



Town of Green Mountain Falls

Regular Board of Trustees Meeting Agenda

P.O. Box 524; 10615 Green Mountain Falls Road

Green Mountain Falls, CO 80819

Tuesday, November 17, 2020 at 7:00 p.m.

Online Meeting ONLY**

Join the Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/83461787961?pwd=TldNTm5MTXVWSmRDWG9wcExjdXdIU09>

Meeting ID: 834 6178 7961 Passcode: 563794

To make a **public comment** please **pre-register** by 4pm on the day of the meeting via email: clerk@gmfco.us

REGULAR MEETING:

TIME*		ITEM	DESIRED OUTCOME
7:00	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
7:00	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
7:00	3.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
7:15	4.	CONSENT AGENDA a. Bring into record Accounts Payables for October 20 to November 16, 2020 b. Minutes	BOT Action Desired
7:20	5.	Red Devil Mountain Annexation Development Proposal – continued from October 20, 2020	
7:30	6.	The Board will consider accepting the Annexation Petition for Joyland and Red Devil Mountain Parcels and establishing a date of the public hearings for the Annexation and Zoning. Should the Board of Trustees approve adoption of Resolution 2020-15, entitled A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE RED DEVIL MOUNTAIN PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION Should the Board of Trustees approve adoption of Resolution 2020-15, entitled A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE JOYLAND CHURCH PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION	BOT Action Desired
7:40	7.	Variance 2020-02 – 10330 El Paso Ave.	BOT Action Desired

*Please note: Times are approximate.

**The Town shall provide reasonable accommodation for those with disabilities on a case by case basis. Please send accommodation requests to clerk@gmfco.us by 4pm on the date of the meeting.

7:45	8.	Public Hearing: 2021 Budget DRAFT Discussion & DRAFT Resolution 2020-17 Resolution Adopting the 2021 Budget	Discussion
8:05	9.	Advisory Board Membership Applications – Fire Mitigation Advisory Committee	BOT Action Desired
8:10	10.	CORRESPONDENCE <ul style="list-style-type: none"> a. PRT Minutes b. Letter from PPRTA Re Appointments c. Letter from Karen Watson Re Red Devil Mountain Annexation d. Letter from Rebecca Ochkie Re Trail Budget 	Information Only
8:10	11.	REPORTS <ul style="list-style-type: none"> a. Trustee Reports b. Committee Reports e. Staff Reports 	Information Only
8:15	12.	c. ADJOURN	

*Please note: Times are approximate.

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Town of Green Mountain Falls

Vendor Invoices to be Paid

Date Due	Invoice Number	Amount of Invoice	Balance Due
3M Company (#3mcompany0000)			
09/18/2020	9408829737	4,359.75	4,359.75
09/24/2020	9408900623	318.75	318.75
	Total For: 3M Company (#3mcompany0000)		4,678.50
4River Equipment (#4riverequip0000)			
10/31/2020	10.31.20	1,113.03	1,113.03
	Total For: 4River Equipment (#4riverequip0000)		1,113.03
Araize INC. (#araizeinc)			
11/01/2020	6600	135.00	135.00
	Total For: Araize INC. (#araizeinc)		135.00
Bills Equipment and Supply Inc. (#billsequipm0000)			
11/03/2020	430647	1,032.70	1,032.70
	Total For: Bills Equipment and Supply Inc. (#billsequipm0000)		1,032.70
Chief Petroleum (#chiefpetroleum)			
10/12/2020	72221	1,310.64	1,310.64
	Total For: Chief Petroleum (#chiefpetroleum)		1,310.64
Cirsa (#CIRSA)			
09/25/2020	201758	114.36	114.36
10/07/2020	10.7.20	100.00	100.00
	Total For: Cirsa (#CIRSA)		214.36
Colorado Department of Labor and Employmen (#COLDepLE)			
10/25/2020	10.25.20	8,652.00	8,652.00
	Total For: Colorado Department of Labor and Employmen (#COLDepLE)		8,652.00
Colorado Springs Gazette, LLC (#COSpringGaz)			
10/31/2020	10.31.20	1.15	1.15
	Total For: Colorado Springs Gazette, LLC (#COSpringGaz)		1.15
Colorado Springs Utilities (#COSpringUtil)			
10/19/2020	04-10.19.20	74.59	74.59
10/19/2020	25-10.19.20	94.17	94.17
10/19/2020	35-10.19.20	146.38	146.38
10/19/2020	57-10.19.20	227.16	227.16
10/19/2020	78-10.19.20	18.84	18.84
10/20/2020	82-10.20.20	160.00	160.00
10/23/2020	57-10.23.20	429.64	429.64
	Total For: Colorado Springs Utilities (#COSpringUtil)		1,150.78
Flair Data Systems DBA (#FlairData)			
10/09/2020	81243	193.85	193.85
10/14/2020	81276	80.00	80.00
	Total For: Flair Data Systems DBA (#FlairData)		273.85
Foxworth-Galbraith Lumber Co. (#foxworthgalbrai)			
08/31/2020	8.31.20	298.22	298.22
	Total For: Foxworth-Galbraith Lumber Co. (#foxworthgalbrai)		298.22
Fromm & Company, LLC (#frommcompanyllc)			
10/01/2020	2020-9	3,921.00	3,921.00
	Total For: Fromm & Company, LLC (#frommcompanyllc)		3,921.00
Hoffman, Parker, Wilson & Carberry (#Hoffman)			

Town of Green Mountain Falls

Vendor Invoices to be Paid

Date Due	Invoice Number	Amount of Invoice	Balance Due
11/10/2020	46	3,776.00	3,776.00
		Total For: Hoffman, Parker, Wilson & Carberry (#Hoffman)	3,776.00
LAW OFFICES OF DEBRA EILAND (#LawDebEiland)			
11/10/2020	332	191.40	191.40
		Total For: LAW OFFICES OF DEBRA EILAND (#LawDebEiland)	191.40
Logan and Associates, LLC (#loganandass0000)			
10/28/2020	862	5,500.00	5,500.00
		Total For: Logan and Associates, LLC (#loganandass0000)	5,500.00
MUNIREvs (#munirevs0000)			
09/01/2020	3179	175.00	175.00
		Total For: MUNIREvs (#munirevs0000)	175.00
Office Depot, Inc. (#officedepotinc)			
10/20/2020	132488378001	47.49	47.49
10/20/2020	132488987001	93.29	93.29
		Total For: Office Depot, Inc. (#officedepotinc)	140.78
Springs IT (#springsit)			
10/25/2020	17579	240.00	240.00
		Total For: Springs IT (#springsit)	240.00
UnitedSite Service (#unitedsites0000)			
09/30/2020	114-11022489	209.53	209.53
10/13/2020	114-11078106	140.75	140.75
10/13/2020	114-11078108	140.75	140.75
10/13/2020	114-11078109	350.28	350.28
10/21/2020	114-11124333	155.73	155.73
10/28/2020	114-11158172	209.53	209.53
		Total For: UnitedSite Service (#unitedsites0000)	1,206.57
Wagner CAT (#wagnercat)			
09/30/2020	38126-9.30.20	85.53	85.53
		Total For: Wagner CAT (#wagnercat)	85.53
Water on Mars (#wateronmars0000)			
08/13/2020	23306	12,370.00	12,370.00
		Total For: Water on Mars (#wateronmars0000)	12,370.00
Wilson & Company (#wilsoncompany)			
11/11/2020	93791	833.30	833.30
		Total For: Wilson & Company (#wilsoncompany)	833.30
		Total Bills To Pay:	47,299.81

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
October 20, 2020 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Katharine Guthrie
Trustee Dyani Loo

Board Members Absent

Trustee Chris Quinn

Town Attorney

Not present

Town Manager

Angie Sprang

Public Works

Not present

Town Clerk

Position Open

Marshal's Dept.

Virgil Hodges

Administrative Assistant

Mallory Redmon

Town Planner

Julia Simmons

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Jane Newberry called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

2. Additions, Deletions, or Corrections to the Agenda

No additions made to agenda. Mayor Jane Newberry made a motion, seconded by Margaret Peterson, to accept the Agenda.
Motion passed.

3. Persons Not Present on the Agenda

(3 minutes given per speaker)

A. Nancy Dixon - 11045 Iona

raised concerns regarding lack of trail maps

B. Rocco Blasi – 10955 Belvedere Ave.

raised concerns regarding fireman mitigation committee volunteer applications (agenda item #5), and raised concerns regarding audit and town spending (agenda item #11)

C. Matt Pitrone

Not present at beginning of meeting.

D. Lamar Matthews – 11145 Hondo

raised questions regarding audit and overspending of \$41k in 2019, and requested

itemized list, as well as whether approval of spending came from BOT, citizen also requested monthly or quarterly review meetings with citizens regarding town spending

E. David Douglas – 11145 Hondo

reiterated concerns expressed by Rocco Blasi and Lamar Matthews regarding overspent budget in 2019, also requested quarterly review meetings with citizens regarding town spending (agenda item #11); also raised concerns regarding fire mitigation committee volunteers (agenda item #5)

F. Liz Ives – 10790 Florence Ave.

raised concerns regarding road maintenance schedule

4. Consent Agenda

a. Colorado Department of Revenue MOU for Control of Confidential Data

Discussed on 10/13/20, and proper documentation submitted for review at 10/27/20 meeting. Housekeeping item only; no additional information was presented and no questions were asked. Mayor Newberry made motion to accept MOU; seconded by Margaret Peterson. All in favor; none opposed – motion passed.

5. NEW BUSINESS

A. 2019 Audit Report, presented by Kyle Logan, Logan & Associates LLC

Mr. Logan presented findings from the audit report, and addressed citizen concerns regarding overspending of 2019 budget. Town received an unmodified opinion in audit, which is a clean opinion from an independent auditor, meaning all financial statements and footnotes in document are in accordance with standard accounting principles for local government entities. Statement of net position revealed that total assets of Green Mountain Falls are around \$2.1 million, as of 12/31/2019, \$402,000 of which are unreserved assets to be used for general management needs of the Town. Overall, Green Mountain Falls made \$974,000 in revenues, which led to a net income of \$274,000, an increase of 17% in net worth from 2018. Mr. Logan clarified that disclosure of potential state action against overspending in budget is required by the state, and that in his experience, ramifications of overspending usually result in a letter from the state explaining that the municipality in question may be in violation of state statute. He also clarified that budgets are a tool, and the state does allow for amendments to their budget. Madame Mayor stated that new accounting software will assist with checks and balances in 2020. Mr. Logan requested signed rep letter. Mayor Newberry made motion for draft audit to be approved; seconded by Margaret Peterson – all approved; none opposed. Motion passes.

