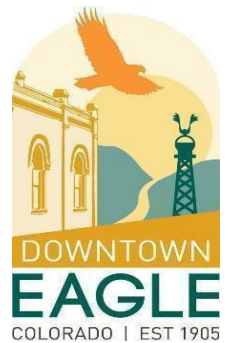


EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
Eagle Town Hall | 200 Broadway, Eagle, CO 81631
Castle Conference Room
Tuesday, January 20, 2026 | 1:00PM

Public WiFi – Town of Eagle WiFi

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



Meeting Access

This will be an in-person meeting with additional access via MS Teams.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 252 712 474 991 64

Passcode: Et2oJ9eR

Dial in by phone

[+1 469-770-0416](tel:+14697700416), [92675162](tel:+192675162) United States, Kaufman

[Find a local number](#)

Phone conference ID: 926 751 62#

1. Call to Order and Roll Call

2. Admin

- a. New Member Oath – Keith Carrieri
- b. Welcome Andrew Atkins

3. Disclosure of Any Conflicts of Interest Related to Agenda Items

Pursuant to Section 31-25-819, C.R.S regarding conflict of interest, board members and employees of the DDA must disclose significant financial interest and avoid voting or participating in related matters. Violations can lead to dismissal or forfeiture of office.

4. Public Comment

Comments are welcome on items not listed on the following agenda. Public comments are limited to three (3) minutes.

5. Approval of Minutes

- a. Minutes dated November 18, 2025
- b. Minutes dated December 16, 2025

6. Updates (as needed)

- a. DDA Financials – questions for Troy?
- b. EVC
- c. Eagle Chamber
- d. Town Department Update – questions for staff?

7. Business & Discussion Items

- a. Resolution 01-2026: Petition for Inclusion
- b. Request for 2025 Funding Agreement Amendment – EagleARTS / ARTSPaCE
- c. DDA Presentation at Town Council, January 27 – 6:00PM
 1. Proposal for Commercial Vacancy Fee within the DDA District
- d. Concept Planning for Street Activation
 1. Define Work Session Date, Location, Attendee List
- e. Request to research and modify bylaws to increase number of board members
- f. 112 2nd Street (Old Town Hall)

8. Future Meetings / Agenda Items

- a. Planning for Street Activation Work Session
- b. March 3 Work Session with Town Council
 - 1. Provide staff with DDA priorities to inform 2026 strategic planning per downtown
- c. State Training – TIF 101
 - 1. Invite Staff/Assessor/Town Council members to attend

9. Adjourn – 3:00 PM



OATH

I, KEITH CARRIERI, so solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances and Codes of the Town of Eagle, and that I will faithfully perform all duties of Downtown Development Authority Board of Directors, upon which I am about to enter.

Sworn to this ____ day of _____, 2026.

Member Signature

ATTEST:

Nikki Davis
Economic Development & Housing Specialist
Town of Eagle



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Date: Tuesday, Nov. 18, 2025 | 1:00PM – 3:00PM **IN-PERSON**

Welcome + Roll Call: Called to order at 1:00

Board Members Present: Scott Schloser, Marci Leith, Greg Schroeder, Bryan Woods, Jake Roach, Lachie Thomas

Others present: Nikki Davis, Troy Bernberg

Disclosure of any conflict of interest: None

Public comment: None

Minutes Approval Jake motioned to approve the September 16th minutes seconded by Marci
Approved 6-0

Updates

- DDA Financials - Troy
- EVC
- Eagle Chamber
- Town Department Update
 - Explore Eagle Wayfinding plan

Business Items

- 2025 Municipal Election Results
- DDA Vacancy Applications
 - Keith Carrieri - Inner Light Juice
 - Brian Burgess - Vail Valley Wellness
 - The board tabled this item until their December 16, 2025 meeting.
- Town Council DDA Appointee
- 2026 Board Administration and Staff Support

Future Agenda Items

- Bryan Woods - Resolution, Petition for Inclusion
- Workshop - 2nd street Activation

Adjourn: Marci motioned to adjourn, Seconded by Scott - adjourned at 3:00pm



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Date: Tuesday, Dec, 16, 2025 | 1:00PM – 3:00PM **IN-PERSON**

Welcome + Roll Call: Called to order at 1:02

Board Members Present: Scott Schloser, Marci Leith, Greg Schroeder, Bryan Woods, Lachie Thomas

Board Members Absent: Jake Roach

Others present: Nikki Davis, Troy Bernberg, Mick Daly, Keith Carrieri, Brian Burgess

Disclosure of any conflict of interest: None

Public comment: None

Minutes Approval: Minutes approval delayed to Jan. 20th meeting

Updates:

- DDA Financials - Troy
- EVC
 - Developer Forum Discussion
- Eagle Chamber
- Town Department Update
 - Town Council update
 - Q3 2025 Sales Tax Report
 - Explore Eagle Wayfinding plan

Business Items

- Town Council Reintroduction to DDA
- DDA Vacancy Introductions
 - Keith Carrieri - Inner Light Juice
 - Brian Burgess - Vail Valley Wellness
 - Marci motioned to recommend Keith Carrieri to fill the vacancy and was seconded by Scott. Motion carried.
 - Bryan motioned to direct Town staff to establish a DDA attorney and amend the bylaws to increase the number of board members to include an Alternate. Motion was seconded by Scott. Motion carried.
- Town Council DDA Appointee
- Concept for Closing Streets for Activation

Future Agenda Items

- State Training – TIF 101

Adjourn: Bryan motioned to adjourn, Seconded by Lachie - adjourned at 3:12pm



To: Mayor and Town Council
From: Melissa Daruna, Interim Town Manager
Date: January 13, 2026
Re: Town Manager Report

Administration and Organization Updates

Town Manager Transition

In December we celebrated Larry's retirement from the Town of Eagle. We are grateful for his leadership and dedication to our organization and community and hope he is enjoying his first few weeks of retirement!

With the transition, I have been honored to step into the role as Interim. Knowing that changes in leadership can often bring a sense of unsteadiness to staff, I have primarily focused on being available to answer questions, checking in with individual teams, meeting with department leadership and setting the stage for this next chapter at the organization. Welcoming new Council Members has also been a wonderful opportunity to encourage staff to focus on our next steps and incorporate new energy into our day-to-day service.

Open Positions & Coverage

In December we also said farewell to Community Development Director Peyton Heitzman. We are sad to see her leave but very excited for her to take on her new role at the County. Peyton's leadership and strong focus on the culture and wellbeing of the Community Development Department will have a lasting impact.

