENT DOES NOT IMPACT THE SUBJECT PROPERTY - THE AGREEMENT REFERENCES MULTIPLE COVENANTS WHICH AGREE TO CREATE EASEMENTS BUT SAID EASEMENTS ARE NOT CREATED BY THIS DOCUMENT)**
13. TERMS, CONDITIONS AND PROVISIONS OF EASEMENTS, COVENANTS AND OPTION AGREEMENT RECORDED AUGUST 06, 1981 IN BOOK 327 AT PAGE 292.**(IMPACTS SUBJECT PARCELS 1 AND 2 - HOWEVER, ONLY ONE EASEMENT BEYOND WHAT WAS PREVIOUSLY EXISTING WAS CONVEYED AND THAT EASEMENT DOES NOT IMPACT THE SUBJECT PROPERTY - THE AGREEMENT REFERENCES MULTIPLE COVENANTS WHICH AGREE TO CREATE EASEMENTS BUT SAID EASEMENT ARE NOT CREATED BY THIS DOCUMENT)**
14. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, RESERVATIONS, BUILDING ENVELOPE AND NOTES ON THE PLAT OF RED MOUNTAIN RANCH, FILING NO. 3 RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379. **(IMPACTS SUBJECT PROPERTY - TWO ADDITIONAL EASEMENTS WERE CREATED IN RELATION TO LOT 1, RED MOUNTAIN RANCH RANCH FILING NO.3. BOTH OF THE EASEMENTS (REFERRED TO AS ACCESS AND UTILITY EASEMENT AND ACCESS AND UTILITY EASEMENT I) ARE NOTED AS BEING PRIVATE EASEMENTS FOR THE USE AND BENEFIT OF THE RED MOUNTAIN RANCH PARTNERSHIP, LTD., ITS SUCCESSORS AND ASSIGNS AND IT IS SPECIFICALLY NOTED THAT NOTHING CONTAINED WITHIN THE DOCUMENT SHALL CONSTITUTE A DEDICATION TO THE PUBLIC. ACCESS EASEMENT I IS SPECIFICALLY NOTED AS HAVING A PURPOSE FOR UTILITIES AND FOR PERPETUAL RIGHT OF INGRESS AND EGRESS TO LOT 1 FROM THE U.S. HIGHWAY 6 PUBLIC RIGHT-OF-WAY. THE OTHER ACCESS AND UTILITY EASEMENT THAT IS OVER SAID LOT 1 IS NOTED AS BEING FOR ACCESS, UTILITY, PEDESTRIAN AND DRAINAGE.**
15. TERMS, CONDITIONS AND PROVISIONS OF COLORADO UTE ELECTRIC ASSOCIATION ACCESS EASEMENT RECORDED APRIL 19, 1984 IN BOOK 383 AT PAGE 564. **(IMPACTS SUBJECT PARCELS 1 AND 2 - PLOTTED HEREON - ORIGINAL EASEMENT GRANTED TO COLORADO-UTE ELECTRIC ASSOCIATION, INC. TRANSFERRED IN SPECIAL WARRANTY DEED, ASSIGNMENT AND BILL OF SALE TO PUBLIC SERVICE COMPANY OF COLORADO AS RECORDED APRIL 16, 1992 IN BOOK 577 AT PAGE 782 AT REC. NO. 473894)**
16. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED AUGUST 08, 1984 IN BOOK 391 AT PAGE 836. **(IMPACTS SUBJECT PARCELS - NOT A SURVEY MATTER)**
17. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT TO EXTINGUISH A TEMPORARY EASEMENT TO WATER LIVESTOCK RECORDED MARCH 24, 1985 IN BOOK 414 AT PAGE 958. **(DOES NOT IMPACT SUBJECT PROPERTY - TEMPORARY EASEMENT WAS SOUTH OF U.S HIGHWAY 6. BOTH PROPERTIES ARE LOCATED NORTH OF U.S. HIGHWAY 6)**
18. TERMS, CONDITIONS AND PROVISIONS OF COURT DECREE RECORDED JULY 02, 1985 IN BOOK 418 AT PAGE 788. **(IMPACTS SUBJECT PROPERTY - CONCERNING WATER RIGHTS - NOT A SURVEY MATTER)**
19. TERMS, CONDITIONS AND PROVISIONS OF EAGLE RIVER STATION ANNEXATION PLAT RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190. **(IMPACTS SUBJECT PROPERTIES IN TERMS OF EXCEPTIONS TO ORIGINAL FEE OWNERSHIP. ANNEXATION PARCEL 3 BEING EXCEPTED FROM SUBJECT PARCEL 1 AND ANNEXATION PARCEL 2 BEING EXCEPTED FROM SUBJECT PARCEL 2)**
20. TERMS, CONDITIONS AND PROVISIONS OF DITCH OPERATION AND MAINTENANCE AGREEMENT RECORDED AUGUST 21, 2008 UNDER RECEPTION NO. 200817696. **(IMPACTS SUBJECT PARCELS - CONCERNING WATER RIGHTS - NOT A SURVEY MATTER)**
21. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF ACCESS EASEMENT RECORDED JULY 21, 2016 UNDER RECEPTION NO. 201611289. **(IMPACTS SUBJECT PARCEL 2 - PLOTTED HEREON - ACCESS EASEMENT OVER WHAT IS NOW REFERRED TO AS ANNEXATION PARCEL 2 FOR ACCESS BENEFITING SUBJECT PARCEL 2 AND THE SCHOOL PROPERTY AS RECORDED UNDER REC. NO. 200701445 FROM THE NORTHERLY RAILROAD RIGHT-OF-WAY LINE)**
22. TERMS, CONDITIONS AND PROVISIONS OF TRAIL EASEMENT AGREEMENT RECORDED AUGUST 24, 2016 UNDER RECEPTION NO. 201613349 AND FIRST AMENDMENT THERETO RECORDED APRIL 11, 2023 UNDER RECEPTION NO. 202303866. **(REC. NO. 201613349 IMPACTS SUBJECT PARCEL 2 - PLOTTED HEREON - THE FIRST AMENDMENT RECORDED UNDER REC. NO. 202303866 DOES NOT IMPACT THE SUBJECT PARCEL. THE LATTER REVISED A PORTION OF THE TRAIL EASEMENT TO THE EAST OF SUBJECT PARCEL 2)**
23. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF ACCESS EASEMENT RECORDED APRIL 26, 2017 UNDER RECEPTION NO. 201707414. **(IMPACTS SUBJECT PARCEL 2 - PLOTTED HEREON)**
24. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED NOVEMBER 10, 2020 UNDER RECEPTION NO. 202021008. **(DOES NOT IMPACT SUBJECT PROPERTY - DESCRIBED LANDS LIE SOUTH OF U.S. HIGHWAY 6)**
25. TERMS, CONDITIONS AND PROVISIONS OF RED MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT RECORDED NOVEMBER 10, 2020 UNDER RECEPTION NO. 202021009. **(UNKNOWN IMPACT ON SUBJECT PARCELS - DESCRIPTION OF LANDS IMPACTED NOTED AS "EXHIBIT A" WERE NOT PART OF THE BACKUP DOCUMENTS NOR THE COPIES FOUND AT THE CLERK AND RECORDERS OFFICE - HOWEVER IT REFERENCES LANDS WITHIN THE TOWN OF EAGLE OF WHICH NEITHER OF THESE PARCELS OF LAND ARE WITHIN THE TOWN BOUNDARIES)**
26. TERMS, CONDITIONS AND PROVISIONS OF COVENANT OF REAL ESTATE TRANSFER ASSESSMENT RECORDED DECEMBER 07, 2020 UNDER RECEPTION NO. 202023511. **(UNKNOWN IMPACT ON SUBJECT PARCELS - DESCRIPTION OF LANDS IMPACTED NOTED AS "EXHIBIT 1" WERE NOT PART OF THE BACKUP DOCUMENTS NOR THE COPIES FOUND AT THE CLERK AND RECORDERS OFFICE)**

LEGEND

- SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
- SET OR UPGRADED TRACT CORNER AS DESCRIBED HEREON
- FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
- FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
- FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
- FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
- FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
- FOUND NGS MONUMENT AS DESCRIBED HEREON
- FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON
- UTILITY POLE
- BURIED COMMUNICATIONS WARNING SIGN
- COMMUNICATIONS PEDESTAL
- DELINEATOR POST
- COMMUNICATIONS VAULT
- SIGN WITH METAL POST "PROPERTY OF THE D&R,G,W, R.R. CO, - PERSON ENTERING UPON OR CROSSING ARE TRESPASSERS
- SIGN WITH METAL POST " PROPERTY OF D & R. G. W. R. R. CO. - NO TRESPASSING"
- SIGN WITH WOOD POST "STOP" - "PRIVATE R.R. CROSSING - NO TRESPASSING - RIGHT TO PASS BY PERMISSION SUBJECT TO CONTROL OF OWNER"
- SIGN WITH WOOD POST "BIKE & PEDESTRIAN X-ING" - "YIELD"
- SIGN WITH WOOD POST "NO MOTOR VEHICLES"
- SIGN "15 MPH"

RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
TRACT AND CORNER ABBREVIATION USED HEREON:
TR##-# = TRACT NUMBER - CORNER NUMBER DESIGNATION PER THE INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH P.M.

- ALIQUOT LINE
- TRACT LINE
- ADJOINER PROPERTY LINE
- UNION PACIFIC RAILROAD RIGHT-OF-WAY
- U.S. HIGHWAY 6 RIGHT-OF-WAY
- PROPERTY CORNER TIE
- PROPERTY BOUNDARY
- CENTER-LINE RAILROAD TRACKS
- EASEMENT
- BARBWIRE FENCE
- 7' WILDLIFE FENCE
- EDGE OF GRAVEL
- OVERHEAD ELECTRIC
- BURIED COMMUNICATIONS
- STORM CULVERT
- GUARDRAIL

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
PATRICK RUSK
38226
01.29.2025

REV:0	Job No.: 2022140
DATE:01.29.2025	FWS FORESIGHT WEST SURVEYING INC.
	1309 S. Inca Street Denver, Colorado 80223 303.504.4440
FIELDWORK BY:RUSK	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	Scaled for 24" x 36" / Sheet: 2 of 7

ALTA / NSPS LAND TITLE SURVEY

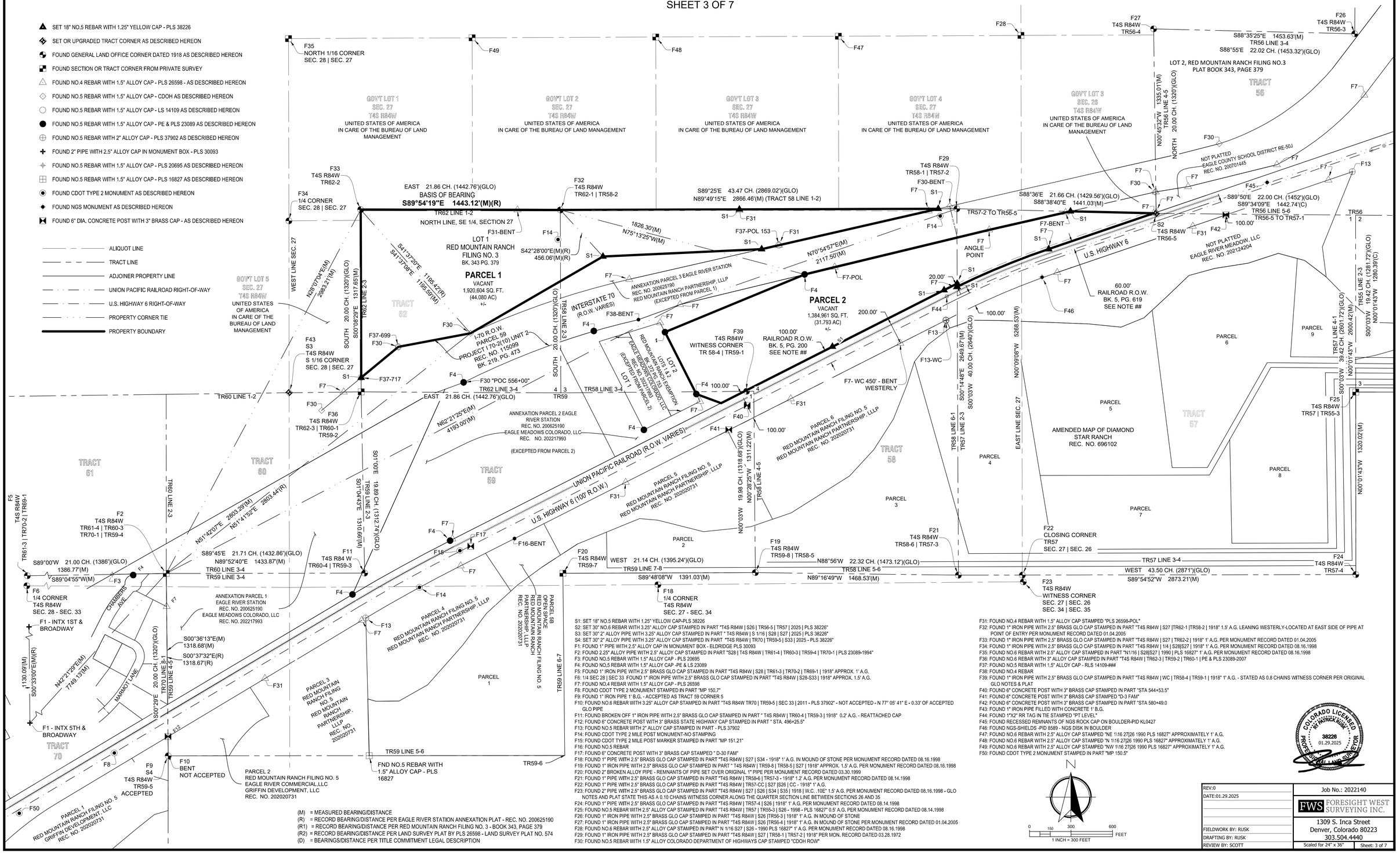
LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN COUNTY OF EAGLE, STATE OF COLORADO

TIE LINES TO PROPERTY CORNERS & MONUMENT DESCRIPTIONS

SHEET 3 OF 7

- SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
- SET OR UPGRADED TRACT CORNER AS DESCRIBED HEREON
- FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
- FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
- FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
- FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
- FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
- FOUND NGS MONUMENT AS DESCRIBED HEREON
- FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON

- ALIQUOT LINE
- TRACT LINE
- ADJOINER PROPERTY LINE
- UNION PACIFIC RAILROAD RIGHT-OF-WAY
- U.S. HIGHWAY 6 RIGHT-OF-WAY
- PROPERTY CORNER TIE
- PROPERTY BOUNDARY



S1: SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP-PLS 38226
S2: SET 30" NO.6 REBAR WITH 3.25" ALLOY CAP STAMPED IN PART "T4S R84W | S26 | TR56-5 | TR57 | 2025 | PLS 38226"
S3: SET 30" 2" ALLOY PIPE WITH 3.25" ALLOY CAP STAMPED IN PART " T4S R84W | S 1/16 | S28 | S27 | 2025 | PLS 38226"
S4: SET 30" 2" ALLOY PIPE WITH 3.25" ALLOY CAP STAMPED IN PART "T4S R84W | TR70 | TR59-5 | S33 | 2025 - PLS 38226"
F1: FOUND 1" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - ELDRIDGE PLS 30093
F2: FOUND 2.25" ALLOY PIPE WITH 2.5" ALLOY CAP STAMPED IN PART "S28 | T4S R84W | TR61-4 | TR60-3 | TR59-4 | TR70-1 | PLS 23089-1994"
F3: FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695
F4: FOUND NO.5 REBAR WITH 1.5" ALLOY CAP -PE & LS 23089
F5: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S28 | TR61-3 | TR70-2 | TR69-1 | 1918" APPROX. 1' A.G.
F6: 1/4 SEC 28 | SEC 33 FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S28-S33 | 1918" APPROX. 1.5' A.G.
F7: FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598
F8: FOUND CDOT TYPE 2 MONUMENT STAMPED IN PART "MP 150.7"
F9: FOUND 1" IRON PIPE 1' B.G. - ACCEPTED AS TRACT 59 CORNER 5
F10: FOUND NO.6 REBAR WITH 3.25" ALLOY CAP STAMPED IN PART "T4S R84W TR70 | TR59-5 | SEC 33 | 2011 - PLS 37902" - NOT ACCEPTED - N 77° 05' 41" E - 0.33' OF ACCEPTED GLO PIPE
F11: FOUND BROKEN OFF 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART " T4S R84W | TR60-4 | TR59-3 | 1918" 0.2' A.G. - REATTACHED CAP
F12: FOUND 6" CONCRETE POST WITH 3" BRASS STATE HIGHWAY CAP STAMPED IN PART " STA. 496+25.5"
F13: FOUND NO.5 REBAR WITH 2" ALLOY CAP STAMPED IN PART - PLS 37902
F14: FOUND CDOT TYPE 2 MILE POST MONUMENT-NO STAMPING
F15: FOUND CDOT TYPE 2 MILE POST MARKER STAMPED IN PART "MP 151.21"
F16: FOUND NO.5 REBAR
F17: FOUND 6" CONCRETE POST WITH 3" BRASS CAP STAMPED " D-30 FAM"
F18: FOUND 1" PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S27 | S34 - 1918" 1' A.G. IN MOUND OF STONE PER MONUMENT RECORD DATED 08.16.1998
F19: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART " T4S R84W | TR59-8 | TR58-5 | S27 | 1918" APPROX. 1.5' A.G. PER MONUMENT RECORD DATED 08.16.1998
F20: FOUND 2" BROKEN ALLOY PIPE - REMNANTS OF PIPE SET OVER ORIGINAL 1" PIPE PER MONUMENT RECORD DATED 03.30.1999
F21: FOUND 1" PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | TR58-6 | TR57-3 - 1918" 1.2' A.G. PER MONUMENT RECORD DATED 08.14.1998
F22: FOUND 1" PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | TR57-CC | S27 |S26 | CC - 1918" 1' A.G.
F23: FOUND 2" PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S27 | S26 | S34 | S35 | 1918 | W.C. .10E" 1.5' A.G. PER MONUMENT RECORD DATED 08.16.1998 - GLO NOTES AND PLAT STATE THIS AS A 0.10 CHAINS WITNESS CORNER ALONG THE QUARTER SECTION LINE BETWEEN SECTIONS 26 AND 35
F24: FOUND 1" PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | TR57-4 | S26 | 1918" 1' A.G. PER MONUMENT RECORD DATED 08.14.1998
F25: FOUND NO.5 REBAR WITH 2.5" ALLOY CAP STAMPED IN PART "T4S R84W | TR57 | TR55-3 | S26 - 1998 - PLS 16827" 0.5' A.G. PER MONUMENT RECORD DATED 08.14.1998
F26: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S26 |TR56-3 | 1918" 1' A.G. IN MOUND OF STONE
F27: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S26 |TR56-4 | 1918" 1' A.G. IN MOUND OF STONE PER MONUMENT RECORD DATED 01.04.2005
F28: FOUND NO.6 REBAR WITH 2.5" ALLOY CAP STAMPED IN PART" N 1/16 S27 | S26 - 1990 PLS 16827" 1' A.G. PER MONUMENT RECORD DATED 08.16.1998
F29: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S27 | TR58-1 | TR57-2 | 1918" PER MON. RECORD DATED 03.28.1972
F30: FOUND NO.5 REBAR WITH 1.5" ALLOY COLORADO DEPARTMENT OF HIGHWAYS CAP STAMPED "CDOH ROW"
F31: FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598-POL"
F32: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S27 |TR62-1 |TR58-2 | 1918" 1.5' A.G. LEANING WESTERLY-LOCATED AT EAST SIDE OF PIPE AT POINT OF ENTRY PER MONUMENT RECORD DATED 01.04.2005
F33: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | S27 | TR62-2 | 1918" 1' A.G. PER MONUMENT RECORD DATED 01.04.2005
F34: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | 1/4 | S28|S27 | 1918" 1' A.G. PER MONUMENT RECORD DATED 08.16.1998
F35: FOUND NO.6 REBAR WITH 2.5" ALLOY CAP STAMPED IN PART "N1/16 | S28|S27 | 1990 | PLS 16827" 1' A.G. PER MONUMENT RECORD DATED 08.16.1998
F36: FOUND NO.6 REBAR WITH 3" ALLOY CAP STAMPED IN PART "T4S R84W | TR62-3 | TR59-2 | TR60-1 | PE & PLS 23089-2007
F37: FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - RLS 14109-###
F38: FOUND NO.4 REBAR
F39: FOUND 1" IRON PIPE WITH 2.5" BRASS GLO CAP STAMPED IN PART "T4S R84W | WC | TR58-4 | TR59-1 | 1918" 1' A.G. - STATED AS 0.8 CHAINS WITNESS CORNER PER ORIGINAL GLO NOTES & PLAT
F40: FOUND 6" CONCRETE POST WITH 3" BRASS CAP STAMPED IN PART "STA 544+53.5"
F41: FOUND 6" CONCRETE POST WITH 3" BRASS CAP STAMPED "D-3 FAM"
F42: FOUND 6" CONCRETE POST WITH 3" BRASS CAP STAMPED IN PART "STA 580+49.0
F43: FOUND 1" IRON PIPE FILLED WITH CONCRETE 1' B.G.
F44: FOUND 1"X2" RR TAG IN TIE STAMPED "PT LEVEL"
F45: FOUND RECESSED REMNANTS OF NGS ROCK CAP ON BOULDER-PID KL0427
F46: FOUND NGS-SHIELDS -PID 8589 - NGS DISK IN BOULDER
F47: FOUND NO.6 REBAR WITH 2.5" ALLOY CAP STAMPED "NE 1\16 27\26 1990 PLS 16827" APPROXIMATELY 1' A.G.
F48: FOUND NO.6 REBAR WITH 2.5" ALLOY CAP STAMPED "N 1\16 27\26 1990 PLS 16827" APPROXIMATELY 1' A.G.
F49: FOUND NO.6 REBAR WITH 2.5" ALLOY CAP STAMPED "NW 1\16 27\26 1990 PLS 16827" APPROXIMATELY 1' A.G.
F50: FOUND CDOT TYPE 2 MONUMENT STAMPED IN PART "MP 150.5"

(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574
(D) = BEARINGS/DISTANCE PER TITLE COMMITMENT LEGAL DESCRIPTION

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR — W. PATRICK RUSK — 38226 — 01.29.2025

N

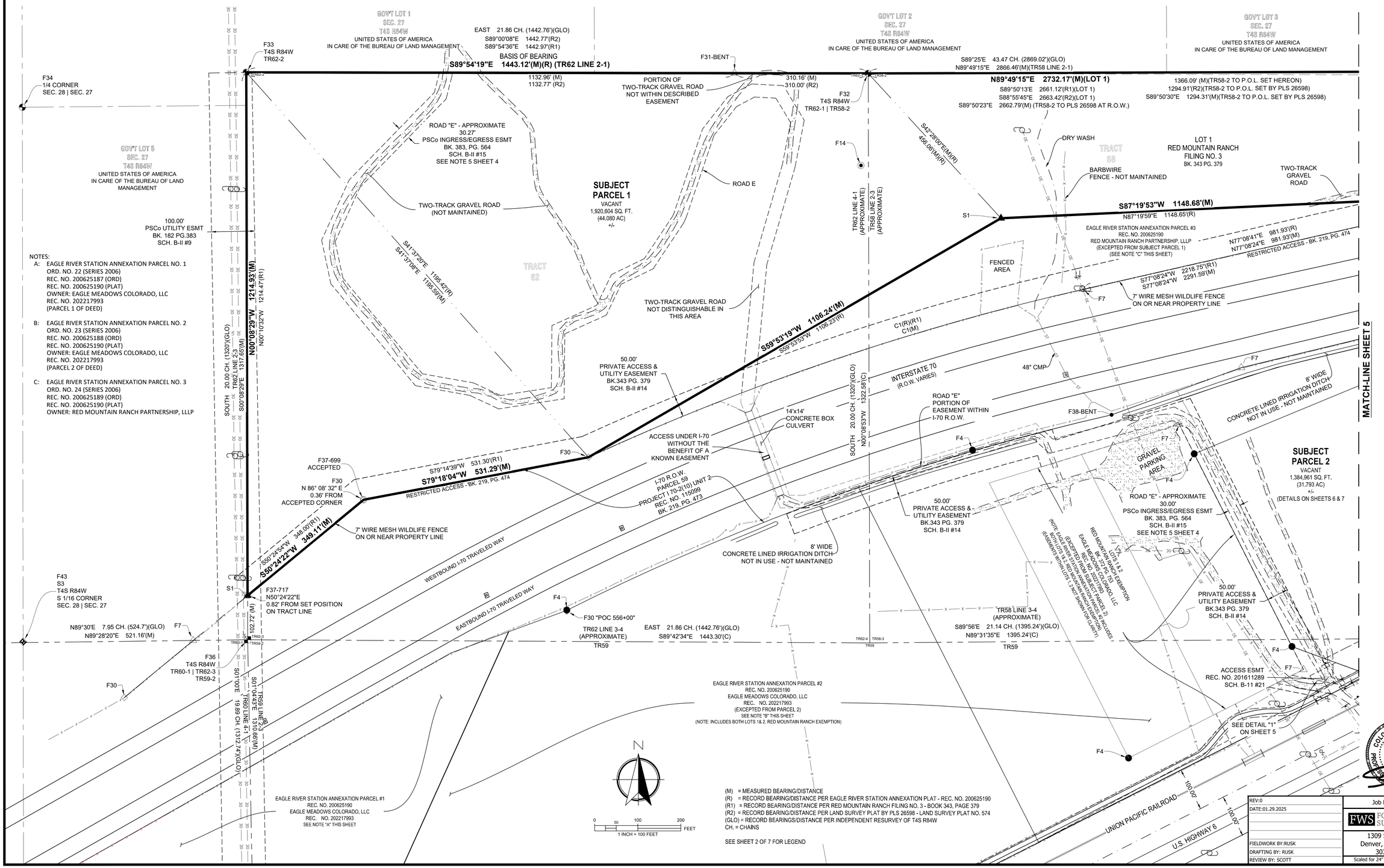
0 150 300 600 FEET
1 INCH = 300 FEET

REV:0	Job No.: 2022140
DATE:01.29.2025	FORESIGHT WEST SURVEYING INC.
	1309 S. Inca Street Denver, Colorado 80223 303.504.4440
FIELDWORK BY: RUSK	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	Scaled for 24" x 36" — Sheet: 3 of 7

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
DETAILS FOR PARCEL 1
SHEET 4 OF 7

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH. BEARING	CH. LENGTH
C1(M)	5879.57'	1213.70'	011°49'39"	S71°13'35"W	1211.55'
C1(R)(R1)	5879.57'	1213.70'	011°49'39"	S71°13'56"W	1211.55'



(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574
(GLO) = RECORD BEARINGS/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS

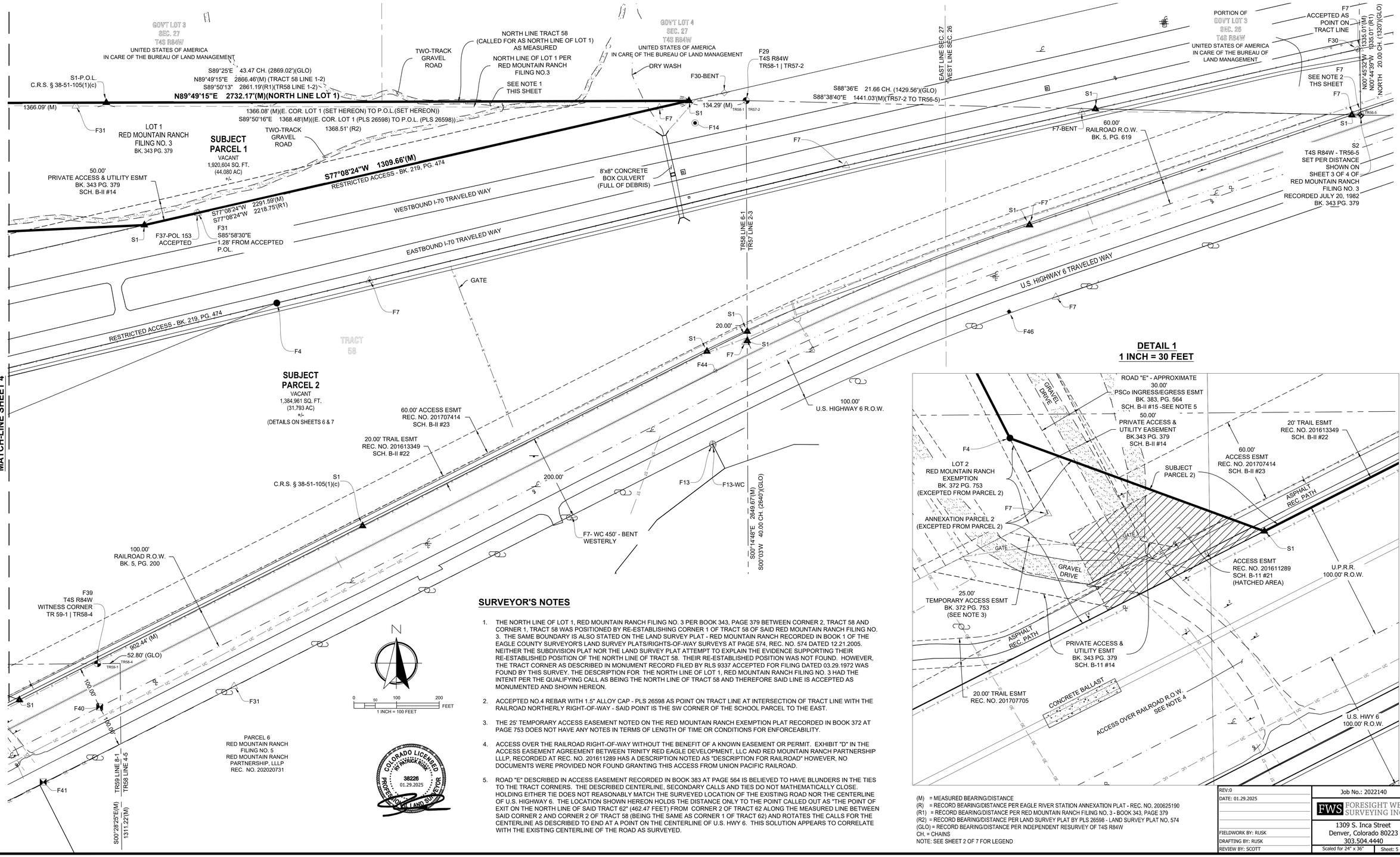
SEE SHEET 2 OF 7 FOR LEGEND

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR PATRICK RUSK 38226 01.29.2025

REV:0	Job No.: 2022140
DATE:01.29.2025	FORESIGHT WEST SURVEYING INC.
	1309 S. Inca Street Denver, Colorado 80223 303.504.4440
FIELDWORK BY:RUSK	
DRAFTING BY: RUSK	Scaled for 24" x 36"
REVIEW BY: SCOTT	Sheet: 4 of 7

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
DETAILS FOR PARCEL 1
SHEET 5 OF 7



DETAIL 1
1 INCH = 30 FEET

SURVEYOR'S NOTES

1. THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 PER BOOK 343, PAGE 379 BETWEEN CORNER 2, TRACT 58 AND CORNER 1, TRACT 58 WAS POSITIONED BY RE-ESTABLISHING CORNER 1 OF TRACT 58 OF SAID RED MOUNTAIN RANCH FILING NO. 3. THE SAME BOUNDARY IS ALSO STATED ON THE LAND SURVEY PLAT - RED MOUNTAIN RANCH RECORDED IN BOOK 1 OF THE EAGLE COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHTS-OF-WAY SURVEYS AT PAGE 574, REC. NO. 574 DATED 12.21.2005. NEITHER THE SUBDIVISION PLAT NOR THE LAND SURVEY PLAT ATTEMPT TO EXPLAIN THE EVIDENCE SUPPORTING THEIR RE-ESTABLISHED POSITION OF THE NORTH LINE OF TRACT 58. THEIR RE-ESTABLISHED POSITION WAS NOT FOUND. HOWEVER, THE TRACT CORNER AS DESCRIBED IN MONUMENT RECORD FILED BY RLS 9337 ACCEPTED FOR FILING DATED 03.29.1972 WAS FOUND BY THIS SURVEY. THE DESCRIPTION FOR THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 HAD THE INTENT PER THE QUALIFYING CALL AS BEING THE NORTH LINE OF TRACT 58 AND THEREFORE SAID LINE IS ACCEPTED AS MONUMENTED AND SHOWN HEREON.
2. ACCEPTED NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 AS POINT ON TRACT LINE AT INTERSECTION OF TRACT LINE WITH THE RAILROAD NORTHERLY RIGHT-OF-WAY - SAID POINT IS THE SW CORNER OF THE SCHOOL PARCEL TO THE EAST.
3. THE 25' TEMPORARY ACCESS EASEMENT NOTED ON THE RED MOUNTAIN RANCH EXEMPTION PLAT RECORDED IN BOOK 372 AT PAGE 753 DOES NOT HAVE ANY NOTES IN TERMS OF LENGTH OF TIME OR CONDITIONS FOR ENFORCEABILITY.
4. ACCESS OVER THE RAILROAD RIGHT-OF-WAY WITHOUT THE BENEFIT OF A KNOWN EASEMENT OR PERMIT. EXHIBIT "D" IN THE ACCESS EASEMENT AGREEMENT BETWEEN TRINITY RED EAGLE DEVELOPMENT, LLC AND RED MOUNTAIN RANCH PARTNERSHIP LLLP, RECORDED AT REC. NO. 201611289 HAS A DESCRIPTION NOTED AS "DESCRIPTION FOR RAILROAD" HOWEVER, NO DOCUMENTS WERE PROVIDED NOR FOUND GRANTING THIS ACCESS FROM UNION PACIFIC RAILROAD.
5. ROAD "E" DESCRIBED IN ACCESS EASEMENT RECORDED IN BOOK 383 AT PAGE 564 IS BELIEVED TO HAVE BLUNDERS IN THE TIES TO THE TRACT CORNERS. THE DESCRIBED CENTERLINE, SECONDARY CALLS AND TIES DO NOT MATHEMATICALLY CLOSE. HOLDING EITHER TIE DOES NOT REASONABLY MATCH THE SURVEYED LOCATION OF THE EXISTING ROAD NOR THE CENTERLINE OF U.S. HIGHWAY 6. THE LOCATION SHOWN HEREON HOLDS THE DISTANCE ONLY TO THE POINT CALLED OUT AS "THE POINT OF EXIT ON THE NORTH LINE OF SAID TRACT 62" (462.47 FEET) FROM CORNER 2 OF TRACT 62 ALONG THE MEASURED LINE BETWEEN SAID CORNER 2 AND CORNER 2 OF TRACT 58 (BEING THE SAME AS CORNER 1 OF TRACT 62) AND ROTATES THE CALLS FOR THE CENTERLINE AS DESCRIBED TO END AT A POINT ON THE CENTERLINE OF U.S. HWY 6. THIS SOLUTION APPEARS TO CORRELATE WITH THE EXISTING CENTERLINE OF THE ROAD AS SURVEYED.