B. PPRTA Stilling Basins Project Update & Proposal, presented by Andre Bracken with Wilson and Co.

Mr. Bracken presented project proposal; stating first phase should take 30-45 days, but timeline would be difficult to determine until first phase (survey) is complete. First phase estimated to cost \$11,000. Engineering phase estimated to take 6-9 months. Angie Sprang estimated approximately \$129k left in Stilling Basins Project budget. Mr. Bracken stated survey could be used for future projects as well. No questions were asked by Board members. Margaret Peterson made motion to approve Stilling Basins Project phase one as stated in the proposal and seconded by Katharine Guthrie; no further discussion; all approved, and none opposed – motion passed

C. Red Devil Mountain Annexation presented by Jesse Stroppe

Jesse Stroppe was not present at meeting. Mayor Newberry made motion to move this item to next meeting; seconded by Dyani Loo. All approved, none opposed – motion passes and item moved to next BOT meeting.

D. Discussion of Planning Comprehensive Plan Guidance from BOT

Madame Mayor requested that planning commission begin looking at land use code. Angie Sprang stated that planning commission has concerns regarding implementation of comprehensive plan – item is still listed on planning commission agenda, but is typically a BOT item to implement. Katharine Guthrie stated that focus should remain on land use code. Dyani Loo stated that goals of BOT should reflect comprehensive plan, especially as it pertains to creating BOT agenda, and that planning commission should advise BOT based on comprehensive plan. Madame Mayor reflected that planning commission is available for assistance. Todd Dixon stated that planning commission has goal of supporting BOT and keeping communication open. Dyani Loo expressed desire for dashboard record to be created to show progress made and projects completed (A dashboard is a visual indication...it could be a pie chart or something similar that is just a simple representation of where we are with respect to items in the Comp Strat. Plan).

E. Consideration of Town of Green Mountain Falls Resolution 2020-15 Organization Resolution and Agreement for Credit Card Program

Angie Sprang stated this would move to UMB Credit Card services from Chase credit card services. This would give 1% back to town on all purchases under \$1 million. After \$1 million is spent, 3% cash back would be awarded. Dyani Loo asked if changes to fees and Angie Sprang stated the fees would be less. Mayor Newberry made motion to approve change of credit card; seconded by Katharine Guthrie. All approved; none opposed – motion passes.

F. Consideration of Merritt Bid \$25,515, for paving the Town Hall parking lot on November 2, 2020

Sir Lord Gary Florence stated that road paving would provide better connections for fire department. Fire Department has incurred staging costs, so the \$25,515 cost is a savings to town. Angie Sprang stated that this would come out of reserved funds, as this was not a budget item. Madame Mayor asked if, as the budget manager, is Angie Sprang comfortable with spending? Angie Sprang stated she was comfortable with this cost and spending. Dyani Loo raised concerns regarding flood relief efforts, and Angie Sprang stated that it is up to the BOT to vote, and whether there is enough funding for both projects. Katharine Guthrie asked if run off is addressed in project, and Sir Lord Gary Florence stated that he does not know, and the answer would not be provided by the next BOT meeting on 11/3/20. Madame Mayor stated that this project would benefit the town considerably in terms of maintenance. Julia Simmons stated that engineering design was originally conceived to pave entire driveway and parking lot. Madame Mayor expressed approval of project and made motion to accept offer from fire department; motion seconded by Katharine Guthrie; Dyani Loo expressed reminder to consider previously discussed road paving projects - all voted in approval and none opposed. Motion passed.

G. Advisory Committee Volunteer Application(s) Review

Fire mitigation committee volunteer applications. Margaret Peterson stated that audit of current committee members is needed, and made motion to continue volunteer application review at next meeting, to allow board to review residency statuses and for additional applications. Motion seconded by Mayor Newberry, all approved with none opposed – motion passed.

6. OLD BUSINESS

No old business to discuss.

7. CORRESPONDENCE:

No correspondence to discuss.

8. REPORTS

- a. Trustees – Mayor Newberry reported that during construction on Maple St. bridge, a lot of staging was done on Olathe. Now, with construction on Midland and due to size of construction project, Olathe is still used for staging. Cleanup on Olathe and moving of boulders is ongoing. Regional Transit Authority will be reviewing budgets with PPRTA in the next month.

- b. Committee Reports – PPRT Trustee Dyani Loo thanked all trail ambassadors for volunteer hours worked and expressed concerns regarding Hondo project -> Virgil Hodges stated he would reach out to utility company regarding timeline.
- c. Staff Reports – No staff reports from Town Manager Angie Sprang or Town Planner Julia Simmons. Marshal Virgil Hodges stated that he has a potential new hire.

9. ADHOC

Mayor Newberry recognized additional members of the public, unable to give comment during agenda item #3, prior to adjournment of meeting.

- a. Carolyn Bowers stated that there are concerns among citizens for lack of knowledge regarding BOT meetings. Town Attorney advised not to post on Facebook, so at this time, meetings would continue to be posted online.
- b. Mac Pitrone stated he had numerous questions regarding annexation, and would email those to the town, with expectation that questions would be answered at next BOT meeting on 11/17/20.

10. . ADJOURNMENT

Meeting adjourned at 8:53 p.m.

Mallory Redmon, Administrative Asst.

Jane Newberry, Town Mayor



To: Mayor Newberry and GMF Board of Trustees
From: GMF Planning & Land Use
Date: November 16, 2020
Re: Red Devil Mountain Annexation and Development Concept Proposal

Background

The petitioner, Jesse Stroope, on behalf of Historical Green Mountain Falls Foundation and Green Mountain Road, LLC., has been coordinating with Town Staff and Attorney for a year on the following proposed land annexation into Green Mountain Falls.

This item is being presented on a concept level to give the Board and general public an opportunity to review the proposed project, ask questions of the Petitioner and his consultant, and receive clarification from staff and Town Attorney on procedure. The Resolution of Intent to Annex is being considered as a separate agenda item but is an integral component of the proposed development.

Discussion

RDM Annexation. The Letter of Intent from Jesse Stroope (Attachment A) is provided as a high-level overview of the project, as proposed. The first component of which is the annexation of two parcels into Green Mountain Falls:

- Red Devil Mountain, a 29.27-acre parcel shown on Attachment B, Annexation Plat Map and Legal Description. El Paso County (EPC) Assessor lists parcel ID 8308101102 as owned by Historic Green Mountain Falls Foundation, LLC., zoned R-T Residential Topographic, with agricultural grazing land use.
- Joyland, a 1.05-acre parcel shown on Attachment C, Annexation Plat Map and Legal Description. EPC Assessor lists parcel ID 8308101103 as owned by Green Mountain Road, LLC., zoned R-T Residential Topographic, with agricultural grazing land use.

The two parcels were included as part of the three-mile plan, approved in July 2019 during the Comprehensive Plan Update, *Plan GMF*. The Board will consider the adoption of a resolution updating any changes to the three-mile plan during its December regular meeting. This annual update is required by Colorado Revised Statutes and must be in place "prior to completion of any annexation within the three-mile area . . ."; thus, prior to final action on the annexation ordinance and recording with the clerk and recorder under C.R.S. 31-12-113(2).

Development and Zoning. The Petitioner is proposing an art installation, education center, public restrooms, grazing land, and several trail systems. As part of the annexation process, the Petitioner will submit an application for zoning, to be considered during a Planning Commission public hearing for a recommendation to the Board of Trustees.

The annexation process can occur concurrently with the zoning designation, which means the Planning Commission would hold a published public hearing and make a recommendation to the Board on the zoning application; alternatively, the zoning designation could be considered after the proposed annexation public hearing, January 5, 2021.

GMF Zoning Code §16-304: Any area annexed to the Town after the effective date of this Land Use Code shall be given a zone designation under the provisions of the Zoning Ordinance within ninety (90) days from the effective date of the annexation ordinance. During this period no building permits shall be issued on any portion or all of the newly annexed area until such time as the property is designated on the Zoning Map.

Annexation Agreement. An annexation agreement will be drafted by Town Attorney as part of the annexation process. They are not required by Colorado law and are a matter of negotiation by the Town and the party seeking to have land annexed. The agreement is a contract and should be filed concurrently with the ordinance that provides for the annexation of the property, and finalized, signed, and adopted by resolution at that same meeting where the annexation is approved. However, there is no statutory timeline that must be followed for this agreement.

Trails will be addressed in the Annexation Agreement. If the Petitioner is not dedicating a trail to the Town as a part of the development plan, Section 5 can be revised to reflect the agreement finally reached with the Town regarding ownership, construction, and maintenance.

The Town can require the Petitioner submit a management plan for trails with specific standards that must be maintained for the trail and its access. These standards are permanently binding conditions that aren't subject to amendment via rezoning since they are put in place at the annexation stage and would address most issues associated with a privately managed public trail, such as guaranteed continued public access and maintenance best practices.

On and off-site impacts caused by the new development such as parking, restrooms, trash, EMS access, and law enforcement can and should be addressed in a development plan. The Town can demand more during the annexation stage with the annexation agreement than it can at the land use approval stages. If there are concerns about the impacts that the art installation would have off-site, these can be incorporated into the annexation agreement by requiring another management plan to mitigate these impacts. Again, these standards are permanent binding conditions that aren't subject to amendment via rezoning because they are implemented by contract at the annexation stage. If the Town does not want to address this during annexation proceedings, protections are still offered during the land use approval process as any development must follow the Policies set forth in Chapter 16, Article II of the Town's Code and the Town can require mitigation to that end.

Procedure. The procedure for annexation of land and its subsequent zoning is highly technical with rigid deadlines, the first of which is setting the public hearing 30- 60 days after the Resolution to Annex. In the interim, staff and the Petitioner have a short turn-around for publishing notice, preparing the annexation impact report, soliciting agency comments, and notifying property owners.

Regardless, once the Annexation Petition is considered and the Resolution to Annex is signed with a public hearing date, the 60-day clock begins.

Conclusion and Recommendation

Staff recommends the Board review agenda packet materials and the Petitioner's presentation to give any updated policy direction to Staff.