We are incredibly grateful to have Kyle Brotherton on the team, who has agreed to serve as Interim Community Development Director while we conduct a search to officially fill the role.

Also in Community Development, we continue our search for a Building Official. We will be reposting and pushing the opportunity out to a broader network in January, in addition to conducting interviews with current applicants.

Our Senior Accountant, Kelly Huitt, left the Town for another opportunity in the area in December as well. We are so grateful for Kelly's dedication to the Town and wish her the best in her new role. Rachel and the Finance team acted quickly to bring in contracted temporary assistance for certain finance tasks. Now, with Jill back from maternity leave, the department will reassess roles and tasks to determine the best staffing structure moving forward.

Our amazing Town Clerk, Camille Deering is due back from maternity leave later this month. We are so fortunate to have assistance from Nikki Davis and Gram Dick during her leave. They have kept meetings running smoothly, public postings up to date and business licenses moving along.

We remain understaffed in Public Works and will be working hard in the new year to push those opportunities and hopefully fill critical roles in our field staff. We are very fortunate to have such a dedicated team across Public Works who can keep the department and service to the community moving forward.

Council Onboarding

We are thrilled to have welcomed our new Council and Mayor on December 9th. Stay tuned more details on additional onboarding information and organizational work sessions as we ring in the new year.

I will be working closely with Mayor Woods, Richard, CIRSA and CML to bring additional training opportunities to the Council as well. Our first one of 2026 will be with Nick Cotton-Baez from CIRSA on January 27th from 4 – 5:30 p.m.

Strategic Planning

With the conclusion of the last five-year strategic plan at the end of 2025 and the election and appointment of new Council members, we are primed to develop our next five-year strategic plan and establish a strong vision for the future of Eagle. In the packet for the January 13th Town Council Meeting there are two proposals for Strategic Planning consultants for Council to consider. Both consultants are ready to begin working in February with the intention of conducting a two-day strategic planning retreat in March. Our goal is to have a final strategic plan for adoption by June.

Special Projects

Over the last month a number of special projects have been brought to staff's attention. While these projects bring great community connection and benefit, it is critical that Council provide clear direction on which are top priorities so we can allocate staff time and resources accordingly. I strongly encourage Council to bring project ideas to Mayor Woods and me as well as to the rest of the Council during the Council Discussion portion of meetings. This will allow us to ensure the entire Council is in support of moving forward on a project and allocating time and resources to it. Below are some updates on current or upcoming (revisited) projects:

Pickleball by Town Park

Eagle County is finishing up their geothermal project adjacent to Town Park. As part of their wrap up, they will be replacing the former turf area with other amenities and water-wise landscaping. One concept they are exploring is including pickleball courts. The County is interested in the Town's perspective on this. Staff have expressed general support for more community assets near the park but noted that strong community engagement in this plan is necessary as the site is adjacent to residences. The County is also in discussions with Mountain Recreation about the plan. I welcome any feedback Council has on the idea so I can share it with County Manager Shroll.

Eagle River Park

The Eagle River Park Coalition was seeking support for a Great Outdoors Colorado (GOCO) grant application this month. I was able to connect with our GOCO grant officer and explain the project idea: seeking approximately \$125,000 in grant funds to establish a plan for a new/renovated wave feature at the start of the whitewater park. Unfortunately, the proposal did not sound competitive for this grant round, but GOCO was able to provide additional grant resources and recommendations for making a future application more competitive. As a reminder, GOCO has recently funded projects at the Haymaker Trailhead including the Eagle Bike Park, upgrades to the BMX track, the planning and design for the Eagle Skate Park, and the rebuild of the Eagle Pool. GOCO also provided funding for the initial construction of the Eagle River Park.

Staff is eager to get Council's perspective on prioritizing additional planning and construction of features at the Eagle River Park. While the Eagle River Park Coalition is extremely knowledgeable, dedicated and coordinated, they will need staff time and support to move grants forward. Additionally, in the 2024 community survey, additional investments in the River Park ranked quite low. As a result, the River Park is not a top priority for staff's workflow this year. Staff can certainly reprioritize, however, based on Council's direction.

Senior Light / Street Pole Banners

Eagle Valley High School and the Town of Gypsum are looking for creative, community-focused opportunities to celebrate graduating seniors with a personalized light/street pole banner. The Town of Gypsum is working to coordinate the poles near the High School and throughout Gypsum. The High School is also interested in involving the Town of Eagle. The program would allow families to purchase a banner for their senior, which would include their photo, to be displayed in the spring, during graduation season. Once the banners are taken down the families get to keep them.

Funding for the project would come from the student families, the school and the respective Town where the

poles are located. Staff did some preliminary work to determine which poles in Eagle could be used for this project, as well as created some estimates for necessary hardware we would need to purchase. The estimated total for the Town to participate in the project, excluding staff time, is about \$5,500 and could support the 84 seniors from Eagle. The Town does not have allocated resources for this project in 2026, but staff are open to reallocating resources based on Council's direction.

East Eagle & North Broadway

Staff continue to be involved in discussions around the future sale, development or visions for East Eagle and North Broadway (the parcels along the Eagle River just north of downtown and across from the Eagle River Park). These conversations continue to evolve based on the desires of prospective developers, the needs of the landowners, and interest of the community. Over the last few years, staff have spent many hours working on these potential projects. As we head into new and continued discussions, I am eager to get Council's perspective on these sites and the potential projects in our strategic planning sessions so we can allocate time and resources according to priorities.

Community Partner Updates

The Town, through various staff and departments, maintains strong relationships with community partners in the government, nonprofit and private sector. When we have important updates on those relationships or the work our partners are doing, I will provide it here.

Mountain Recreation

In 2026, Mountain Recreation will embark on its first comprehensive plan. They have asked me to serve on the advisory committee for the plan. The project will include evaluating current services as well as the feasibility of future services, facilities and programs. This planning effort will be a great opportunity for the Town to also gauge the community's interests and needs for recreation.

Rodeo Rink & Vail Yeti

The Town has been working with the Eagle Chamber and local businesses to help drive visitors to the Rodeo Rink and the Yeti hockey games into to Town. We aim to gather sales tax and mobility data for the winter months to better understand the economic impact. Additionally, staff continue to be in touch with Mountain Recreation and the County about the future of the Rodeo Rink once Dobson Ice Arena reopens.

Eagle County – Land Use Code Rewrite

As you may know, Eagle County is working through their own version of ReCode by updating their land use code. The project is being led mostly by the County Attorney's office and staff have been tracking major updates. We will bring any necessary updates to the Council in the future.