(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574
(GLO) = RECORD BEARING/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS
NOTE: SEE SHEET 2 OF 7 FOR LEGEND

REV:0	Job No.: 2022140
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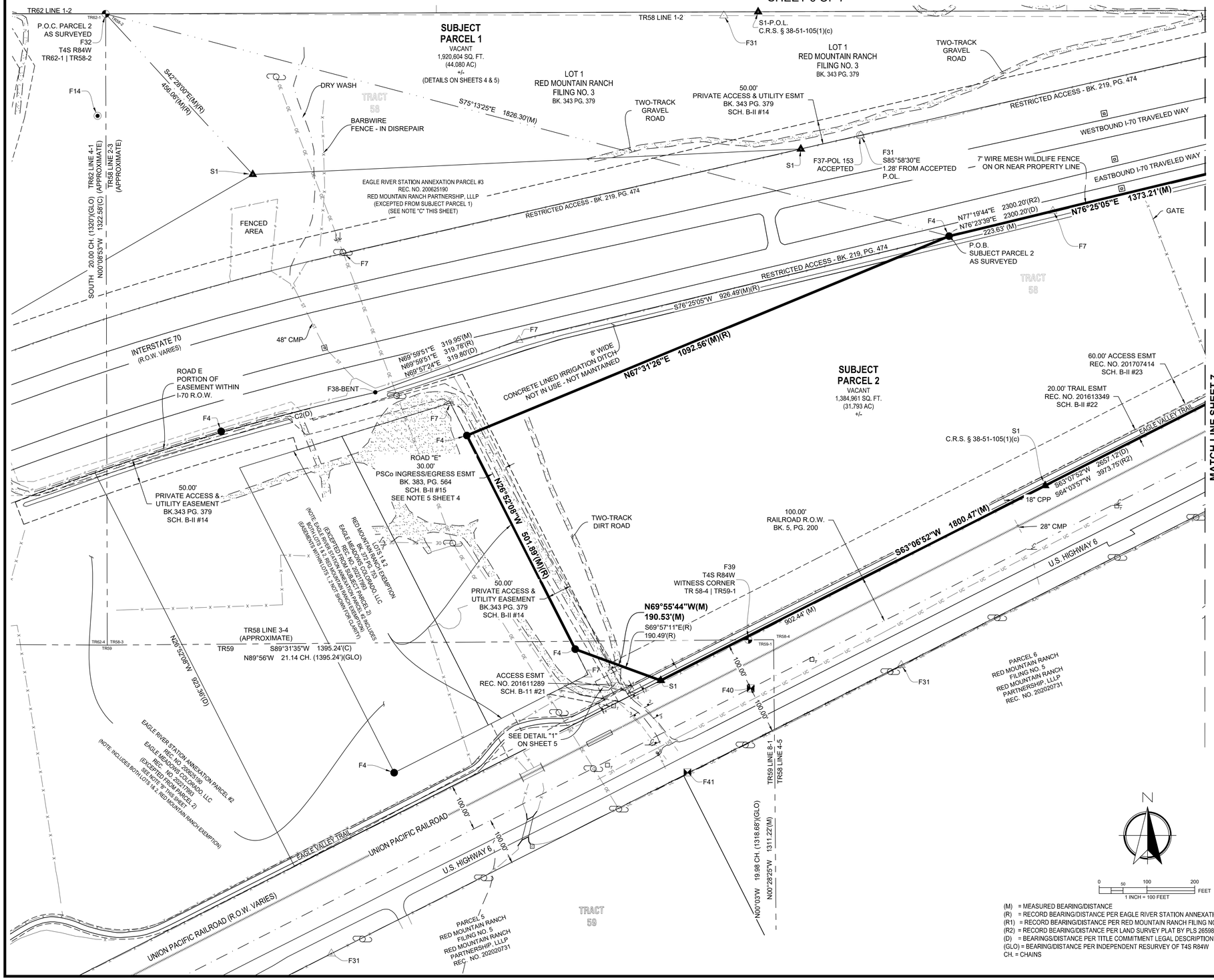
	Denver, Colorado 80223
FIELDWORK BY: RUSK	303.504.4440
DRAFTING BY: RUSK	Scaled for 24" x 36" — Sheet: 5 of 7
REVIEW BY: SCOTT	

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN COUNTY OF EAGLE, STATE OF COLORADO

DETAILS FOR PARCEL 2

SHEET 6 OF 7



NOTES:

A: EAGLE RIVER STATION ANNEXATION PARCEL NO. 1
ORD. NO. 22 (SERIES 2006)
REC. NO. 200625187 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 1 OF DEED)

B: EAGLE RIVER STATION ANNEXATION PARCEL NO. 2
ORD. NO. 23 (SERIES 2006)
REC. NO. 200625188 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 2 OF DEED)

C: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 24 (SERIES 2006)
REC. NO. 200625189 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: RED MOUNTAIN RANCH PARTNERSHIP, LLLP

LEGEND

- SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
- SET OR UPGRADED TRACT CORNER AS DESCRIBED HEREON
- FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
- FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
- FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
- FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
- FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
- FOUND NGS MONUMENT AS DESCRIBED HEREON
- FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON
- UTILITY POLE
- BURIED COMMUNICATIONS WARNING SIGN
- COMMUNICATIONS PEDESTAL
- DELINEATOR POST
- COMMUNICATIONS VAULT
- SIGN WITH METAL POST "PROPERTY OF THE D&R.G.W. R.R. CO. - PERSON ENTERING UPON OR CROSSING ARE TRESPASSERS
- SIGN WITH METAL POST " PROPERTY OF D & R. G. W. R. R. CO. - NO TRESPASSING"
- SIGN WITH WOOD POST "STOP" - "PRIVATE R.R. CROSSING - NO TRESPASSING - RIGHT TO PASS BY PERMISSION SUBJECT TO CONTROL OF OWNER"
- SIGN WITH WOOD POST "BIKE & PEDESTRIAN X-ING" - "YIELD"
- SIGN WITH WOOD POST "NO MOTOR VEHICLES"
- SIGN "15 MPH"
- ALIQUOT LINE
- TRACT LINE
- ADJOINER PROPERTY LINE
- UNION PACIFIC RAILROAD RIGHT-OF-WAY
- U.S. HIGHWAY 6 RIGHT-OF-WAY
- PROPERTY CORNER TIE
- PROPERTY BOUNDARY
- CENTER-LINE RAILROAD TRACKS
- EASEMENT
- BARBWIRE FENCE
- 7' WILDLIFE FENCE
- EDGE OF GRAVEL
- OVERHEAD ELECTRIC
- BURIED COMMUNICATIONS
- STORM CULVERT
- GUARDRAIL

RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
TRACT AND CORNER ABBREVIATION USED HEREON:
TR##-# = TRACT NUMBER - CORNER NUMBER DESIGNATION PER THE INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH P.M.

N

0 50 100 200 FEET
1 INCH = 100 FEET

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(GLO) = BEARING/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS

COLORADO LICENSED PATRICK RUSK PROFESSIONAL LAND SURVEYOR 38226 01.29.2025

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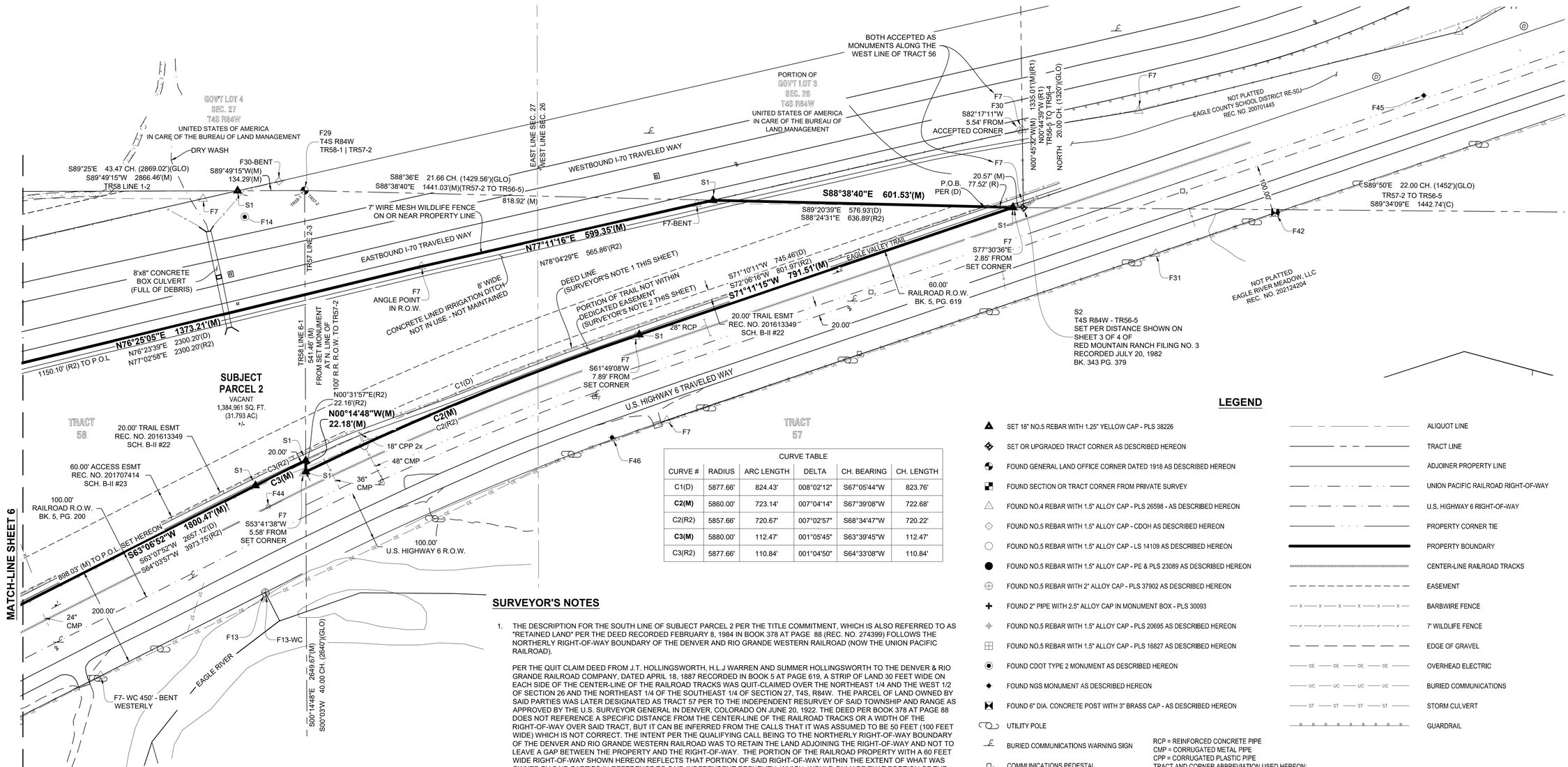
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	Scaled for 24" x 36" / Sheet: 6 of 7

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
DETAILS FOR PARCEL 2
SHEET 7 OF 7



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH. BEARING	CH. LENGTH
C1(D)	5877.66'	824.43'	008°02'12"	S67°05'44"W	823.76'
C2(M)	5860.00'	723.14'	007°04'14"	S67°39'08"W	722.68'
C2(R2)	5857.66'	720.67'	007°02'57"	S68°34'47"W	720.22'
C3(M)	5880.00'	112.47'	001°05'45"	S63°39'45"W	112.47'
C3(R2)	5877.66'	110.84'	001°04'50"	S64°33'08"W	110.84'

SURVEYOR'S NOTES

1. THE DESCRIPTION FOR THE SOUTH LINE OF SUBJECT PARCEL 2 PER THE TITLE COMMITMENT, WHICH IS ALSO REFERRED TO AS "RETAINED LAND" PER THE DEED RECORDED FEBRUARY 8, 1984 IN BOOK 378 AT PAGE 88 (REC. NO. 274399) FOLLOWS THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD (NOW THE UNION PACIFIC RAILROAD).

   PER THE QUIT CLAIM DEED FROM J.T. HOLLINGSWORTH, H.L.J WARREN AND SUMMER HOLLINGSWORTH TO THE DENVER & RIO GRANDE RAILROAD COMPANY, DATED APRIL 18, 1887 RECORDED IN BOOK 5 AT PAGE 619, A STRIP OF LAND 30 FEET WIDE ON EACH SIDE OF THE CENTER-LINE OF THE RAILROAD TRACKS WAS QUIT-CLAIMED OVER THE NORTHEAST 1/4 AND THE WEST 1/2 OF SECTION 26 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, T4S, R84W. THE PARCEL OF LAND OWNED BY SAID PARTIES WAS LATER DESIGNATED AS TRACT 57 PER TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. THE DEED PER BOOK 378 AT PAGE 88 DOES NOT REFERENCE A SPECIFIC DISTANCE FROM THE CENTER-LINE OF THE RAILROAD TRACKS OR A WIDTH OF THE RIGHT-OF-WAY OVER SAID TRACT, BUT IT CAN BE INFERRED FROM THE CALLS THAT IT WAS ASSUMED TO BE 50 FEET (100 FEET WIDE) WHICH IS NOT CORRECT. THE INTENT PER THE QUALIFYING CALL BEING TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD WAS TO RETAIN THE LAND ADJOINING THE RIGHT-OF-WAY AND NOT TO LEAVE A GAP BETWEEN THE PROPERTY AND THE RIGHT-OF-WAY. THE PORTION OF THE RAILROAD PROPERTY WITH A 60 FEET WIDE RIGHT-OF-WAY SHOWN HEREON REFLECTS THAT PORTION OF SAID RIGHT-OF-WAY WITHIN THE EXTENT OF WHAT WAS OWNED BY SAID PARTIES IN REFERENCE TO SAID INDEPENDENT RESURVEY. WHICH, WOULD ONLY BE THAT PORTION OF THE RAILROAD WITHIN SAID TRACT 57.

2. APPROXIMATELY 1360 FEET +/- OF THE EAGLE VALLEY TRAIL AS CONSTRUCTED IS LOCATED OUTSIDE OF THE DESCRIPTION FOR THE TRAIL EASEMENT AGREEMENT RECORDED AUGUST 24, 2016 UNDER RECEPTION NO. 201613349.

LEGEND

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- SET OR UPGRADED TRACT CORNER AS DESCRIBED HEREON
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COLORADO LICENSED
PROFESSIONAL LAND SURVEYOR
PATRICK RUSK
38226
01.29.2025

REV:0	Job No.: 2022140
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FIELDWORK BY: RUSK	Scaled for 24" x 36"
DRAFTING BY: RUSK	Sheet: 7 of 7
REVIEW BY: SCOTT	

Exhibit H - Annexation Maps

January 20, 2025

Peyton Heitzman, AICP
Community Development Director - Planner
Town of Eagle
200 Broadway
Eagle, CO 81631

RE: Annexation Plat Review – Eagle Meadows Annexation No. 1 and 2

Kipp Land Surveying has reviewed the above referenced Annexation Plat dated September 6, 2024 and April 4, 2023. I offer the following suggestions:

Annex 1 Sheet 1 of 3 dated 9-06-24

1) It's obvious a tremendous amount of work went into this survey so make sure that you update any monument records for this project with the State Board. You are setting and holding many PLSS corners and per State Statute, the monument records should be updated if not current or recorded if one does not exist.

   NOTED MONUMENT RECORDS FOR FOUND MONUMENTS WITH RECORDS THAT WERE VERIFIED TO BE THE SAME WITH THE SAME REFERENCE MARKS.

   CREATED 7 MONUMENT RECORDS FOR FOUND, SET OR "UPGRADED" MONUMENTS.

2) No notes appear and you should have several: Date of Survey, Purpose statement, Basis of Bearings, U.S. Survey feet used, title commitment and exceptions etc.

   NOTES ADDEDON SHEET 1 FOR BOTH ANNEXATION PLATS

3) I like the contiguous boundary note in the Certificate of Dedication and it clearly states that it meets the requirements for Annexation.

   OTHER COMMENTS REQUIRED MOVING THIS TO A GENERAL NOTE – OTHER THAN THAT, NO CHANGE BESIDES TOTALS FROM WORK DONE FOR ALTA IN DEC 2024/JAN 2025

4) Certificate dates need to be updated to 2025.

   DATES REVISED ON BOTH ANNEXATION PLATS

Annex 1 Sheet 2 of 3

5) You are showing several monuments that appear to be online with the annex parcel boundary. Are these monuments online or are they creating angle points for this parcel? All these monuments need to be tied to the boundary. Are you accepting all these monuments that you are showing?

   If so, you should call that out as monument being accepted, online or whatever. Label the monuments you are not accepting and why.

   REVISED WITH MORE DETAIL ON MONUMENTATION

6) Did you search AP 1, Tract 57 to determine the location of the AP 5, Tract 56 since you are setting it? I don't see how you came up with this location? If AP 1, Tract 57 was found then it should be shown and tied. The record bearings and distances for the PLSS lines should be shown along with your field measured.

   ADDED PLSS BEARINGS AND DISTANCES FOR ALL

   I WENT BACK AND FORTH ON CORNER 5, TRACT 56. AFTER REMEASURING EVERYTHING PER ALTA STANDERDS, TRYING GLO CALLS AND CDOT CALLS AND STATE HIGHWAY DEPARTMENT CALLS ON THEIR RESPECTIVE PLATS/PLANS IT WAS CONCLUDED THAT THE BEST LOCATION FOR SETTING THIS CORNER WAS AS CALLED FOR IN THE RED MOUNTAIN RANCH FILING NO.3 – THIS LOCATION DOES NOT DISTURB ANY EXISTING ADJOINING CALLS.

7) Missing North arrow and scale on this sheet only.

   ADDED BOTH

8) Text size should be .8 or larger. With a 150 scale that could be tough.

   CHANGED THE LAYOUT OF THE ANNEXATION PLAT – NOW HAS ONE OVERALL SHEET AND TWO SHEETS FOR EACH ANNEXATION PARCEL. OVERALL SHEET IS 1 TO 300 AND JUST SHOWS TIES AND BASIC INFORMATION TO GET TO THE PARCEL BEING ANNEXED. THE TWO DETAIL SHEETS HAVE BEEN CHANGED TO 1 TO 100 IN ORDER TO PROVIDE MORE CLARITY

9) All adjoiners should have recording information shown per state statute. Property to the west of annex 1 parcel has no lot or recording information shown.

   ADDED RECORDING INFORMATION WHERE NECESSARY

10) AP1 TR59 witness corner should be tied to the Annex Boundary.

   ADDED A TIE

11) Several corners appear to be double monumented since you are setting monuments (S1 and F1 being shown for same corner). Are you not accepting the monuments you found? If so you need to call that out and why.

   THIS HAS BEEN CLARIFIED. THE MAJORITY OF THE DOUBLE MONUMENTATION IS ALONG THE NORTH LINE OF TRACT 58/57. NOTES HAVE BEEN ADDED.

12) A detail for the L1 and C2 area would be helpful.

   AT 100 SCALE THIS IS MUCH CLEARER.

13) Not all of the annex boundary reflects both measured and platted bearings/ distances and both should be shown.

   ADDED

14) The northeast corner of the parcel has a leader with 37 pointing to the corner?? What is this?

CLARIFIED ON PLAT

Annex 1 Sheet 3 of 3

15) In Detail A, you show a distance of 1.36' to a found monument. It should be tied to the boundary and an explanation as to why you are not holding it. - REVISED
.
16) Easements are being shown but none of them are tied to the Annex Boundary or reflect any bearings and distances? They should be tied to the boundary and bearings and distances should be shown.

I've added some notes regarding the easements on both plats.

Annex 2 Sheet 1 of 3 dated 4-04-23

1) Monument records should be updated if not current or recorded if one does not exist.

   NOTED MONUMENT RECORDS FOR FOUND MONUMENTS WITH RECORDS THAT WERE VERIFIED TO BE THE SAME WITH THE SAME REFERENCE MARKS.

   CREATED 7 MONUMENT RECORDS FOR FOUND, SET OR "UPGRADED" MONUMENTS.

2) No notes appear and you should have several: Date of Survey, Purpose, Basis of Bearings, U.S. Survey feet used, title commitment and exceptions etc.

   NOTES ADDED ON SHEET 1 FOR BOTH ANNEXATION PLATS

3) This parcel meets the requirements for Annexation per the note included in the Certificate of Dedication.

4) Certificate dates need to be updated to 2025.

   UPDATED

Annex 2 Sheet 2 of 3

5) Both platted and field measured bearings and distance for both the boundary and PLSS lines should be shown. I don't see any GLO platted bearings and distances being shown..
   ADDED PLSS BEARINGS AND DISTANCES FOR ALL

6) You are showing several monuments that appear to be online with the annex parcel boundary. Are these monuments online or are they creating angle points for this parcel? All monuments need to be tied to the boundary if accepting them. Are you accepting all these monuments that you are showing? If so, you should call it out as monument being accepted, online or whatever. Label the monuments you are not accepting and why.
7) Text size should be .8 or larger. - REVISED
8) West adjoiner is missing, BLM? - REVISED
9) F1 – NOT ACCEPTED – SEE NOTE 1? Your Surveyor Note A: may be intended for this, not clear? - REVISED

Annex 2 Sheet 3 of 3

.

10) Easements are being shown but there is no way to tie them to this parcel?? No bearings or distances shown either.
    I've added some notes regarding the easements on both plats.

Thank you for the opportunity to review this plat.

Sincerely,

Randy Kipp, PLS
Kipp Land Surveying
P.O. Box 3154
Eagle, CO 81631
970-390-9540
rand@kipplandsurveying.com

ANNEXATION PLAT

EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP

WE, RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNERS OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY STREETS AND ALLEYS, TO-WIT:

PER TITLE COMMITMENT:

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:
1) S. 71°10'11" W. 745.46 FEET
2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
3) S. 63°07'52" W. 2657.12 FEET
THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:
1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
2) N. 69°57'24" E. 319.80 FEET
3) N. 76°23' 39" E. 2300.20 FEET
4) N. 77°08'24" E. 565.86 FEET
TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:

LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE SOUTH 75° 13' 25" EAST, A DISTANCE OF 1826.30 FEET TO THE MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1. NORTH 76° 25' 05" EAST, A DISTANCE OF 1373.21 FEET;
2. THENCE NORTH 77° 11' 16" EAST, A DISTANCE OF 599.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH 88° 38' 40" EAST, A DISTANCE OF 818.92 FEET FROM CORNER NO. 2 OF SAID TRACT 57, ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";
THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:
1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;
5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2, THE FOLLOWING THREE (3) COURSES:
1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS **EAGLE MEADOWS NO. 1 ANNEXATION TO THE TOWN OF EAGLE**, COUNTY OF EAGLE, STATE OF COLORADO.

EXECUTED THIS _____ DAY OF _____, 2025.

OWNER: RED MOUNTAIN RANCH PARTNERSHIP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
232 WEST MEADOW DRIVE
VAIL, COLORADO 81657

BY:_____
MERVYN LAPIN AS MANAGER

STATE OF COLORADO)
) SS
COUNTY OF EAGLE)

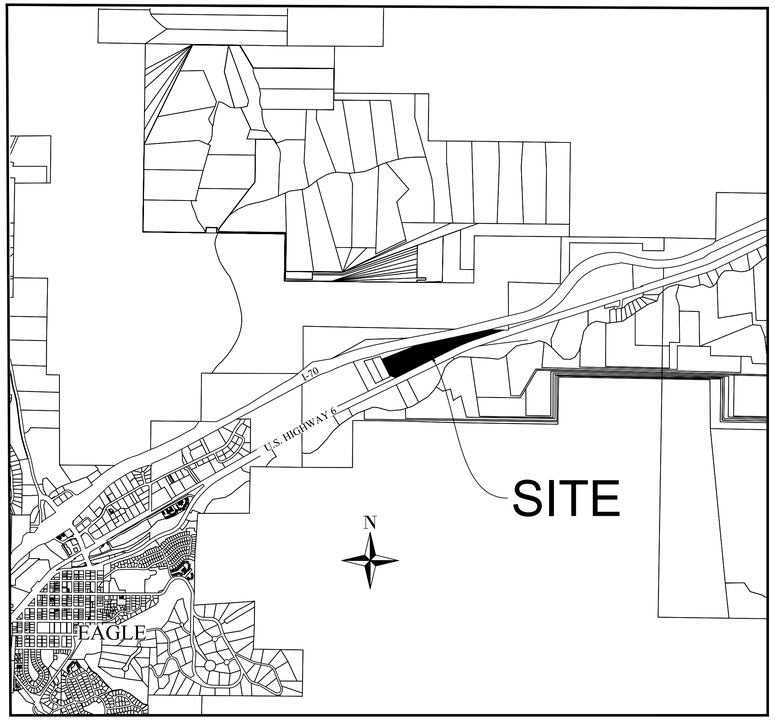
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY MERVYN LAPIN, AS MANAGER AND AUTHORIZED REPRESENTATIVE FOR RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

VICINITY MAP



1 INCH = 2000 FEET

SURVEYOR'S CERTIFICATE

I, RY P. RUSK, A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT NO LESS THAN ONE-SIXTH (⅙) OF THE PERIMETER OF THE AREA AS SHOWN HEREON IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF EAGLE, COLORADO. I FURTHER CERTIFY THAT THE EXTERNAL BOUNDARIES OF THE PROPERTY SHOWN ON THIS PLAT HAVE BEEN MONUMENTED ON THE GROUND IN ACCORDANCE WITH SECTION 4.5.010(G) OF THE EAGLE MUNICIPAL CODE.

EXECUTED THIS _____ DAY OF _____,2025.

PRELIMINARY

RY. P. RUSK, PLS 38226
FOR AND ON BEHALF OF FORESIGHT WEST SURVEYING, INC.
1309 S. INCA STREET
DENVER, COLORADO 80223
(303)-503-4440

TITLE CERTIFICATE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT OF LAND TITLE GUARANTY COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN THE PARCEL DESCRIBED HEREON, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUBRANCES, EXCEPT AS FOLLOWS:

_____
_____
_____
_____
_____
_____

EXECUTED THIS _____ DAY OF _____,2025.

_____
TITLE EXAMINER

GENERAL NOTES

1. STATUTE OF LIMITATIONS DISCLOSURE REQUIRED PER 13-80-105, C.R.S.: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. PRESERVATION OF BOUNDARY MONUMENTATION: ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES:
   A) ANY PUBLIC LAND SURVEY MONUMENT (DEFINED BY 38-53-103(18), C.R.S. AS ANY LAND BOUNDARY MONUMENT ESTABLISHED ON THE GROUND BY A CADASTRAL SURVEY OF THE UNITED STATES GOVERNMENT AND ANY MINERAL SURVEY MONUMENT ESTABLISHED BY A UNITED STATES MINERAL SURVEYOR AND MADE A PART OF THE UNITED STATES PUBLIC LAND RECORDS), OR
   B) ANY LAND SURVEY CORNER (DEFINED BY 38-53-103(6), C.R.S. AS ANY LAND SURVEY CORNER THE POSITION OF WHICH CONTROLS THE LOCATION OF THE BOUNDARIES OF A TRACT OR PARCEL OF LAND), OR A RESTORATION OF ANY SUCH MONUMENT,
   EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR PUNISHABLE BY A FINE OF UP TO $1,000 AND/OR 1 YEAR IN JAIL UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S. (REFERENCE: 18-4-508, C.R.S.)
4. OIL, GAS, COAL, MINERAL, WATER, DITCH, RESERVOIR, GEOTHERMAL, AVIGATION, GRAZING OR OTHER RIGHTS, AS WELL AS DEVELOPMENT, ZONING, LEASE, FIRE DISTRICT OR OTHER RESTRICTIONS, BOTH RECORDED AND UNRECORDED, MAY AFFECT THIS PROPERTY AND NOT BE PLOTTABLE GRAPHICALLY HEREON.
5. ALL USERS OF THIS SURVEY ARE HEREBY NOTIFIED THAT THIS SURVEY IN NO WAY CONSTITUTES A TITLE SEARCH BY FORESIGHT WEST SURVEYING INC. FOR DETERMINATION OF (A)RIGHT TO TITLE, (B)CHAIN OF TITLE/ABSTRACT, (C)THE HISTORICAL COMPATIBILITY OF ALL DESCRIPTIONS OF THIS PROPERTY WITH ALL DESCRIPTIONS OF ADJOINING PROPERTIES AND (D)EASEMENTS, RIGHTS-OF-WAY AND OTHER INSTRUMENTS OF RECORD THAT MAY IMPACT TITLE TO THIS PROPERTY. ADDITIONALLY, UNWRITTEN RIGHTS TO THIS PROPERTY MAY EXIST WHICH ARE UNKNOWN TO THIS FIRM.
6. FOR ALL INFORMATION REGARDING RIGHT TO TITLE AND EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE BURDENS AFFECTING SUCH RIGHT TO TITLE TO THIS PROPERTY, FORESIGHT WEST SURVEYING INC. RELIED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT FOR LAND TITLE GUARANTEE COMPANY, ORDER NUMBER V50070563, WITH AN EFFECTIVE DATE OF NOVEMBER 11, 2023.
7. BEARINGS ARE BASED UPON THE NORTH LINE OF TRACT 62 BETWEEN CORNER NO.2, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" AND TRACT 62 CORNER NO. 1, THE SAME BEING CORNER NO. 2 OF TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", AND IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190
   ASSUMED BEARING S89° 54' 19" E PER ABOVE
   GRID BEARING - S88° 59' 57" E (COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 - CENTRAL ZONE) PER POST PROCESSED STATIC GNSS TIES TO NGS SHIELDS
8. STATEMENT OF LINEAL UNITS REQUIRED PER 38-51-106(1)(L), C.R.S.: LINEAL UNIT OF MEASURE USED IN THIS SURVEY IS U.S. SURVEY FOOT.
9. ALL FOUND AND SET MONUMENTS ARE FAIRLY CLOSE TO GROUND SURFACE UNLESS NOTED OTHERWISE.
10. ANY MONUMENTS SHOWN HEREON THAT ARE NOT DIMENSIONED TO THE BOUNDARY RETRACED IN THIS SURVEY WERE NOT USED AS CONTROL CORNERS AND ARE SHOWN ONLY AS A COURTESY TO OTHER SURVEYORS.
11. THE BOUNDARY LINES SHOWN ON THIS SURVEY REPRESENT A PROFESSIONAL OPINION BY THIS SURVEYOR AS TO WHERE THE BOUNDARY LINES HEREBY RETRACED WERE ORIGINALLY LAID OUT ON THE GROUND AND SUBSEQUENTLY ACCEPTED BY THE AFFECTED LAND OWNERS. THE DISCOVERY OF ADDITIONAL EVIDENCE MAY RESULT IN A DIFFERENT OPINION.
12. MEASURED DIMENSIONS SHOWN HEREON REFLECT THE RESULTS OF A LEAST SQUARES ADJUSTMENT OF THE FIELD MEASUREMENTS.
13. MEASURED VALUES SHOWN HEREON REFLECT THE FIELD MEASUREMENTS BETWEEN MONUMENTS FOUND OR SET AS OBSERVED DURING THIS SURVEY. MONUMENTS SET BY OTHERS REPRESENT A GOOD-FAITH EFFORT TO MARK PREVIOUSLY CREATED TITLE LINES ON THE GROUND. NO TITLE GAPS OR OVERLAPS ARE CREATED BY MINOR DISCREPANCIES IN THE PLACEMENT AND REPLACEMENT OF THOSE MONUMENTS, DUE TO THE IMPERFECT SCIENCE OF MEASUREMENT, AND DO NOT ALTER THE TITLE LINES OR CHANGE OWNERSHIP RIGHTS. THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL PRECISION FOR AN ALTA/NSPS LAND TITLE SURVEY IS 2 CM (0.07 FEET) PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED).
14. FIELDWORK WAS COMPLETED JANUARY 25, 2025
15. THE DESCRIBED PARCEL OF LAND HAS A PERIMETER OF 7808.84 FEET, OF WHICH 3506.43 FEET (44.9%) IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF EAGLE.