Attachments:

Attachment A, Letter of Intent from Jesse Stroope

Attachment B, Annexation Plat, Joyland Parcel

Attachment C, Annexation Plat, Red Devil Mountain Parcel

Attachment D, Red Devil Mountain Development Plan

Attachment E, Plat Maps, Joyland Parcels A & B, Johnson, Watson

Town of Green Mountain Falls

October 1, 2020

Dear Board of Trustees,

Please find attached an application for annexation of property into the Town of Green Mountain Falls. The documents detail zoning requests and project plans for a recreational area called Red Devil Mountain. Common stakeholders in this project include Green Box, Green Mountain Road, LLC and Historic Green Mountain Falls Foundation.

Red Devil Mountain will be inclusive of a nature walk, large animal grazing lands, hiking trails, and a permanent art installation by artist James Turrell. The development includes parking and ADA compliant restroom facilities. The recreational area will be open year round and will be managed daily by Green Box. The James Turrell art installation will expand opportunities for Green Mountain Falls to attract visitors beyond the hiking community. These cultural tourists typically enjoy amenities in a community for a number of days, and seek out local businesses and restaurants to complete their visit. Many visitors of the Skyspace will visit for days at a time and will visit multiple times per year doing light studies within the art installation. Finally, the development will create educational opportunities through Green Box programming in partnership with MSSD14.

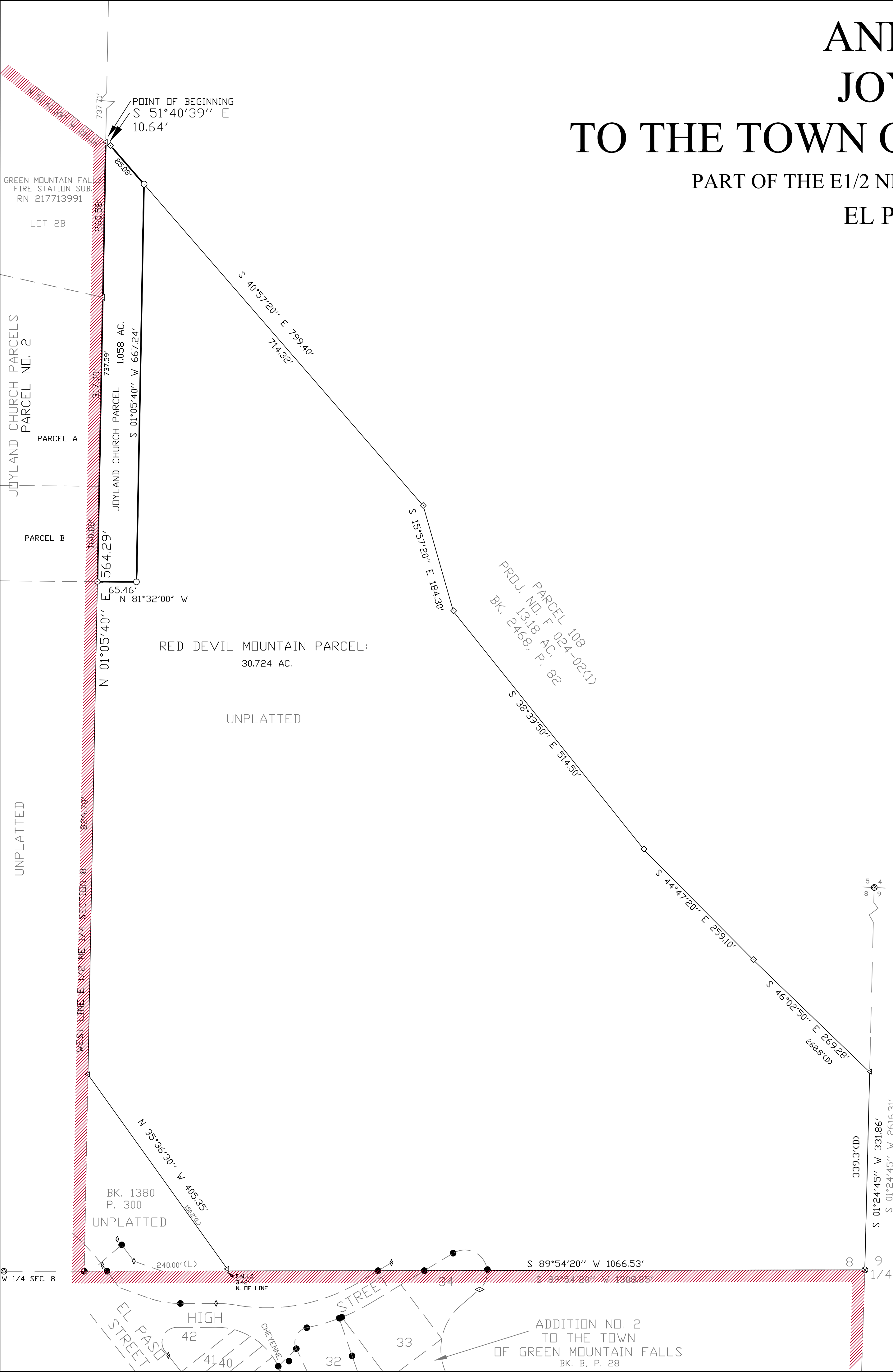
The Red Devil Mountain Development includes lands which are currently zoned in Green Mountain Falls and land which is outside of Green Mountain Falls. The annexation of lands outside of town limits and combined with rezoned parcels within town limits will bring the whole of the project into Green Mountain Falls. This creates opportunities for the local Chamber of Commerce, will be a year round tourism driver, and will ensure protected open space which is currently the backdrop between Gazebo Park and highway 24. The new hiking trails also create a pedestrian avenue between the lake and town hall.

I think that this opportunity for year-round Green Box programming and a permanent art installation in a highly organized recreational area is a wonderful asset to the town of Green Mountain Falls. This endeavor is highly supported by the Comprehensive Plan and I appreciate your consideration of the project.

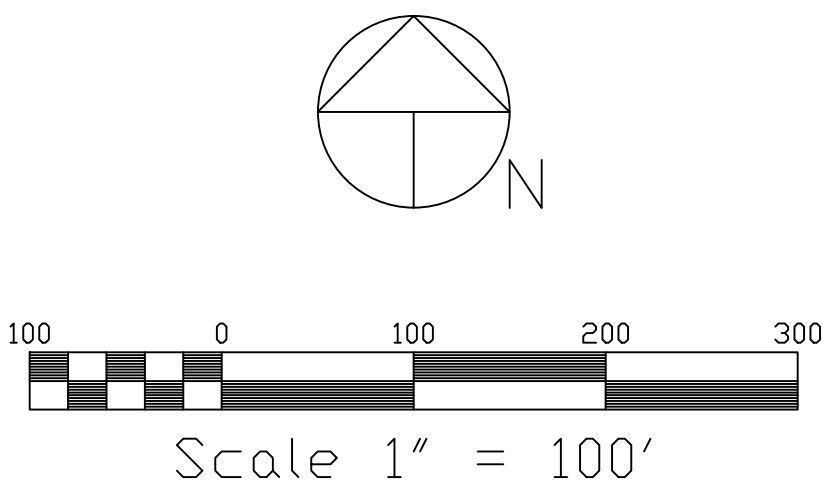
A handwritten signature in dark ink, appearing to read 'Jesse Stroope', with a long horizontal line extending to the right.

Jesse Stroope

Project Planner



ANNEXATION PLAT
JOYLAND PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS
PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R .68W. OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD 1937
- ⊗ FOUND 2" AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1" PIPE - NOT ACCEPTED
- ◇ FOUND CDDT 1-1/4" AL. CAP, ILLEGIBLE
- ◁ FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- ◇ FOUND #4 REBAR

Notes:

- The percentage of property contiguous to the town limits of Green Mountain Falls is 48.1 %.
- As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.
- Ownership information was provided by: Warranty Deed, This Plat does not constitute a title search or opinion.
- Note: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Be it known by all

That, Green Mountain Road, LLC, being the owner of the following described tract of land:

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Green Mountain Road, LLC has executed these presents this ____ day of _____, 20____, A.D.

Christian Keesee, Sole Member
Green Mountain Road, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of _____)
County of _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 20____, A.D., By Christian Keesee

Witness my had and seal

My commission expires:
Notary Public

Filing approvals:

The Annexation Plat of "Joyland Parcel" to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing:

City Planning Director _____ date _____

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the ____ day of _____, 20____, A.D.

Attest: _____ by: _____ Mayor

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Status, 1973, as amended, have been met to the best of his knowledge and belief.

OLIVER E. WATTS "COLO. PE-LS 9853" _____ date _____
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

State of Colorado)
County of El Paso)

I hereby certify that this instrument was filed for recorded in my office at ____ o'clock ____m, this ____ day of _____, 20____, and is duly recorded at Reception no. _____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____ Deputy

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
ollewatts@aol.com
Celebrating over 40 years in business

OLIVER E. WATTS PE-LS
OLIVER E. WATTS, CONSULTING ENGINEER, INC.
CIVIL ENGINEERING AND SURVEYING
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com