Regional Housing Planning & Multijurisdictional Housing Authority

Eagle County has been working with partners across the valley to coordinate the State-required regional housing assessment and planning initiatives. Additionally, the County and the Town of Avon have been spearheading discussions and community engagement around the potential for a multijurisdictional housing authority. The representatives for these projects are eager to provide Council more details and will be scheduled to present at a Council meeting in the coming months.

Please let me know if there are other partners or projects you would like to hear about.

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 in 2026:

| Date | Topic |
|-------------------|--|
| <i>January 6</i> | <i>WUI Code Updates</i> |
| February 3, 2026 | Town of Eagle Organization & Operations |
| March 3, 2026 | Advisory Committees & Community Partners |
| April 7, 2026 | Long-Range Planning |
| May 5, 2026 | TBD |
| June 2, 2026 | TBD |
| July 7, 2026 | TBD |
| August 4, 2026 | TBD |
| September 1, 2026 | TBD – Budget Tentative |
| October 6, 2026 | TBD – Budget Tentative |
| November 3, 2026 | TBD |
| December 1, 2026 | TBD |

To: Mayor and Town Council
From: Melissa Daruna, Interim Town Manager, and Department Leads
Date: January 13, 2025
Re: Department Updates for December 2025

December 2025

ASSISTANT TOWN MANAGER

STAFF AND DEPARTMENT SUPPORT:

In December Melissa coordinated the transition with Larry's retirement, met with department leadership, and continued to fill in for staff out on leave. Melissa coordinated the send-off for outgoing Council Members, the welcome and training of newly elected Council Members and began council onboarding. She also coordinated the Council vacancy posting and applicants.

- Continued work on transition planning for the Town Manager position.
- Provided personnel support for staff and HR, including ongoing support while staff was on medical leave.
- Continued to provide support as Acting Town Clerk with immense support from Nikki Davis and Gram Dick.
- Coordinated new Council swearing in, onboarding and training.
- Coordinated farewell for outgoing council members and Town Manager.

ECONOMIC DEVELOPMENT

December 2025

Economic Vitality Committee (EVC)

- Members of staff and the EVC held our year-end meeting at The Collective on Second, followed by a social hour for merriment and team building.
- A tremendous thank you to the talented and dedicated members of the EVC for their guidance and expertise in developing the (*NOW LIVE*) town-wide [Business Advancement Program](#)!

Downtown Development Authority (DDA)

- The board interviewed two applicants to fill a vacancy. The applicants were Keith Carrieri with Inner Light Juice and Brian Burgess with Vail Valley Wellness.
- A recommendation will be made to Town Council on January 13 with the intention of seating the new member at the DDA's January 20 meeting.
- Downtown Eagle Project Investment Program – Another project closeout reminder was sent to the 2025 grantees encouraging businesses to wrap up their initiatives and file for reimbursement if they are ready. Grantees must file by February 1 and demonstrate project completion by February 28.



HOUSING

December 2025

- Staff met Eagle County Housing to discuss the following:
 - Modifying the scope of services under the Town's Intergovernmental Agreement (IGA) with The Valley Home Store, as the agreement enters its final year of renewal, and as currently defined in the existing terms. More specifically, staff shared that we are taking the initial steps to bring the Local Employee Residency Program (LERP) management in-house through a multi-year, phased approach, including leveraging Community Development's upcoming software upgrade.
 - Scheduling a future presentation to Town Council on the [Regional Housing Solutions](#) planning effort. Staff shared that presentations from advisory groups, partner agencies, and neighboring jurisdictions are anticipated in late February or early March, following a staff-led 'Town of Eagle 101' work session on February 3.

SUSTAINABILITY

December 2025

Staff worked throughout the month to finalize data verification in our energy management system, taking a close look to ensure accuracy of all energy and transportation data for the last 5 years. Data will be entered into our upcoming GHG inventory for town operations, so we will have a clear picture of our progress since the setting of our net zero goals in 2021.

Community Development and Sustainability met with Lotus Engineering & Sustainability to provide direction for our EEOP (exterior energy offset program) training, to ensure we can best serve our residents by providing clear explanations of the program, how to use the calculator, and how the program supports our goals.

The compost project continues. Shawn Bruckman with Pedogenic Solutions, LLC has completed the baseline data gathering effort to determine how many residents are using their curbside compost bins, common barriers to participation, and success stories. These will be debriefed with town staff and incorporated into a social norming effort in the spring. Stay tuned for more data to support improved waste diversion in town. The updated contract with Vail Honeywagon has been executed. Staff will continue to work with Council and Vail Honeywagon to incorporate future contract amendments when necessary, based on project results.

Resource Central published their annual report. This version includes Eagle-specific data, as we participated in their Garden in a Box program. This program provides ready-to-plant waterwise perennials to help reduce resident water use and to promote climate-appropriate plants that can survive better in Eagle's climate. [Check it out here.](#)

This year, the Green Team decided to partner with Public Works to plant a tree in a sustainability champion's honor each year. This will help us generate sustainability engagement among staff and maintain our Tree City USA recognition. The 2025 Sustainability Champion was Spencer Brown, recognized for his efforts to get around town sustainably, limit waste by using reusable products, and for constantly encouraging his team to embody our net zero goals and celebrating them along the way.

SPECIAL EVENTS

December 2025

- The town produced the annual Christmas on Broadway, which featured the Jingle Jog, Wassail Fest, Santa's Igloo and Parade. Special thanks to our community partners; Eagle County, Town of Avon, Valley-wide first responders, Santa, Denise Cardoza, and volunteers. This year we rerouted the direction of the parade traveling from South to North. Feedback from the new direction was positive. Opportunities for next year:
 - Begin the Jingle Jog later in the day for less impact on businesses.
 - Holiday Art Market would be more impactful if was included in Saturday's events.
- Judging for the town's Holiday Lighting Contest took place on December 17. Winners for Most Creative, Most Classical, Most Clark Griswold, and Kid's Choice.
- Town liaison for December events: WassailFest, Holiday Art Market, Jingle Jog, St. Mary's Our Lady of Guadalupe
- Event preparation for January events: 12th Night Christmas Tree Burning and Discos on Ice.
- December MEAC meeting included a presentation by Brian Kunkel (2nd Street Tavern). Brian provided a 5-page document on ways MEAC and local businesses can build synergy and boost ROI from events and marketing.
- MEAC discussed ways the Town could help drive visitation from the Rodeo Rink and Vail Yeti Hockey games.
- Kaleidoscope Productions provided the lighting orbs to display on Town Hall.
- Ashley and I were guests on KZYR's Last DJ to promote the town and DISCOVER EAGLE.
- Weekly meetings with Ashley LaFleur, Communications Specialist. Discussions on promoting DISCOVER EAGLE and free WIFI at the Rodeo Rink compliments of Eagle Broadband.
- Helped coordinate Larry's going-away Pardee.
- Coordinated meeting with Chad Milam and Kevin Aoki to help with marketing and branding ideas for Eagle Broadband.
- Marketing responsibilities include; updates to eagleoutside.com, Hwy 6 sign, and Instagram. Town's IG account has over 4,000 followers with 11k views in the last 30 days.
- Employee Engagement: Planned Town of Eagle's Employee Holiday Party.