TOWN COUNCIL CERTIFICATE

THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, BY RESOLUTION NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____ 2025, FOUND AND DETERMINED THAT ANNEXATION OF THE PROPERTY DESIGNATED HEREIN COMPLIES WITH THE REQUIREMENTS CONTAINED IN ARTICLE 12, TITLE 31, C.R.S., AS AMENDED, AND THAT SAID PROPERTY IS ELIGIBLE FOR ANNEXATION TO THE TOWN OF EAGLE.

THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, BY ORDINANCE NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2025, DID ANNEX THE PROPERTY HEREIN DESCRIBED TO THE TOWN OF EAGLE, COLORADO.

_____
SCOTT TURNIPSEED - MAYOR

ATTEST:

_____
TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT _____ O'CLOCK __.M., ON THIS _____ DAY OF _____, 2025, AND IS DULY RECORDED AS RECEPTION NO. _____.

EAGLE COUNTY CLERK AND RECORDER

REGINA O'BRIEN

BY:_____
DEPUTY

REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, JAN. 2025	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FWS FORESIGHT WEST SURVEYING INC.

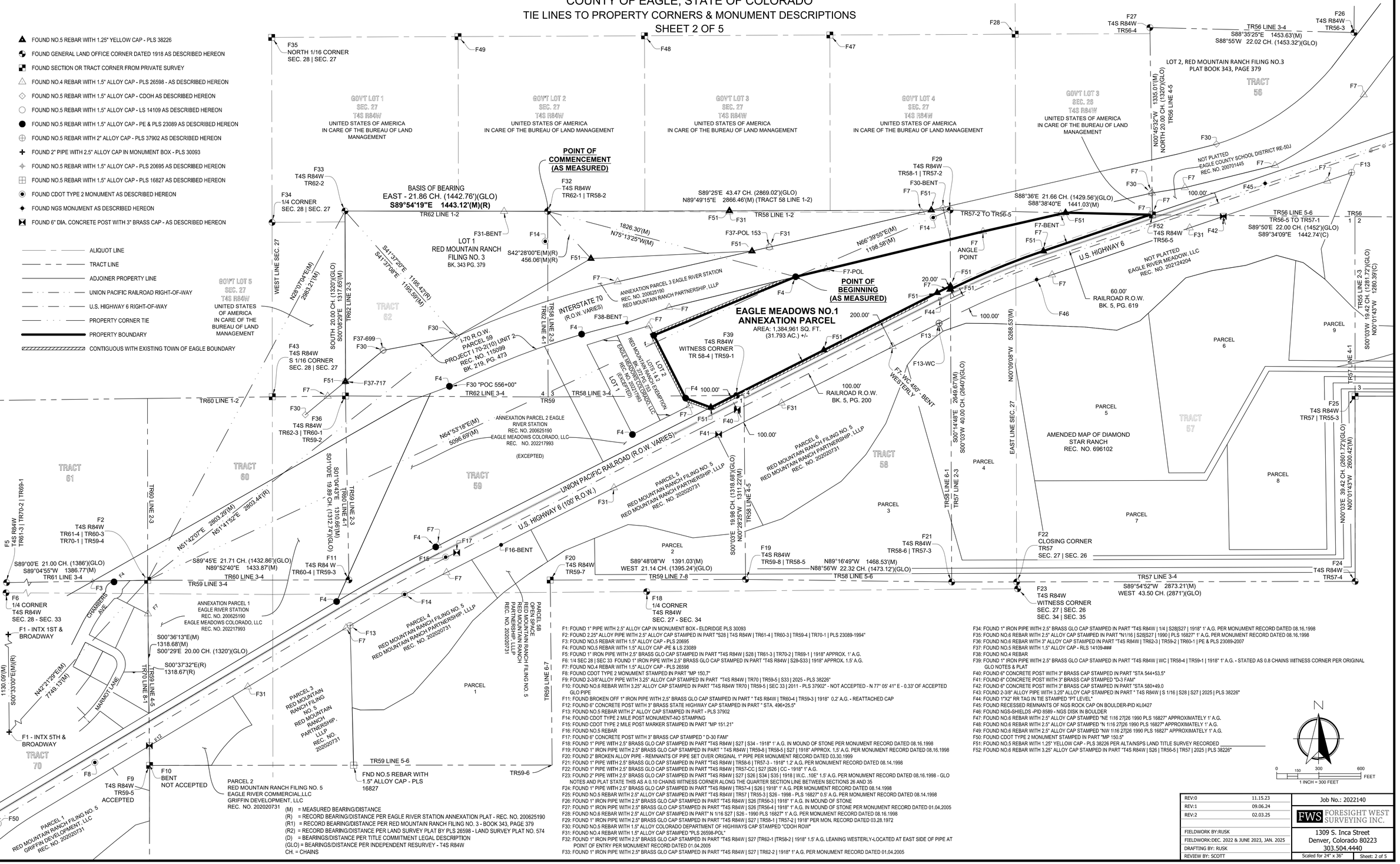
1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 1 of 5

ANNEXATION PLAT

EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
TIE LINES TO PROPERTY CORNERS & MONUMENT DESCRIPTIONS
SHEET 2 OF 5


FOUND NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
FOUND NGS MONUMENT AS DESCRIBED HEREON
FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON
ALIQUOT LINE
TRACT LINE
ADJOINER PROPERTY LINE
UNION PACIFIC RAILROAD RIGHT-OF-WAY
U.S. HIGHWAY 6 RIGHT-OF-WAY
PROPERTY CORNER TIE
PROPERTY BOUNDARY
CONTIGUOUS WITH EXISTING TOWN OF EAGLE BOUNDARY
F35 NORTH 1/16 CORNER SEC. 28 | SEC. 27
F49
F48
F47
F28
F27 T4S R84W TR56-4
F26 T4S R84W TR56-3
TR56 LINE 3-4 S88°35'25"E 1453.63'(M) S88°55'W 22.02 CH. (1453.32')(GLO)
LOT 2, RED MOUNTAIN RANCH FILING NO.3 PLAT BOOK 343, PAGE 379
TRACT 56
GOV'T LOT 1 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 2 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 3 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 4 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 3 SEC. 26 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
N00°45'32"W 1335.01'(M) NORTH 20.00 CH. (1320')(GLO) TR56 LINE 4-5
NOT PLATTED EAGLE COUNTY SCHOOL DISTRICT RE-50J REC. NO. 200701445
100.00'
POINT OF COMMENCEMENT (AS MEASURED)
BASIS OF BEARING EAST - 21.86 CH. (1442.76')(GLO) S89°54'19"E 1443.12'(M)(R)
TR62 LINE 1-2
F32 T4S R84W TR62-1 | TR58-2
S89°25'E 43.47 CH. (2869.02')(GLO) N89°49'15"E 2866.46'(M) (TRACT 58 LINE 1-2)
TR58 LINE 1-2
F33 T4S R84W TR62-2
F34 1/4 CORNER SEC. 28 | SEC. 27
F31-BENT
F14
S42°28'00"E(M)(R) 456.06'(M)(R)
LOT 1 RED MOUNTAIN RANCH FILING NO. 3 BK. 343 PG. 379
1826.30'(M) N75°13'25"W(M)
F37-POL 153
F29 T4S R84W TR58-1 | TR57-2
F30-BENT
S88°36'E 21.66 CH. (1429.56')(GLO) S88°38'40"E 1441.03'(M)
TR57-2 TO TR56-5
F7-BENT
F52 T4S R84W TR56-5
F42
TR56 LINE 5-6 TR56-5 TO TR57-1 S89°50'E 22.00 CH. (1452')(GLO) S89°34'09"E 1442.74'(C)
TR56 1 2
F45
F13
F46
F7 ANGLE POINT
U.S. HIGHWAY 6
NOT PLATTED EAGLE RIVER MEADOW, LLC REC. NO. 202124204
60.00' RAILROAD R.O.W. BK. 5, PG. 619
WEST LINE SEC. 27
N28°07'04"E(M) 2883.21'(M)
S41°37'20"E 1185.42'(R) S41°37'08"E 1185.59'(M)
SOUTH 20.00 CH. (1320')(GLO) S00°08'29"E 1317.65'(M)
TR62 LINE 2-3
GOV'T LOT 5 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
TRACT 62
ANNEXATION PARCEL 3 EAGLE RIVER STATION REC. NO. 200625190 RED MOUNTAIN RANCH PARTNERSHIP, LLLP
POINT OF BEGINNING (AS MEASURED)
F7-POL
N66°39'55"E(M) 1198.58'(M)
EAGLE MEADOWS NO.1 ANNEXATION PARCEL
AREA: 1,384,961 SQ. FT. (31.793 AC.) +/-
INTERSTATE 70 (R.O.W. VARIES)
I-70 R.O.W. PARCEL 59 PROJECT I 70-2(110) UNIT 2 REC. NO. 115099 BK. 219, PG. 473
TR58 LINE 2-3
TR62 LINE 4-1
F38-BENT
F39 T4S R84W WITNESS CORNER TR 58-4 | TR59-1
200.00'
100.00'
F44
F13-WC
F7 WC 450' WESTERLY - BENT
F43 T4S R84W S 1/16 CORNER SEC. 28 | SEC. 27
F37-699
F37-717
F30 "POC 556+00" TR62 LINE 3-4
TR58 LINE 3-4
TR59
TR60 LINE 1-2
F36 T4S R84W TR62-3 | TR60-1 TR59-2
N64°53'18"E(M) 5096.69'(M)
ANNEXATION PARCEL 2 EAGLE RIVER STATION REC. NO. 200625190 EAGLE MEADOWS COLORADO, LLC REC. NO. 202217993 (EXCEPTED)
RED MOUNTAIN RANCH FILING NO. 5 BK. 379 PG. 754 EXEMPTION EAGLE MEADOWS COLORADO, LLC REC. NO. 202217993 (EXCEPTED)
LOT 1
LOT 2
100.00'
F40
F41
100.00' RAILROAD R.O.W. BK. 5, PG. 200
PARCEL 6 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
TRACT 58
PARCEL 4
PARCEL 9
PARCEL 6
PARCEL 5
AMENDED MAP OF DIAMOND STAR RANCH REC. NO. 696102
TRACT 57
PARCEL 8
PARCEL 7
PARCEL 3
PARCEL 2
PARCEL 1
N00°09'08"W 5268.53'(M)
S00°03'W 2649.67'(M)
S00°14'48"E S00°03'W 40.00 CH. (2640')(GLO)
EAST LINE SEC. 27
TR58 LINE 6-1 TR57 LINE 2-3
TR57 LINE 4-1
TR55 LINE 2-3 S00°00'W 19.42 CH. (1281.72')(GLO) N00°01'43"W 1280.39'(C)
F25 T4S R84W TR57 | TR55-3
N00°03'E 39.42 CH. (2601.72')(GLO) N00°01'43"W 2600.42'(M)
TRACT 61
TRACT 60
TRACT 59
TRACT 70
N64°53'18"E(M) 5096.69'(M)
S01°10'E 19.89 CH. (1312.74')(GLO)
S01°04'43"E 1310.66'(M)
TR60 LINE 2-3
TR59 LINE 2-3
TR60 LINE 4-1
TR59 LINE 4-1
UNION PACIFIC RAILROAD (R.O.W. VARIES)
U.S. HIGHWAY 6 (100' R.O.W.)
N51°42'07"E 2803.29'(M) N51°41'52"E 2803.44'(R)
F5 T4S R84W TR61-3 | TR70-2 | TR69-1
F2 T4S R84W TR61-4 | TR60-3 TR70-1 | TR59-4
S89°00'E 21.00 CH. (1386')(GLO) S89°04'55"W 1386.77'(M)
TR61 LINE 3-4
S89°45'E 21.71 CH. (1432.86')(GLO) N89°52'40"E 1433.87'(M)
TR60 LINE 3-4
TR59 LINE 3-4
F11 T4S R84 W TR60-4 | TR59-3
F16-BENT
F17
F15
F19 T4S R84W TR59-8 | TR58-5
S89°48'08"W 1391.03'(M) WEST 21.14 CH. (1395.24')(GLO)
TR59 LINE 7-8
S00°03'E 19.98 CH. (1318.68')(GLO) N00°28'25"W 1317.22'(M)
TR58 LINE 4-5
N89°16'49"W 1468.53'(M) N88°56'W 22.32 CH. (1473.12')(GLO)
TR58 LINE 5-6
F21 T4S R84W TR58-6 | TR57-3
F22 CLOSING CORNER TR57 SEC. 27 | SEC. 26
F23 T4S R84W WITNESS CORNER SEC. 27 | SEC. 26 SEC. 34 | SEC. 35
TR57 LINE 3-4 S89°54'52"W 2873.21'(M) WEST 43.50 CH. (287')(GLO)
F24 T4S R84W TR57-4
F5 T4S R84W TR61-3 | TR70-2 | TR69-1
F6 1/4 CORNER T4S R84W SEC. 28 - SEC. 33
F1 - INTX 1ST & BROADWAY
F1 - INTX 5TH & BROADWAY
CHAMBERS AVE
MARRIOTT LANE
S00°36'13"E(M) 1318.68'(M) S00°29'E 20.00 CH. (1320')(GLO)
S00°37'32"E(R) 1318.67'(R)
1130.09'(M) S00°33'00"E(M)(R)
N42°21'29"E(M) 1749.13'(M)
TR70 LINE 6-1
TR59 LINE 4-5
F8
F9 T4S R84W TR59-5 ACCEPTED
F10 BENT NOT ACCEPTED
F50
PARCEL 1 RED MOUNTAIN RANCH FILING NO. 5 GRIFFIN DEVELOPMENT, LLC REC. NO. 202020731
PARCEL 2 RED MOUNTAIN RANCH FILING NO. 5 EAGLE RIVER COMMERCIAL,LLC GRIFFIN DEVELOPMENT, LLC REC. NO. 202020731
ANNEXATION PARCEL 1 EAGLE RIVER STATION REC. NO. 200625190 EAGLE MEADOWS COLORADO, LLC REC. NO. 202217993
PARCEL 3 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
PARCEL 4 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
PARCEL 5B RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
PARCEL 5 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
F20 T4S R84W TR59-7
F18 1/4 CORNER T4S R84W SEC. 27 - SEC. 34
TR59 LINE 5-6
FND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827
TR59-6
TR59 LINE 6-7
F12
F7
F4
F3
F30
F31
F13
F14
F51
F54
F55
F56
F57
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F93

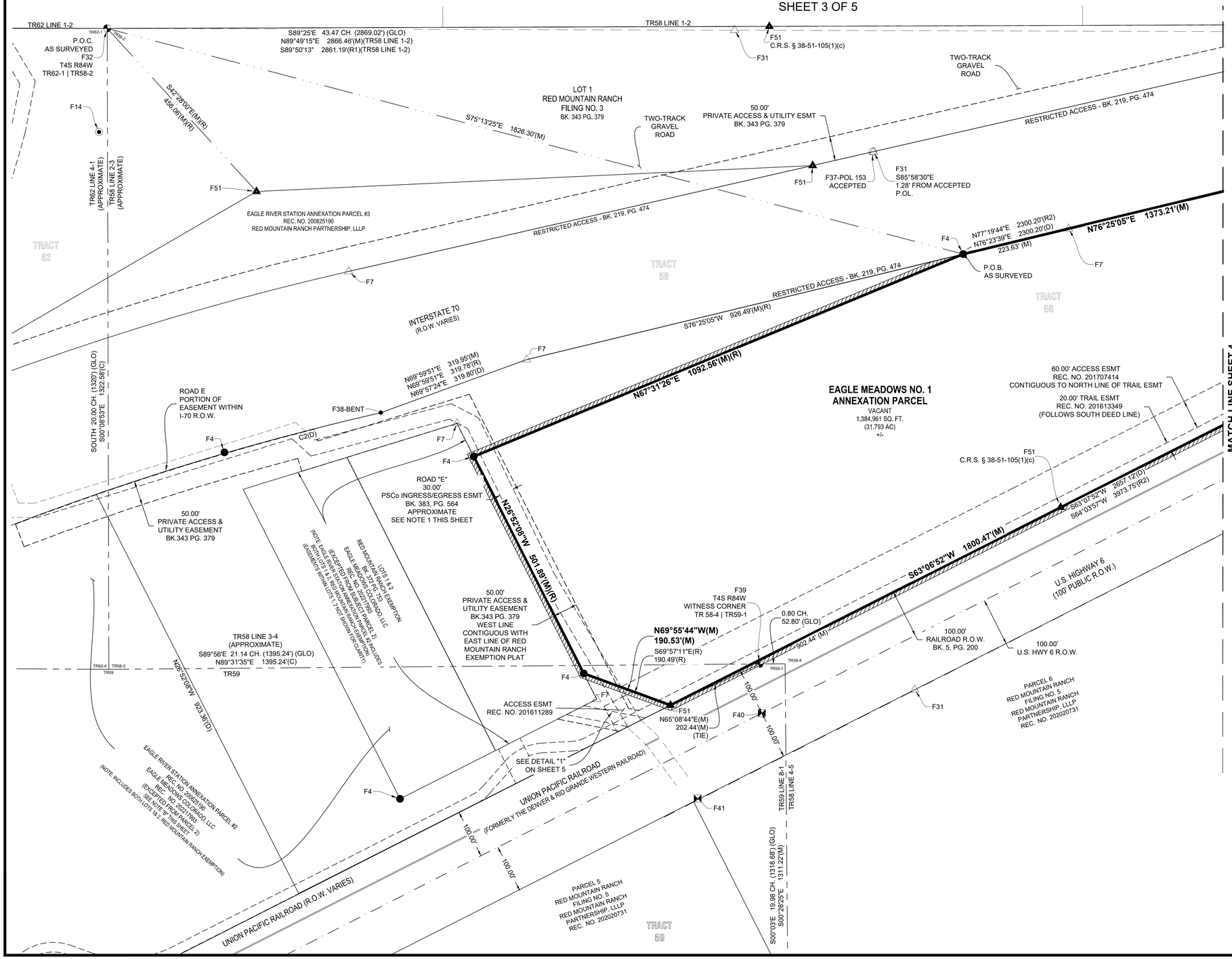
ANNEXATION PLAT

EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
DETAILS
SHEET 3 OF 5

SURVEYOR'S NOTES

1. ROAD "E" DESCRIBED IN ACCESS EASEMENT RECORDED IN BOOK 383 AT PAGE 564 IS BELIEVED TO HAVE BLUNDERS IN THE TIES TO THE TRACT CORNERS. THE DESCRIBED CENTERLINE, SECONDARY CALLS AND TIES DO NOT MATHEMATICALLY CLOSE. HOLDING EITHER TIE DOES NOT REASONABLY MATCH THE SURVEYED LOCATION OF THE EXISTING ROAD NOR THE CENTERLINE OF U.S. HIGHWAY 6. THE LOCATION SHOWN HEREON HOLDS THE DISTANCE ONLY TO THE POINT CALLED OUT AS "THE POINT OF EXIT ON THE NORTH LINE OF SAID TRACT 62" (462.47 FEET) FROM CORNER 2 OF TRACT 62 ALONG THE MEASURED LINE BETWEEN SAID CORNER 2 AND CORNER 2 OF TRACT 58 (BEING THE SAME AS CORNER 1 OF TRACT 62) AND ROTATES THE CALLS FOR THE CENTERLINE AS DESCRIBED TO END AT A POINT ON THE CENTERLINE OF U.S. HWY 6. THIS SOLUTION APPEARS TO CORRELATE WITH THE EXISTING CENTERLINE OF THE ROAD AS SURVEYED.



LEGEND

- FOUND NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
- FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
- FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
- FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
- FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
- FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
- FOUND NGS MONUMENT AS DESCRIBED HEREON
- FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON
- ALIQUOT LINE
- TRACT LINE
- ADJOINER PROPERTY LINE
- UNION PACIFIC RAILROAD RIGHT-OF-WAY
- U.S. HIGHWAY 6 RIGHT-OF-WAY
- PROPERTY CORNER TIE
- PROPERTY BOUNDARY
- CENTER-LINE RAILROAD TRACKS
- EASEMENT
- CONTIGUOUS BOUNDARY WITH EXISTING TOWN OF EAGLE BOUNDARY

(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574 (PARCEL 2 OF SAID PLAT)
(D) = BEARINGS/DISTANCE PER TITLE COMMITMENT LEGAL DESCRIPTION
(GLO) = BEARINGS/DISTANCE PER INDEPENDENT RESURVEY T4S R84W OF THE 6TH P.M. (1922)
CH. = CHAINS

TRACT AND CORNER ABBREVIATION USED HEREON:
TR##-# = TRACT NUMBER - CORNER NUMBER DESIGNATION PER THE INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH P.M.

N

0 50 100 200 FEET
1 INCH = 100 FEET

REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, JAN. 2025	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

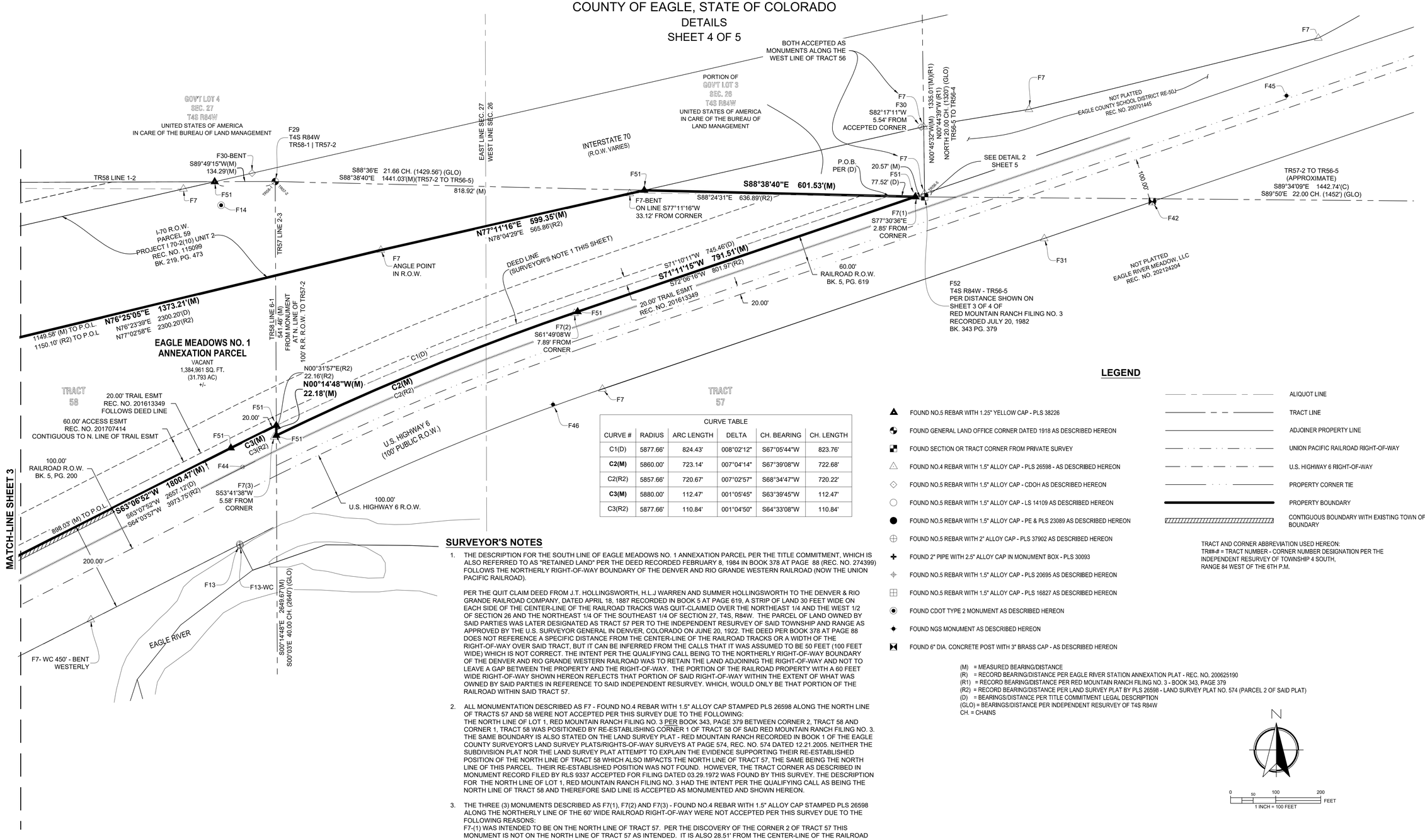
FORESIGHT WEST SURVEYING INC.
1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 3 of 5

ANNEXATION PLAT

EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
DETAILS
SHEET 4 OF 5



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH. BEARING	CH. LENGTH
C1(D)	5877.66'	824.43'	008°02'12"	S67°05'44"W	823.76'
C2(M)	5860.00'	723.14'	007°04'14"	S67°39'08"W	722.68'
C2(R2)	5857.66'	720.67'	007°02'57"	S68°34'47"W	720.22'
C3(M)	5880.00'	112.47'	001°05'45"	S63°39'45"W	112.47'
C3(R2)	5877.66'	110.84'	001°04'50"	S64°33'08"W	110.84'

SURVEYOR'S NOTES

1. THE DESCRIPTION FOR THE SOUTH LINE OF EAGLE MEADOWS NO. 1 ANNEXATION PARCEL PER THE TITLE COMMITMENT, WHICH IS ALSO REFERRED TO AS "RETAINED LAND" PER THE DEED RECORDED FEBRUARY 8, 1984 IN BOOK 378 AT PAGE 88 (REC. NO. 274399) FOLLOWS THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD (NOW THE UNION PACIFIC RAILROAD).

   PER THE QUIT CLAIM DEED FROM J.T. HOLLINGSWORTH, H.L.J WARREN AND SUMMER HOLLINGSWORTH TO THE DENVER & RIO GRANDE RAILROAD COMPANY, DATED APRIL 18, 1887 RECORDED IN BOOK 5 AT PAGE 619, A STRIP OF LAND 30 FEET WIDE ON EACH SIDE OF THE CENTER-LINE OF THE RAILROAD TRACKS WAS QUIT-CLAIMED OVER THE NORTHEAST 1/4 AND THE WEST 1/2 OF SECTION 26 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, T4S, R84W. THE PARCEL OF LAND OWNED BY SAID PARTIES WAS LATER DESIGNATED AS TRACT 57 PER TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. THE DEED PER BOOK 378 AT PAGE 88 DOES NOT REFERENCE A SPECIFIC DISTANCE FROM THE CENTER-LINE OF THE RAILROAD TRACKS OR A WIDTH OF THE RIGHT-OF-WAY OVER SAID TRACT, BUT IT CAN BE INFERRED FROM THE CALLS THAT IT WAS ASSUMED TO BE 50 FEET (100 FEET WIDE) WHICH IS NOT CORRECT. THE INTENT PER THE QUALIFYING CALL BEING TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD WAS TO RETAIN THE LAND ADJOINING THE RIGHT-OF-WAY AND NOT TO LEAVE A GAP BETWEEN THE PROPERTY AND THE RIGHT-OF-WAY. THE PORTION OF THE RAILROAD PROPERTY WITH A 60 FEET WIDE RIGHT-OF-WAY SHOWN HEREON REFLECTS THAT PORTION OF SAID RIGHT-OF-WAY WITHIN THE EXTENT OF WHAT WAS OWNED BY SAID PARTIES IN REFERENCE TO SAID INDEPENDENT RESURVEY. WHICH, WOULD ONLY BE THAT PORTION OF THE RAILROAD WITHIN SAID TRACT 57.

2. ALL MONUMENTATION DESCRIBED AS F7 - FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED PLS 26598 ALONG THE NORTH LINE OF TRACTS 57 AND 58 WERE NOT ACCEPTED PER THIS SURVEY DUE TO THE FOLLOWING:
   THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 PER BOOK 343, PAGE 379 BETWEEN CORNER 2, TRACT 58 AND CORNER 1, TRACT 58 WAS POSITIONED BY RE-ESTABLISHING CORNER 1 OF TRACT 58 OF SAID RED MOUNTAIN RANCH FILING NO. 3. THE SAME BOUNDARY IS ALSO STATED ON THE LAND SURVEY PLAT - RED MOUNTAIN RANCH RECORDED IN BOOK 1 OF THE EAGLE COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHTS-OF-WAY SURVEYS AT PAGE 574, REC. NO. 574 DATED 12.21.2005. NEITHER THE SUBDIVISION PLAT NOR THE LAND SURVEY PLAT ATTEMPT TO EXPLAIN THE EVIDENCE SUPPORTING THEIR RE-ESTABLISHED POSITION OF THE NORTH LINE OF TRACT 58 WHICH ALSO IMPACTS THE NORTH LINE OF TRACT 57, THE SAME BEING THE NORTH LINE OF THIS PARCEL. THEIR RE-ESTABLISHED POSITION WAS NOT FOUND. HOWEVER, THE TRACT CORNER AS DESCRIBED IN MONUMENT RECORD FILED BY RLS 9337 ACCEPTED FOR FILING DATED 03.29.1972 WAS FOUND BY THIS SURVEY. THE DESCRIPTION FOR THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 HAD THE INTENT PER THE QUALIFYING CALL AS BEING THE NORTH LINE OF TRACT 58 AND THEREFORE SAID LINE IS ACCEPTED AS MONUMENTED AND SHOWN HEREON.