Celebrating over 40 years in business

LEGAL DESCRIPTION

DATE: January 23, 2020

JOB NO.: 18-5126

CLIENT: Green Mountain Road, LLC

PURPOSE: Joyland Parcel

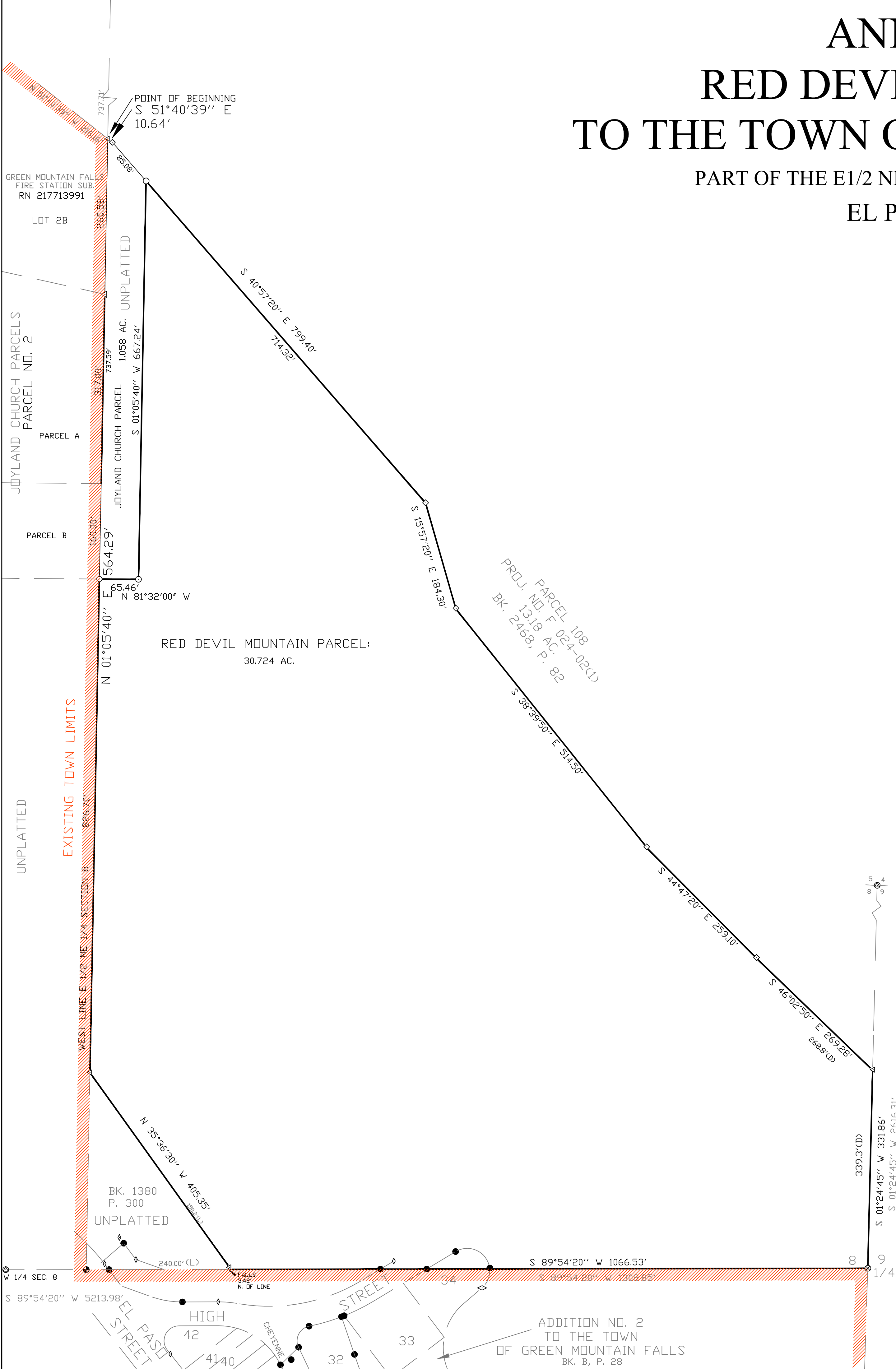
Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

Oliver E. Watts Colo. PE-LS no. 9853
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

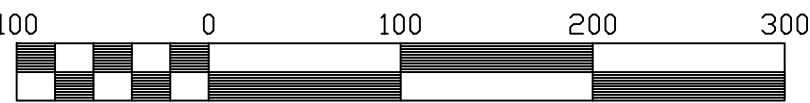
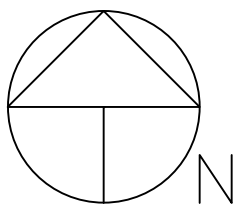
Date

Exhibit A



ANNEXATION PLAT
RED DEVIL MOUNTAIN PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS

PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R .68W. OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



Scale 1" = 100'

LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD 1937
- ⊗ FOUND 2" AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1" PIPE - NOT ACCEPTED
- ◇ FOUND CDDT 1-1/4" AL. CAP, ILLEGIBLE
- ◁ FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- ◇ FOUND #4 REBAR

Notes:

- The percentage of property contiguous to the town limits of Green Mountain Falls is 26.3 %.
- As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.
- Ownership information was provided by: Warranty Deed, This Plat does not constitute a title search or opinion.
- Note: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Be it known by all:

That Historic Green Mountain Falls Foundation, LLC, being the owner of the following described tract of land:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Historic Green Mountain Falls Foundation, LLC has executed these presents this ____ day of _____, 20____, A.D.

Elizabeth Eickman, Director
Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of _____)
County of _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 20____, A.D., By Elizabeth Eickman

Witness my had and seal

My commission expires: _____
Notary Public

Filing approvals:

The Annexation Plat of "Red Devil Mountain Parcel" to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing:

City Planning Director _____ date _____

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the ____ day of _____, 20____, A.D.

Attest: _____ by: _____ Mayor

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Status, 1973, as amended, have been met to the best of his knowledge and belief.

OLIVER E. WATTS "COLORADO" PE-LS 9853 _____ date _____
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

State of Colorado)
County of El Paso)

I hereby certify that this instrument was filed for recorded in my office at ____ o'clock ____m, this ____ day of _____, 20____, and is duly recorded at Reception no. _____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____ Deputy

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
oliewatts@aol.com
Celebrating over 40 years in business
1-24-2020

OLIVER E. WATTS PE-LS
OLIVER E. WATTS, CONSULTING ENGINEER, INC.
CIVIL ENGINEERING AND SURVEYING
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com

Celebrating over 40 years in business

LEGAL DESCRIPTION

DATE: January 23, 2020

JOB NO.: 18-5126

CLIENT: Historic Green Mountain Falls Foundation

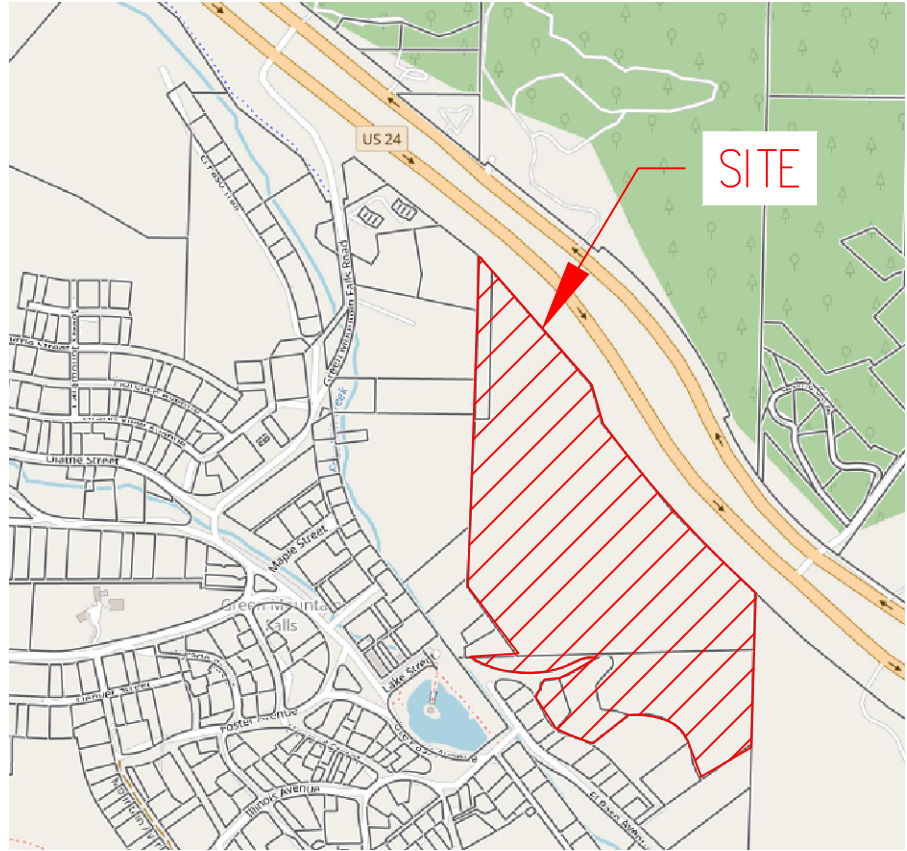
PURPOSE: Red Devil Mountain

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Oliver E. Watts Colo. PE-LS no. 9853
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

Date

Exhibit A



VICINITY MAP
N.T.S.

Owners

Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

Christian Keesee, Sole Member
Green Mountain Road, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

Legal Descriptions

Watson Parcel:
Lots 28, 29, 30, 31, 32, 33 and 34, and vacated Cheyenne Street adjacent thereto, in Block 18, Addition Number 2 to the Town of Green Mountain Falls, Excepting therefrom That portion of Lots 31 and 32, Block 18, Addition No. 2 to the Town of Green Mountain Falls, El Paso County, Colorado, according to the Plat thereof recorded in Plat Book B at Page 28 of the records of said county, described as follows: Beginning at the Westerly end of vacated Cheyenne Street; Thence along the Westerly line of said Lot 32, being the Easterly line of High Street, for the following two (2) courses; (1) Thence on a curve to the right having a central angle of 104°11'15", a radius of 25.00', a length of 45.46', and whose chord bears N26°26'13"E; (2) Thence on a curve to the left having a central angle of 09°33'06", a radius of 339.47', a length of 56.59', and whose chord bears N73°45'18"E; Thence S19°07'14"E, 66.65'; Thence S19°06'13"E, 64.98'; Thence S22°32'23"E, 34.82'; Thence S39°24'08"W, 104.03'; Thence along the South and West lines of vacated Cheyenne Street for the following three (3) courses; (1) Thence on a curve to the right having a central angle of 25°02'45", a radius of 166.63', and a length of 72.84'; Thence N25°39'24"W tangent to said curve, 110.42'; Thence N45°45'58"E, 42.20' to the Point of Beginning, County of El Paso, State of Colorado And containing 1.588 acres

Johnson Parcel A:
That unplatted portion of the Southeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., County of El Paso, State of Colorado, lying Northerly of Block 17 and Northerly and Northeasterly of Block 18, Green Mountain Falls Addition No. 2 and lying Northwesterly of that parcel conveyed by Deed recorded January 9, 1974 in Book 2649 at Page 12.
Johnson Parcel B:
A non-exclusive easement for ingress, egress and utilities over a portion of Lots 31, 32, 33 and 34 in Block 18 in Addition No. 2 to Green Mountain Falls, as described on Shared Driveway and Utility Easement Agreement recorded June 27, 2008 at Reception No. 208073542.
And containing 5.77 acres