COMMUNICATIONS

- Social media posts in English and Spanish;
 - Town of Eagle Open Space and Trails Seasonal Closures
 - Public Works Installing Decorations (FB Story)
 - Jingle Jog 5k
 - Holiday Lighting Contest
 - Christmas on Broadway
 - WassailFest
 - Dec 9. Town Council Meeting
 - Standing Ovation for outgoing council (FB Story)
 - New Council swearing-in (FB Story)
 - Holiday Art Market
 - Wayfinding Plan: Final Design Community Survey
 - Town Council vacancy
 - Curbside composting project off to an amazing start
 - Christmas on Broadway recap
 - Old Town Hall Begins a New Chapter
 - Eagle to Roll Out \$120,000 Business Advancement Program
 - Town Adopts Affordable Housing Accelerator Project
 - Celebrate Sustainably: Holiday Recycling & Composting Tips
 - Holiday Closures: What to Know About Closures & Trash Pickup (Christmas & New Year's)
 - Holiday Lighting Contest Thank You
 - Community Development Director Embarks on New Regional Role
 - Christmas Tree Burning
 - Importance of Trees
 - Composting Testimonial from community member
 - Public Restroom Closure at Town Park

- Emails sent to staff when we post to social media
- Farewell to outgoing Town Council Members
- Farewell to Town Manager
- Coordinating photos of new council members
- Updates to townofeagle.org and Hwy 6 sign
- Updates to Eagle Airport digital sign
- Rodeo Rink wifi meetings
- Holiday Closure information in English/Spanish for Town Hall
- Produced Code Amendment Documents
- Produced Eagle Today Newsletter
- Last DJ on KZYR

INNOVATION TECHNOLOGY

December 2025

Projects:

- Town of Eagle Public WiFi now available at the Rodeo Ice Rink
- Audits of Town phone systems to move to use telecom wholesaler. Implementation begins in January and likely to continue through April. Moving to a wholesaler consolidates telecom spend across multiple carriers into a single contract and bill, reducing total cost, vendor risk, and service disruption exposure while lowering internal operational overhead.

Broadband update:

- 40 business/government subscribers, 127 residential subscribers, 5 new signups in December
- Broadband revenue generated last month: \$12,135.04

Technical Operations:

Onboarding report:

- Council Members - Gina McCrackin, Scott Schreiner, Casey Glowacki (plus new laptops for Grimmer, Woods, and Woodworth-Foral)

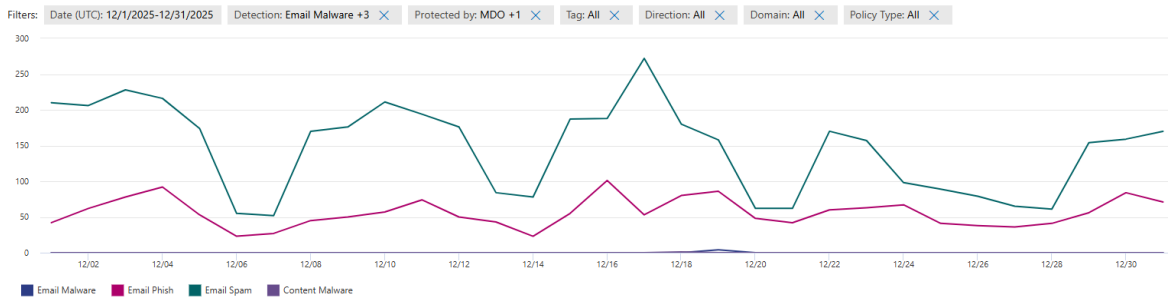
Staff Training:

- IT staff attending Federated Wireless CPI online training in preparation for obtaining in-house certifications

Email threat protection report:

Threat protection status

The Threat protection status report provides information about threats found prior to email delivery, covering relevant detection technologies, policy types, and delivery actions. [Learn more about this report](#)



COMMUNITY DEVELOPMENT

December 2025

Planning

LONG RANGE PLANNING

ReCode Eagle – The Land Use and Development Code (LUDC) – [link to code](#)

- Staff are reviewing and editing Chapter 4.17 Administration and Procedures to provide clarity to land use processes, correct omissions, resolve inconsistencies, and modify Section headings and references to be more searchable. When this revised chapter has been completed and adopted it will be a significant step towards a land use code that is process light and standards heavy – next steps would entail beefing up standards to better support the Comprehensive Plan and the lighter processes.

WUI Code

- Staff are actively engaged in the County-wide Wildland Urban Interface (WUI) Code update process, led by the Eagle County Wildfire Collaborative. This initiative involves collaboration with jurisdictions throughout the Valley to create a WUI Code that caters to our local needs.
- The WUI Code, formally known as the State Resilience Code, will support increasing the community's resiliency to wildfires by regulating exterior building materials to ensure they are fire resistant, enacting landscaping guidelines such as the Fire Free 5 that ensure there is not flammable material within 5 feet of the structure, and by ensuring landscaping standards support water-wise, native vegetation that is not highly flammable.
- Staff applied for and were granted free technical assistance from Headwaters Economics to navigate the State Resilience Code adoption process. Staff will be meeting monthly with a cohort of peer communities and with a consultant from Headwaters to discuss the Town's specific needs in this process over the next 6 months.
- Staff and experts from the Eagle County Wildfire Collaborative and Headwaters Economics presented this Code process at a joint work session on January 6. Staff is working through comments and direction provided by the Planning Commission and Town Council.
 - The Collaborative will continue to assist Eagle staff by meeting with HOAs and other communities to promote a countywide approach to WUI.

Administrative Manual

- Staff has been continuing to work on an administrative manual to clearly communicate land use processes to the public. Staff will be posting resources as they're completed, e.g. how the use permit process works, on the Town's website. As this project continues staff will be engaging stakeholder groups like the EVC for feedback to ensure this manual is user friendly and is meeting the community need.