3. THE THREE (3) MONUMENTS DESCRIBED AS F7(1), F7(2) AND F7(3) - FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED PLS 26598 ALONG THE NORTHERLY LINE OF THE 60' WIDE RAILROAD RIGHT-OF-WAY WERE NOT ACCEPTED PER THIS SURVEY DUE TO THE FOLLOWING REASONS:
   F7-(1) WAS INTENDED TO BE ON THE NORTH LINE OF TRACT 57. PER THE DISCOVERY OF THE CORNER 2 OF TRACT 57 THIS MONUMENT IS NOT ON THE NORTH LINE OF TRACT 57 AS INTENDED. IT IS ALSO 28.51' FROM THE CENTER-LINE OF THE RAILROAD TRACKS AS MEASURED INSTEAD OF 30.00'

   F7-(2) WAS INTENDED TO BE THE POINT OF CURVATURE ALONG THE NORTH LINE OF THE 60' RAILROAD RIGHT-OF-WAY. WITH NOT ACCEPTING F7(1) AND F7(3), THE POSITION OF THIS MONUMENT DOES NOT MATHEMATICALLY CONFORM WITH A TANGENT CURVE AS IS CALCULATED PER THIS SURVEY. IT IS ALSO 28.82' FROM THE CENTER-LINE OF THE RAILROAD TRACKS AS MEASURED INSTEAD OF 30.00'

   F7-(3) WAS INTENDED TO BE ON LINE 2-3 OF TRACT 57. PER THE DISCOVERY OF THE CORNER 2 OF TRACT 57 THIS MONUMENT IS NOT ON SAID LINE OF TRACT 57 AS INTENDED. IT IS ALSO 29.51' FROM THE CENTER-LINE OF THE RAILROAD TRACKS AS MEASURED INSTEAD OF 30.00'

LEGEND

- FOUND NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
- FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
- FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
- FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
- FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
- FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
- FOUND NGS MONUMENT AS DESCRIBED HEREON
- FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON

- ALIQUOT LINE
- TRACT LINE
- ADJOINER PROPERTY LINE
- UNION PACIFIC RAILROAD RIGHT-OF-WAY
- U.S. HIGHWAY 6 RIGHT-OF-WAY
- PROPERTY CORNER TIE
- PROPERTY BOUNDARY
- CONTIGUOUS BOUNDARY WITH EXISTING TOWN OF EAGLE BOUNDARY

TRACT AND CORNER ABBREVIATION USED HEREON:
TR##-# = TRACT NUMBER - CORNER NUMBER DESIGNATION PER THE INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH P.M.

(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574 (PARCEL 2 OF SAID PLAT)
(D) = BEARINGS/DISTANCE PER TITLE COMMITMENT LEGAL DESCRIPTION
(GLO) = BEARINGS/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS

N

0 50 100 200
FEET
1 INCH = 100 FEET

REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, JAN. 2025	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FWS FORESIGHT WEST SURVEYING INC.
1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

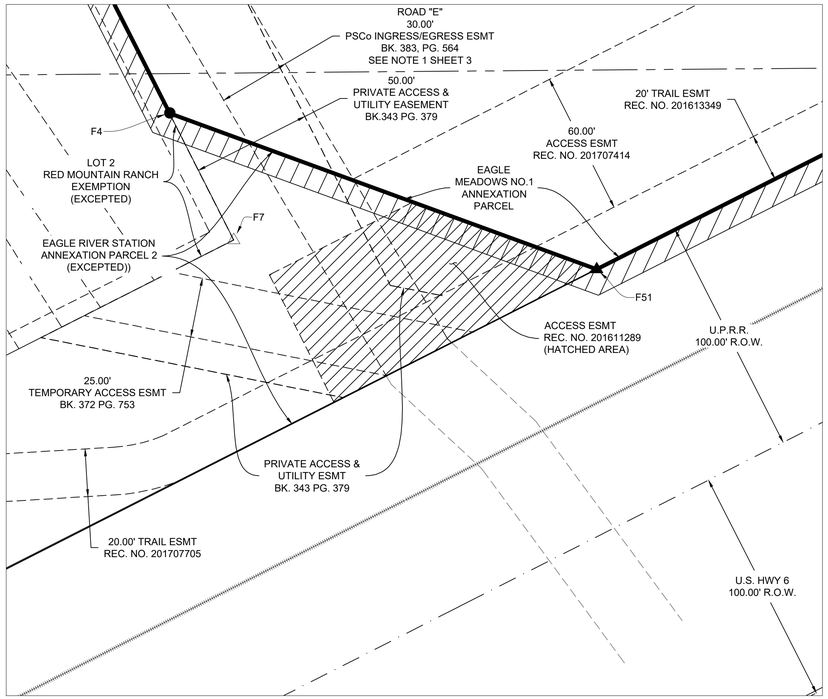
Scaled for 24" x 36" | Sheet: 4 of 5

ANNEXATION PLAT

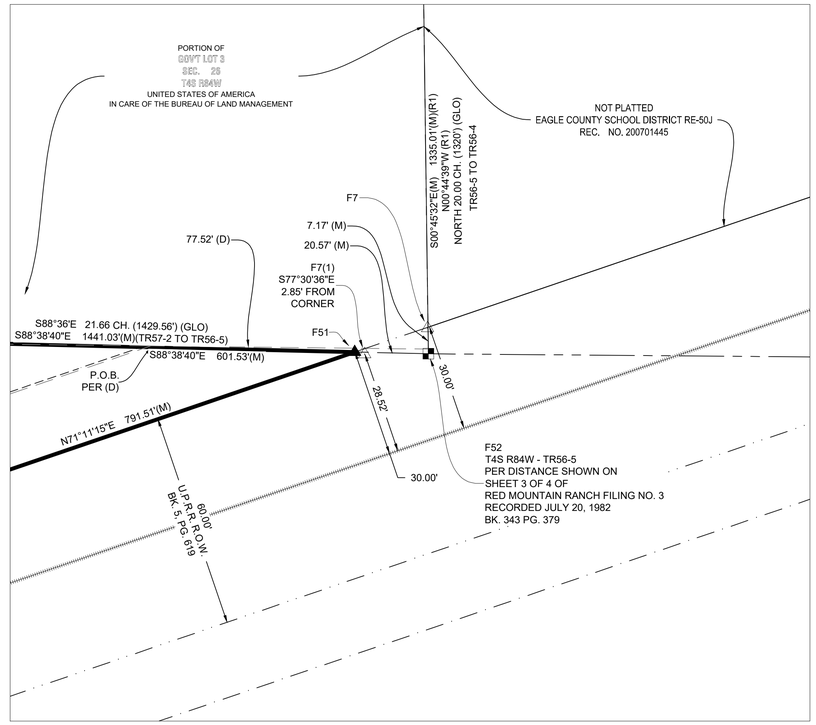
EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
DETAILS 1 AND 2
SHEET 5 OF 5

DETAIL 1
1 INCH = 30 FEET



DETAIL 2
1 INCH = 20 FEET



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(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574 (PARCEL 2 OF SAID PLAT)
(D) = BEARINGS/DISTANCE PER TITLE COMMITMENT LEGAL DESCRIPTION
(GLO) = BEARINGS/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS

REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, DEC. 2024	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FWS FORESIGHT WEST SURVEYING INC.
1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 5 of 5

ANNEXATION PLAT

EAGLE MEADOWS NO. 2
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP

WE, RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNERS OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY STREETS AND ALLEYS, TO-WIT:

PER TITLE COMMITMENT:

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO

EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;

THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;

THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:
1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS **EAGLE MEADOWS NO. 2 ANNEXATION TO THE TOWN OF EAGLE**, COUNTY OF EAGLE, STATE OF COLORADO.

EXECUTED THIS _____ DAY OF _____, 2025.

OWNER: RED MOUNTAIN RANCH PARTNERSHIP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
232 WEST MEADOW DRIVE
VAIL, COLORADO 81657

BY:_____
MERVYN LAPIN AS MANAGER

STATE OF COLORADO)
) SS
COUNTY OF EAGLE)

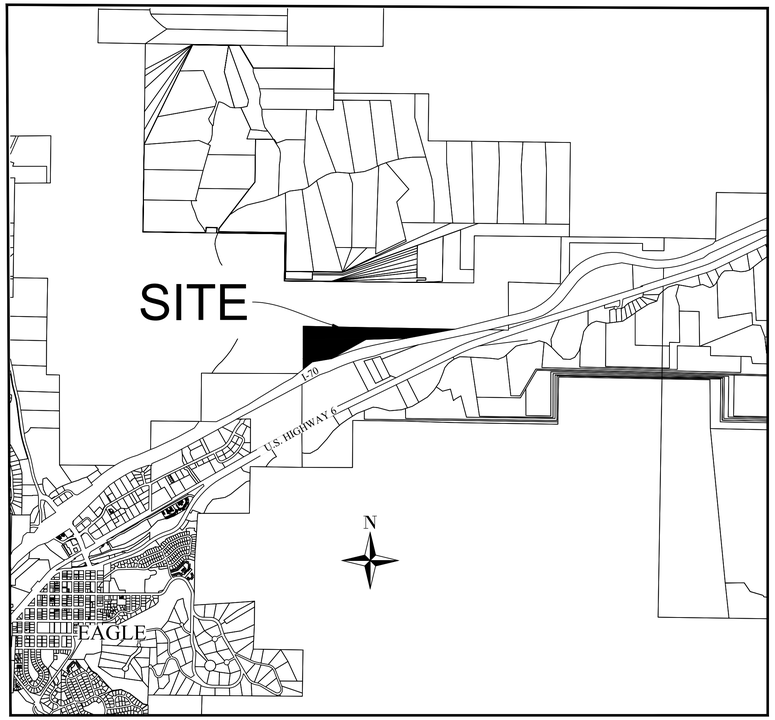
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY MERVYN LAPIN, AS MANAGER AND AUTHORIZED REPRESENTATIVE FOR RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

VICINITY MAP



1 INCH = 2000 FEET

SURVEYOR'S CERTIFICATE

I, RY P. RUSK, A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT NO LESS THAN ONE-SIXTH (⅙) OF THE PERIMETER OF THE AREA AS SHOWN HEREON IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF EAGLE, COLORADO. I FURTHER CERTIFY THAT THE EXTERNAL BOUNDARIES OF THE PROPERTY SHOWN ON THIS PLAT HAVE BEEN MONUMENTED ON THE GROUND IN ACCORDANCE WITH SECTION 4.5.010(G) OF THE EAGLE MUNICIPAL CODE.

EXECUTED THIS _____ DAY OF _____,2025.

PRELIMINARY

RY. P. RUSK, PLS 38226
FOR AND ON BEHALF OF FORESIGHT WEST SURVEYING, INC.
1309 S. INCA STREET
DENVER, COLORADO 80223
(303)-503-4440

TITLE CERTIFICATE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT OF LAND TITLE GUARANTY COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN THE PARCEL DESCRIBED HEREON, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUBRANCES, EXCEPT AS FOLLOWS:

_____
_____
_____
_____
_____
_____

EXECUTED THIS _____ DAY OF _____,2025.

_____
TITLE EXAMINER

GENERAL NOTES

1. STATUTE OF LIMITATIONS DISCLOSURE REQUIRED PER 13-80-105, C.R.S.: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. PRESERVATION OF BOUNDARY MONUMENTATION: ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES:
   A) ANY PUBLIC LAND SURVEY MONUMENT (DEFINED BY 38-53-103(18), C.R.S. AS ANY LAND BOUNDARY MONUMENT ESTABLISHED ON THE GROUND BY A CADASTRAL SURVEY OF THE UNITED STATES GOVERNMENT AND ANY MINERAL SURVEY MONUMENT ESTABLISHED BY A UNITED STATES MINERAL SURVEYOR AND MADE A PART OF THE UNITED STATES PUBLIC LAND RECORDS), OR
   B) ANY LAND SURVEY CORNER (DEFINED BY 38-53-103(6), C.R.S. AS ANY LAND SURVEY CORNER THE POSITION OF WHICH CONTROLS THE LOCATION OF THE BOUNDARIES OF A TRACT OR PARCEL OF LAND), OR A RESTORATION OF ANY SUCH MONUMENT,
   EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR PUNISHABLE BY A FINE OF UP TO $1,000 AND/OR 1 YEAR IN JAIL UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S. (REFERENCE: 18-4-508, C.R.S.)
4. OIL, GAS, COAL, MINERAL, WATER, DITCH, RESERVOIR, GEOTHERMAL, AVIGATION, GRAZING OR OTHER RIGHTS, AS WELL AS DEVELOPMENT, ZONING, LEASE, FIRE DISTRICT OR OTHER RESTRICTIONS, BOTH RECORDED AND UNRECORDED, MAY AFFECT THIS PROPERTY AND NOT BE PLOTTABLE GRAPHICALLY HEREON.
5. ALL USERS OF THIS SURVEY ARE HEREBY NOTIFIED THAT THIS SURVEY IN NO WAY CONSTITUTES A TITLE SEARCH BY FORESIGHT WEST SURVEYING INC. FOR DETERMINATION OF (A)RIGHT TO TITLE, (B)CHAIN OF TITLE/ABSTRACT, (C)THE HISTORICAL COMPATIBILITY OF ALL DESCRIPTIONS OF THIS PROPERTY WITH ALL DESCRIPTIONS OF ADJOINING PROPERTIES AND (D)EASEMENTS, RIGHTS-OF-WAY AND OTHER INSTRUMENTS OF RECORD THAT MAY IMPACT TITLE TO THIS PROPERTY. ADDITIONALLY, UNWRITTEN RIGHTS TO THIS PROPERTY MAY EXIST WHICH ARE UNKNOWN TO THIS FIRM.
6. FOR ALL INFORMATION REGARDING RIGHT TO TITLE AND EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE BURDENS AFFECTING SUCH RIGHT TO TITLE TO THIS PROPERTY, FORESIGHT WEST SURVEYING INC. RELIED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT FOR LAND TITLE GUARANTEE COMPANY, ORDER NUMBER V50070563, WITH AN EFFECTIVE DATE OF NOVEMBER 11, 2023.
7. BEARINGS ARE BASED UPON THE NORTH LINE OF TRACT 62 BETWEEN CORNER NO.2, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" AND TRACT 62 CORNER NO. 1, THE SAME BEING CORNER NO. 2 OF TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", AND IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190
   ASSUMED BEARING S89° 54' 19" E PER ABOVE
   GRID BEARING - S88° 59' 57" E (COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 - CENTRAL ZONE) PER POST PROCESSED STATIC GNSS TIES TO NGS SHIELDS
8. STATEMENT OF LINEAL UNITS REQUIRED PER 38-51-106(1)(L), C.R.S.: LINEAL UNIT OF MEASURE USED IN THIS SURVEY IS U.S. SURVEY FOOT.
9. ALL FOUND AND SET MONUMENTS ARE FAIRLY CLOSE TO GROUND SURFACE UNLESS NOTED OTHERWISE.
10. ANY MONUMENTS SHOWN HEREON THAT ARE NOT DIMENSIONED TO THE BOUNDARY RETRACED IN THIS SURVEY WERE NOT USED AS CONTROL CORNERS AND ARE SHOWN ONLY AS A COURTESY TO OTHER SURVEYORS.
11. THE BOUNDARY LINES SHOWN ON THIS SURVEY REPRESENT A PROFESSIONAL OPINION BY THIS SURVEYOR AS TO WHERE THE BOUNDARY LINES HEREBY RETRACED WERE ORIGINALLY LAID OUT ON THE GROUND AND SUBSEQUENTLY ACCEPTED BY THE AFFECTED LAND OWNERS. THE DISCOVERY OF ADDITIONAL EVIDENCE MAY RESULT IN A DIFFERENT OPINION.
12. MEASURED DIMENSIONS SHOWN HEREON REFLECT THE RESULTS OF A LEAST SQUARES ADJUSTMENT OF THE FIELD MEASUREMENTS.
13. MEASURED VALUES SHOWN HEREON REFLECT THE FIELD MEASUREMENTS BETWEEN MONUMENTS FOUND OR SET AS OBSERVED DURING THIS SURVEY. MONUMENTS SET BY OTHERS REPRESENT A GOOD-FAITH EFFORT TO MARK PREVIOUSLY CREATED TITLE LINES ON THE GROUND. NO TITLE GAPS OR OVERLAPS ARE CREATED BY MINOR DISCREPANCIES IN THE PLACEMENT AND REPLACEMENT OF THOSE MONUMENTS, DUE TO THE IMPERFECT SCIENCE OF MEASUREMENT, AND DO NOT ALTER THE TITLE LINES OR CHANGE OWNERSHIP RIGHTS. THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL PRECISION FOR AN ALTA/NSPS LAND TITLE SURVEY IS 2 CM (0.07 FEET) PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED).
14. FIELDWORK WAS COMPLETED JANUARY 25, 2025
15. THE DESCRIBED PARCEL OF LAND HAS A PERIMETER OF 9835.20 FEET, OF WHICH 3397.40 FEET (34.54%) IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF EAGLE.

TOWN COUNCIL CERTIFICATE

THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, BY RESOLUTION NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____ 2025, FOUND AND DETERMINED THAT ANNEXATION OF THE PROPERTY DESIGNATED HEREIN COMPLIES WITH THE REQUIREMENTS CONTAINED IN ARTICLE 12, TITLE 31, C.R.S., AS AMENDED, AND THAT SAID PROPERTY IS ELIGIBLE FOR ANNEXATION TO THE TOWN OF EAGLE.

THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, BY ORDINANCE NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2025, DID ANNEX THE PROPERTY HEREIN DESCRIBED TO THE TOWN OF EAGLE, COLORADO.

_____
SCOTT TURNIPSEED - MAYOR

ATTEST:

_____
TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT _____ O'CLOCK __.M., ON THIS _____ DAY OF _____, 2025, AND IS DULY RECORDED AS RECEPTION NO. _____.

EAGLE COUNTY CLERK AND RECORDER

REGINA O'BRIEN

BY:_____
DEPUTY

REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, JAN. 2025	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FWS FORESIGHT WEST SURVEYING INC.

1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 1 of 4

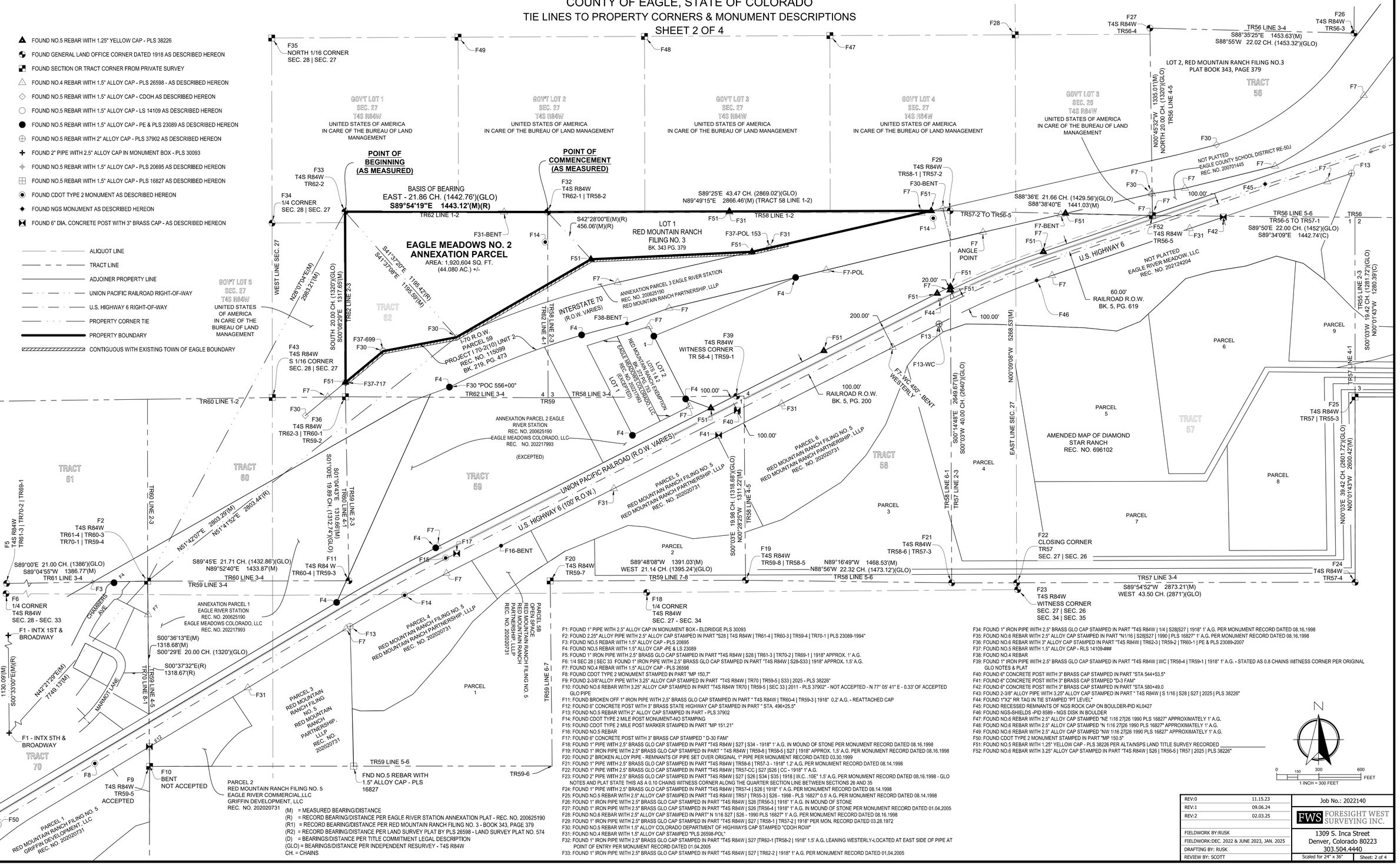
ANNEXATION PLAT

EAGLE MEADOWS NO. 2
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

TIE LINES TO PROPERTY CORNERS & MONUMENT DESCRIPTIONS

SHEET 2 OF 4


FOUND NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
FOUND NGS MONUMENT AS DESCRIBED HEREON
FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON
ALIQUOT LINE
TRACT LINE
ADJOINER PROPERTY LINE
UNION PACIFIC RAILROAD RIGHT-OF-WAY
U.S. HIGHWAY 6 RIGHT-OF-WAY
PROPERTY CORNER TIE
PROPERTY BOUNDARY
CONTIGUOUS WITH EXISTING TOWN OF EAGLE BOUNDARY
F35 NORTH 1/16 CORNER SEC. 28 | SEC. 27
F49
F48
F47
F28
F27 T4S R84W TR56-4
F26 T4S R84W TR56-3
TR56 LINE 3-4 S88°35'25"E 1453.63'(M) S88°55'W 22.02 CH. (1453.32')(GLO)
LOT 2, RED MOUNTAIN RANCH FILING NO.3 PLAT BOOK 343, PAGE 379
TRACT 56
GOV'T LOT 1 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 2 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 3 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 4 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
GOV'T LOT 3 SEC. 28 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
N00°45'32"W 1335.01'(M) NORTH 20.00 CH. (1320')(GLO) TR56 LINE 4-5
POINT OF BEGINNING (AS MEASURED)
POINT OF COMMENCEMENT (AS MEASURED)
BASIS OF BEARING EAST - 21.86 CH. (1442.76')(GLO) S89°54'19"E 1443.12'(M)(R) TR62 LINE 1-2
S89°25'E 43.47 CH. (2869.02')(GLO) N89°49'15"E 2866.46'(M) (TRACT 58 LINE 1-2)
F33 T4S R84W TR62-2
F32 T4S R84W TR62-1 | TR58-2
F29 T4S R84W TR58-1 | TR57-2
F34 1/4 CORNER SEC. 28 | SEC. 27
F31-BENT
F14
S42°28'00"E(M)(R) 456.06'(M)(R)
F51
F31
TR58 LINE 1-2
F30-BENT
S88°36'E 21.66 CH. (1429.56')(GLO) S88°38'40"E 1441.03'(M)
TR57-2 TO TR56-5
F52 T4S R84W TR56-5
TR56 LINE 5-6 TR56-5 TO TR57-1 S89°50'E 22.00 CH. (1452')(GLO) S89°34'09"E 1442.74'(C)
TR56 1 2
NOT PLATTED EAGLE COUNTY SCHOOL DISTRICT RE-50J REC. NO. 200701445
100.00'
F45
F13
F42
F46
NOT PLATTED EAGLE RIVER MEADOW, LLC REC. NO. 202124204
U.S. HIGHWAY 6
60.00' RAILROAD R.O.W. BK. 5, PG. 619
ANGLE POINT
EAGLE MEADOWS NO. 2 ANNEXATION PARCEL
AREA: 1,920,604 SQ. FT. (44.080 AC.) +/-
LOT 1 RED MOUNTAIN RANCH FILING NO. 3 BK. 343 PG. 379
F37-POL 153
F7-POL
S41°37'20"E 1185.42'(R)
S41°37'08"E 1185.59'(M)
WEST LINE SEC. 27
N28°07'04"E(M) 2863.21'(M)
SOUTH 20.00 CH. (1320')(GLO) S00°08'29"E 1317.65'(M)
TR62 LINE 2-3
GOV'T LOT 5 SEC. 27 T4S R84W UNITED STATES OF AMERICA IN CARE OF THE BUREAU OF LAND MANAGEMENT
TRACT 62
ANNEXATION PARCEL 3 EAGLE RIVER STATION REC. NO. 200625190 RED MOUNTAIN RANCH PARTNERSHIP, LLLP
INTERSTATE 70 (R.O.W. VARIES)
I-70 R.O.W. PARCEL 59 PROJECT I 70-2(10) UNIT 2 REC. NO. 115099 BK. 219, PG. 473
TR58 LINE 2-3
TR62 LINE 4-1
F38-BENT
F39 T4S R84W WITNESS CORNER TR 58-4 | TR59-1
F37-699
F30
F4
F7
F51
F37-717
F43 T4S R84W S 1/16 CORNER SEC. 28 | SEC. 27
F30 "POC 556+00" TR62 LINE 3-4
TR58 LINE 3-4
4 3 TR59
TR60 LINE 1-2
LOT 1 EAGLE MEADOWS SUBDIVISION REC. NO. 201017993 (EXCEPTED)
LOT 2 RED MOUNTAIN RANCH FILING NO. 3 BK. 343 PG. 379 EXEMPTION REC. NO. 200830001 LLC
100.00'
F40
F41
F31
200.00'
F44
F13
F13-WC
F7-WC 450' - BENT WESTERLY
100.00' RAILROAD R.O.W. BK. 5, PG. 200
N00°09'08"W 5268.53'(M)
S00°03'W 2649.67'(M)
S00°14'48"E 2649.67'(M)
S00°03'W 40.00 CH. (2640')(GLO)
EAST LINE SEC. 27
PARCEL 9
PARCEL 6
PARCEL 5
PARCEL 4
PARCEL 3
PARCEL 2
PARCEL 1
PARCEL 8
PARCEL 7
AMENDED MAP OF DIAMOND STAR RANCH REC. NO. 696102
TRACT 57
TRACT 58
TRACT 59
TRACT 60
TRACT 61
TRACT 70
TR55 LINE 2-3 S00°00'W 19.42 CH. (1281.72')(GLO) N00°01'43"W 1280.39'(C)
TR57 LINE 4-1
TR57 1 2 3
F25 T4S R84W TR57 | TR55-3
N00°03'E 39.42 CH. (2601.72')(GLO) N00°01'43"W 2600.42'(M)
F22 CLOSING CORNER TR57 SEC. 27 | SEC. 26
F24 T4S R84W TR57-4
TR57 LINE 3-4 S89°54'52"W 2873.21'(M) WEST 43.50 CH. (287')(GLO)
F23 T4S R84W WITNESS CORNER SEC. 27 | SEC. 26 SEC. 34 | SEC. 35
F21 T4S R84W TR58-6 | TR57-3
F19 T4S R84W TR59-8 | TR58-5
N89°16'49"W 1468.53'(M)
N88°56'W 22.32 CH. (1473.12')(GLO)
TR59 LINE 7-8
TR58 LINE 5-6
F20 T4S R84W TR59-7
S89°48'08"W 1391.03'(M) WEST 21.14 CH. (1395.24')(GLO)
F18 1/4 CORNER T4S R84W SEC. 27 - SEC. 34
TR58 LINE 6-1 TR57 LINE 2-3
TR58 LINE 4-5
S00°03'E 19.98 CH. (1318.68')(GLO) S00°28'25"W 1317.22'(M)
F31
F17
F16-BENT
F15
F14
F7
F4
F3
F6 1/4 CORNER T4S R84W SEC. 28 - SEC. 33
F1 - INTX 1ST & BROADWAY
F1 - INTX 5TH & BROADWAY
CHAMBERS AVE
MARMOT LANE
S00°36'13"E(M) 1318.68'(M) S00°29'E 20.00 CH. (1320')(GLO)
S00°37'32"E(R) 1318.67'(R)
1130.09'(M) S00°33'00"E(M)(R)
N42°21'29"E(M) 1749.13'(M)
TR70 LINE 6-1
TR59 LINE 4-5
F2 T4S R84W TR61-4 | TR60-3 TR70-1 | TR59-4
F5 T4S R84W TR61-3 | TR70-2 | TR69-1
TR60 LINE 2-3
N51°42'07"E 2803.29'(M)
N51°41'52"E 2803.44'(R)
S01°10'E 19.89 CH. (1312.74')(GLO)
S01°04'43"E 1310.66'(M)
TR60 LINE 4-1
TR59 LINE 2-3
S89°00'E 21.00 CH. (1386')(GLO) S89°04'55"W 1386.77'(M)
TR61 LINE 3-4
S89°45'E 21.71 CH. (1432.86')(GLO) N89°52'40"E 1433.87'(M)
TR60 LINE 3-4
TR59 LINE 3-4
F11 T4S R84 W TR60-4 | TR59-3
ANNEXATION PARCEL 1 EAGLE RIVER STATION REC. NO. 200625190 EAGLE MEADOWS COLORADO, LLC REC. NO. 202217993
PARCEL 4 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
PARCEL 5B RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
PARCEL 3 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
PARCEL 5 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
PARCEL 6 RED MOUNTAIN RANCH FILING NO. 5 RED MOUNTAIN RANCH PARTNERSHIP, LLLP REC. NO. 202020731
ANNEXATION PARCEL 2 EAGLE RIVER STATION REC. NO. 200625190 EAGLE MEADOWS COLORADO, LLC REC. NO. 202217993 (EXCEPTED)
UNION PACIFIC RAILROAD R.O.W. VARIES)
U.S. HIGHWAY 6 (100' R.O.W.)
TR59 LINE 5-6
FND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827
TR59-6
F10 BENT NOT ACCEPTED
F9 T4S R84W TR59-5 ACCEPTED
F8
F50
PARCEL 1 RED MOUNTAIN RANCH FILING NO. 5 GRIFFIN DEVELOPMENT, LLC REC. NO. 202020731
PARCEL 2 RED MOUNTAIN RANCH FILING NO. 5 EAGLE RIVER COMMERCIAL,LLC GRIFFIN DEVELOPMENT, LLC REC. NO. 202020731
F36 T4S R84W TR62-3 | TR60-1 TR59-2
TR59 LINE 7-6
TR59 LINE 7-4
F12
F7-POL
F7-BENT
F7 ANGLE POINT
F7-INC 450' - BENT EASTERLY
F7-INC 450' - BENT WESTERLY
F7-INC 450' - BENT WESTERLY
F7-INC 450' - BENT WES