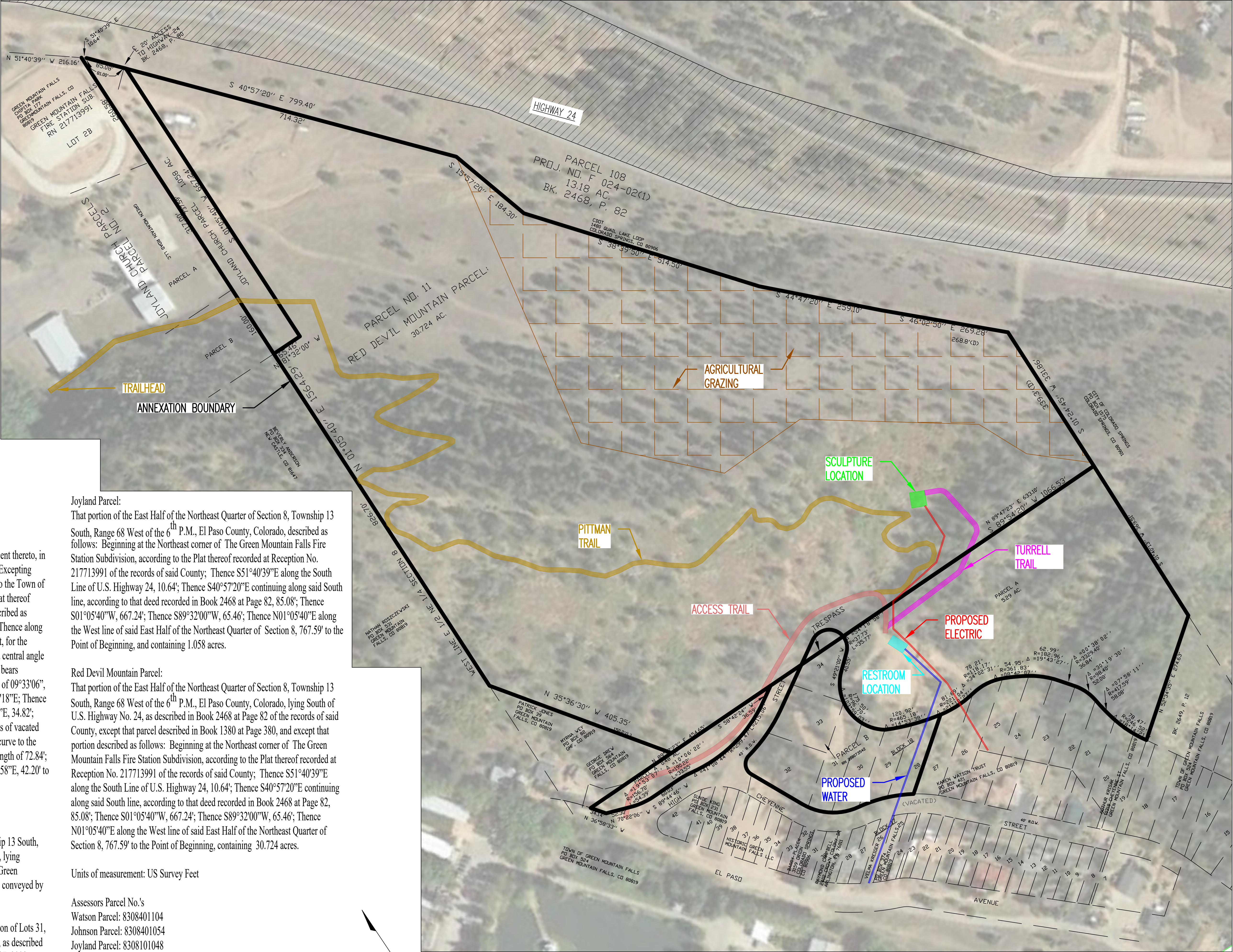
Joyland Parcel:
That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

Red Devil Mountain Parcel:
That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Units of measurement: US Survey Feet

Assessors Parcel No.'s
Watson Parcel: 8308401104
Johnson Parcel: 8308401054
Joyland Parcel: 8308101048
Red Devil Mountain Parcel: 8308101048

Proposed Zone: PUD



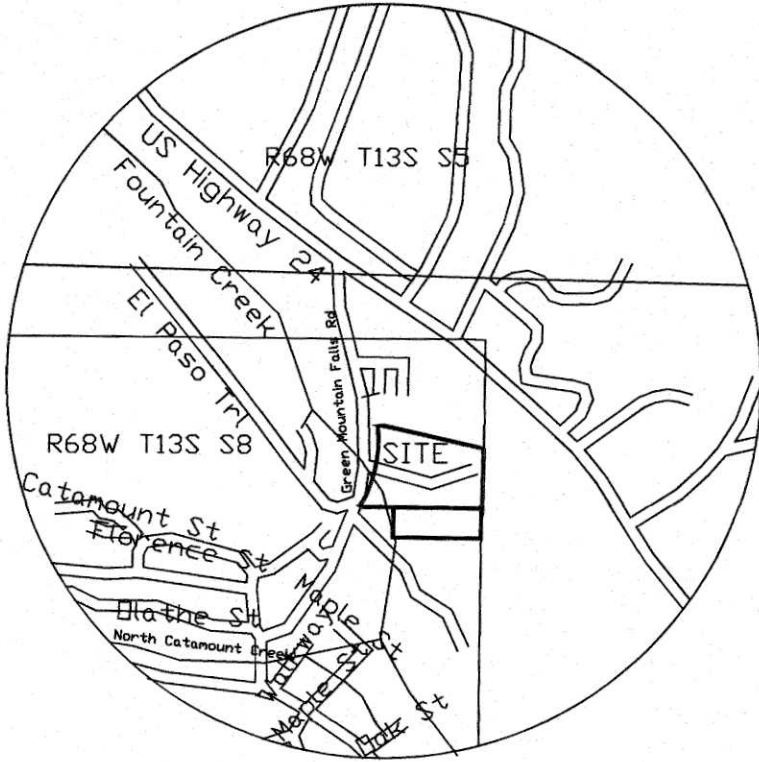
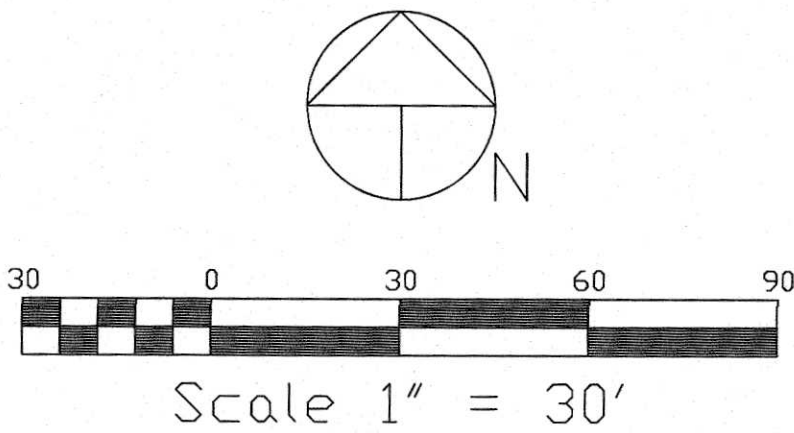
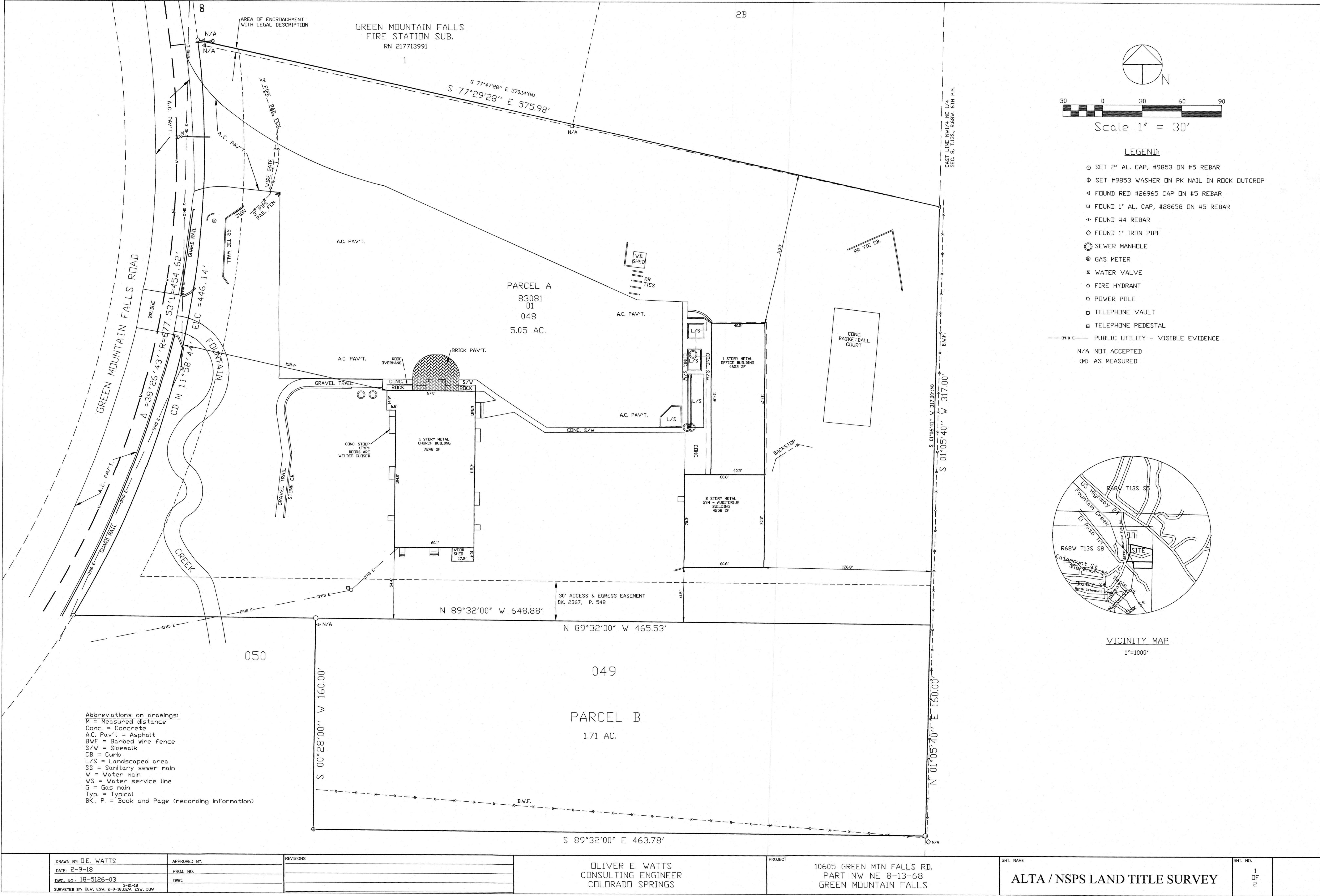
DEVELOPMENT PLAN
1" = 100'