LAND USE APPLICATIONS IN PROGRESS

For more information and to access project documents, visit the Town's [Active Land Use Applications Page](#).

Haymeadow Design Guidelines Update

- This application has been deemed complete and staff is currently reviewing.

Haymeadow RMF-4A/5 Major Development Permit

- Referral comments have been sent to the applicant and they are working through them.

Red Mountain Ranch, Parcel 1

- Has submitted Preliminary Plan Review and Major Development Plan applications; applicant has resubmitted and staff is working through the second round of review and referrals.

446 Broadway

- Has submitted a minor development permit application for a new mixed-use building. Developer’s team reviewing referral comments, applicant resubmittal TBD, likely early January.

1215 Chambers Avenue

- Applications for a lot line adjustment and a Major Development Permit.
- Referral comments have been sent to applicant, waiting for applicant to resubmit.

Henry Annexation

- Annexation and rezoning were approved at the December 9 Town Council meeting; minor subdivision into three lots currently in review (administrative decision).

New Electric, 629 Sawatch Road – Minor Development Permit

- Applicant has resubmitted and is currently under review.

301 Broadway – Minor Development Permit

- Applicant resubmitted, application is out on referral with second round of referral comments due February 10th.

481 Whiting- Staff Review (Minor Subdivision)

- Referral comments were due on November 12 and have been sent to the applicant.

Mountain Tots Preschool- Major Development Permit

- Applicant has resubmitted and staff is working through the second round of review and referrals.

Bluffs PUD Amendment

- The applicant is making revisions to ensure alignment with HOA covenants and design guidelines.

332 Grand Avenue – Major Development Permit

- Application materials have been submitted, application deemed incomplete.

291 Eby Creek Road – Minor Development Permit

- Application materials have been submitted and are out for review; referral comments due February 27.

Administrative Approvals (Encroachment Permits, Sign Permits, Use Approvals)

- Currently reviewing 1 Sign Permit, 0 Encroachment Permit, and 1 Mobile Vending Permits.
 - 0 Sign Permits have been approved and issued so far this year.
 - 0 Encroachment permits have been approved and issued this year.
 - 0 Mobile Vending Permit has been approved and issued this year.

NOTABLE UPDATES

- Software: Staff have selected a software solution and anticipate bringing a resolution to Council for approval prior to finalizing the vendor agreement.

This software solution will automate previously manual workflows, consolidate software systems, enhance interdepartmental communication, offer a user-friendly public interface, and more. We are excited to see this project moving forward.

- Staff has met with members of the community on development proposals ranging from small administrative permits to larger development, subdivision, and annexation applications. There were no pre-application meetings in December.
- Eddie Wilson, our former Chief Building Official, continues to provide limited support as we continue our search for the next Building Official. His continued involvement ensures a smooth transition and allows us to benefit from his extensive experience and knowledge.

UPCOMING ANTICIPATED APPLICATIONS

- 894 Chambers – Variance
- Haymeadow Resubdivision of RMF-3 in Filing 1

- Haymeadow Preliminary Plan

TRAINING/CONFERENCES:

- 2021 IECC residential and commercial overview, and overview of regional energy code amendments.
- Mountain Towns 2030 Regional Forum: Code Readiness for Colorado Mountain Communities.
- Rocky Mountain Leadership Program
- Rocky Mountain Land Use Institute Conference (RMLUI) – March 4-6 – tentative.
- GIS Conference / Training
- APA Colorado Conference

MAJOR CONSTRUCTION PROJECTS

| Business Name | Location | Status |
|------------------------|-------------------------|---|
| Hockett Gulch Phase II | 16186 Hwy 6 | Building permits issued for all buildings – one hot tub permit under review for new clubhouse |
| Haymeadow | 91 Mountain Hope Circle | Building permit issued for 6 single family – 1 Single family in review – 1 SF fees waiting – 3 Townhouses w/ 1 postponed till spring and 2 permits issued |
| Habitat for Humanity | 3 rd Street | TCOs complete – looking for CO’s |
| Eagle County BMX | 1700 Bull Pasture Rd | Permits expired? |
| 1200 Capitol Project | 1200 Capitol St | Building permit issued and construction underway. |

Building

The figures below show general activity levels not broken down by permit type (building, plumbing, mechanical, etc.)

| TYPE OF WORK PERFORMED | EOY 2023 | EOY 2024 | YTD 2025 |
|--|----------|----------|------------|
| Inspections (n/i Planning, Public Works) | 1,885 | 1944 | 1742 E.O.Y |
| Permits Processed | 411 | 334 | 425 E.O.Y |

P&Z and Council Meeting Schedule

| December 2025 |
|---|
| December 2 nd (Planning Commission) <ul style="list-style-type: none"> • cancelled |
| December 9 th (Town Council) <ul style="list-style-type: none"> • Presentation for Eagle County Wildfire Collaborative • LUDC25-06 Misc. #2 Amendment to the Land Use and Development Code • Work Session for Table 4.02-3 Height Limit Exceptions, Chapter 4.08 – Major PUD Amendment Process, and Chapter 4.11 – Landscaping Standards for Turf in alignment with SB24-005. |
| December 16 th (Planning Commission) <ul style="list-style-type: none"> • Dinner |
| December 23 rd (Town Council) - cancelled |
| January 2026 |
| January 6 th (Town Council Work Session) <ul style="list-style-type: none"> • WUI Code • Height Projection Clarification |

| |
|---|
| January 6 th (Planning Commission) - canceled |
| January 13 th (Town Council) <ul style="list-style-type: none"> • |
| January 20 th (Planning Commission) <ul style="list-style-type: none"> • Discussion Topic: WUI Follow-up |
| January 27 th (Town Council) <ul style="list-style-type: none"> • |
| February 2026 |
| February 3 rd (Town Council Work Session) <ul style="list-style-type: none"> • ToE 101 |
| February 3 rd (Planning Commission) <ul style="list-style-type: none"> • DR25-07 Mountain Tots |
| February 10 th (Town Council) <ul style="list-style-type: none"> • |
| February 17 th (Planning Commission) <ul style="list-style-type: none"> • LUDC26-01 Misc. Code Amendments |
| February 24 th (Town Council) <ul style="list-style-type: none"> • DR25-07 Mountain Tots – tentative • LUDC26-01 Misc. Code Amendments |
| March 2026 |
| March 3 rd (Town Council Work Session) <ul style="list-style-type: none"> • Committees |
| March 3 rd (Planning Commission) <ul style="list-style-type: none"> • LUDC26-02 WUI / Turf Amendments • Resolution – WUI Map |
| March 10 th (Town Council) <ul style="list-style-type: none"> • Ordinance – Adoption of WUI 7A into Title 13 |
| March 17 th (Planning Commission) <ul style="list-style-type: none"> • |
| March 24 th (Town Council) <ul style="list-style-type: none"> • LUDC26-02 WUI / Turf Amendments • Resolution – WUI Map • Ordinance – Adoption of WUI 7A into Title 13 |