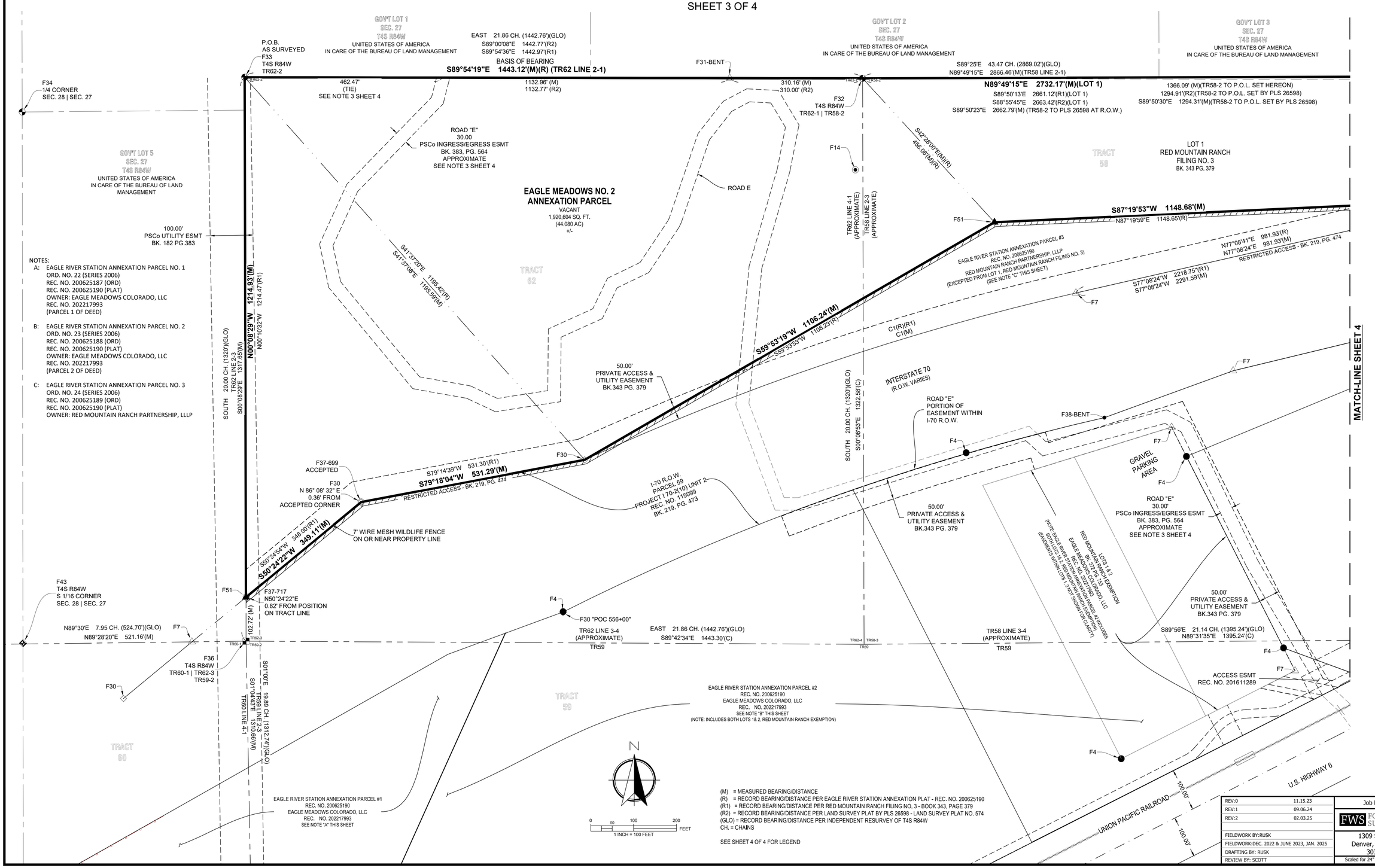
ANNEXATION PLAT

EAGLE MEADOWS NO. 2
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

SHEET 3 OF 4

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH. BEARING	CH. LENGTH
C1(M)	5879.57'	1213.70'	011°49'39"	S71°13'35"W	1211.55'
C1(R)(R1)	5879.57'	1213.70'	011°49'39"	S71°13'56"W	1211.55'



NOTES:

A: EAGLE RIVER STATION ANNEXATION PARCEL NO. 1
ORD. NO. 22 (SERIES 2006)
REC. NO. 200625187 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 1 OF DEED)

B: EAGLE RIVER STATION ANNEXATION PARCEL NO. 2
ORD. NO. 23 (SERIES 2006)
REC. NO. 200625188 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 2 OF DEED)

C: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 24 (SERIES 2006)
REC. NO. 200625189 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: RED MOUNTAIN RANCH PARTNERSHIP, LLLP

(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574
(GLO) = RECORD BEARING/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS

SEE SHEET 4 OF 4 FOR LEGEND

REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, JAN. 2025	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

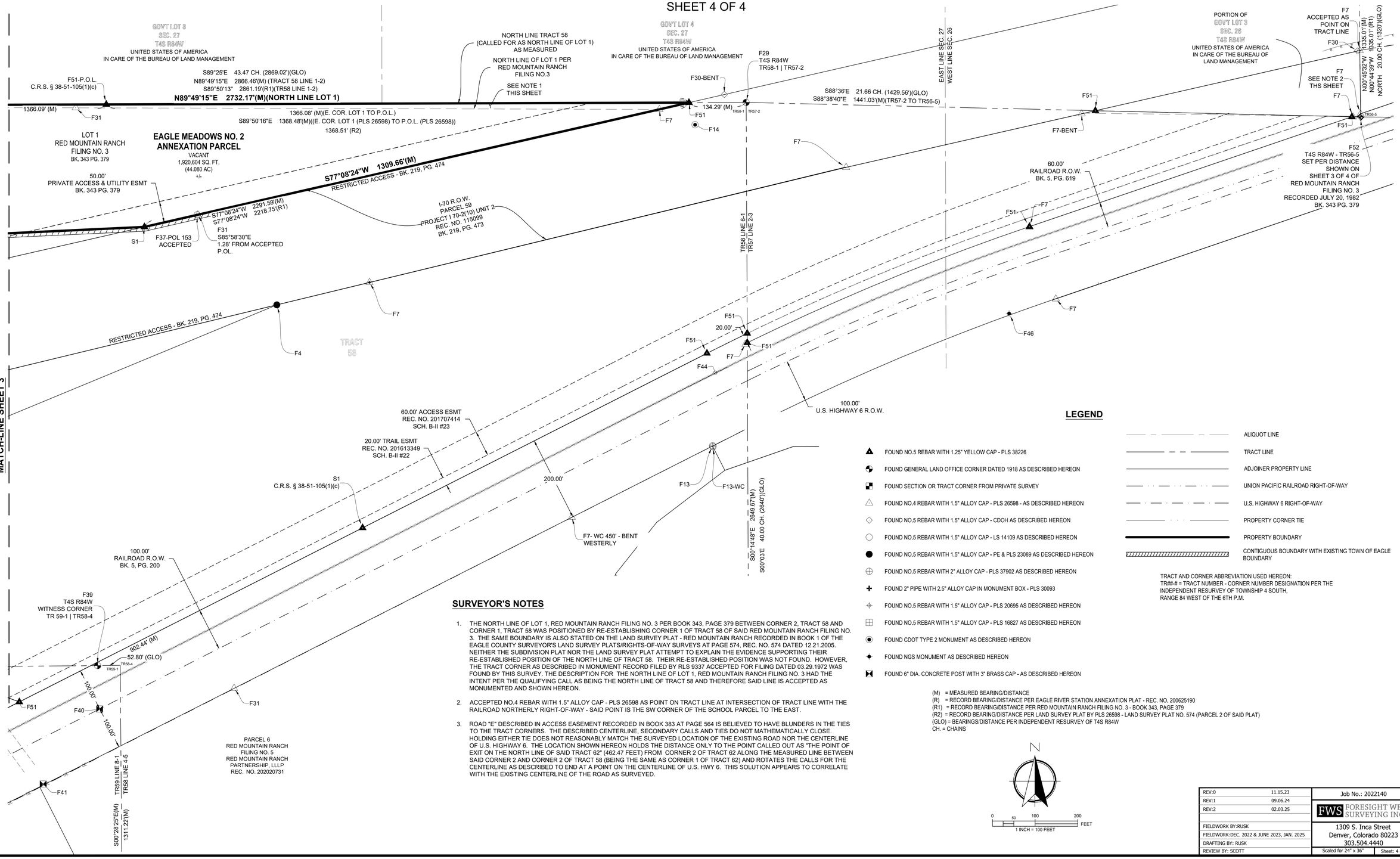
FWS FORESIGHT WEST SURVEYING INC.
1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 3 of 4

ANNEXATION PLAT

EAGLE MEADOWS NO. 2
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
SHEET 4 OF 4



SURVEYOR'S NOTES

1. THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 PER BOOK 343, PAGE 379 BETWEEN CORNER 2, TRACT 58 AND CORNER 1, TRACT 58 WAS POSITIONED BY RE-ESTABLISHING CORNER 1 OF TRACT 58 OF SAID RED MOUNTAIN RANCH FILING NO. 3. THE SAME BOUNDARY IS ALSO STATED ON THE LAND SURVEY PLAT - RED MOUNTAIN RANCH RECORDED IN BOOK 1 OF THE EAGLE COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHTS-OF-WAY SURVEYS AT PAGE 574, REC. NO. 574 DATED 12.21.2005. NEITHER THE SUBDIVISION PLAT NOR THE LAND SURVEY PLAT ATTEMPT TO EXPLAIN THE EVIDENCE SUPPORTING THEIR RE-ESTABLISHED POSITION OF THE NORTH LINE OF TRACT 58. THEIR RE-ESTABLISHED POSITION WAS NOT FOUND. HOWEVER, THE TRACT CORNER AS DESCRIBED IN MONUMENT RECORD FILED BY RLS 9337 ACCEPTED FOR FILING DATED 03.29.1972 WAS FOUND BY THIS SURVEY. THE DESCRIPTION FOR THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 HAD THE INTENT PER THE QUALIFYING CALL AS BEING THE NORTH LINE OF TRACT 58 AND THEREFORE SAID LINE IS ACCEPTED AS MONUMENTED AND SHOWN HEREON.
2. ACCEPTED NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 AS POINT ON TRACT LINE AT INTERSECTION OF TRACT LINE WITH THE RAILROAD NORTHERLY RIGHT-OF-WAY - SAID POINT IS THE SW CORNER OF THE SCHOOL PARCEL TO THE EAST.
3. ROAD "E" DESCRIBED IN ACCESS EASEMENT RECORDED IN BOOK 383 AT PAGE 564 IS BELIEVED TO HAVE BLUNDERS IN THE TIES TO THE TRACT CORNERS. THE DESCRIBED CENTERLINE, SECONDARY CALLS AND TIES DO NOT MATHEMATICALLY CLOSE. HOLDING EITHER TIE DOES NOT REASONABLY MATCH THE SURVEYED LOCATION OF THE EXISTING ROAD NOR THE CENTERLINE OF U.S. HIGHWAY 6. THE LOCATION SHOWN HEREON HOLDS THE DISTANCE ONLY TO THE POINT CALLED OUT AS "THE POINT OF EXIT ON THE NORTH LINE OF SAID TRACT 62" (462.47 FEET) FROM CORNER 2 OF TRACT 62 ALONG THE MEASURED LINE BETWEEN SAID CORNER 2 AND CORNER 2 OF TRACT 58 (BEING THE SAME AS CORNER 1 OF TRACT 62) AND ROTATES THE CALLS FOR THE CENTERLINE AS DESCRIBED TO END AT A POINT ON THE CENTERLINE OF U.S. HWY 6. THIS SOLUTION APPEARS TO CORRELATE WITH THE EXISTING CENTERLINE OF THE ROAD AS SURVEYED.

LEGEND

- FOUND NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
- FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
- FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
- FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
- FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
- FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
- FOUND NGS MONUMENT AS DESCRIBED HEREON
- FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON

- ALIQUOT LINE
- TRACT LINE
- ADJOINER PROPERTY LINE
- UNION PACIFIC RAILROAD RIGHT-OF-WAY
- U.S. HIGHWAY 6 RIGHT-OF-WAY
- PROPERTY CORNER TIE
- PROPERTY BOUNDARY
- CONTIGUOUS BOUNDARY WITH EXISTING TOWN OF EAGLE BOUNDARY

TRACT AND CORNER ABBREVIATION USED HEREON:
TR##-# = TRACT NUMBER - CORNER NUMBER DESIGNATION PER THE INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH P.M.

(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574 (PARCEL 2 OF SAID PLAT)
(GLO) = BEARINGS/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS

N

0 50 100 200 FEET
1 INCH = 100 FEET

REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, JAN. 2025	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FORESIGHT WEST SURVEYING INC.
1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 4 of 4

1.Annexation Petition: replace all “Board of Trustees” references with “Town Council”. – FOR ERIC

2. Annexation Petition: replace Weld County with Eagle County on page 1 of the petition. – FOR ERIC

3. Annexation Petition: include Eagle County School District in section 3.8 of the petition. – FOR ERIC

4. Annexation Map: Redlines are attached and can be accessed through this LINK. The comments below provide a written description of the redlines. – REVISED-RR

5. Annexation Map: Please replace all “Board of Trustees” references with “Town Council”. – REVISED-RR

6. Annexation Map: Update the years in the signature blocks for both annexation plats. – REVISED-RR

7. Annexation Map: There appear to be missing notes on both plats. – REVISED-RR

8. Annexation Map: Certificates– please revise the certificate of ownership and surveyor blocks utilizing the template available through this LINK. – REVISED-RR

9. Annexation Map: Staff to verify with legal on whether the contiguity analysis should be inside or outside of the ownership certificate. Including the analysis in the certificate deviates from the Town’s template certificates.

10. Annexation Map: Minor spelling error highlighted on Sheet 1 of annexation no. 2. – REVISED-RR

11. Annexation Map: Access easement on sheet 3 of annexation no. 2 difficult to determine – what’s the length and width of the access easement? – REVISED-RR

12. Annexation Map: The compass and scale appear to be missing from sheet 2 of Annexation No. 1. – REVISED-RR

13. Annexation Map: The Town Clerk signature will likely need to be modified due to staff turnover. – REVISED-RR

REVISED

CERTIFICATE OF OWNERSHIP-
EAGLE MEADOWS ANNEXATION NO. 1

RED MOUNTAIN RANCH PARTNERSHIP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP BEING THE SOLE OWNER OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY STREETS AND ALLEYS, TO-WIT:

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, [illegible] BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BR[illegible]L LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-[illegible]1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" [illegible] LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONES "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EA[illegible]XATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625[illegible]E FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE SOUTH 75° 13' 30" EAST, A DISTANCE OF 1826.19 [illegible] MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2 [illegible]N TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORD[illegible]BER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION A[illegible] PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO [illegible] SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIG[illegible] FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DE[illegible] OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND REC[illegible]ARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHER[illegible]WAY THE FOLLOWING TWO (2) COURSES:
1. NORTH 76° 25' 05" EAST, [illegible] OF 1373.20 FEET;
2. THENCE NORTH 77° 11[illegible] DISTANCE OF 613.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH[illegible] EAST, A DISTANCE OF 832.41 FEET FROM CORNER NO. 2 OF SAID TRACT 57, ALSO BEING CORNER NO. 1 OF [illegible] 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS [illegible] WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING [illegible] SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 52' 47" EAST, A DI[illegible]CE OF 604.47 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERL[illegible] THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY PER PAGE 7 OF 19, VALUATION SECTION 8A, OF THE DENVER & RIO GRANDE RAILROAD RIGHT-OF-WAY AND TRACK MAP FROM SURVEY STATION 1180+07 TO SURVEY STATION 1383 + 10 OF THE INTERSTATE COMMERCE COMMISSION BUREAU OF VALUATION MAP OF THE DENVER & RIO GRANDE RAILROAD DATED JUNE 20, 1919 AND FOUND IN THE RECORDS OF THE NATIONAL ARCHIVES IN RECORD GROUP 134: RECORDS OF THE INTERSTATE COMMERCE COMMISSION, SERIES: RAILROAD VALUATION MAPS ca. 1915 - ca. 1920, FILE UNIT: VALUATION MAPS FOR THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING 29.83 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 52' 47" WEST, A DISTANCE OF 3.80 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2023 - PLS 38226";

THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:
1. SOUTH 71° 10' 50" EAST A DISTANCE OF 812.16 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 719.89 FEET, A DELTA ANGLE OF 7° 02' 19", AND WHOSE CHORD BEARS SOUTH 67° 39' 40" WEST, A DISTANCE OF 719.44 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.17 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 108.39 FEET, A DELTA ANGLE OF 1° 03' 22" AND WHOSE CHORD BEARS SOUTH 63° 44' 23" WEST, A DISTANCE OF 108.39 FEET TO A POINT MEASURED PERPENDICULARLY FROM THE CENTER OF A STANDARD STEEL 3"x2" RAILROAD POINT OF CURVE MARKING PLATE NAILED TO A RAILROAD TIE STAMPED "PT - LEVEL";
5. THENCE SOUTH 63° 08' 38" WEST, A DISTANCE OF 1805.51 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE WEST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2, THE FOLLOWING THREE (3) COURSES:
1. NORTH 69° 57' 11" WEST, A DISTANCE OF 189.19 FEET, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE DEPARTING SAID EAST LINE, NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 1,386,975 SQUARE FEET, OR 31.841 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

THE ABOVE DESCRIBED PARCEL OF LAND HAS A PERIMETER OF 7842.78 FEET, OF WHICH 3506.50 FEET (44.7%) IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF EAGLE AND HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS **ANNEXATION PLAT - EAGLE MEADOWS ANNEXATION NO. 1 TO THE TOWN OF EAGLE**, COUNTY OF EAGLE, STATE OF COLORADO.

REVISED LEGAL UTILIZING TITLE COMMITMENT DESCRIPTION AND AS MEASURED DESCRIPTION DUE TO MULTIPLE DESCREPENCIES

Revise this information to match the revised Title Commitment

MOVED TO NOTE 15 OF THE GENERAL NOTES

EXECUTED THIS _____ DAY OF _____, 2024.

REVISED

OWNER: RED MOUNTAIN RANCH PARTNERSHIP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
232 WEST MEADOW DRIVE
VAIL, COLORADO 81657

BY:_____
MERVYN LAPIN AS MANAGER

STATE OF COLORADO)
) SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME BY MERVYN LAPIN, AS MANAGER AND AUTHORIZED REPRESENTATIVE FOR RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

THIS _____ DAY OF _____, 2024.

REVISED

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

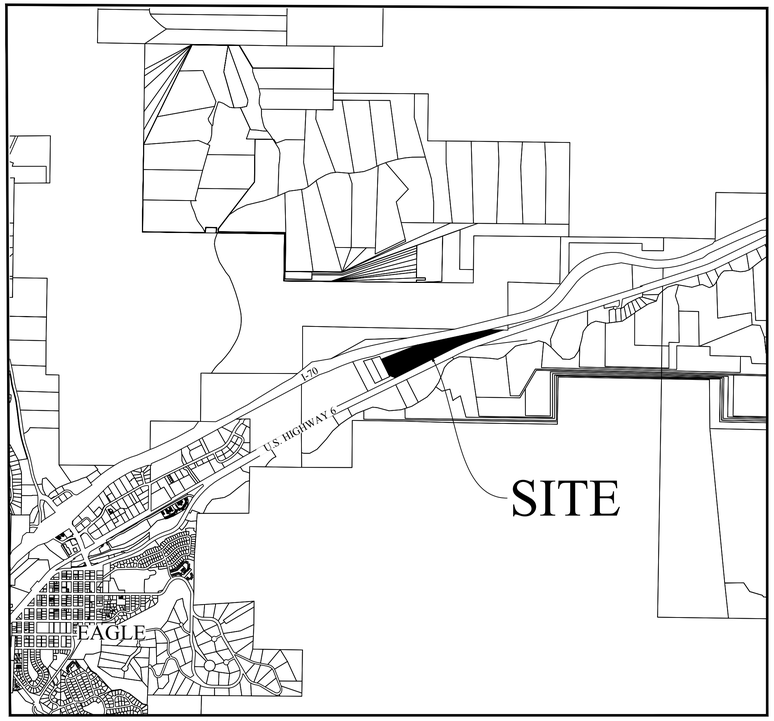
ANNEXATION PLAT

REVISED NAME TO MATCH TEMPLATE PROVIDED

EAGLE MEADOWS ANNEXATION NO. 1

TO THE TOWN OF EAGLE
LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

VICINITY MAP



1 INCH = 2000 FEET

N

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT _____ O'CLOCK __.M., ON THIS _____ DAY OF _____, 2024, AND IS DULY RECORDED AS RECEPTION NO. _____.

EAGLE COUNTY CLERK AND RECORDER

REGINA O'BRIEN

BY:_____
DEPUTY

SURVEYOR'S CERTIFICATE

I, RY P. RUSK, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STAT[illegible]ORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS MADE UNDER MY DIRECT SUPERVISIO[illegible] THE INFORMATION CONTAINED HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF[illegible]O LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA AS SHOWN HEREON IS CONTIGUOUS WITH TH[illegible] BOUNDARIES OF THE TOWN OF EAGLE, COLORADO.

EXECUTED THIS _____ DAY OF _____,2024.

PRELIMINARY

Revise using the revised Title Commitment

REVISED BLOCK PER TEMPLATE

RY. P. RUSK, PLS 38226
FOR AND ON BEHALF OF FORESIGHT WEST SURVEYING, INC.
1309 S. INCA STREET
DENVER, COLORADO 80223
(303)-503-4440

TITLE CERTIFICATE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT OF LAND TITLE GUARANTY COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN THE PARCEL DESCRIBED HEREON, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUBRANCES, EXCEPT AS FOLLOWS:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

REVISED

EXECUTED THIS _____ DAY OF _____,2024.

_____
TITLE EXAMINER

REVISED BLOCK PER TEMPLATE

BOARD OF [illegible]TEES CERTIFICATE

Per Comment

THE [illegible] OF THE TOWN OF EAGLE, COLORADO, BY RESOLUTION NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2024, FOUND AND DETERMINED THAT ANNEXATION OF THE PROPERTY DESIGNATED HEREIN COMPLIES WITH THE REQUIREMENTS CONTAINED IN ARTICLE 12, TITLE 31, C.R.S., AS AMENDED, AND THAT SAID PROPERTY IS ELIGIBLE FOR ANNEXATION TO THE TOWN OF EAGLE.

THE [illegible] OF THE TOWN OF EAGLE, COLORADO, BY ORDINANCE NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2024, DID ANNEX THE PROPERTY HEREIN DESCRIBED TO THE TOWN OF EAGLE, COLORADO.

Remove

_____
SCOTT TURNIPSEED - MAYOR

ATTEST:

_____
JENNY RAKOW - TOWN CLERK

NOTES

ADDED GENERAL NOTES

REV:0	11.15.23
REV:1	09.06.24
FIELDWORK BY:RUSK	
DATE OF FIELDWORK:DEC. 2022 & JUNE 2023	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FWS FORESIGHT WEST SURVEYING INC.
1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 1 of 3

ABBREVIATIONS

(R) = RECORD DISTANCE/BEARING
(M) = MEASURED DISTANCE/BEARING

GLO = GENERAL LAND OFFICE
A.G. = ABOVE GRADE
BLM = BUREAU OF LAND MANAGEMENT
TR # - # = TRACT NUMBER-CORNER NUMBER

NOTES:

1: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 22 (SERIES 2006)
REC. NO. 200625187 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 1 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 1 ANNEXATION AND PARCEL 1 OF PLAT)

2: EAGLE RIVER STATION ANNEXATION PARCEL NO. 2
ORD. NO. 23 (SERIES 2006)
REC. NO. 200625188 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 2 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 2 ANNEXATION AND PARCEL 2 OF PLAT)

3: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 24 (SERIES 2006)
REC. NO. 200625189 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: RED MOUNTAIN RANCH PARTNERSHIP, LLLP

ANNEXATION PLAT

EAGLE MEADOWS ANNEXATION NO. 1

TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

REVISED

LEGEND

- TRACT LINE
- ALIQUOT LINE
- RIGHT-OF-WAY LINE
- CENTER-LINE EXISTING RAILROAD TRACKS
- BOUNDARY LINE
- CONTIGUOUS BOUNDARY
- PARCEL LINE

CURVE TABLE (M)					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH. BEARING	CH. LENGTH
C1(M)	5860.00'	719.89'	7°02'19"	S67°39'40"W	719.44'
C2(M)	5880.00'	108.39'	1°03'22"	S63°44'23"W	108.39'

LINE TABLE		
LINE #	BEARING	LENGTH
L1(M)	N00°14'48"W	22.17'

BLM

BLM

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W - 1/4 S28|S27 - 1918" APPROXIMATLEY 1' A.G.

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W - S27|TR62-2 1918" APPROXIMATELY 1.5' A.G. IN MOUND OF STONE

BASIS OF BEARING
S89°54'19"E 1443.12'(M)

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27- TR62-1|TR58-2 - 1918" APPROXIMATELY 2' A.G. - LOCATED AT BASE OF LEANING PIPE

POINT OF COMMENCEMENT
EAGLE MEADOWS ANNEXATION NO. 1

N89°49'13"E 2866.46'(M) (TRACT)
N89°49'13"E 2732.72'(M)

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27 - TR58-1|TR57-2 - 1918" FLUSH WITH GRND

CALCULATED POSITION OF THE EAST 1/4, CORNER SECTION 27 NOT SET

SEE DETAIL "A" SHEET 3

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S26 - TR56-4 - 1918" APPROXIMATELY 1' A.G.

TR56-4

TR- 56

LOT 2
RED MOUNTAIN RANCH FILING NO.3
PLAT BOOK 343, PAGE 379

N00°45'14"W 1329.08'(M)

W. LINE TR-56

NORTH LINE, SW 1/4, SECTION 27

NORTH LINE, SE 1/4, SECTION 27

TR62-2 TR62-1 TR58-2 TR58-1 TR57-2

F1 - BENT NW

47.04' (M)

29.83'

S88°52'47"E 1440.67'(M)

832.47' (M)

566.30' (M)

S88°52'47"E 604.47'(M)

N77°11'33"E 613.35'(M)

S75°13'30"E 1826.19'(M)

S77°08'41"W 1310.45'(M)

S87°19'59"W 1148.65'(R)

S77°08'41"W 981.93'(R)

POINT OF BEGINNING

223.78' (M)

1149.43' (M)

S71°10'50"W 812.16'(M)

INTERSTATE 70
(FORMERLY COLORADO STATE HIGHWAY NO. 4)
RIGHT-OF-WAY VARIES

U.S. HIGHWAY 6
100' PUBLIC R.O.W.

UNION PACIFIC RAILROAD

100.00'

180.00'

60.00'

1655.24'(M)

S71°10'50"W

RED MOUNTAIN RANCH
REC. NO. 202124204

EAGLE RIVER STATION ANNEXATION NO. 3
(SEE NOTE 3)

S59°53'53"W 1106.23'(R)

RADIUS: 5879.57'
ARC LENGTH: 1213.70'
DELTA: 011°49'39"
CH. BEARING: S71°13'56"W
CH. LENGTH: 1211.55'
(R)

N69°59'51"E 319.78'(R1)

N75°42'18"E 333.13'(R1)

N76°25'05"E 926.49'(M)(R1)

N67°31'26"E 1092.56'(M)(R1)

EAGLE RIVER STATION ANNEXATION NO. 1 (SEE NOTE 1)

S79°17'00"W(M) 531.28'(M)

S50°22'26"W(M) 349.27'(M)

INTERSTATE 70
(FORMERLY COLORADO STATE HIGHWAY NO. 4)
RIGHT-OF-WAY VARIES

RADIUS: 5579.60'
ARC LENGTH: 1013.48'
DELTA: 010°24'25"
CH. BEARING: S68°28'52"W
CH. LENGTH: 1012.08'
(R1)

F4-ACCEPTED

FOUND NO.6 REBAR WITH 3" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089" APPROXIMATELY 0.2' A.G.

FOUND 1" STEEL PIPE - NO CAP - APPROXIMATELY 0.5' B.G.

N69°50'17"E(R1) 143.40' (R)

143.40' (R)

N26°52'08"W(M)(R1) 501.89'(M)(R1)

N69°57'11"W(M) 189.19'(M)
190.49(R1)

AN ALTA WAS COMPLETED ON THIS WHICH DUE TO ALTA REQUIRMENTS CHANGED SOME OF THE MEASURED DIMENSIONS. THIS SHEET AND FOLLOWING SHEETS WERE REVISED TO REFLECT CHANGES AND PROVIDE CLARITY.

Should we list exception on these?

REVISED

76.49' (M)

59.62' (M)

50.00'

464.53' (M)

S63°08'38"W 1805.51'(M)

887.34' (M)

100.00'

200.00'

S63°08'38"W(M)

453.61' (M)

RADIUS: 5680.00'
ARC LENGTH: 796.38'
DELTA: 008°02'30"
CH. BEARING: S67°09'50"W
CH. LENGTH: 795.75'
(R)

C1(M)
L1(M)
C2(M)

30.00'
29.45'
30.89'
51.02'
50.03'

NGS-SHIELDS - FOUND NGS MONUMENT EMBADDED IN TOP OF LARGE BOULDER

TR-58

TR-57

AMENDED MAP OF DIAMOND STAR RANCH
MAY 14, 1999
REC. NO. 696102

PARCEL 5
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

PARCEL 4
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

N00°14'48"W 2649.70'(M)
2086.16'(M)

EAST LINE, SE 1/4 SECTION 27
WEST LINE, SW 1/4 SECTION 26

S00°04'58"E 1241.48'(M)

S00°08'29"E 1317.66'(M)(TRACT) 1215.19'(M)

N00°08'29"W 1310.72'(M)

WEST LINE, NW 1/4, SW 1/4 SECTION 27

TR-59

EAGLE RIVER STATION ANNEXATION NO. 2
(SEE NOTE 2)

TR-60

EAGLE RIVER STATION ANNEXATION NO. 1
(SEE NOTE 1)

LOT 1
RED MOUNTAIN RANCH
FILING NO. 3
BK. 343, PG. 379

TR-62

TR62-3 TR59-2 TR62-4 TR58-3 TR59 TR58-4

TR60-1 TR60-4 TR59-3

RED MOUNTAIN RANCH ADDITION TO THE TOWN OF EAGLE
ORD. 22 (SERIES 2020)
REC. NO. 202020732 (ORD)
REC. NO. 202020730 (PLAT)
NOV. 6, 2020

PARCEL 6
RED MOUNTAIN RANCH FILING NO. 5
REC. NO. 202020731

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W TR59-1 | TR58-4 - W.C. - 1918" APPROXIMATELY 1' A.G.

PARCEL 5
RED MOUNTAIN RANCH FILING NO. 5
REC. NO. 202020731

N00°28'25"W 1311.19'(M)

WEST LINE, SE 1/4 SECTION 27

PARCEL 3
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

MONUMENT DESCRIPTION TABLE

S1 = SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP STAMPED "PLS 38226"
S2 = SET 18" NO.5 REBART WITH 1.5" ALLOY CAP STAMPED PLS 38226-POL"
F1 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598"
F2 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598-POL"
F3 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "PROP COR - PE & PLS 23089"
F4 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "CDOH - ROW"
F5 = FOUND BARE NO.4 REBAR
F6 = FOUND NO.5 REBAR WITH 1.5" ILLEGIBLE CAP
F7 = FOUND NO.5 REBAR WITH 2.5" ALLOY CAP STAMPED "ARCHIBEQUE PLS 37902"
F8 = FOUND NO.5 REBAR WITH 2.5" ALLOY CAP STAMPED "ARCHIBEQUE PLS 37902 WC"
F9 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598 - 450' W.C."
F10 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "CDOH ROW POC 556+00"
F11 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 717 - POL"
F12 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 699"
F13 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 153 - POL"
F24 = FOUND BROKEN OFF 1" PIPE FILLED WITH MORTER IN STABLE CONDITION APPROXIMATELY 0.5' ABOVE GRADE - FOUND 2.5" BRASS GLO CAP STAMPED "T4S R84W - TR60-4|TR59-3 - 1918" APPROXIMATELY 5' FROM PIPE-REMOVED CAP FROM BROKEN PIPE AND RE-AFFIXED IT TO STABLE PIPE STUB.
F25 = FOUND RAILROAD SPIKE AT CENTER-LINE OF RAILROAD TRACKS
F26 = FOUND 3"x2" STEEL RAILROAD MARKING PLATE SCRIBED "PT - LEVEL"

FOUND 1" STEEL PIPE WITH GLO BRASS CAP STAMPED "T4S R84W S27 - TR57-3 | TR58-6 - 1918" APPROXIMATELY 1.5' A.G.

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W - TR57CC| S27|S26CC - 1918" APPROXIMATELY 1' A.G.