REVISIONS	BY

ENTECH
ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 531-5599

DEVELOPMENT PLAN
RED DEVIL MOUNTAIN DEVELOPMENT
GREEN MOUNTAIN FALLS, CO
FOR: GREEN MOUNTAIN ROAD, LLC

DRAWN BY: AMN
DESIGNED BY:
CHECKED BY:
DATE: 10/30/2020
SCALE: AS SHOWN
JOB NO.: 201280
SHEET NO.: 1 OF 1 SHEETS



Bearings are based on GPS 1-step of the pins along the southern boundary of Green Mountain Falls Fire Station Subdivision, monumented as shown

Units of measurement: US Survey Feet

Address: 10605 Green Mountain Falls Rd, Green Mtn Fls, CO 80819

Title information was provided by the client as follows:

Title Company: Fidelity National Title Insurance Company

Commitment No: 510-F0600043-370-CSG, Amendment No. 1

Effective Date: January 2, 2018 at 7:00 A.M.

This survey does not constitute a Title search or opinion.

Notice: according to Colorado law you must commence any legal action based upon any defect in this Survey within three years after you first discover such defect. In no event may any action based upon any defect in this Survey be commenced more than ten years from the date of the certification shown hereon.

Flood plain: A portion of this parcel is within the limits of the 100 year flood plain as identified on FEMA Mapping Panel No. 08041C0459 F, dated March 17, 1997. Said portion is confined to the creek area

Title notes:

The following correspond to Schedule B numbers of the above referenced Title Commitment.

8. Easements for ingress and egress as set forth in deed recorded September 30, 1970 in Book 2367 at Page 548, affects the site, and is shown on the survey. NOTE: Terrain makes this easement all but unusable

9. Terms, conditions, provisions, agreements, easements and obligations contained in the Agreement as set forth below:

Recording Date: April 5, 1971

Recording No: Book 2399 at Page 524

Does not affect the site: See statement on top of age 2 of said agreement

10. Terms, conditions, provisions, agreements, easements and obligations contained in the Instrument as set forth below:

Recording Date: November 19, 1971

Recording No: Book 2450 at Page 586

Does not affect the parcels as they are within the limits of the Town of Green Mountain Falls

Legal description:

Parcel A:

A tract of land situate in the Northwest Quarter of the Northeast Quarter of Section 8, Township 13 South, Range 68

West of the 6th P.M., described as follows:

Commencing at the North Quarter corner of said Section 8, thence South 89° 14' East along the North line of said Section

8 a distance of 1330.56 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter; thence South

1° 5' 40" West along the East line thereof 998.27 feet to the Point of Beginning of the tract to be described herein;

thence continue South 1° 5' 40" West along the East line 317 feet to the Southeast corner of the said Northwest

Quarter of the Northeast Quarter; thence North 89° 32' West along the South line thereof 648.88 feet to the point of

intersection with the Easterly right of way line of a county road; thence Easterly along said right of way line on a curve

to the left having a radius of 677.53 feet, a central angle of 38° 26' 43", an arc distance of 454.62 feet, a cord bearing

North 11° 58' 44" East, a cord distance of 446.14 feet; thence South 77° 29' 28" East 575.98 feet to the Point of

Beginning, reserving therefrom an easement for ingress and egress over a strip of land 30 feet in width along the

Southerly and Westerly boundary of the above described tract, County of El Paso, State of Colorado

Parcel B:

Also a tract in the Southwest Quarter of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the

6th P.M., described as follows:

Commencing at the North Quarter corner of said Section 8, thence South 89° 14' East along the North line of said Section

8 a distance of 1330.56 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter; thence South

1° 5' 40" West on the East line thereof 1315.27 feet to the Point of Beginning of the tract to be described hereby;

thence North 89° 32' West 465.53 feet; thence South 0° 28' West 160 feet; thence South 89° 32' East 463.78 feet; thence

North 1° 5' 40" East 160 feet to the Point of Beginning, together with non-exclusive right to use easement described in

deed recorded September 30, 1970 in Book 2367 at Page 548, County of El Paso, State of Colorado

Total Acreages: 6.76

Certification:

To: Christian K. Keesee 1982 Revocable Trust

Agape Fellowship Incorporated, a Colorado nonprofit corporation who acquired title as Woodland Park Agape Fellowship

Incorporated, a Colorado nonprofit corporation

Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum

Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and

includes Items 1, 2, 3, 4, 7a, 7b1, 8, 9 and 11 of Table A thereof. The fieldwork was completed on 3-21-18.

Signed

OLIVER E. WATTS, CONSULTING ENGINEER, INC. date

For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

614 Elkton Drive, Colorado Springs, CO 80907 (719) 593-0173

olliewatts@aol.com

Celebrating over 39 years in business

Depositing information:

Deposited this _____ day of _____, 2018, at _____ o'clock ____m. In Book DEPT of the county surveyor's land survey plats/right-of-way surveys at Pages _____, Deposit Number _____.

Chuck Broerman

Clerk and recorder

By: _____

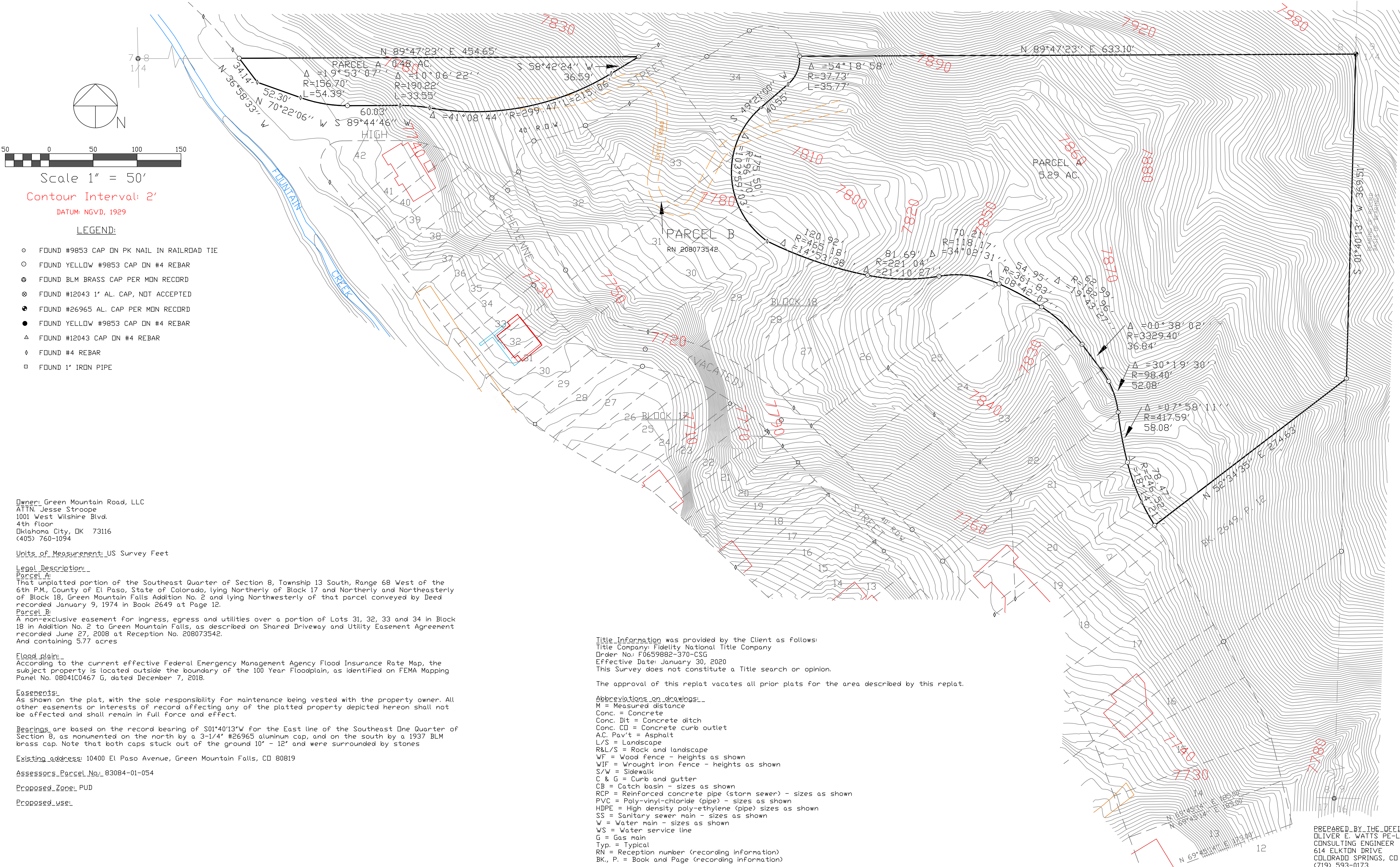
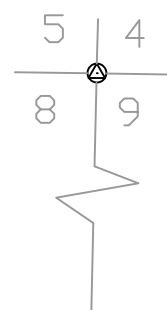
Deputy

SECTION 8, T.13S., R.68W., 6TH P.M.