Engineering (Ryan Johnson, Town Engineer)

December 2025

General Updates:

- Staffing: Dylan O'Malia has been promoted to Utility Engineer. One Engineer I/II Project Engineer position remains vacant at this time, and the hiring process will begin in January.
- Development review
 - Large Projects include:
 - Red Mtn Ranch Parcel 1
 - Haymeadow RMF 4 & 5
 - 446 Broadway
 - Capitol Flats
 - 301 Broadway
 - 629 Sawatch
- Public Works has developed an initial GIS system for the publicly owned utility systems.

Right of Way Permitting Summary :

- Active ROW Permits: 2

Public Improvements Developer Projects

- 263 Sawatch
 - Water main extension
- Haymeadow
 - Ouzel Lane Waterline.
 - SLR Extension and Sewer
 - Filing 2 Public Improvements
- Reserve at Hocket Gulch Phase 1B and 2
 - Water and sewer installation

Pavement Management

- 2025 Resurfacing Project- SLR resurfacing project is completed

Capital Improvement Projects

- Grand Avenue Corridor: The design team submitted a 60% design set for review by the Town. Technical and process meetings occur at regular intervals. Preliminary ROW lines have been received. There are several areas of conflict especially in comparison with the Devolution documents. Staff is investigating further with a Licensed Surveyor. The railroad wants to see the ROW plans before future design submittals. The railroad didn't deny the request for a roundabout at 5th Street, but it appears they prefer a signalized intersection. The public engagement process is complete.
- Capitol Street: Plans are completed to 90% design and are being reviewed by staff.
- Brush Creek Water Transmission Main & PRV: Gould Construction has begun the pipe installation. The project includes 5,600 LF of main water design and PRV upgrades. Pressure Reducing Values have been reduced from 3 to 2, saving the Town's long-term maintenance costs. Work started on September 15.
- Sylvan Lake Road: This project is complete. Additional time and effort is necessary to complete the CDOT paperwork for the grant reimbursement.

TOWN OF EAGLE, COLORADO
DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTION NO. 01
(Series of 2026)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAGLE, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY APPROVING A PETITION FOR THE INCLUSION OF ADDITIONAL PROPERTY INTO THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT AND RECOMMENDING TO THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPROVAL OF SAID PETITION

WHEREAS, the Town Council of the Town of Eagle, Colorado (“Town Council”) adopted Ordinance No. 25, Series 2020 creating the Eagle, Colorado Downtown Development Authority (the “DDA”) and establishing the boundaries of the Downtown Development Authority District (the “DDA District”); and

WHEREAS, by Town Council Resolution No. 44, Series 2022, the Town of Eagle adopted the Downtown Development Authority Amended Plan of Development (the “Plan”) for the DDA, designating the Plan Area as appropriate for redevelopment; and

WHEREAS, C.R.S. 31-25-822 pertaining to DDAs provides that proceedings for inclusion of additional property within an existing DDA shall be initiated by petition to the Board of Directors (the “Board”) signed by the owner or owners in fee of each parcel of land adjacent to the existing DDA District sought to be included; and

WHEREAS, the Board has received a petition from Noreen M. Woods and Bryan Woods, the owners in fee of the property commonly known as 212 E. Third Street, Eagle, Colorado 81631, requesting inclusion into the DDA District of real property in Eagle, Colorado as more particularly described in the attached petition (the “Petition”); and

WHEREAS, a copy of the Petition, which includes the legal description of the subject property, is attached hereto and incorporated herein by reference as Exhibit A, and a copy of the deed to the subject property is attached hereto and incorporated herein by reference as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAGLE, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY THAT:

Section 1. The Board finds that the Petition meets the procedural and eligibility requirements of C.R.S. 31-25-822, and the inclusion of such property will advance the goals of the Downtown Development Authority Amended Plan of Development.

Section 2. The Board recommends that the Town of Eagle Town Council prepare and consider an ordinance amending the existing DDA District boundaries to include the petitioned property, as provided in C.R.S. 31-25-822.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 20, 2026.

TOWN OF EAGLE, COLORADO

Greg Schroeder, Chair
Downtown Development Authority

ATTEST:

Melissa Daruna, Acting Town Clerk
Town of Eagle

**PETITIONING INSTRUCTIONS FOR INCLUSION OF PROPERTY INTO THE
EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) DISTRICT**

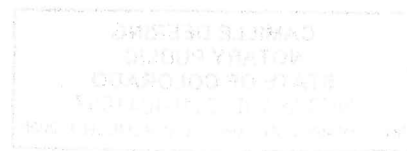
Subsequent to the organization of the Eagle Downtown Development Authority (DDA), additional property may be included in the district. Proceedings for inclusion shall be initiated by petition to the Eagle DDA board signed by the owner or owners in fee of each parcel of land adjacent to the existing district sought to be included. The petition shall include evidence satisfactory to the board concerning title to the property and an accurate legal description thereof. If the board approves said application, it shall then submit the same to the Town of Eagle Town Council. If the Town Council also approves said application, it shall then, at a regular or special meeting by amendment to the ordinance treating the authority, redescribe the district so as to include the additional property as described in the petition. From the effective date of said amendment such additional property shall be included within the district and shall be subject to any taxes thereafter imposed by the Town of Eagle for the use and benefit of the DDA.

For assistance with property records, please contact the Eagle County Assessor.