RADIUS: 11988.63'
ARC LENGTH: 806.00'
DELTA: 003°51'07"
CH. BEARING: S01°09'11"W
CH. LENGTH: 805.85'
(R)

S01°04'43"E 1310.72'(M)

S24°14'54"E (S26|S00|E)

PARCEL 5B
RED MOUNTAIN RANCH
FILING NO. 5
REC. NO. 202020731

PARCEL 2
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

S89°48'10"W 1391.00'(M)

N89°16'51"W 1468.55'(M)

N89°54'52"E 2873.19'(M)

SOUTH LINE, SW 1/4, SECTION 27

SOUTH LINE, SE 1/4, SECTION 27
N89°33'31"E 2651.72'(M)

FOUND 2" ALLOY PIPE - NO MARKING CAP

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27-S34 1918" APPROXIMATELY 1' A.G.

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W TR59-8|TR58-7 1918" APPROXIMATELY 1.5' A.G.

FOUND 2" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R85W S27|S26|S34|S35 - 10 WC E" APPROXIMATELY 1.5' A.G.

100.00'

PARCEL 4
RED MOUNTAIN RANCH FILING NO. 5
REC. NO. 202020731

PARCEL 1
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

REV:0	11.15.23
REV:1	09.06.24
FIELDWORK BY:RUSK	
DATE OF FIELDWORK:DEC. 2022 & JUNE 2023	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FORESIGHT WEST SURVEYING INC.

1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36" | Sheet: 2 of 3

ABBREVIATIONS

(R) = RECORD DISTANCE/BEARING
(M) = MEASURED DISTANCE/BEARING
GLO = GENERAL LAND OFFICE
A.G. = ABOVE GRADE
BLM = BUREAU OF LAND MANAGEMENT
TR # - # = TRACT NUMBER-CORNER NUMBER

NOTES:

1: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 22 (SERIES 2006)
REC. NO. 200625187 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 1 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 1 ANNEXATION AND PARCEL 1 OF PLAT)

2: EAGLE RIVER STATION ANNEXATION PARCEL NO. 2
ORD. NO. 23 (SERIES 2006)
REC. NO. 200625188 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 2 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 2 ANNEXATION AND PARCEL 2 OF PLAT)

3: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 24 (SERIES 2006)
REC. NO. 200625189 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: RED MOUNTAIN RANCH PARTNERSHIP, LLLP

ANNEXATION PLAT

EAGLE MEADOWS ANNEXATION NO. 1

TO THE TOWN OF EAGLE
LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO
(EXISTING EASEMENT DETAILS)

N

0 75 150 300 FEET
1 INCH = 150 FEET

LEGEND

BLM

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27- TR62-1|TR58-2 - 1918" APPROXIMATELY 2' A.G. - LOCATED AT BASE OF LEANING PIPE

POINT OF COMMENCEMENT EAGLE MEADOWS ANNEXATION NO. 1

TR62-1|TR58-2

N89°49'13"E 2866.46'(M) (TRACT)
N89°49'13"E 2732.97'(M)
NORTH LINE, SE 1/4, SECTION 27

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27 - TR58-1|TR57-2 - 1918" FLUSH WITH GRND

CALCULATED POSITION OF THE EAST 1/4, CORNER SECTION 27 NOT SET

S88°52'47"E 1440.67'(M)
832.41' (M)
566.30' (M)
S88°52'47"E 604.47'(M)
47.04' (M)
N77°11'33"E 613.35'(M)

N00°45'14"W 1329.08'(M)

LOT 2
RED MOUNTAIN RANCH FILING NO.3
PLAT BOOK 343, PAGE 379

W. LINE TR-56

SEE DETAIL "A"

TR56-5

20.00' TRAIL ESMT REC. NO. 1343518

LOT 1
RED MOUNTAIN RANCH FILING NO. 3
BK. 343, PG. 379

S75°13'30"E 1826.19'(M)
S87°19'59"W 1148.65'(R)
S77°08'41"W 981.93'(R)
S77°08'41"W 1310.45'(M)

RESTRICTED ACCESS - BK. 219, PG. 474

INTERSTATE 70
RIGHT-OF-WAY VARIES
(FORMERLY COLORADO STATE HIGHWAY NO. 6)

N76°25'05"E
1149.43' (M)
RESTRICTED ACCESS - BK. 219, PG. 474

EAGLE RIVER STATION ANNEXATION NO. 3
(SEE NOTE 3)

RADIUS: 5879.57'
ARC LENGTH: 1213.70'
DELTA: 011°49'39"
CH. BEARING: S71°13'56"W
CH. LENGTH: 1211.55'
(R)

223.78' (M)

POINT OF BEGINNING

RESTRICTED ACCESS - BK. 219, PG. 474
N76°25'05"E 926.49'(M)(R)
N67°31'26"E 1092.56'(M)(R)

N69°59'51"E 319.78'(R)
N75°42'18"E 333.13'(R)

EAGLE MEADOWS ANNEXATION NO. 1
AREA: 1386975 SQ. FT.
(31.820 AC.) +/-

60.00' ACCESS ESMT REC. NO. 201707414

453.61' (M)

C5(M)
L1(M)
C3(M)

60.00' ACCESS ESMT REC. NO. 201707414

20.00' TRAIL ESMT REC. NO. 201613349

180.00'

RADIUS: 5680.00'
ARC LENGTH: 796.38'
DELTA: 008°02'00"
CH. BEARING: S67°09'50"W
CH. LENGTH: 795.73'
(M)

U.S. HIGHWAY 6
100' PUBLIC R.O.W.

NGS-SHIELDS

RED MOUNTAIN RANCH
REC. NO. 202124204

PARCEL 6
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

ROAD E

ROAD "E"
30.00'
PSCo INGRESS/EGRESS ESMT
BK. 383, PG. 564

N26°52'08"W(M)(R)
501.89'(M)(R)

76.49' (M)

S63°08'38"W 1805.51'(M)
887.34' (M)
100.00'
200.00'
S63°08'38"W(M)

UNION PACIFIC RAILROAD

TR62-4 | TR58-3
TR59

TR58-4

464.53' (M)

59.62' (M)

ACCESS ESMT
REC. NO. 201611289

50.00'

N69°57'11"W(M)
189.19'(M)
190.49(R)

TR59-1

EAGLE RIVER STATION
ANNEXATION NO. 2
(SEE NOTE 2)

TR-59

TR- 58

PARCEL 6
RED MOUNTAIN RANCH FILING NO. 5
REC. NO. 202020731

RED MOUNTAIN RANCH ADDITION
TO THE TOWN OF EAGLE
ORD. 22 (SERIES 2020)
REC. NO. 202020732 (ORD)
REC. NO. 202020730 (PLAT)
NOV. 6, 2020

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W TR59-1 | TR58-4 - W.C. - 1918" APPROXIMATELY 1' A.G.

20.00' TRAIL ESMT
REC. NO. 201707705

S63°04'44"W 2197.11'(R)

UNION PACIFIC RAILROAD

U.S. HIGHWAY 6
100' PUBLIC R.O.W.

WEST LINE, SE 1/4 SECTION 27

N00°28'25"W 1311.19'(M)

PARCEL 5
RED MOUNTAIN RANCH FILING NO. 5
REC. NO. 202020731

PARCEL 3
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

N00°14'48"W 2649.70'(M)
2086.16' (M)

EAST LINE, SE 1/4 SECTION 27
WEST LINE, SW 1/4 SECTION 26

PARCEL 5
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

AMENDED MAP OF DIAMOND STAR RANCH
MAY 14, 1999
REC. NO. 696102

PARCEL 4
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

PARCEL 7
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

AN ALTA WAS COMPLETED ON THIS WHICH DUE TO ALTA REQUIRMENTS CHANGED SOME OF THE MEASURED DIMENSIONS. THIS SHEET AND FOLLOWING SHEETS WERE REVISED TO REFLECT CHANGES AND PROVIDE CLARITY.

DETAIL "A"

1 INCH = 10 FEET

BLM

S00°45'14"E 1329.08'(M)

EAGLE COUNTY SCHOOL DISTRICT PARCEL
REC. NO. 200701445

S88°52'47"E 604.47'(M)

1.22' (M)

1.36'

3.80' (M)

SET 30" NO.6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2023 - PLS 38226"

29.87'

60.00' UNION PACIFIC RAILROAD R.O.W.

CENTER-LINE OF TRACKS

REV:0 11.15.23	Job No.: 2022140
REV:1 09.06.24	FORESIGHT WEST SURVEYING INC.
FIELDWORK BY:RUSK	1309 S. Inca Street
DATE OF FIELDWORK:DEC. 2022 & JUNE 2023	Denver, Colorado 80223
DRAFTING BY: RUSK	303.504.4440
REVIEW BY: SCOTT	Scaled for 24" x 36" Sheet: 3 of 3

REVISED

CERTIFICATE OF OWNERSHIP-
EAGLE MEADOWS ANNEXATION NO. 2

RED MOUNTAIN RANCH PARTNERSHIP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP BEING THE SOLE OWNER OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY STREETS AND ALLEYS, TO-WIT:

A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST [illegible] SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BR[illegible] APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" [illegible] CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT [illegible] MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATE[illegible] ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST [illegible] ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBE[illegible] UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME[illegible] NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID[illegible] OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;

THENCE ALONG THE NORTH LINE OF SAID TRACT 58[illegible] 9' 13" EAST, A DISTANCE OF 2732.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERST[illegible] WAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, D[illegible] HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 2[illegible]3, SAID POINT BEING SOUTH 89° 49' 13" WEST, A DISTANCE OF 133.49 FEET FROM CORNER 1 OF SAID TRACT[illegible] MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH[illegible] MPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE ALONG SAID NORTHERLY R[illegible] Y LINE, SOUTH 77° 08' 41" WEST, A DISTANCE OF 1310.45 FEET TO THE MOST EASTERLY CORNER OF THAT PARC[illegible] REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE[illegible] AGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SA[illegible] ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF[illegible] R STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 2[illegible]

THENCE ALONG THE NORTH[illegible] OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:
1. SOUTH 87° 19' 59" WEST, A DISTANCE OF 1148.65 FEET;
2. THENCE SOUTH 59° 53' 53" WEST, A DISTANCE OF 1106.23 FEET TO THE MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1. SOUTH 79° 17' 00" WEST, A DISTANCE OF 531.28 FEET;
2. SOUTH 50° 22' 26" WEST, A DISTANCE OF 349.27 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.47 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1215.19 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,718 SQUARE FEET, OR 44.094 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

THE ABOVE DESCRIBED PARCEL OF LAND HAS A PERIMETER OF 9837.16 FEET, OF WHICH 4445.88 FEET (45.2%) IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF EAGLE AND HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS **ANNEXATION PLAT - EAGLE MEADOWS ANNEXATION NO. 2 TO THE TOWN OF EAGLE**, COUNTY OF EAGLE, STATE OF COLORADO.

EXECUTED THIS _____ DAY OF _____, 2023.

OWNER: RED MOUNTAIN RANCH PARTNERSHIP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
232 WEST MEADOW DRIVE
VAIL, COLORADO 81657

BY:_____
MERVYN LAPIN AS MANAGER

STATE OF COLORADO)
) SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME BY MERVY LAPIN, AS MANAGER AND AUTHORIZED REPRESENTATIVE FOR RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

THIS _____ DAY OF _____, 2023.

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

REVISED LEGAL UTILIZING TITLE COMMITMENT DESCRIPTION AND AS MEASURED DESCRIPTION DUE TO MULTIPLE DESCREPENCIES.

MOVED TO GENERAL NOTE 15

UPDATED

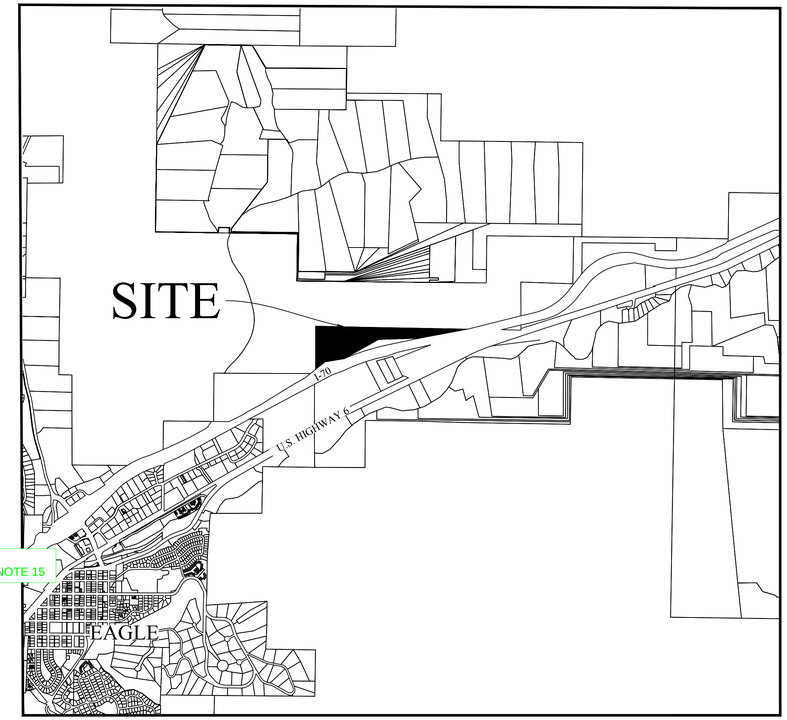
UPDATED

ANNEXATION PLAT

EAGLE MEADOWS ANNEXATION NO. 2

TO THE TOWN OF EAGLE
LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

VICINITY MAP



1 INCH = 2000 FEET

N

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT _____ O'CLOCK __M., ON THIS _____ DAY OF _____, 2023, AND IS DULY RECORDED AS RECEPTION NO. _____.

EAGLE COUNTY CLERK AND RECORDER

REGINA O'BRIEN

BY:_____
DEPUTY

UPDATED

SURVEYOR'S CERTIFICATE

I, RY P. RUSK, A REGISTERED PROFESSIONAL LAND SURVEYO[illegible] IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS MADE UNDE[illegible] SUPERVISION, AND THAT THE INFORMATION CONTAINED HEREON IS CORRECT TO THE BEST OF MY K[illegible] AND BELEIF, AND THAT NO LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA AS SHOWN HEREON[illegible] OUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF EAGLE, COLORADO.

EXECUTED THIS _____ DAY OF _____,2023.

REVISED BLOCK PER TEMPLATE

COLORADO LICENSED RY PATRICK RUSK 38226 PROFESSIONAL LAND SURVEYOR

PRELIMINARY

RY. P. RUSK, PLS 38226
FOR AND ON BEHALF OF FORESIGHT WEST SURVEYING, INC.
1309 S. INCA STREET
DENVER, COLORADO 80223
(303)-503-4440

TITLE CERTIFICATE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT OF LAND TITLE GUARANTY COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN THE PARCEL DESCRIBED HEREON, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUBRANCES, EXCEPT AS FOLLOWS:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

UPDATED

EXECUTED THIS _____ DAY OF _____,2023.

_____
TITLE EXAMINER

BOARD OF [illegible]

REVISED BLOCK PER TEMPLATE

THI[illegible] OF THE TOWN OF EAGLE, COLORADO, BY RESOLUTION NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2023, FOUND AND DETERMINED THAT ANNEXATION OF THE PROPERTY DESIGNATED HEREIN COMPLIES WITH THE REQUIREMENTS CONTAINED IN ARTICLE 12, TITLE 31, C.R.S., AS AMENDED, AND THAT SAID PROPERTY IS ELIGIBLE FOR ANNEXATION TO THE TOWN OF EAGLE.

THI[illegible] OF THE TOWN OF EAGLE, COLORADO, BY ORDINANCE NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2023, DID ANNEX THE PROPERTY HEREIN DESCRIBED TO THE TOWN OF EAGLE, COLORADO.

_____
SCOTT TURNIPSEED - MAYOR

ATTEST:

_____
JENNY RAKOW - TOWN CLERK

NOTES

ADDED GENERAL NOTES

REV:0 04.04.23	Job No.: 2022140
FIELDWORK BY:RUSK	FWS FORESIGHT WEST SURVEYING INC.
DATE OF FIELDWORK:OCT - DEC. 2022	1309 S. Inca Street Denver, Colorado 80223 303.504.4440
DRAFTING BY: RUSK	Scaled for 24" x 36" / Sheet: 1 of 3
REVIEW BY: SCOTT	

ABBREVIATIONS

(R1) = RECORD DISTANCE/BEARING PER REC. NO. 200625190
(R2) = RED MOUNTAIN RANCH FILING NO. 4 (BK. 345, PG. 379)
GLO = GENERAL LAND OFFICE
A.G. = ABOVE GRADE
BLM = BUREAU OF LAND MANAGEMENT
TR # - # = TRACT NUMBER-CORNER NUMBER
(M) = MEASURED BEARING/DISTANCE

NOTES:

1: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 22 (SERIES 2006)
REC. NO. 200625187 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 1 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 1 ANNEXATION AND PARCEL 1 OF PLAT)

2: EAGLE RIVER STATION ANNEXATION PARCEL NO. 2
ORD. NO. 23 (SERIES 2006)
REC. NO. 200625188 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 2 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 2 ANNEXATION AND PARCEL 2 OF PLAT)

3: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 24 (SERIES 2006)
REC. NO. 200625189 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: RED MOUNTAIN RANCH PARTNERSHIP, LLLP

ANNEXATION PLAT

EAGLE MEADOWS ANNEXATION NO. 2

TO THE TOWN OF EAGLE
LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTIONS 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

N

0 75 150 300 FEET
1 INCH = 150 FEET

LEGEND

- TRACT LINE
- ALIQUOT LINE
- RIGHT-OF-WAY LINE
- CENTER-LINE EXISTING RAILROAD TRACKS
- BOUNDARY LINE
- CONTIGUOUS BOUNDARY
- PARCEL LINE

SURVEYOR NOTES:

A: THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 PER BOOK 343, PAGE 379 BETWEEN CORNER 2, TRACT 58 AND CORNER 1, TRACT 58 WAS POSITIONED BY RE-ESTABLISHING CORNER 1 OF TRACT 58. THE SAME BOUNDARY IS ALSO STATED ON THE LAND SURVEY PLAT - RED MOUNTAIN RANCH RECORDED IN BOOK 1 OF THE EAGLE COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHTS-OF-WAY SURVEYS AT PAGE 576, REC. NO. 576 DATED 12.21.2005. NEITHER THE SUBDIVISION PLAT NOR THE LAND SURVEY PLAT ATTEMPT TO EXPLAIN THE EVIDENCE SUPPORTING THE RE-ESTABLISHED POSITION OF THE NORTH LINE OF TRACT 58. THE RE-ESTABLISHED POSITION WAS NOT FOUND. HOWEVER, THE TRACT CORNER AS DESCRIBED IN MONUMENT RECORD FILED BY RLS 9337 ACCEPTED FOR FILING DATED 03.29.1972 WAS FOUND. THE DESCRIPTION FOR THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 HAD THE INTENT AND WAS CALLED FOR AS BEING THE NORTH LINE TRACT 58 AND THEREFORE SAID LINE IS ACCEPTED AS MONUMENTED AND SHOWN HEREON.

AN ALTA WAS COMPLETED ON THIS WHICH DUE TO ALTA REQUIRMENTS CHANGED SOME OF THE MEASURED DIMENSIONS. THIS SHEET AND FOLLOWING SHEETS WERE REVISED TO REFLECT CHANGES AND PROVIDE CLARITY.

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W - 1/4 S28|S27 - 1918" APPROXIMATLEY 1' A.G.

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W - S27|TR62-2 1918" APPROXIMATELY 1.5' A.G. IN MOUND OF STONE

POINT OF BEGINNING

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27- TR62-1|TR58-2 - 1918" APPROXIMATELY 2' A.G. - LOCATED AT BASE OF LEANING PIPE

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27 - TR58-1|TR57-2 - 1918" FLUSH WITH GRND

BLM

S89°54'19"E 1443.14'(R1)

BASIS OF BEARING
S89°54'19"E 1443.12'(M)

S89°54'36"E 1442.97'(R2)

N81°08'33"E(M) 525.95'(M)

TR62-2 TR62-1 TR58-2

NORTH LINE, SW 1/4, SECTION 27

N89°49'13"E 2866.46'(M) (TRACT)
N89°49'13"E 2732.97'(M)
S89°50'13"E 2661.12'(R2) SEE NOTE "A"

NORTH LINE, SE 1/4, SECTION 27

TR58-1 TR57-2

133.49' (M) 72.00' (M)

28 27

WEST LINE, NW 1/4, SW 1/4 SECTION 27

LOT 1
RED MOUNTAIN RANCH
FILING NO. 3
BK. 343, PG. 379

EAGLE MEADOWS ANNEXATION NO. 2
AREA: 1,920,718 SQ. FT.
(44.094 AC.) +/-

TR- 58

F13 - ACCEPTED

S77°08'41"W 1310.45'(M)
1111.21' (M)

INTERSTATE 70
RIGHT-OF-WAY VARIES
(FORMERLY COLORADO STATE HIGHWAY NO. 4)

F1 - NOT ACCEPTED - SEE NOTE 1

F2 - S87°20'57"E - 1.28' FROM ACCEPTED CORNER

127.24' (M)

S87°19'59"W 1148.65'(M)(R1)

S77°08'41"W 981.93'(M)(R1)
S77°08'41"W 2292.38'(M)
S77°08'24"W 2218.75'(R2) SEE NOTE "A"

EAGLE RIVER STATION ANNEXATION NO. 3 (SEE NOTE 3)

TR-62

S59°53'53"W 1106.23'(M)(R1)

RADIUS: 5879.57'
ARC LENGTH: 1213.70'
DELTA: 011°49'39"
CH. BEARING: S71°13'56"W
CH. LENGTH: 1211.55'
(M)(R2)(R1)

S50°22'26"W(M) 349.27'(M)

S79°17'00"W(M) 531.28'(M)

S79°14'39"W 531.30'(R2)

F12 - N86°17'05" - 0.36' FROM ACCEPTED
F4-ACCEPTED

INTERSTATE 70
RIGHT-OF-WAY VARIES
(FORMERLY COLORADO STATE HIGHWAY NO. 4)

S50°24'58"W 348.00'(R2)

102.47' (M)

FOUND NO.6 REBAR WITH 3" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089" APPROXIMATELY 0.2' A.G.

FOUND 1" STEEL PIPE - NO CAP - APPROXIMATELY 0.5' B.G.

N89°28'19"E(M) 521.16'(M)

TR60-1 TR62-3 TR59-2

TR62-4 TR58-3 TR59

EAGLE MEADOWS ANNEXATION NO. 1

WEST LINE, SE 1/4 SECTION 27

100.00'

200.00'

50.00'

TR58-4 TR58-5

S00°04'58"E 1241.48'(M)

S00°08'29"W 1317.66'(M)(TRACT) 1215.19'(M)

N00°10'32"W 1317.96'(R2) 1214.47'(R2)

N00°08'29"W 1215.19'(M)

N00°10'32"W 1214.47'(R2)

S00°04'47"E 1310.72'(M)

N24°14'34"E 658.00'(R)

EAGLE RIVER STATION ANNEXATION NO. 2 (SEE NOTE 2)

TR-59

EAGLE RIVER STATION ANNEXATION NO. 1 (SEE NOTE 1)

TR-60

WEST LINE, SW 1/4, SW 1/4 SECTION 27

UNION PACIFIC RAILROAD
U.S. HIGHWAY 6
100' PUBLIC R.O.W.

PARCEL 5
RED MOUNTAIN RANCH FILING NO. 5
REC. NO. 202020731

PARCEL 6
RED MOUNTAIN RANCH
FILING NO. 5
REC. NO. 202020731

RED MOUNTAIN RANCH ADDITION
TO THE TOWN OF EAGLE
ORD. 22 (SERIES 2020)
REC. NO. 202020732 (ORD)
REC. NO. 202020730 (PLAT)
NOV. 6, 2020

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W TR59-1 | TR58-4 - W.C. - 1918" APPROXIMATELY 1' A.G.

N00°28'25"W 1311.19'(M)

PARCEL 3
AMENDED MAP OF
DIAMOND STAR RANCH
REC. NO. 696102

N00°14'48"W 2649.70'(M)
2006.16' (M)

541.37' (M)

FOUND 1" STEEL PIPE WITH GLO BRASS CAP STAMPED "T4S R84W S27 - TR57-3 | TR58-6 - 1918" APPROXIMATELY 1.5' A.G.

MONUMENT DESCRIPTION TABLE

S1 = SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP STAMPED "PLS 38226"
S2 = SET 18" NO.5 REBART WITH 1.5" ALLOY CAP STAMPED PLS 38226-POL"
F1 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598"
F2 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598-POL"
F3 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "PROP COR - PE & PLS 23089"
F4 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "CDOH - ROW"
F5 = FOUND BARE NO.4 REBAR
F6 = FOUND NO.5 REBAR WITH 1.5" ILLEGIBLE CAP
F7 = FOUND NO.5 REBAR WITH 2.5" ALLOY CAP STAMPED "ARCHIBEQUE PLS 37902"
F8 = FOUND NO.5 REBAR WITH 2.5" ALLOY CAP STAMPED "ARCHIBEQUE PLS 37902 WC"
F9 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598 - 450' W.C."
F10 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "CDOH ROW POC 556+00"
F11 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 717 - POL"
F12 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 699"
F13 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 153 - POL"

REV:0 04.04.2023	Job No.: 2022140
FIELDWORK BY: RUSK	FWS FORESIGHT WEST SURVEYING INC.
DATE OF FIELDWORK:OCT-DEC, 2022	1309 S. Inca Street Denver, Colorado 80223 303.504.4440
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	Scaled for 24" x 36" Sheet: 2 of 3

ABBREVIATIONS

(R1) = RECORD DISTANCE/BEARING PER REC. NO. 200625190
(R2) = RED MOUNTAIN RANCH FILING NO. 4 (BK. 345, PG. 379)
GLO = GENERAL LAND OFFICE
A.G. = ABOVE GRADE
BLM = BUREAU OF LAND MANAGEMENT
TR # - # = TRACT NUMBER-CORNER NUMBER
(M) = MEASURED BEARING/DISTANCE

NOTES:

1: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 22 (SERIES 2006)
REC. NO. 200625187 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 1 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 1 ANNEXATION AND PARCEL 1 OF PLAT)

2: EAGLE RIVER STATION ANNEXATION PARCEL NO. 2
ORD. NO. 23 (SERIES 2006)
REC. NO. 200625188 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: EAGLE MEADOWS COLORADO, LLC
REC. NO. 202217993
(PARCEL 2 OF DEED BEING THE SAME AS PARCEL DESCRIBED IN EAGLE RIVER STATION NO. 2 ANNEXATION AND PARCEL 2 OF PLAT)

3: EAGLE RIVER STATION ANNEXATION PARCEL NO. 3
ORD. NO. 24 (SERIES 2006)
REC. NO. 200625189 (ORD)
REC. NO. 200625190 (PLAT)
OWNER: RED MOUNTAIN RANCH PARTNERSHIP, LLLP

ANNEXATION PLAT

EAGLE MEADOWS ANNEXATION NO. 2

TO THE TOWN OF EAGLE
LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTIONS 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

N

0 75 150 300 FEET
1 INCH = 150 FEET

LEGEND

- EXISTING EASEMENT
- TRACT LINE
- ALIQUOT LINE
- RIGHT-OF-WAY LINE
- CENTER-LINE EXISTING RAILROAD TRACKS
- BOUNDARY LINE
- CONTIGUOUS BOUNDARY
- PARCEL LINE

SURVEYOR NOTES:

A: THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 PER BOOK 343, PAGE 379 BETWEEN CORNER 2, TRACT 58 AND CORNER 1, TRACT 58 WAS POSITIONED BY RE-ESTABLISHING CORNER 1 OF TRACT 58. THE SAME BOUNDARY IS ALSO STATED ON THE LAND SURVEY PLAT - RED MOUNTAIN RANCH RECORDED IN BOOK 1 OF THE EAGLE COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHTS-OF-WAY SURVEYS AT PAGE 576, REC. NO. 576 DATED 12.21.2005. NEITHER THE SUBDIVISION PLAT NOR THE LAND SURVEY PLAT ATTEMPT TO EXPLAIN THE EVIDENCE SUPPORTING THE RE-ESTABLISHED POSITION OF THE NORTH LINE OF TRACT 58. THE RE-ESTABLISHED POSITION WAS NOT FOUND. HOWEVER, THE TRACT CORNER AS DESCRIBED IN MONUMENT RECORD FILED BY RLS 9337 ACCEPTED FOR FILING DATED 03.29.1972 WAS FOUND. THE DESCRIPTION FOR THE NORTH LINE OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 HAD THE INTENT AND WAS CALLED FOR AS BEING THE NORTH LINE TRACT 58 AND THEREFORE SAID LINE IS ACCEPTED AS MONUMENTED AND SHOWN HEREON.

POINT OF BEGINNING EAGLE RIVER STATION ANNEXATION PARCEL NO. 5

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W - 1/4 S28|S27 - 1918" APPROXIMATLEY 1' A.G.

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W - S27|TR62-2 1918" APPROXIMATELY 1.5' A.G. IN MOUND OF STONE

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27- TR62-1|TR58-2 - 1918" APPROXIMATELY 2' A.G. - LOCATED AT BASE OF LEANING PIPE

FOUND 1" PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W S27 - TR58-1|TR57-2 - 1918" FLUSH WITH GRND

BLM

BLM

S89°54'19"E 1443.14'(R1)

BASIS OF BEARING S89°54'19"E 1443.12'(M)

S89°54'36"E 1442.97'(R2)

N81°08'33"E(M) 525.95'(M)

NORTH LINE, SW 1/4, SECTION 27

N89°49'13"E 2866.46'(M) (TRACT)

N89°49'13"E 2732.97'(M)

S89°50'13"E 2661.12'(R2) SEE NOTE "A"

NORTH LINE, SE 1/4, SECTION 27

133.49' (M)

72.00' (M)

F1 - NOT ACCEPTED - SEE NOTE 1

TR58-1 TR57-2

28 27

WEST LINE, NW 1/4, SW 1/4 SECTION 27

100.00' PSCO ELECTRIC DISTRIBUTION ESMT MAY 25, 1964 BK. 182, PG. 383

ROAD E

LOT 1 RED MOUNTAIN RANCH FILING NO. 3 BK. 343, PG. 379

ROAD "E" 30.00' PSCo INGRESS/EGRESS ESMT BK. 383, PG. 564

TR-62

TR- 58

EAGLE MEADOWS ANNEXATION NO. 2
AREA = 920,718 SQ. FT. (21.13 AC.) +/-

50' ACCESS & UTILITY ESMT BK. 343, PG. 379

F13 - ACCEPTED

S77°08'41"W 1310.45'(M)

1111.21' (M)

RESTRICTED ACCESS - BK. 219, PG. 474

INTERSTATE 70
RIGHT-OF-WAY VARIES
(FORMERLY COLORADO STATE HIGHWAY NO. 4)

S87°19'59"W 1148.65'(M)(R1)

S77°08'41"W 981.93'(M)(R1)
S77°08'24"W 2218.75'(R2) SEE NOTE "A"
S77°08'41"W 2292.38'(M)

F2 - S87°20'57"E - 1.28' FROM ACCEPTED CORNER

127.24' (M)

EAGLE RIVER STATION ANNEXATION NO. 3 (SEE NOTE 3)

F1

S59°53'18"W 1213.70'
CHORD BEARING: S71°13'56"W
CHORD LENGTH: 1211.55'
DELTA: 49°39'
RADIUS: 1400.00'
ARC LENGTH: 1213.70' (M)(R2)(R1)

AN ALTA WAS COMPLETED ON THIS WHICH DUE TO ALTA REQUIRMENTS CHANGED SOME OF THE MEASURED DIMENSIONS. THIS SHEET AND FOLLOWING SHEETS WERE REVISED TO REFLECT CHANGES AND PROVIDE CLARITY.

S00°04'58"E 1241.48'(M)

S00°08'29"E 1317.66'(M)(TRACT) 1215.19'(M)

N00°08'29"W 1317.90'(R2) N00°10'32"W 1214.47'(R2)

S50°22'26"W(M) 349.27'(M)

S79°17'00"W(M) 531.28'(M)

S79°14'39"W 531.30'(R2)

F4

50' ACCESS & UTILITY ESMT BK. 343, PG. 379

F12 - N86°17'05" - 0.36' FROM ACCEPTED F4-ACCEPTED

S50°24'58"W 348.00'(R2)

FOUND NO.6 REBAR WITH 3" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089" APPROXIMATELY 0.2' A.G.