DRAWN BY: O.E. WATTS DATE: 3-21-18 DWG. NO.: 18-5126-04 SURVEYED BY: DEW, ESW, 2-9-18 / DEW, ESW, DJV	APPROVED BY: PROJ. NO. DWG.	REVISIONS	OLIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS	PROJECT 10605 GREEN MTN FALLS RD. PART NW NE 8-13-68 GREEN MOUNTAIN FALLS	SHT. NAME ALTA / NSPS LAND TITLE SURVEY	SHT. NO. 2 OF 2

SITE PLAN

PART OF SECTION 8, T.13S., R.68W., 6TH P.M.
TO THE TOWN OF GREEN MOUNTAIN FALLS
EL PASO COUNTY, COLORADO



Owner: Green Mountain Road, LLC
ATTN: Jesse Stroope
1001 West Wilshire Blvd.
4th floor
Oklahoma City, OK 73116
(405) 760-1094

Units of Measurement: US Survey Feet

Legal Description:

Parcel A:
That unplatted portion of the Southeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., County of El Paso, State of Colorado, lying Northerly of Block 17 and Northerly and Northeasterly of Block 18, Green Mountain Falls Addition No. 2 and lying Northwesterly of that parcel conveyed by Deed recorded January 9, 1974 in Book 2649 at Page 12.
Parcel B:
A non-exclusive easement for ingress, egress and utilities over a portion of Lots 31, 32, 33 and 34 in Block 18 in Addition No. 2 to Green Mountain Falls, as described on Shared Driveway and Utility Easement Agreement recorded June 27, 2008 at Reception No. 208073542.
And containing 5.77 acres

Flood plain:

According to the current effective Federal Emergency Management Agency Flood Insurance Rate Map, the subject property is located outside the boundary of the 100 Year Floodplain, as identified on FEMA Mapping Panel No. 08041C0467 G, dated December 7, 2018.

Easements:

As shown on the plat, with the sole responsibility for maintenance being vested with the property owner. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect.

Bearings are based on the record bearing of S01°40'13"W for the East line of the Southeast One Quarter of Section 8, as monumented on the north by a 3-1/4" #26965 aluminum cap, and on the south by a 1937 BLM brass cap. Note that both caps stuck out of the ground 10" - 12" and were surrounded by stones

Existing address: 10400 El Paso Avenue, Green Mountain Falls, CO 80819

Assessors Parcel No.: 83084-01-054

Proposed Zone: PUD

Proposed use:

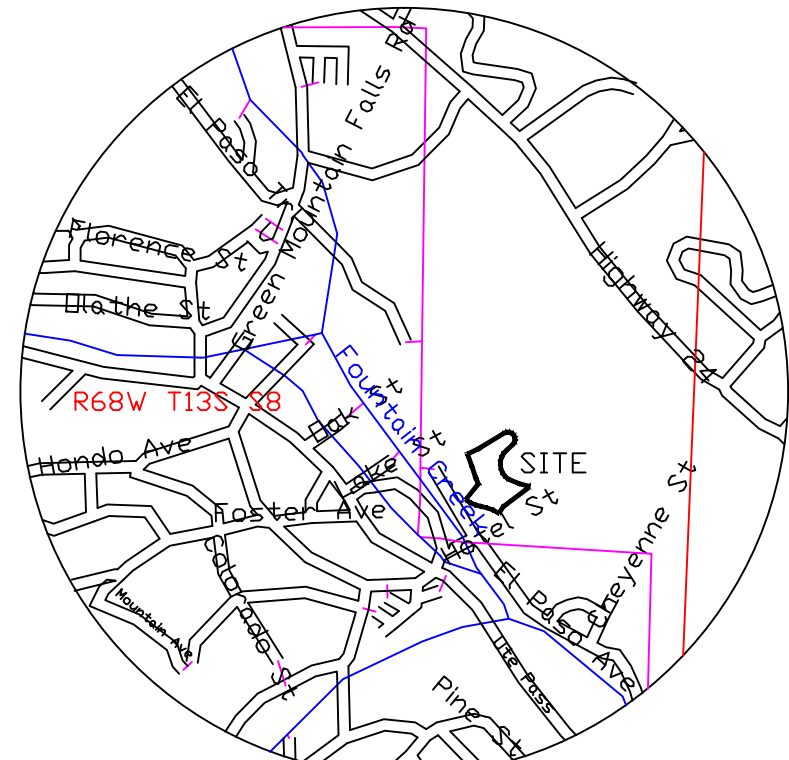
Title Information was provided by the Client as follows:
Title Company: Fidelity National Title Company
Order No: F0659882-370-CSG
Effective Date: January 30, 2020
This Survey does not constitute a Title search or opinion.

The approval of this replat vacates all prior plats for the area described by this replat.

Abbreviations on drawings:

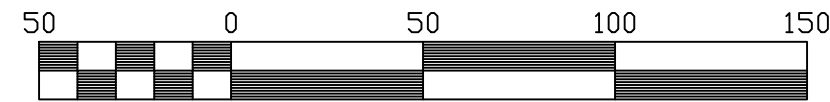
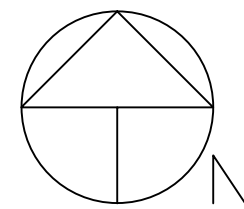
M = Measured distance
Conc. = Concrete
Conc. Dlt = Concrete ditch
Conc. CD = Concrete curb outlet
A.C. Pav't = Asphalt
L/S = Landscape
R&L/S = Rock and landscape
WF = Wood fence - heights as shown
WIF = Wrought iron fence - heights as shown
S/W = Sidewalk
C & G = Curb and gutter
CB = Catch basin - sizes as shown
RCP = Reinforced concrete pipe (storm sewer) - sizes as shown
PVC = Poly-vinyl-chloride (pipe) - sizes as shown
HDPE = High density poly-ethylene (pipe) sizes as shown
SS = Sanitary sewer main - sizes as shown
W = Water main - sizes as shown
WS = Water service line
G = Gas main
Typ. = Typical
RN = Reception number (recording information)
BK., P. = Book and Page (recording information)

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
oliewatts@aol.com
Celebrating over 41 years in business



VICINITY MAP

1"=1000'



Scale 1" = 50'

- SET YELLOW #9853 CAP DN #4 REBAR
- FOUND YELLOW #9853 CAP DN #4 REBAR
- △ FOUND YELLOW LAMBERT CAP DN #4 REBAR
- ◇ FOUND #4 REBAR
- FOUND 1/2" IRON PIPE

Owner: Historic Green Mountain Falls Foundation, LLC
ATTN: Jesse Stroope
1001 West Wilshire Blvd.
4th Floor
Oklahoma City, OK 73116
(405) 760-1094

Units of Measurement: US Survey Feet

Legal Description:

Lots 28, 29, 30, 31, 32, 33 and 34, and vacated Cheyenne Street adjacent thereto, in Block 18, Addition Number 2 to the Town of Green Mountain Falls, Excepting therefrom That portion of Lots 31 and 32, Block 18, Addition No. 2 to the Town of Green Mountain Falls, El Paso County, Colorado, according to the Plat thereof recorded in Plat Book B at Page 28 of the records of said county, described as follows: Beginning at the Westerly end of vacated Cheyenne Street; Thence along the Westerly line of said Lot 32, being the Easterly line of High Street, for the following two (2) courses; (1) Thence on a curve to the right having a central angle of 104°11'15", a radius of 25.00', a length of 45.46', and whose chord bears N26°26'13"E; (2) Thence on a curve to the left having a central angle of 09°33'06", a radius of 339.47', a length of 56.59', and whose chord bears N73°45'18"E; Thence S19°07'14"E, 66.65'; Thence S19°06'13"E, 64.98'; Thence S22°32'23"E, 34.82'; Thence S39°24'08"W, 104.03'; Thence along the South and West lines of vacated Cheyenne Street for the following three (3) courses; (1) Thence on a curve to the right having a central angle of 25°02'45", a radius of 166.63', and a length of 72.84'; Thence N25°39'24"W tangent to said curve, 110.42'; Thence N45°45'58"E, 42.20' to the Point of Beginning, County of El Paso, State of Colorado
And containing 1.588 acres

Flood plain:

According to the current effective Federal Emergency Management Agency Flood Insurance Rate Map, the subject property is located outside the boundary of the 100 Year Floodplain, as identified on FEMA Mapping Panel No. 08041C0467 G, dated December 7, 2018.

Easements:

As shown on the plat, with the sole responsibility for maintenance being vested with the property owner. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect.

Bearings are based on the record bearing of S01°40'13"W for the East line of the Southeast One Quarter of Section 8, as monumented on the north by a 3-1/4" #26965 aluminum cap, and on the south by a 1937 BLM brass cap. Note that both caps stuck out of the ground 10" - 12" and were surrounded by stones

Existing address: Cheyenne St., Green Mountain Falls, CO 80819

Assessors Parcel No.: 83084-01-105

Proposed Zone: PUD

Proposed use:

Title Information was provided by the Client as follows:

Title Company: Fidelity National Title Company

Order No. F0678734-370-CSG

Effective Date: July 14, 2020

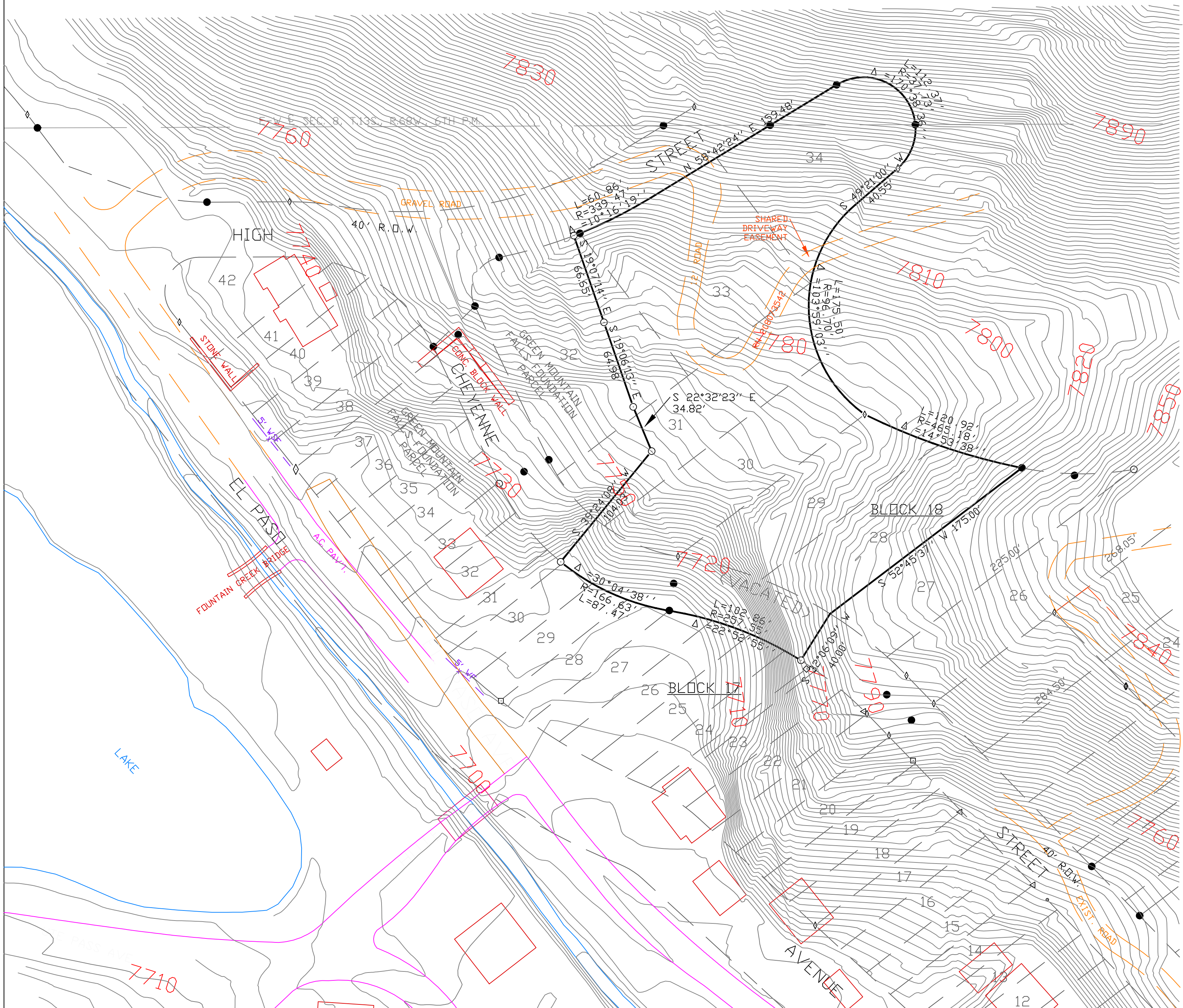
This Survey does not constitute a Title search or opinion.