Phone: (970) 328-8640

Email: assessor@eaglecounty.us

Website: www.eaglecounty.us



Account: R020450

Location

Situs Address 000212 E
THIRD ST

Tax Area 013 - EAGLE
(TOWN) - 013

Parcel Number 1939-324-
13-008

Legal Summary

Subdivision: EAGLE Block:
15 Lot: 13 AND:- Lot: 14 &
NORTH 15' OF LOT 15
BK-0294 PG-0499 QCD 11-
05-79
BK-0310 PG-0244 WD 09-
24-88
BK-0465 PG-0101 WD 04-
27-87
BK-0628 PG-0126 QCD 12-
13-93
R852196 PTD 10-01-03

Owner Information

Owner Name WOODS,
BRYAN & NOREEN

Owner Address PO BOX
3821
EAGLE, CO 81631-3821

Assessment History

| | |
|-------------------------|-----------|
| Actual (2025) | \$798,590 |
| School Assessed | \$56,300 |
| Primary Assessed | \$49,920 |

Tax Area: 013 **Mill Levy Total:** 55.2220
Mill Levy School: 21.6140 **Mill Levy Non-School:** 33.6080

| Type | Base Actual | Actual (School) | Actual (Non-School) | Assessed (School) | Assessed (Non-School) | Acres | SQFT | Units |
|--------------|-------------|-----------------|---------------------|-------------------|-----------------------|-------|----------|-------|
| Improvements | \$528,430 | \$528,430 | \$528,430 | \$37,250 | \$33,030 | 0.000 | 1190.000 | 0.000 |
| Land | \$270,160 | \$270,160 | \$270,160 | \$19,050 | \$16,890 | 0.187 | 0.000 | 0.000 |

Transfers

Sale Date

- [09/30/1969](#)
- [10/10/1978](#)
- [06/30/1980](#)
- [04/27/1987](#)
- [07/05/1995](#)
- [10/18/2001](#)
- [10/16/2003](#)
- [06/05/2007](#)
- [10/07/2016](#)
- [10/21/2016](#)
- [09/08/2020](#)

Sale Price

- [\\$3,800](#)
- [\\$55,000](#)
- [\\$64,500](#)
- [\\$72,500](#)
- [\\$161,500](#)
- [\\$242,500](#)
- [\\$250,000](#)
- [\\$430,000](#)
- [\\$420,500](#)
- [\\$570,000](#)

Doc Description

- [WARRANTY DEED](#)
- [WARRANTY DEED](#)
- [WARRANTY DEED](#)
- [WARRANTY DEED](#)
- [WARRANTY DEED](#)
- [WARRANTY DEED](#)
- [SPECIAL WARRANTY DEED](#)
- [WARRANTY DEED](#)
- [QUIT CLAIM DEED](#)
- [WARRANTY DEED](#)
- [WARRANTY DEED](#)

Images

- [Photo](#)
- [Sketch](#)
- [GIS](#)





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: **OE1163381**

Date: **12/16/2025**

Property Address: **212 E 3RD ST, EAGLE, CO 81631-6770**

For Title Assistance

Land Title O&E Team
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4190 (Work)
(303) 393-4823 (Work Fax)
oe@ltgc.com
Company License: CO44565

None
BRYAN WOODS
(978) 726-3462 (Work)
bryan.woods@townofeagle.org



ONE Report

Order Number: OE1163381

Date: 12/12/2025

Thank you for your ONE (Ownership, Name and Encumbrance) Report order. Below are details specific to your request. This report is based on a limited search of the county real property records and is intended for informational purposes only. The ONE Report does not constitute any form of warranty or guarantee of title or title insurance and should not be used by the recipient of the ONE Report as the basis for making any legal, investment or business decisions. The recipient of the ONE Report should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE Report, and no other person, and (2) the amount paid for the ONE Report.

Land Title is the largest locally owned and operated title agency in Colorado. With 50 offices spanning the state, our team knows and understands Colorado real estate laws, customs and markets like it's our own backyard - because it is. Visit ltgc.com to learn more.

| | |
|-----------------------|------------------------------------|
| Effective Date | 12/08/2025 |
| Address: | 212 E 3RD ST, EAGLE, CO 81631-6770 |
| County: | Eagle |

Legal Description:

LOTS 13 AND 14 AND THE NORTH 15 FEET OF LOT 15, BLOCK 15, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

Ownership:

BRYAN WOODS AND NOREEN WOODS

Vesting Deed(s):

[Eagle county recorded 09/11/2020 under reception no. 202015809](#)

Encumbrances and Other Documents:

DEED OF TRUST PAYABLE TO DIGITAL FEDERAL CREDIT UNION IN THE AMOUNT OF \$456,000.00 RECORDED SEPTEMBER 11, 2020 UNDER RECEPTION NO. [202015810](#).



State Documentary Fee
Date: September 08, 2020
\$57.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **MICHAEL E. EISENHAUER**, whose street address is **212 EAST 3RD STREET, EAGLE, CO 81631**, City or Town of **EAGLE**, County of **Eagle** and State of **Colorado**, for the consideration of **(\$570,000.00) ***Five Hundred Seventy Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **BRYAN WOODS AND NOREEN WOODS**, as Joint Tenants whose street address is **980 Vail View Drive unit A 207, Vail, CO 81657**, City or Town of **Vail**, County of **Eagle** and State of **Colorado**, the following real property in the County of **Eagle** and State of **Colorado**, to wit:

LOTS 13 AND 14 AND THE NORTH 15 FEET OF LOT 15, BLOCK 15, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

also known by street and number as: **212 EAST 3RD STREET, EAGLE, CO 81631**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **September 08, 2020**.

MICHAEL E. EISENHAUER

State of **Colorado**)
)ss.
County of **Eagle**)

The foregoing instrument was acknowledged before me on this day of **September 8th, 2020** by **MICHAEL E. EISENHAUER**

Witness my hand and official seal

My Commission expires: 5.28.2024

Notary Public

MELINDA DOW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044018728
My Commission Expires: May 28, 2024

When recorded return to: **BRYAN WOODS AND NOREEN WOODS**
980 Vail View Drive unit A 207, Vail, CO 81657



After Recording Return To:
Digital Federal Credit Union
220 Donald Lynch Boulevard
Marlborough, Massachusetts 01752
Loan Number: 0020124129

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 8, 2020, together with all Riders to this document.

(B) "Borrower" is BRYAN KENNETH WOODS a/k/a BRYAN WOODS and NOREEN MARIA WOODS a/k/a NOREEN WOODS, husband and wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Digital Federal Credit Union

Lender is a FEDERAL CREDIT UNION organized and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 220 Donald Lynch Boulevard, Marlborough, Massachusetts 01752

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is the Public Trustee of Eagle County, Colorado.

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 8, 2020
The Note states that Borrower owes Lender FOUR HUNDRED FIFTY-SIX THOUSAND AND 00/100 Dollars (U.S. \$ 456,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2050

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or



magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of Eagle :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.
A. P. N. : 1939-324-13-008

which currently has the address of 212 E THIRD STREET

EAGLE, Colorado 81631 ("Property Address"):
[City] [Zip Code] [Street]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower

shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund

of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until

Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent,

Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.


Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
BRYAN KENNETH WOODS -Borrower

 (Seal)
NOREEN MARIA WOODS -Borrower

Witness

Witness

[Space Below This Line For Acknowledgment]

State of Colorado

County of Garfield

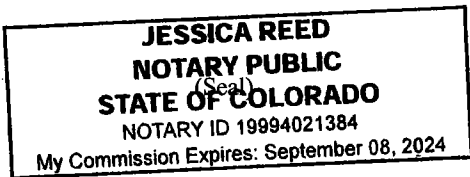
The foregoing instrument was acknowledged before me this SEPTEMBER 8, 2020
(date)

by BRYAN KENNETH WOODS AND NOREEN MARIA WOODS

(name of person acknowledged)

Jessica Reed
(Signature of Person Taking Acknowledgment)

notary public
(Title or Rank)



19994021384
(Serial Number, if any)

Loan Originator: Kristy Vinal, NMLSR ID 877055
Loan Originator Organization: Digital Federal Credit Union, NMLSR ID 466914

Exhibit A

Escrow No. **50057612**

LOTS 13 AND 14 AND THE NORTH 15 FEET OF LOT 15, BLOCK 15, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

Request for Reallocation of DDA Grant Funding

From Jennifer Filipowski <jennifer@eaglearts.org>

Date Fri 12/19/2025 6:01 PM

To Nikki Davis <nikki.davis@townofeagle.org>

CAUTION: This email is from an external source. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Nikki! Below, please find our formal request to reallocate the DDA funds awarded to Eagle ARTS/ARTSPACE workshop+gallery to be used for improvements in our new space.

We are extremely grateful for the \$5,350 in funds awarded to Eagle ARTS in support of improvements to the yard at our former space at 120 Broadway. Shortly after the grant was awarded, unforeseen circumstances required us to relocate ARTSPACE workshop+gallery to a new downtown location. The move preserved our ability to remain an active cultural anchor on Broadway, but since the new space already has a beautiful paved backyard it required a different set of essential improvements to ensure the space could function safely, professionally, and in alignment with the community-building goals outlined in our original application.

To stabilize operations and continue delivering year-round creative programming downtown, we needed to:

- Refinish the gallery floors;
- Build non-structural partitions;
- Purchase and install store identification signage;
- Replace light fixtures;
- Purchase storage and display equipment and supplies to support operations; and,
- Build a check-out counter that will highlight the custom bricks honoring donors.

These improvements are critical to activating the new gallery quickly and responsibly. They will also unlock new economic opportunities that directly benefit Historic Downtown Eagle:

Creation of a rentable community meeting room.

The new partitioned space accommodates small meetings, classes, and workshops—providing EagleARTS with a reliable revenue stream and offering local partners an affordable downtown venue. Having this designated space—rather than shifting display areas and workstations for each event—has already proven extremely beneficial, allowing us to host meetings and workshops without disrupting gallery operations. Having this designated space (as opposed to having to move display areas and work stations for events and workshops) has already proved to be extremely beneficial

Expansion of art workshops and creative classes.

Dedicated workshop capacity allows us to schedule more regular programming, drawing

residents and visitors downtown and supporting local artists.

Additional artist workspace rental.

An extra studio space increases monthly earned revenue and supports more local creatives.

Increased operational capacity and future job creation.

These combined revenue streams will allow EagleARTS to hire a paid staff member to augment our volunteers, ensuring consistent hours, stronger visitor engagement, and ultimately, increased sales tax revenue for the Town.

All of these outcomes maintain the spirit and intent of our original proposal: improving a downtown creative space to strengthen cultural activity, increase foot traffic, and boost economic vitality. The only change is the location and the specific improvements needed to achieve those goals.

We respectfully request that the DDA allow the awarded \$5,350 to be applied to the activation costs of our new gallery space. These improvements will deliver measurable community benefit and position EagleARTS to continue contributing meaningfully to the vibrancy and economic health of Historic Downtown Eagle.

Thank you for your consideration. Let me know if you need any other details from us.

Happy Holidays!

Jennifer



July 28, 2025

Town of Eagle
ATTN: Town Council
PO Box 609
Eagle, CO 81631

RE: Proposal for Commercial Vacancy Fee within the DDA District

Dear Distinguished Council Members,

On behalf of the Town of Eagle Downtown Development Authority (DDA), we are writing to formally recommend the consideration and implementation of a **commercial vacancy fee** for properties within the DDA boundaries. The goal of this measure is to proactively address the ongoing issue of prolonged commercial vacancies in the downtown core, which can negatively impact economic vibrancy, community perception, and the success of surrounding businesses. As stewards of the town's core values: beautification, placemaking, arts, and recreation, we are committed to ensuring that the core district of Eagle reflects these priorities and enhances the vibrancy and character of downtown.

Background & **Justification:**
Persistent vacant storefronts within our DDA district can create a perception of economic stagnation, reduce pedestrian activity, and hinder the growth of a thriving downtown. While property owners certainly face their own challenges, encouraging the timely activation of commercial spaces is in the broader public and economic interest of the Town of Eagle.

In evaluating potential solutions, the DDA has studied policy models from other municipalities, including the **City of San Francisco**, which adopted a commercial vacancy tax in high-impact areas to promote faster leasing, upkeep, and adaptive reuse of empty commercial spaces. Similar programs have proven effective in motivating property owners to list, maintain, and activate their commercial properties or partner with temporary tenants and civic uses.

Recommendation:
The DDA recommends that Town Council consider adopting a **Commercial Vacancy Fee Ordinance** applicable to properties within the DDA district that remain unoccupied beyond a defined grace period (e.g., 6–12 months). The framework might include:

- A tiered annual fee for properties that remain vacant beyond the grace period.
- Clear definitions of what constitutes “vacancy.”
- Reasonable exemptions for active renovations, pending leases, or demonstrated hardships.
- Fee revenues reinvested into downtown revitalization and small business support initiatives.



Next

We respectfully request that Council direct Town staff to explore and draft a policy framework for this vacancy fee, ideally in collaboration with the DDA and legal counsel. The DDA would welcome the opportunity to participate in this process and host public listening sessions with property owners and local businesses to ensure a balanced and constructive approach.

Steps:

Thank you for your continued partnership in strengthening downtown Eagle as a vibrant, welcoming, and economically resilient destination.

Thank you for your time and consideration.

Sincerely,

Greg Schroeder

Chair, Downtown Development Authority
Town of Eagle