INTERSTATE 70
RIGHT-OF-WAY VARIES
(FORMERLY COLORADO STATE HIGHWAY NO. 4)

102.47' (M)

FOUND 1" STEEL PIPE - NO CAP - APPROXIMATELY 0.5' B.G.

N89°28'19"E(M) 521.16'(M)

TR60-1 TR59-2 TR62-3 TR62-4 TR58-3 TR59

F1 F10

F4

RESTRICTED ACCESS - BK. 219, PG. 474

PROJECT NO 170-2(10) UNIT 2 PERMANENT EASEMENT PARCEL E-58 BK. 219, PG. 475 REC. NO. 115101 JAN. 8, 1971

PROJECT NO 170-2(10) UNIT 2 PERMANENT EASEMENT PARCEL E-57 BK. 219, PG. 474

EAGLE RIVER STATION ANNEXATION NO. 1 (SEE NOTE 1)

EAGLE RIVER STATION ANNEXATION NO. 2 (SEE NOTE 2)

TR-59

TR-60

WEST LINE, SW 1/4, SW 1/4 SECTION 27

S00°04'43"E 1310.72'(M)

20.00' TRAIL ESMT REC. NO. 201707705

UNION PACIFIC RAILROAD

U.S. HIGHWAY 6 100' PUBLIC R.O.W.

PARCEL 5 RED MOUNTAIN RANCH FILING NO. 5 REC. NO. 202020731

20.00' TRAIL ESMT REC. NO. 201707705

F2

FOUND 1" STEEL PIPE WITH 2.5" GLO BRASS CAP STAMPED "T4S R84W TR59-1 | TR58-4 - W.C. - 1918" APPROXIMATELY 1' A.G.

RED MOUNTAIN RANCH ADDITION TO THE TOWN OF EAGLE ORD. 22 (SERIES 2020) REC. NO. 202020732 (ORD) REC. NO. 202020730 (PLAT) NOV. 6, 2020

N00°08'25"W 1311.19'(M)

PARCEL 6 RED MOUNTAIN RANCH FILING NO. 5 REC. NO. 202020731

PARCEL 3 AMENDED MAP OF DIAMOND STAR RANCH REC. NO. 696102

FOUND 1" STEEL PIPE WITH GLO BRASS CAP STAMPED "T4S R84W S27 - TR57-3 | TR58-6 - 1918" APPROXIMATELY 1.5' A.G.

EAGLE MEADOWS ANNEXATION NO. 1

RESTRICTED ACCESS - BK. 219, PG. 474

PROJECT NO. 170-3(10) UNIT 2 PERMANENT EASEMENT PARCEL E-60 BK. 219, PG. 475

60' ACCESS ESMT REC. NO. 201707414

F3 F2 F1 F5 F6 F26 F7 F8 F9

ROAD "E" 30.00' PSCo INGRESS/EGRESS ESMT BK. 383, PG. 564

ROAD E

WEST LINE, SE 1/4 SECTION 27

60.00' ACCESS ESMT REC. NO. 201707414

100.00'

200.00'

S87°08'28"W(M) 2649.70'(M)

2066.16' (M)

20.00' TRAIL ESMT REC. NO. 201613349

TR58-4 TR58-5

ACCESS ESMT NO. 201611289

MONUMENT DESCRIPTION TABLE

S1 = SET 18" NO.5 REBAR WITH 1.25" YELLOW CAP STAMPED "PLS 38226"
S2 = SET 18" NO.5 REBART WITH 1.5" ALLOY CAP STAMPED PLS 38226-POL"
F1 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598"
F2 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598-POL"
F3 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "PROP COR - PE & PLS 23089"
F4 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "CDOH - ROW"
F5 = FOUND BARE NO.4 REBAR
F6 = FOUND NO.5 REBAR WITH 1.5" ILLEGIBLE CAP
F7 = FOUND NO.5 REBAR WITH 2.5" ALLOY CAP STAMPED "ARCHIBEQUE PLS 37902"
F8 = FOUND NO.5 REBAR WITH 2.5" ALLOY CAP STAMPED "ARCHIBEQUE PLS 37902 WC"
F9 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PLS 26598 - 450' W.C."
F10 = FOUND NO.5 REBAR WITH 1.5" ALLOY CAP STAMPED "CDOH ROW POC 556+00"
F11 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 717 - POL"
F12 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 699"
F13 = FOUND NO.4 REBAR WITH 1.5" ALLOY CAP STAMPED "PROPERTY COR - RLS 14019 - 153 - POL"

REV:0 04.04.2023	Job No.: 2022140
	FWS FORESIGHT WEST SURVEYING INC.
FIELDWORK BY: RUSK	1309 S. Inca Street
DATE OF FIELDWORK:OCT-DEC, 2022	Denver, Colorado 80223
DRAFTING BY: RUSK	303.504.4440
REVIEW BY: SCOTT	Scaled for 24" x 36" Sheet: 3 of 3

Exhibit I – Annexation Closure Calculations

Mapcheck 4: EAGLE MEADOWS ANNEXATION NO.1

Closure Summary
- Precision, 1 part in: 914075.441'
- Error distance: 0.009'
- Error direction: S77°16'12.25"W
- Area: 1386975.05 Sq. Ft.
- Square area: 1386975.054
- Perimeter: 7842.780'

Point of Beginning
- Easting: 129835.89'
- Northing: 127889.37'

Side 1: Line
- Direction: N76°25'05.00"E
- Angle: [-103°34'55"]
- Deflection angle: [076°25'05"]
- Distance: 1373.200'
- Easting: 131170.69'
- Northing: 128211.85'

Side 2: Line
- Direction: N77°11'33.00"E
- Angle: [-179°13'32"]
- Deflection angle: [000°46'28"]
- Distance: 613.350'
- Easting: 131768.78'
- Northing: 128347.82'

Side 3: Line
- Direction: S88°52'47.00"E
- Angle: [-166°04'20"]
- Deflection angle: [013°55'40"]
- Distance: 604.470'
- Easting: 132373.13'
- Northing: 128336.00'

Side 4: Line
- Direction: S71°10'50.00"W
- Angle: [-019°56'23"]
- Deflection angle: [160°03'37"]
- Distance: 812.160'
- Easting: 131604.39'
- Northing: 128074.01'

Side 5: Curve
- Curve direction: Counter-clockwise
- Radius: [5860.078']
- Arc length: 719.890'
- Delta angle: 007°02'19"
- Tangent: [360.400']
- Chord direction: S67°39'40.00"W
- Chord angle: [176°28'50"]
- Deflection angle: [-003°31'10"]
- Chord distance: 719.440'
- Easting: 130938.94'
- Northing: 127800.56'

Side 6: Line
- Direction: N00°14'48.00"W
- Angle: [-064°23'19"]
- Deflection angle: [115°36'42"]
- Distance: 22.170'

EAGLE MEADOWS NO.2 ANNEXATION PARCEL

Closure Summary
- Precision, 1 part in: 1304147.731'
- Error distance: 0.008'
- Error direction: S53°21'52.26"E
- Area: 1920604 Sq. Ft.
- Square area: 1920603.861
- Perimeter: 9835.200'

Point of Beginning
- Easting: 2633763.435'
- Northing: 1673956.827'

Side 1: Line
- Direction: S89°54'19.00"E
- Angle: [-089°54'19"]
- Deflection angle: [090°05'41"]
- Distance: 1443.120'
- Easting: 2635206.553'
- Northing: 1673954.441'

Side 2: Line
- Direction: N89°49'15.00"E
- Angle: [179°43'34"]
- Deflection angle: [-000°16'26"]
- Distance: 2732.170'
- Easting: 2637938.709'
- Northing: 1673962.985'

Side 3: Line
- Direction: S77°08'24.00"W
- Angle: [-012°40'51"]
- Deflection angle: [167°19'09"]
- Distance: 1309.660'
- Easting: 2636661.900'
- Northing: 1673671.494'

Side 4: Line
- Direction: S87°19'53.00"W
- Angle: [-169°48'31"]
- Deflection angle: [010°11'29"]
- Distance: 1148.680'
- Easting: 2635514.465'
- Northing: 1673618.013'

Side 5: Line
- Direction: S59°53'19.00"W
- Angle: [152°33'26"]
- Deflection angle: [-027°26'34"]
- Distance: 1106.240'
- Easting: 2634557.511'
- Northing: 1673063.031'

Side 6: Line
- Direction: S79°18'04.00"W
- Angle: [-160°35'15"]
- Deflection angle: [019°24'45"]
- Distance: 531.290'
- Easting: 2634035.456'
- Northing: 1672964.398'

Side 7: Line
- Direction: S50°24'22.00"W
- Angle: [151°06'18"]
- Deflection angle: [-028°53'42"]
- Distance: 349.110'
- Easting: 2633766.439'
- Northing: 1672741.896'

Side 8: Line
- Direction: N00°08'29.00"W
- Angle: [-050°32'51"]
- Deflection angle: [129°27'09"]
- Distance: 1214.930'
- Easting: 2633763.441'
- Northing: 1673956.822'

EAGLE MEADOWS NO.1 ANNEXATION PARCEL
Closure Summary
Precision, 1 part in: 1390316.882'
Error distance: 0.006'
Error direction: N17°02'03.16"W
Area: 1384961 Sq. Ft.
Square area: 1384961.059
Perimeter: 7808.840'
Point of Beginning
Easting: 2636972.459'
Northing: 1673488.650'
Side 1: Line
Direction: N76°25'05.00"E
Angle: [-103°34'55"]
Deflection angle: [076°25'05"]
Distance: 1373.210'
Easting: 2638307.268'
Northing: 1673811.129'
Side 2: Line
Direction: N77°11'16.00"E
Angle: [-179°13'49"]
Deflection angle: [000°46'11"]
Distance: 599.350'
Easting: 2638891.695'
Northing: 1673944.039'
Side 3: Line
Direction: S88°38'40.00"E
Angle: [-165°49'56"]
Deflection angle: [014°10'04"]
Distance: 601.530'
Easting: 2639493.057'
Northing: 1673929.808'
Side 4: Line
Direction: S71°11'15.00"W
Angle: [-020°10'05"]
Deflection angle: [159°49'55"]
Distance: 791.510'
Easting: 2638743.830'
Northing: 1673674.569'
Side 5: Curve
Curve direction: Counter-clockwise
Radius: [5859.907']
Arc length: 723.140'
Delta angle: 007°04'14"
Tangent: [362.029']
Chord direction: S67°39'08.00"W
Chord angle: [176°27'53"]
Deflection angle: [-003°32'07"]
Chord distance: 722.680'
Easting: 2638075.428'
Northing: 1673399.786'
Side 6: Line
Direction: N00°14'48.00"W
Angle: [-064°21'49"]
Deflection angle: [115°38'11"]
Distance: 22.180'
Easting: 2638075.333'
Northing: 1673421.965'
Side 7: Curve
Curve direction: Counter-clockwise
Radius: [5880.597']
Arc length: 112.470'
Delta angle: 001°05'45"
Tangent: [56.238']

Mapcheck 3: EAGLE MEADOWS ANNEXATION NO.2

Closure Summary

Precision, 1 part in:	4643994.029'
Error distance:	0.002'
Error direction:	S25°20'58.51"W
Area:	1920718.34 Sq. Ft.
Square area:	1920718.338
Perimeter:	9837.160'

Point of Beginning

Easting:	126626.96'
Northing:	128357.48'

Side 1: Line

Direction:	S89°54'19.00"E
Angle:	[-089°54'19"]
Deflection angle:	[090°05'41"]
Distance:	1443.120'
Easting:	128070.08'
Northing:	128355.09'

Side 2: Line

Direction:	N89°49'13.00"E
Angle:	[179°43'32"]
Deflection angle:	[-000°16'28"]
Distance:	2732.970'
Easting:	130803.03'
Northing:	128363.67'

Side 3: Line

Direction:	S77°08'41.00"W
Angle:	[-012°40'32"]
Deflection angle:	[167°19'28"]
Distance:	1310.450'
Easting:	129525.43'
Northing:	128072.11'

Side 4: Line

Direction:	S87°19'59.00"W
Angle:	[-169°48'42"]
Deflection angle:	[010°11'18"]
Distance:	1148.650'
Easting:	128378.02'
Northing:	128018.66'

Side 5: Line

Direction:	S59°53'53.00"W
Angle:	[152°33'54"]
Deflection angle:	[-027°26'06"]
Distance:	1106.230'
Easting:	127420.99'
Northing:	127463.84'

Side 6: Line

Direction:	S79°17'00.00"W
Angle:	[-160°36'53"]
Deflection angle:	[019°23'07"]
Distance:	531.280'
Easting:	126898.97'
Northing:	127365.05'

Side 7: Line

Direction:	S50°22'26.00"W
Angle:	[151°05'26"]

Deflection angle: [-028°54'34"]
Distance: 349.270'
Easting: 126629.96'
Northing: 127142.29'
Side 8: Line
Direction: N00°08'29.00"W
Angle: [-050°30'55"]
Deflection angle: [129°29'05"]
Distance: 1215.190'
Easting: 126626.96'
Northing: 128357.48'

Easting: 130938.85'
Northing: 127822.73'
Side 7: Curve
Curve direction: Counter-clockwise
Radius: [5880.421']
Arc length: 108.390'
Delta angle: 001°03'22"
Tangent: [54.197']
Chord direction: S63°44'23.00"W
Chord angle: [063°59'11"]
Deflection angle: [-116°00'49"]
Chord distance: 108.390'
Easting: 130841.64'
Northing: 127774.77'
Side 8: Line
Direction: S63°08'38.00"W
Angle: [179°55'56"]
Deflection angle: [-000°04'04"]
Distance: 1805.510'
Easting: 129230.87'
Northing: 126959.13'
Side 9: Line
Direction: N69°57'11.00"W
Angle: [-133°05'49"]
Deflection angle: [046°54'11"]
Distance: 189.190'
Easting: 129053.14'
Northing: 127023.98'
Side 10: Line
Direction: N26°52'08.00"W
Angle: [-136°54'57"]
Deflection angle: [043°05'03"]
Distance: 501.890'
Easting: 128826.31'
Northing: 127471.69'
Side 11: Line
Direction: N67°31'26.00"E
Angle: [-085°36'26"]
Deflection angle: [094°23'34"]
Distance: 1092.560'
Easting: 129835.88'
Northing: 127889.37'

Exhibit K – Red Mountain Ranch Schematic Utility Plan

APPROXIMATE LOCATION OF 90' X 33', 1.43 MG WATER STORAGE TANK. BASE ELEVATION = 6870

SEE THE HATCH MOTT MACDONALD TECHNICAL MEMO DATED 3-12-2012 FOR WATER DEMAND CALCS AND TANK SIZING

SECTION 27

SECTION 28

SECTION 34

RED MOUNTAIN RANCH PARTNERSHIP

RED MOUNTAIN RANCH TRACT F

EAGLE MEADOWS

EAGLE VALLEY COMMERCIAL PARK

LOT C-13

BLM

EAGLE RIVER

INTERSTATE 70

U.S. HWY 6

MARMOT LANE

NODAL RD.

EAGLE RIVER

CDOT ACCESS PERMIT #299174

EL. 6894.27 WATER LINE

EL. 6893.11 WATER LINE

EL. 6894.84 WATER LINE

EL. 6896.67 WATER LINE

EL. 6896.02 WATER LINE

EL. 6843.29 WATER LINE

EL. 6840.20 WATER LINE

EL. 6837.74 WATER LINE

EL. 6845.57 WATER LINE

EL. 6824.62 WATER LINE

EL. 6818.84 WATER LINE

EL. 6871.70 WATER LINE

EL. 6900.93 WATER LINE

EXISTING 12" WATER LINE

EXISTING 8" WATER LINE

EXISTING 6" WATER LINE

EXISTING 4" WATER LINE

EXISTING 2" WATER LINE

EXISTING 1" WATER LINE

EXISTING 8" SEWER LINE

EXISTING 4" SEWER LINE

EXISTING 6" SEWER LINE

EXISTING 12" SEWER LINE

EXISTING 15" SEWER LINE

EXISTING 18" SEWER LINE

EXISTING 24" SEWER LINE

EXISTING 30" SEWER LINE

EXISTING 36" SEWER LINE

EXISTING 42" SEWER LINE

EXISTING 48" SEWER LINE

EXISTING 54" SEWER LINE

EXISTING 60" SEWER LINE

EXISTING 66" SEWER LINE

EXISTING 72" SEWER LINE

EXISTING

Exhibit L – Pre-Annexation Agreements

PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 27th day of Sept., 2022 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and EAGLE MEADOWS COLORADO LLC, a Colorado limited liability company with an address of 232 West Meadow Drive, Vail, CO 81657 ("EMC") (each a "Party" and collectively the "Parties").

WHEREAS, EMC owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Property was annexed to the Town on September 15, 2006, subject to an Annexation Agreement recorded with Eagle County under Reception No. 200625191 (the "AA"); and

WHEREAS, Red Mountain Ranch Partnership LLLP ("RMR") owns the real property adjacent to the Property, as shown on Exhibit A, including Parcel A (Parcel# 193927400041) and Parcel F (Parcel #193927300040);

WHEREAS, Parcels A and F have not been annexed to the Town;

WHEREAS, EMC and RMR intend to develop the Property, along with the real property owned by RMR (the "Development);

WHEREAS, the Parties wish to set forth their understanding of the terms and conditions upon which the Development will proceed.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term and Termination. This Agreement shall commence on the Effective Date, and shall continue until an application for a Development Permit is filed for the Property, or the execution of a Development Agreement outlining more specifically the terms and conditions of the Development, whichever occurs first. If an application for a Development Permit is not filed within 3 years of the effective date of the annexation of Parcels A and F, as shown on Exhibit A, this Agreement shall automatically terminate without further action of the Parties. If Parcels A and F are not annexed by January 25, 2025, this Agreement shall automatically terminate without further action of the Parties.

2. Reserved Rights. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its residents.

3. Town's Obligations.

a. *Rezoning.* On or before January 25, 2023, the Town, at its own cost, shall finalize and act on an application to rezone the Property, which zoning shall comply with the East Eagle Sub-area Plan.

b. *Water.* Provided that EMC complies with all provisions of this Agreement and the AA, the Town shall use its best efforts to, at its own cost, design and construct the water storage tank, including the associated pipelines, booster pumps, access road and other appurtenances necessary to serve the Development within 2 years of the effective date of the annexation of Parcels A and F. Nothing in this Agreement shall prohibit the Town from imposing increased tap fees at the time of building permit issuance to recover costs associated with the water storage tank.

4. EMC's Obligations.

a. *Consent.* Upon completion of the rezoning application prepared by the Town and prior to submittal, EMC shall execute a letter authorizing the Town to rezone the Property.

b. *Subdivision.* Within 180 days of the effective date of the rezoning, EMC shall submit an application to subdivide the Property in accordance with the AA.

c. *Water Tank.* EMC shall convey to the Town, at no cost, all property and easements necessary for the construction of the water storage tank, the access road and the associated pipelines, booster pumps, and other appurtenances.

d. *Construction of Public Improvements.* Except as expressly provided herein, EMC shall construct and install all public improvements required for the Development in accordance with the AA, the zoning of the property, the to-be-negotiated Development Agreement, the Town's applicable ordinances, codes and regulations and all other applicable law.

e. *Compliance with Law.* EMC shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing

liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

5. Transportation Issues.

a. *Chambers Road.* EMC shall, at EMC's cost, finalize the design of the Chambers Road extension, including water and sewer mains, drainage system, and other underground utilities.

b. *Interchange.* EMC shall work in good faith with the Town in identifying and securing construction funding for the East Eagle Interchange (the "Interchange"), including without limitation the formation of a metropolitan district with bonding capacity, urban renewal, pursuit of state and federal funding, and EMC contributions. EMC shall convey to the Town, at no cost, all property and easements necessary for construction of the Interchange. EMC agrees and acknowledges that no Development Permit for any development that creates a need for the Interchange will be issued by the Town until full funding for the Interchange has been secured.

c. *Railroad Crossings.* EMC shall be solely responsible, at EMC's cost, for applying to the Colorado Public Utilities Commission for any necessary rail crossing permits. The Town agrees not to object to such applications, but EMC acknowledges that, even without objection, the application for such permits may cause substantial delay to the Development. EMC acknowledges and agrees that no Development Permit will be issued by the Town until all necessary rail crossing permits have been issued by the PUC.

6. Indemnification. EMC agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, in connection with, or on account of the performance of work in the Development by EMC, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town. EMC's obligation to indemnify the Town shall survive termination of this Agreement.

7. Remedies.

a. *Town.* The Town's remedies against EMC for EMC's breach of this Agreement include without limitation: the refusal to issue any Development Permit; the refusal to issue any building permit or certificate of occupancy; the revocation of any building permit in which was previously issued, but under which construction directly related to such building permit has not commenced; and any other remedy available at law.

b. *EMC.* EMC's remedies against the Town for the Town's breach of this Agreement are limited exclusively to breach of contract. In no event shall EMC be entitled to specific performance, economic damages, lost profits, consequential damages or punitive damages of any kind.

c. *Notice*. In the event of a breach by either Party, the non-breaching Party shall deliver written notice to the breaching Party of such breach and the breaching Party shall have 30 days from the date of such notice to cure the breach. If the breach is not cured, the non-breaching Party is entitled to the remedies specified above.

d. *Attorney Fees and Costs*. If any Party to this Agreement is required to commence legal action to enforce this Agreement, each Party shall be responsible for its own attorney fees and expenses in connection with such action.

8. Miscellaneous.

a. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration*. Other than the AA, which shall remain in full force and effect, this Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

e. *Notice*. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

i. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Recordation*. This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

l. *Covenants*. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town, unless this Agreement is otherwise terminated in accordance with its terms or by any Party pursuant to the terms of this Agreement. The benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties to this Agreement, except as otherwise provided herein.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

OFFICIAL SEAL TOWN OF EAGLE Est. 1905

EAGLE MEADOWS COLORADO LLC

Mervyn Lapin, manager + member

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 30 day of September, 2022, by Mervyn Lapin as manager and member of EAGLE MEADOWS COLORADO LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: August 30 2024

Notary Public

ARACELI S GERSTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124056577
MY COMMISSION EXPIRES 08/30/2024

PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 27th day of Sept., 2022 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and RED MOUNTAIN RANCH PARTNERSHIP, LLLP, a Colorado limited liability limited partnership with an address of 232 West Meadow Drive, Vail, CO 81657 ("RMR") (each a "Party" and collectively the "Parties").

WHEREAS, RMR owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Eagle Meadows Colorado, LLC ("EMC") owns the real property adjacent to the Property, also shown on Exhibit A;

WHEREAS, EMC and RMR intend to develop the Property, along with the real property owned by EMC, along with Parcel A (Parcel# 193927400041) and Parcel F (Parcel #193927300040), also shown on Exhibit A (the "Development);

WHEREAS, the Parties wish to set forth their understanding of the terms and conditions upon which the Development will proceed.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term and Termination. This Agreement shall commence on the Effective Date, and shall continue until an application for a Development Permit is filed for the Property, or the execution of a Development Agreement outlining more specifically the terms and conditions of the Development, whichever occurs first.

2. Reserved Rights. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its residents.

3. Water Storage Tank. Provided that RMR complies with all provisions of this Agreement and the AA, and provided that Eagle Meadows Colorado LLC complies with its Pre-Development Agreement with the Town dated SEPTEMBER 27, 2022 (the "EMC Agreement"), the Town shall use its best efforts to, at its own cost, design and construct the water storage tank, including the associated pipelines, booster pumps, access road and other appurtenances necessary to serve the Development within the timeframes established in the EMC Agreement. Nothing in this

Agreement shall prohibit the Town from imposing increased tap fees at the time of building permit issuance to recover costs associated with the water storage tank.

4. RMR's Obligations.

a. *Water Tank*. Developer shall convey to the Town, at no cost, all property and easements necessary for the construction of the water storage tank, the access road and the associated pipelines, booster pumps, and other appurtenances. Prior to such conveyance, Developer shall, at its own expense, annex all necessary property to the Town.

b. *Construction of Public Improvements*. Except as expressly provided herein, Developer shall construct and install all public improvements required for the Development in accordance with the AA, the zoning of the property, the to-be-negotiated Development Agreement, the Town's applicable ordinances, codes and regulations and all other applicable law.

c. *Compliance with Law*. Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

d. *Annexation*. Within 180 days of the Effective Date, RMR shall file a petition for annexation of Parcel A and Parcel F to the Town.

5. Indemnification. RMR agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, in connection with, or on account of the performance of work in the Development by RMR, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town. RMR's obligation to indemnify the Town shall survive termination of this Agreement.

6. Remedies.

a. *Town.* The Town's remedies against RMR for RMR's breach of this Agreement include without limitation: the refusal to issue any Development Permit; the refusal to issue any building permit or certificate of occupancy; the revocation of any building permit in which was previously issued, but under which construction directly related to such building permit has not commenced; and any other remedy available at law.

b. *RMR.* RMR's remedies against the Town for the Town's breach of this Agreement are limited exclusively to breach of contract. In no event shall RMR be entitled to specific performance, economic damages, lost profits, consequential damages or punitive damages of any kind.

c. *Notice.* In the event of a breach by either Party, the non-breaching Party shall deliver written notice to the breaching Party of such breach and the breaching Party shall have 30 days from the date of such notice to cure the breach. If the breach is not cured, the non-breaching Party is entitled to the remedies specified above.

d. *Attorney Fees and Costs.* If any Party to this Agreement is required to commence legal action to enforce this Agreement, each Party shall be responsible for its own attorney fees and expenses in connection with such action.

7. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* Other than the AA, which shall remain in full force and effect, this Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

i. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Recordation*. This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

l. *Covenants*. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town, unless this Agreement is otherwise terminated in accordance with its terms or by any Party pursuant to the terms of this Agreement. The benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties to this Agreement, except as otherwise provided herein.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

OFFICIAL SEAL TOWN OF EAGLE Est. 1905

RED MOUNTAIN RANCH PARTNERSHIP

Mervyn Lapin managing partner

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 30 day of September, 2022, by Mervyn Lapin as Managing Partner of RED MOUNTAIN RANCH PARTNERSHIP, LLLP.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: August 30 2024

A Gerster
Notary Public

ARACELI S GERSTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124056577
MY COMMISSION EXPIRES 08/30/2024

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF EAGLE, a Colorado home-rule municipal corporation (the "Town"), and RED MOUNTAIN RANCH PARTNERSHIP LLLP (together with its successors-in-interest, the "Owner"), to be effective upon the execution of the last Party hereto (the "Effective Date").

RECITALS

WHEREAS, on December 15, 2024, Owner filed with the Town Clerk of the Town of Eagle, Colorado, a Petition for Annexation ("Petition"), including annexation map, requesting that the Town Council commence proceedings to annex to the Town of Eagle certain unincorporated tracts of land located in the County of Eagle, State of Colorado, described on **Exhibit A** ("Parcel A" and "Parcel F" as described therein, together the "Property"), attached hereto and incorporated herein by reference;

WHEREAS, on September 23, the Town Council reviewed the Petition at its regular meeting and, by Resolution No. 62, Series 2025 the Town Council found the Petition in "substantial compliance" with C.R.S. § 31-12-107(1);

WHEREAS, the Town and Owner entered into a Pre-Development Agreement dated September 27, 2022, under which the Parties agreed to perform certain obligations to study and plan for development (the "RMR PDA"); and

WHEREAS, the Town and Eagle Meadows Colorado LLC, which owns adjacent properties that have been annexed into the Town, entered into a Pre-Development Agreement on September 27, 2022, under which the Parties agreed to perform certain obligations to study and plan for development (the "EMC PDA") (together, the "2022 Agreements");

WHEREAS, induced by and in accordance with the 2022 Agreements, the Town has expended approximately $_____ to study and prepare for development of the Property; and

WHEREAS, the Town and the Owner desire to enter this Agreement to set forth their rights and obligations concerning the annexation of the Property to the Town, the zoning and development of the Property, and related matters; and

WHEREAS, the Town Council held a duly noticed public hearing to consider the annexation of the Property on October 28, 2025, and annexed the Property by Ordinance No. 13, Series 2025 and Ordinance No. 14, Series 2025 (the "Annexation Ordinances") and zoned Parcel A as Commercial Interchange (CI) Zone District and Parcel F as Commercial General East (CGE) (the "Zoning Ordinance").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

TERMS AND CONDITIONS

1. Purpose and Intent. The purpose of this Agreement is to set forth the terms and conditions of the annexation, zoning, use, and future development of the Property. The Parties acknowledge and agree that it is their intent that this Agreement shall be enforceable as an annexation agreement, and that Owner waives any objection to the enforcement of this Agreement as a contractual obligation. This Agreement is intended to set forth the rights, obligations, and relationship of the Parties and to ensure compliance with all requirements herein, as well as all state and local statutes, rules, and regulations. The terms and conditions of this Agreement are in addition to any and all requirements of the Town of Eagle Home Rule Charter (the "Charter") and Municipal Code (the "Town Code").

2. Binding Effect. This Agreement shall be a burden upon the Property and shall be binding on and inure to the benefit of the Town and Owner. The obligations (specifically including, but not limited to, the payment of fees and compliance with any zoning requirements and covenant obligations as may be referenced herein or made applicable under the Town Code) that run with the land following approval shall include those set forth herein and in any other development approval documents, including exhibits or attachment thereto.

3. Owner's General Obligations.

   3.1. *Plans*. With input from the Town, Owner shall prepare all applications and related plans for the Project at Owner's sole cost, which applications and related plans shall comply with this Agreement and the Code.

   3.2. *Construction of Public Improvements*. The Property may be further subdivided to allow for appropriate development, creation of open space parcels, and ownership transfers of parcels, tracts and lots, in accordance with the Code. In consideration for the Town's approval of each development permit or subdivision, Owner shall construct and install all of the public improvements required for that development or subdivision in accordance with this Agreement, any subsequent agreements, the Town's applicable ordinances, codes and regulations and all other applicable law. With each development permit or subdivision, Owner shall submit a subdivision improvement agreement or development agreement, in a form approved by the Town, to guarantee and warranty the construction of the public improvements associated with that Development Permit or subdivision application.

4. Utility and Governmental Services. As of the Effective Date, the Property does not receive domestic water services from any entity, public or private. No public wastewater services are currently provided on the Property. Owner acknowledges and agrees that the Town shall not be obligated to provide any such utilities except as provided in this Section 4.

   4.1. *Water Rights Dedication*. In accordance with Section 12.26.030 of the Code, within 30 days of annexation, Owner shall convey to the Town, via special warranty deed, all water rights associated with the Property and other water rights owned by Owner, for a total of 18.36 c.f.s. from the Warren Ditch, as decreed in CA 294, CA 963 and CA1193 and as quantified in Case Nos. 84CW310 and 84CW659, District

Court in and for Water Division No. 5, as approximately 237.9 acre-feet as well as 0.39 c.f.s. from the Wilkinson Ditch as decreed in CA 963 and as quantified in Case No. 84CW659, District Court in and for Water Division No. 5, as approximately 22.66 acre-feet. In accordance with the Town's Equivalent Residential Unit ("EQR") schedule in effect at the time of this Agreement, this dedication amount is sufficient to serve 274.21 EQRs on the Property. In the event the Property is proposed to be developed with more than 274.21 EQRs, Owner shall be required to comply again with Town Code water rights dedication requirements then in effect, either with additional water rights dedication or payment of cash-in-lieu in order to serve the additional proposed EQRs. Owner shall be responsible for any and all costs, fees, and expenses, including attorney fees and consultant fees, for the Town to prosecute a water court case to allow for these water rights to be used in Owner's nonpotable irrigation system (described below) and the Town in its system as provided in Section 6.1.2, below.

4.2. *Water Utility Service.* The Property currently has no potable water service. The Town shall have no obligation to provide potable water service to the Property until the Owner has complied with the Water Rights Dedication requirement of Section 4.1 and Owner and Town have negotiated and agreed to, in writing by separate agreement, the obligations of each to construct necessary infrastructure, including but not limited to, a water storage tank, to provide potable water service to the Property, and such infrastructure has been completed and Owner has paid all fees associated with such connection in accordance with the Code. Any infrastructure to be dedicated to the Town must be inspected and accepted by the Town prior to such dedication. The Parties shall enter into a performance guarantee/security/warranty agreement prior to Owner's commencement of construction of such infrastructure, with security being at least 150% of the estimated costs of construction.

4.3. *Wastewater Utility Service*. The Property currently has no wastewater service. The Town shall have no obligation to provide wastewater service to the Property until the Owner has constructed, at its sole cost and expense, any and all infrastructure necessary to provide such wastewater service in accordance with an agreement with the Town for construction of the same and has paid all fees associated with such connection in accordance with the Code. Any infrastructure to be dedicated to the Town must be inspected and accepted by the Town prior to such dedication. The Parties shall enter into a performance guarantee/security/warranty agreement prior to Owner's commencement of construction of such infrastructure, with security being at least 150% of the estimated costs of construction.

4.4. *Nonpotable Irrigation Required*. Owner shall be required to construct a nonpotable irrigation system, to be owned and operated by Owner, to serve the Property's irrigation needs, including continued historic irrigation until development occurs. The Town and Owner shall enter into a lease agreement within 180 days of annexation whereby the Town will lease irrigation water back to Owner for such raw water irrigation. Prior to the Town applying in water court for any changes of

water rights needed for this nonpotable irrigation system to operate, Owner must provide detailed plans thereof for review and approval by the Town.

4.5. *Fire Protection Services*. Fire protection services shall continue to be provided by the Greater Eagle Fire Protection District.

4.6. *Police Services*. The Town shall provide police services to the Property upon the same basis as such services are provided to other property within the Town.

4.7. *Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services*. The Town does not provide electric, natural gas, telephone or cable TV facilities or services. Such services are available within the Town from private entities. The extension of such services to the Property is not the obligation or responsibility of the Town.

5. Zoning; Legal Non-Conforming Uses; Future Development.

5.1. *Zoning.* Owner desires and consents to Commercial Interchange ("CI") District zoning for the Parcel A and Commercial General East ("CGE") for Parcel F as set forth in the Zoning Ordinance. Upon annexation and zoning of the Property, the existing structures on the Property and existing uses of the Property (only those described herein) not permitted in the foregoing zone districts shall be considered pre-existing, legal, non-conforming structures and uses under the Town Code, Chapter 4.18, as amended. Any future changes in the Property's use shall be subject to and adhere to all zoning and building regulations of the Town that are now or in the future applicable to the Property and the applicable zoning restrictions. Any future changes in the Property's use shall, if applicable, require approval of a development plan prior to or concurrent with approval of a site plan or building permit.

5.2. *Existing uses on the Property include*: livestock grazing, hay growing and harvest operations, ditch maintenance, and off-highway vehicle use associated therewith which are legally nonconforming uses that may continue on the Property and are the only allowed uses that may continue on the Property outside the approved zoning. Owner is required to continue nonpotable irrigation of the Property unless or until Owner enters into an agreement with the Town for further development of the Property.

5.3. *Existing structures on the Property include*: There is a trailer located on Parcel A that must be removed within 45 days of this annexation agreement.

6. Fees, Dedications and Improvements for the Proposed Development of the Property. Owner agrees to pay to the Town the fees and make such dedications as set forth below and in accordance with the Code as then-in effect at time of any future land use approval made pursuant to this Agreement.

6.1. *Fees.*

6.1.1. *Fees as a Condition of Annexation*. Any fees that may be required by this Agreement and the Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent owners of any portion of the Property, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property.

6.1.2. *Processing Fees*. All fees and costs hereto incurred by the Town, including but not limited to engineering, planning, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and development review of the Property by the Town, including recording fees, and any and all other out-of-pocket costs incurred by the Town shall be paid by Owner. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

6.1.3. *Generally Applicable Impact Fees*. At the time for payment required under the Code in effect at the time such payments are required, Owner agrees to pay the associated impact fees, including without limitation the following:

6.1.3.1. Schools. Owner shall pay cash-in-lieu of conveyance of school lands in accordance with Code § 4.13.080.D, as amended.

6.1.3.2. Streets. Owner shall pay the Street Improvement Fee in accordance with Code § 4.13.220, as amended.

6.1.3.3. Fire. Owner shall pay the Fire Protection Impact Fee in accordance with Code § 4.13.230, as amended.

6.1.3.4. Public Safety. Owner shall pay the Public Safety Impact Fee in accordance with Code § 4.13.250, as amended.

6.1.3.5. Plant Investment Fees. Owner shall pay Potable Water Plant Investment and Connection Fees, and Sanitary Sewer Plant Investment and Connection Fees in accordance with Code §§ 12.16 and 12.36 respectively, as amended.

6.1.3.6. Other. Owner shall pay such other generally applicable impact fees as lawfully imposed by the Town subsequent to the execution of this Agreement.

6.1.4. *Public Service Impact Fee*. Owner shall pay a one-time fee of Five Hundred Thousand dollars ($500,000.00) within thirty (30) days of annexation.

6.2. *Land Dedication.* Owner acknowledges and agrees that, unless otherwise agreed to by the parties, as a condition of approval for any development pursuant to an approved site-specific development plan, site plan, or building permit for the Property, Owner shall be required to comply with the land dedication requirements under the Town Code applicable to such new approval for development or that would otherwise be required by this annexation, whichever is greater, or pay a fee in lieu thereof consistent with the Town Code and Fee Schedule.

6.2.1. Notwithstanding the foregoing generally applicable requirement, within 180 days of annexation, Owner shall dedicate to the Town easements and land sufficient to support the water storage tank and appurtenant infrastructure, to the satisfaction of the Town Engineer. Parties agree that there is a public need and necessity for such easements and land that permits the use of deeds in-lieu of condemnation for such dedications.

6.2.2. Notwithstanding the foregoing generally applicable requirement, upon CDOT's approval of right-of-way plans, Owner shall dedicate to the Town easements and right-of-way necessary for future construction of an interchange with Interstate 70, to the satisfaction of the Town Engineer.

6.2.3. Notwithstanding the foregoing generally applicable requirement, within one year of annexation, Owner shall dedicate to the Town a parcel of land at least 30 acres in size on Parcel A to the Town to be informed by future wildlife studies to be completed at Owner's expense.

6.3. *Specific Improvements*.

6.3.1. *Roads*. In accordance with the Code, the construction, maintenance and improvement of all roads, rights-of-way, alleyways, curbs, gutters, drainage facilities, and other appurtenances running through the Property shall be the sole responsibility of the Owner, unless otherwise dedicated to and accepted by the Town. In the event the Property is subdivided or a site-specific development plan requiring the creation, relocation, or vacation of any road, right-of-way, or alleyway is approved, the Town will consider whether Owner shall dedicate such facilities or continue to be liable for the maintenance and improvement of the created or relocated road, right-of-way, alleyway, curbs, gutters, drainage facilities, and other appurtenances.

6.3.2. *Chambers Avenue Extension*. Within 24 months of annexation, Owner shall complete design of (which must be approved and accepted by the Town Engineer/Public Works), obtain the necessary land rights therefore from the

owner of the land annexed pursuant to the Eagle River Station Annexation Plat, recorded in the Eagle County Clerk and Recorder's Records at Reception No. 200625190, and construct an extension of the existing Chambers Avenue to U.S. Highway 6, and further dedicate such improvements and real property interests to the Town after inspection and approval by the Town. The Parties shall enter into a performance guarantee/security agreement for 150% of construction costs upon completion of the design for the extension of Chambers Avenue. Such agreement shall include warranties and security for same.

6.4 *Title Policy*. Owner shall provide the Town a commitment for a title insurance policy indicating that any property conveyed to the Town is free and clear of all encumbrances whatsoever which would impair the use of the Property for the intended purpose. Further, said title commitment or an additional title commitment shall show that any property to be dedicated to the Town is free and clear of all encumbrances which would make Public Improvements and dedications unacceptable as the Town in its sole discretion determines. At the time the building permit is issued, the title insurance policy(s) shall be provided to the Town, and the premium(s) for the title insurance shall be paid by the Owner. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the Town shall notify the Owner, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town.

7. Required Studies and Plans. Owner shall provide all studies and reports required by the Code, as amended, and as set forth below:

7.1. Owner shall, at time of first subdivision, submit a Wildlife Conservation Plan as provided in Code Sec. 4.14.040.

7.2. Owner shall pay for 50% of all updated reports, studies, and engineering analyses for the construction of a new interchange with Interstate-70 as described in Section 6.2.2 above.

8. Maintenance Obligations. Owner shall, at Owner's sole expense, maintain the Property in good condition and repair at all times, including all structures, improvements, landscaping, and systems located thereon. Owner shall not create, permit, or allow any nuisance to exist, occur, or continue on the Property. In addition to the foregoing, Owner shall assume the following maintenance obligations:

8.1. *Noxious weeds and wildlife*. Owner agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds and the population of ground squirrels on the Property.

8.2. *Ownership and Maintenance Agreement*. Notwithstanding the foregoing, Owner and Town shall enter into an Ownership and Maintenance Agreement to delineate maintenance responsibilities of the Parties, including but not limited to

responsibilities relating to dedications made pursuant to Section 6.2 and 6.3 of this Agreement, and the ECO Trail.

9. Districts.

9.1. *Metropolitan District*. Subject to applicable law, Owner shall cause the inclusion of the Property into the existing Eagle River Station Metropolitan District (the "Metro District"), including any amendments to the Metro District's service plan, to finance, acquire, design, construct, operate and maintain improvements required for the Development. The Town agrees that the Metro District may exercise any and all powers and functions permitted by law in accordance with its service plan, including the provision of facilities and services to the Development. If the Metro District wishes to assume maintenance of any improvements otherwise being maintained by Owner, such assumption shall be subject to the Town's prior approval.

9.2. *Other Districts*. In addition to the Metro District, to facilitate financing, maintenance, and development of any public infrastructure necessary for the development of the Property, the Parties may agree to create one or more additional general improvement districts pursuant to C.R.S. § 31-25-601, et seq., or one or more special improvement districts pursuant to C.R.S. § 31-25-501, et seq.

10. Voluntary Agreement. Owner agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation to the Town. Owner agrees that the payment of all fees required under this Agreement is a condition of annexation and, therefore all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on Owner as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all successors in interest of Owner.

11. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or impose terms and conditions upon the Property to be annexed, Owner owns 100% of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

12. Term and Termination.

12.1. This Agreement shall commence on the Effective Date and shall continue for 20 years from the Effective Date, unless otherwise terminated as provided herein (the "Term"). If the zoning is not approved by the Town or is successfully challenged, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

12.2. If any judicial proceeding or other legal action is brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the Property to the Town, the zoning or any of the Town's resolutions or ordinances, this Agreement will remain In full force and effect through and until the 31st day following entry of a final, non-appealable order resolving such legal action, unless earlier terminated or modified by a written amendment signed by the Parties. However, to the extent any Development Permits, bull ding permits, or any other approval necessary for the Development are delayed or withheld due to the legal action described above, any obligations of Owner under this Agreement shall be tolled until resolution of such legal action.

12.3. For purposes of this Agreement, "Legal Challenge Period" means the period of time commencing upon the date of final approval by the Town Council of the zoning and ending on the 31st day thereafter.

13. Owner Representations. All representations of Owner, either oral or as set forth in the annexation and zoning applications, as amended, and all documents subsequently submitted with reference thereto, shall be considered incorporated into this Annexation Agreement as if set forth in full herein. The Town will, upon request from interested parties, including prospective purchasers of all or any portion of the Property, or lenders to be granted a security interest in all or any portion of the Property, and within a reasonable period of time (not exceeding 10 business days) following receipt of each such request, issue appropriate written certification as to the compliance, or lack thereof, with any of the provisions hereof, including any such written representations and documents.

14. Terms and Conditions as Consideration for Annexation. Owner acknowledges that the Town is under no obligation to annex any property into the Town of Eagle town limits, and thus the Town of Eagle's decision to annex Owner's Property is at the Town's sole discretion. In consideration for the Town's agreement to annex, Owner agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such conditions are a necessary condition of the Town's decision to annex the Property into the Town of Eagle municipal limits. Owner further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of Owner and that Owner has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

15. Conditions Precedent. Annexation of the Property shall not be effective and this Agreement shall not be in force until the thirtieth (30th) day following the adoption date of the latest of the ordinances or resolutions by which the Town Council approves: (i) this Agreement, (ii) the annexation of the Property to the Town, and/or (iii) zoning for the Property. Until all of the conditions set forth above have been satisfied, this Agreement shall constitute an offer by Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation and zoning of the Property shall not be effective. Consequently, at any time before such conditions are satisfied, Owner may withdraw the Petition and the offer to enter into this Agreement. If Owner withdraws the Petition or its offer to enter into this Agreement, or if final approval does not otherwise occur for any reason, then this Agreement shall be deemed void and of

no force or effect, the Property shall be deemed not annexed to the Town, and any vested property rights described herein shall be deemed not established.

16. Breach by Owner; Town Remedies. In the event of a material breach of any of the terms and conditions of this Agreement by Owner, the Town may take any action necessary or appropriate, including:

16.1. The refusal to issue any building permit, certificate of occupancy, special use permit, to Owner.

16.2. The recording with the Eagle County Clerk and Recorder of an Affidavit, approved in writing by the Town Attorney and signed by the Town Manager or his/her designee, stating that the terms and conditions of this Agreement have been breached by Owner. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Manager to file a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold until the default has been cured; an affidavit signed by the Town Manager or her designee and approved by the Town Council stating that the default has been cured shall remove this restriction and be sufficient evidence when recorded that the default has been cured.

16.3. A demand that any security given for completion of the public improvements be paid or honored.

16.4. The refusal to allow further development review for the Property.

16.5. Any other remedy available in equity or at law.

16.6. *Damages*. In the event that Owner breaches any provision of this Agreement, Owner shall pay to Town actual damages in the amount of $_____ for damages accrued pursuant to the Town's performance and Owner's breach under the 2022 Agreements.

16.6.1. *Creation of Lien.* The obligation to pay damages under this provision shall constitute a lien against the Property. Such lien shall automatically attach to the Property upon Owner's breach as provided herein without the necessity of any further action by Town. The lien created hereby shall be subordinate only to:

16.6.1.1. Liens for taxes and assessments levied by governmental authorities;

16.6.1.2. Any mortgage or deed of trust recorded prior to the Effective Date of this Agreement; and

16.6.1.3. Any other liens expressly agreed to in writing by Owner.

16.6.2. *Perfection and Enforcement of Lien*. The Town may record a notice of lien in the real property records of the Eagle County Clerk and Recorder's Office to provide notice to third parties of the existence of the lien. The lien created by this provision shall be enforceable by Town through any means provided by law. Town shall be entitled to recover all costs and reasonable attorneys' fees incurred in enforcing the lien created by this provision.

16.6.3. *Release of Lien.* Upon full payment of all liquidated damages due under this provision, Town shall execute and deliver to Owner a release of lien in recordable form within fifteen (15) business days of such payment.

16.6.4. *Survival*. The obligations set forth in this provision shall survive the termination of this Agreement and shall remain in full force and effect until all damages have been paid in full.

16.7. *Disconnection and Rezoning*. In the event that the Town notifies Owner that it has breached a material term of this Agreement, Owner agrees to, within 90 days of notice of default, file an application for disconnection from the Town pursuant to the Charter, Code, and C.R.S. § 31-12-501 et seq., or any other applicable law. Upon disconnection, Owner agrees to further rezone the property within Eagle County to "Resource" or other similar zoning designation then-in-effect.

16.7.1. *Power of Attorney*. In the event that Owner fails to perform the foregoing provision, Owner hereby appoints, designates, and authorizes the Town, as its true and lawful attorney-in-fact, to act in its name, place, and stead, with full power and authority to undertake all necessary actions to disconnect the Property from the Town boundaries and to rezone the Property as "Resource" or other similar zoning designation then-in-effect with Eagle County.

16.7.1.1. The Town shall have full power and authority to:

16.7.1.1.1. Prepare, execute, and file any and all petitions, applications, documents, and instruments necessary or appropriate to disconnect the Property from the Town boundaries pursuant to the Charter, Code, and C.R.S. § 31-12-501 *et seq*., or any other applicable law;

16.7.1.1.2. Represent my interests before any governmental body, agency, board, or commission in connection with the disconnection proceedings;

16.7.1.1.3. Apply for, process, and obtain rezoning of the Property under Colorado jurisdiction following disconnection;

16.7.1.1.4. Execute any and all documents necessary to effectuate the disconnection and rezoning; and

16.7.1.1.5. Take any other action necessary or appropriate to accomplish the disconnection of the Property from the Town boundaries and the rezoning of the Property under Colorado jurisdiction.

16.7.1.2. *Costs*. Owner agrees to reimburse Town for all costs incurred in acting as Owner's attorney-in-fact, which unpaid sums shall become a lien on the property, enforceable pursuant to Sec. 17.6.1 of this Agreement.

Unless necessary to protect the immediate health, safety, and welfare of the Town, the Town shall provide Owner 7 days' written notice of its intent to take any action under this paragraph, during which 7-day period Owner may cure the breach described in said notice and prevent further action by the Town. In the event the breach is not cured within the 7-day period, the Town will consider whether Owner has undertaken reasonable steps to timely complete the cure if additional time is required. Furthermore, unless and until an affidavit as described in subparagraph b., above, has been recorded with the Eagle County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder.

17. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the Town to impose conditions on Owner as set forth herein or over the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

18. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties, and is the total integrated agreement between the parties.

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

20. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Town Code and ordinances and the laws of the State of Colorado, and that Owner, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.

21. Indemnity.

21.1. To the fullest extent permitted by law, Owner shall indemnify, hold harmless, and defend the Town and the Town's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and

costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the annexation, any approval given during development review of the Property, or any other item contained in, related to, or arising from this Agreement.

21.2. Owner shall reimburse the Town at the Town's direction for all legal fees, expenses, and costs incurred in any action brought against the Town as a result of the Town's approval of this annexation, and shall reimburse the Town for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the Town to take any position, stand, or proceed with any action or referendum position other than as the Town Council, in its sole discretion, decides.

22. Attorney Fees; Survival. Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees.

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

Notice to the Town:	Town of Eagle 200 Broadway P.O. Box 609 Eagle, CO 81631
With a copy to:	Karp Neu Hanlon, P.C. 201 14th Street, Suite 200 P.O. Drawer 2030 Glenwood Springs, CO 81601
Notice to Owner:	Red Mountain Ranch Partnership, LLLP _____ _____ _____
With a copy to:	_____ _____ _____ _____

24. Recording/Binding. This Agreement shall be recorded in the public records of Eagle County, Colorado and shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and the heirs, successors, and assigns of the parties hereto.

25. Severability. In the event that one or more of the provisions, or portions thereof, of this Agreement are determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remaining provisions or portions thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law and in such manner as shall best respect and accomplish the intent of the Parties in entering into this Agreement.

26. Facsimile, Email. A facsimile, email or other legally recognized reproduction of this Agreement may be executed by the parties and shall be considered valid, binding and effective for all purposes. At the request of either party, the parties agree to execute an original of this Agreement. This Agreement may be executed in counterparts and as executed shall constitute one Agreement binding on all of the parties hereto notwithstanding that all parties are not signatory to the original or same counterpart,

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

By _____
_____, Mayor

ATTEST:

_____
Town Clerk

RED MOUNTAIN RANCH PARTNERSHIP, LLLP

By _____
Name _____
Title _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2025 by _____ as _____ of Red Mountain Ranch Partnership, LLLP.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT A
(Annexation Petition and Annexation Maps)

Attachment B

Red Mountain Ranch Water Right Ownership in changed Warren Ditch and Wilkinson Ditch Water Rights

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		(10)		(11)		(12)		(13)		(14)		(15)		(16)		(17)		(18)		(19)		(20)		(21)	
Water Right Name	WDID	Case No.	Adj. Date	Ap. Date	Admin No.	Priority	Total Absolute	Case No. 84CW659		Case No. 84CW310		Sub-Total (RMR Quantified Ownership)		Assigned RMR Filing 2 & 4 (Canyonwood)		2008 Quit Claim Sale to Town of Eagle		Remaining Net Total Owned by RMR		2021 TOE Potable Water Dedication		2021 TOE Raw Water Dedication		Remaining Unassigned Total 2021		RMR Acquired Rights from Nogal Parcel		Total 2021 RMR Dedication to Town of Eagle		2025 TOE Dedication for Parcels A & F		Remaining Unassigned Total 2025	
								(cfs)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)	(cfs)	(af)			(cfs)	(af)
Warren Ditch	3700848	CA294	1889-12-17	1885-04-20	12894.00000	32	3.70	3.179		0.373		3.55		0.22		0.66		2.67		0.65		-		2.02		-		0.65		0.46		1.56	
		CA294	1889-12-17	1889-10-09	14527.00000	95	2.40	2.074		0.243		2.32		0.15		0.43		1.74		0.42		-		1.32		-		0.42		0.30		1.02	
		CA294	1889-12-17	1889-10-09	14527.00000	96	1.60	1.375		0.161		1.54		0.10		0.29		1.15		0.28		-		0.87		-		0.28		0.20		0.67	
		CA963	1936-10-03	1922-10-01	30894.26571	450	11.83	8.825		1.035		9.86		0.62		1.84		7.40		1.79		-		5.61		-		1.79		1.26		4.35	
		CA1193	1958-07-23	1952-04-30	38753.37375	534	15.00	13.425		1.575		15.00		0.94		2.79		11.27		2.73		-		8.54		-		2.73		1.92		6.62	
Total Warren Ditch							**34.53**	**28.878**	**374.09**	**3.387**	**43.88**	**32.27**	**417.97**	**2.03**	**26.28**	**6.01**	**77.78**	**24.23**	**313.9**	**5.87**	**76.01**	**-**	**-**	**18.36**	**237.90**	**-**	**-**	**5.87**	**76.01**	**4.14**	**53.625**	**14.22**	**184.28**
Wilkinson Ditch	3700858	CA294	1889-12-17	1887-10-30	13817.00000	59	3.10	-		-		-		-		-		-		-		-		-		0.26		0.26		-		-	
		CA963	1936-10-03	1915-10-30	30894.24043	427	5.60	0.720		-		0.72		-		0.15		0.57		0.04		0.14		0.39		0.42		0.60		-		0.39	
Total Wilkinson Ditch							**8.70**	**0.720**	**42.04**	**-**	**-**	**0.72**	**42.0**	**-**	**-**	**0.15**	**8.74**	**0.57**	**33.3**	**0.04**	**2.51**	**0.14**	**8.13**	**0.39**	**22.66**	**0.68**	**14.90**	**0.86**	**25.54**	**-**	**-**	**0.39**	**22.66**
Total Warren and Wilkinson Ditch								**29.60**	**416.13**	**3.39**	**43.88**	**32.99**	**460.01**	**2.03**	**26.28**	**6.16**	**86.52**	**24.80**	**347.21**	**5.91**	**78.52**	**0.14**	**8.13**	**18.75**	**260.56**	**0.68**	**14.90**	**6.73**	**101.55**	**4.14**	**53.625**	**14.61**	**260.56**

Notes: ToE - Town of Eagle; RMR - Red Mountain Ranch; CU - consumptive use; AF - acre-feet; ac - acre

Col 8 = Total decreed water right, absolute.

Col 9 = Identified Red Mountain Ranch water right in Case. No. 84CW659. Historical consumptive use quantified for 241.6 ac at 1.73 AF/ac, for a total of 416 AF.

Col 10 = Identified Red Mountain Ranch water right in Case. No. 84CW310. Historical CU quantified for 25.4 ac at 1.73 AF/ac, for a total of 44 AF.

Col 11 = Col 9 + Col 10

Col 12 = Red Mountain Ranch Filing 2 & 4 and Parcel L residential uses assigned demands from 84CW310. Does not include 10 acres of irrigation or pond evaporation.

Col 13 = Col 9 x 20.8%, per Warranty Deed Dated August 20, 2008 (Eagle River Station). Warranty Deed conveys 86.5 AF of CU decreed in Case No. 84CW659, including an undivided 20.8% interest in the water rights included in that decree.

Col 14 = Col 11 - Col 12 - Col 13

Col 15 = Proposed dedicated credits based on SGM May 22, 2019 memo to meet dedication requirements for the approved Planning Areas 1 through 6.

Col 16 = Proposed dedicated credits for continued raw water irrigation based on SGM May 22, 2019 memo to meet dedication requirements for the approved Planning Areas 1 through 6.

Col 17 = Col 14 - Col 15 - Col 16. Remaining unassigned 84CW310 and 84CW659 Credits

Col 18 = Water Rights associated with 14.3 acre Nogal Parcel acquired by Red Mountain Ranch. CU of Nogal Parcel has not been quantified in a decree, but was estimated at 14.9 AF by Wilson Water Group (See 11/7/2018 Wilson Water Group Memo titled "Red Mountain Ranch EQR Assessment and Preliminary Historical Consumptive Use Analysis of Parcels 1 and 2"). Water Right amounts sourced from 2018 Wilson Water Group memo, which sourced amounts from Zancanella and Associates memo to Scott Balcomb; re: Shapiro Property/ Nogal Parcel #2; Dated Dec 20, 1994. Note, the Nogal Parcel has also been referred to as the Nogal Parcel #3 in other documents.

Col 19 = Col 15 + 16 + 18. Total to be dedicated to ToE from RMR, based on SGM May 22, 2019 memo to meet dedication requirements for the approved Planning Areas 1 through 6. Amount to be dedicated matches dedication requirement from Table 1.

Col 20 = Proposed dedicated credits for annexed Parcel A and Parcel F. Red Mountain Ranch proposes to convey all of the water rights historically used on Parcels A and F at the time of annexation to be dedicated to the future development of these parcels. Red Mountain Ranch is not aware of any water rights used on or associated with Parcel A. All 30.997 acres of Parcel F were historically irrigated by the Warren Ditch, associated with 53.625 AF of historical consumptive use credits, all of which will be conveyed to Town of Eagle.

Col 21 = Col 17 - Col 20. Remaining unassigned 84CW310 and 84CW659 Credits.

The Town requests that all of these water rights are dedicated with this annexation. This equates to 274.25 EQRs under today's Code.

DRAFT

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 70
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF REAL PROPERTY LOCATED IN UNINCORPORATED EAGLE COUNTY (EAGLE MEADOWS ANNEXATION NO. 1 AND NO. 2)

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Eagle Meadows Annexation No. 1 and No. 2 (the "Property");

WHEREAS, by resolution adopted on September 23, 2025, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on October 28, 2025, the Town Council conducted a properly-noticed public hearing to determine if the Property is eligible for annexation to the Town.

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

Section 1. The applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future, and the Property is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met, in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a Town boundary more than three miles; the Town has in place a plan for said three-mile area; and, in establishing the boundaries of the Property, the entire width of any street or alley is included within the Property.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, which will be considered and approved separately.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 28, 2025.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Camille Deering, Town Clerk

Exhibit A:

Legal Description Eagle Meadows NO.1

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:

1) S. 71°10'11" W. 745.46 FEET
2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
3) S. 63°07'52" W. 2657.12 FEET

THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:

1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
2) N. 69°57'24" E. 319.80 FEET
3) N. 76°23' 39" E. 2300.20 FEET
4) N. 77°08'24" E. 565.86 FEET

TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:
LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.
AS SURVEYED:
A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED

ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";
THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;
5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL

NO. 2, THE FOLLOWING THREE (3) COURSES:

1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.
HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS EAGLE MEADOWS NO. 1 ANNEXATION TO THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

Legal Description Eagle Meadows NO. 2

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO
EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.
AS SURVEYED:
A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO.

91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;
THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;
THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE

MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 71
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT TO THE EAGLE MEADOWS ANNEXATION NO. 1 AND NO. 2

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Eagle Meadows Annexation No. 1 and No. 2 (the "Property");

WHEREAS, by resolution adopted on September 23, 2025, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on October 28, 2025, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on October 28, 2025, the Town Council considered the associated Annexation Agreement (the "AA"); and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the AA be approved.

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

Section 1. Findings. The Town Council finds the AA complies with the applicable provisions of the Eagle Municipal Code and that approval of the AA is in the best interests of the public health, safety, and welfare.

Section 2. Decision. Based on the foregoing findings, the Town Council approves the AA.

Section 3. Annexation Agreement. The AA 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 AA on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 28, 2025.

TOWN OF EAGLE, COLORADO

_____

Scott Turnipseed, Mayor

ATTEST:

_____

Camille Deering, Town Clerk

Exhibit A:

Legal Description Eagle Meadows NO.1

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:

1) S. 71°10'11" W. 745.46 FEET
2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
3) S. 63°07'52" W. 2657.12 FEET

THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:

1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
2) N. 69°57'24" E. 319.80 FEET
3) N. 76°23' 39" E. 2300.20 FEET
4) N. 77°08'24" E. 565.86 FEET

TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:
LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.
AS SURVEYED:
A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED

FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE SOUTH 75° 13' 25" EAST, A DISTANCE OF 1826.30 FEET TO THE MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 76° 25' 05" EAST, A DISTANCE OF 1373.21 FEET;
2. THENCE NORTH 77° 11' 16" EAST, A DISTANCE OF 599.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH 88° 38' 40" EAST, A DISTANCE OF 818.92 FEET FROM CORNER NO. 2 OF SAID TRACT 57,

ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";
THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;
5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL

NO. 2, THE FOLLOWING THREE (3) COURSES:

1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.
HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS EAGLE MEADOWS NO. 1 ANNEXATION TO THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

Legal Description Eagle Meadows NO. 2

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO
EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.
AS SURVEYED:
A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO.

91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;
THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;
THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE

MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 13
(Series of 2025)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN EAGLE COUNTY AND ZONING THE PROPERTY COMMERCIAL INTERCHANGE (PARCEL A OF EAGLE MEADOWS ANNEXATION NO. 1 AND NO. 2)

WHEREAS, Eagle County ("Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on July 10, 2025, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on September 23, 2025, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on October 28, 2025, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on October 28, 2025, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Commercial Interchange ("CI"); and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, and that the Property be zoned CI.

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

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. Zoning.

a. The Town Council hereby finds and determines that the CI zoning satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, upon the effective date of this Ordinance, the Property is zoned CI.

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.

Section 5. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON OCTOBER 28, 2025.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Camille Deering, Town Clerk

Exhibit A:

Legal Description Eagle Meadows NO. 2

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO

EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;

THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W -S27 - TR58-1 | TR57-2 - 1918";

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;

THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;

2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;

2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS. ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS. ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 14
(Series of 2025)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN EAGLE COUNTY AND ZONING THE PROPERTY COMMERCIAL GENERAL EAST (PARCEL F OF EAGLE MEADOWS ANNEXATION NO. 1 AND NO. 2)

WHEREAS, Eagle County ("Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on July 10, 2025, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on September 23, 2025, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on October 28, 2025, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on October 28, 2025, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Commercial General East ("CGE"); and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, and that the Property be zoned CGE.

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

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. Zoning.

a. The Town Council hereby finds and determines that the CGE zoning satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, upon the effective date of this Ordinance, the Property is zoned CGE.

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.

Section 5. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON OCTOBER 28, 2025.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Camille Deering, Town Clerk

Exhibit A:

Legal Description Eagle Meadows NO.1

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:

1) S. 71°10'11" W. 745.46 FEET
2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
3) S. 63°07'52" W. 2657.12 FEET

THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:

1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
2) N. 69°57'24" E. 319.80 FEET
3) N. 76°23' 39" E. 2300.20 FEET
4) N. 77°08'24" E. 565.86 FEET

TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:
LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO

THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.
AS SURVEYED:
A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE SOUTH 75° 13' 25" EAST, A DISTANCE OF 1826.30 FEET TO THE MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 76° 25' 05" EAST, A DISTANCE OF 1373.21 FEET;
2. THENCE NORTH 77° 11' 16" EAST, A DISTANCE OF 599.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH 88° 38' 40" EAST, A DISTANCE OF 818.92 FEET FROM CORNER NO. 2 OF SAID TRACT 57, ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";

THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 |TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;

5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2, THE FOLLOWING THREE (3) COURSES:

1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS.
ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.
HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS EAGLE MEADOWS NO. 1 ANNEXATION TO THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.