The approval of this replat vacates all prior plats for the area described by this replat.

Abbreviations on drawings:

M = Measured distance
Conc. = Concrete
Conc. Dit = Concrete ditch
Conc. CD = Concrete curb outlet
A.C. Pav't = Asphalt
L/S = Landscape
R&L/S = Rock and landscape
WF = Wood fence - heights as shown
WIF = Wrought iron fence - heights as shown
S/W = Sidewalk
C & G = Curb and gutter
CB = Catch basin - sizes as shown
RCP = Reinforced concrete pipe (storm sewer) - sizes as shown
PVC = Poly-vinyl-chloride (pipe) - sizes as shown
HDPE = High density poly-ethylene (pipe) sizes as shown
SS = Sanitary sewer main - sizes as shown
W = Water main - sizes as shown
WS = Water service line
G = Gas main
Typ. = Typical
RN = Reception number (recording information)
BK., P. = Book and Page (recording information)

City File No:



Prepared by the office of:
Oliver E. Watts, Consulting Engineer, Inc.
614 Elkton Drive
Colorado Springs, CO 80907
(719) 593-0173
oliewatts@aol.com
Celebrating over 41 years in business

<p>DRAWN BY: O.E. WATTS DATE: 9-8-20 DWG. NO.: 20-5462-07 TOPGRAPHY BY: CITY FILE SURVEYED BY: DWT, GG, 1987 DEW, ESW THRU 7-21-20</p>	<p>APPROVED BY: PROJ. NO. DWG.</p>	<p>REVISIONS</p>	<p>OLIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS</p>	<p>PROJECT ADD. NO. 2 TO GREEN MTN. FALLS PART S.8, T.13S., R.68W., 6TH P.M. EL PASO COUNTY, COLORADO</p>	<p>SHT. NO. 1 OF 1</p> <p>SITE PLAN</p>
--	--	------------------	---	---	---



To: Mayor Newberry and GMF Board of Trustees
From: GMF Land Use & Planning
Date: October 13, 2020
Re: Red Devil Mountain Annexation Petition

Background

Historical Green Mountain Falls Foundation (HGMFF) has been working with Town Staff, Town Attorney, and Planning Commission for more than a year on a proposed land annexation into Green Mountain Falls. The Applicant, Mr. Jesse Stroope on behalf of HGMFF, has submitted supporting material for the Board's consideration:

- Letter of Intent (Attachment A)
- Annexation Petition (Attachment B)
- Annexation Plat Maps with Legal Description (Attachment C)
- Zoning Amendment Petition and Maps (Attachment D)
- PUD Zoning Sketch Plan (Attachment E)

This is an opportunity for the Board to review annexation documents and ask for clarification from the Petitioner and Staff or request further direction from Town Attorney. If the Board finds the petition to be in substantial compliance with Municipal Annexation Act of 1965 and finds it to be valid, the Board may consider Resolution 2020-15, Resolution of Intent to Annex.

Discussion

The Petitioner is proposing annexation of two parcels, to be part of the Planned Unit Development (PUD) Zoning Designation:

- Red Devil Mountain Parcel, Parcel Number 8308101102. El Paso County (EPC) Assessor shows the 1.05-acre parcel is owned by Historic Green Mountain Falls Foundation, LLC and zoned R-T Residential Topographic with a land use of agricultural grazing.
- Joyland Church Parcel, Parcel Number 8308101103. EPC Assessor shows the 29.27-acre parcel is owned by Green Mountain Road, LLC and zoned R-T Residential Topographic with a land use of agricultural grazing.

During the annexation process, the Planning Commission and Board of Trustees will consider Zoning Amendments pursuant to GMF Zoning Code §16-711:

- Joyland Church Parcel A, EPC Parcel Number 8308101048, Business to PUD
- Joyland Church, Parcel B, EPC Parcel Number 8308101049, Business to PUD
- Johnson Parcel, EPC Parcel Number 8308401054, 5-A SF Residential to PUD
- Watson Parcel, EPC Parcel Number 8308401104 SF Residential to PUD

As part of the annexation fees, HGMFF paid for legal guidance from GMF Town Attorneys Jeff Parker and Alexandra Slaten. Town Attorney reviewed HGMFF's draft documents (Attachments A-E) and responded to Town Staff's questions:

1. The PUD Zoning Amendment of four parcels can be considered concurrently during the annexation process?

This is acceptable and permitted under Code § 16-311(c) so long as there is a land use proposal being made. A development plan must be submitted along with the petition pursuant to Code § 16-311(h). A development plan requires more details than the current master plan pursuant to the requirements listed in Code § 16-713(c)(3).

2. Are the Annexation Petition and plat maps sufficient, as submitted?

Jesse Stroope has submitted all required documentation to prove his authority to handle the annexation. However, the maps submitted are still insufficient in that they fail to state the ownership of all surrounding unplatted land or provide the lots or blocks of all platted land. These descriptions are required under C.R.S. § 31-12-107(1)(d)(III). However, if the Town does still want to move forward with this petition, the map can likely be found in substantial compliance with the statutory requirements pursuant to C.R.S. 31-12-107(1)(g).

3. Can the Draft Annexation Agreement be amended during the public hearings and agreed upon by both parties as part of the annexation ordinance?

Annexation agreements are not required by Colorado law and are a matter of negotiation by the Town and the party seeking to have land annexed. The agreement is a contract and should be filed concurrently with the ordinance that provides for the annexation of the property, and finalized, signed and adopted by resolution at that same meeting where the annexation is approved. However, there is no statutory timeline that must be followed for this agreement.

4. How should advisory committees, the Board, and Staff address public and/or private trails and trail heads? Will this be a detailed part of the Annexation Agreement that has not been finalized? What about the future review of an art installation?

Trails will be addressed in the Annexation Agreement. If HGMFF is not dedicating a trail to the Town, Section 5 (Draft Annexation Agreement, Attachment F) can be revised to reflect the agreement finally reached with the Town regarding ownership and construction, but this section should remain separate.

The Town can certainly require that the petitioner submit a management plan for the trail with its annexation petition, laying out specific standards that must be maintained for the trail. These standards are permanently binding conditions that aren't subject to amendment via rezoning since they are put in place at the annexation stage and would take care of most issues associated with a privately managed public trail such as guaranteed continued public access and responsible maintenance practices.

The Town will need to decide if it would like to manage the trail head that is proposed to be located in the right-of-way, or if it would rather grant a revocable permit to HGMFF to operate this trailhead in the right-of-way.

On and off-site impacts caused by the new development such as parking, restrooms, trash, and law enforcement can and should be addressed in the development plan. The Code in § 16-

713(c)(3)(B) gives the Town wide latitude in considering things such as design compatibility with the surrounding area and traffic impacts when approving a development plan for a PUD.

The Town can demand more during the annexation stage with the annexation agreement than it can at the land use approval stages. If there are concerns about the impacts that the art installation will have off-site, these can be incorporated into the annexation agreement by requiring the HGMFF to come up with another management plan to mitigate these impacts, similar to the trail management. Again, these standards are permanent binding conditions that aren't subject to amendment via rezoning because they are implemented by contract at the annexation stage. If the Town does not want to address this during annexation proceedings, protections are still offered during the land use approval process as any development must follow the Policies set forth in Chapter 16, Article II of the Town's Code and the Town can require mitigation to that end.

GMF Staff drafted an annexation procedure outline for Board discussion and public hearing planning (Attachment G).

Town of Green Mountain Falls

October 1, 2020

Dear Board of Trustees,

Please find attached an application for annexation of property into the Town of Green Mountain Falls. The documents detail zoning requests and project plans for a recreational area called Red Devil Mountain. Common stakeholders in this project include Green Box, Green Mountain Road, LLC and Historic Green Mountain Falls Foundation.

Red Devil Mountain will be inclusive of a nature walk, large animal grazing lands, hiking trails, and a permanent art installation by artist James Turrell. The development includes parking and ADA compliant restroom facilities. The recreational area will be open year round and will be managed daily by Green Box. The James Turrell art installation will expand opportunities for Green Mountain Falls to attract visitors beyond the hiking community. These cultural tourists typically enjoy amenities in a community for a number of days, and seek out local businesses and restaurants to complete their visit. Many visitors of the Skyspace will visit for days at a time and will visit multiple times per year doing light studies within the art installation. Finally, the development will create educational opportunities through Green Box programming in partnership with MSSD14.

The Red Devil Mountain Development includes lands which are currently zoned in Green Mountain Falls and land which is outside of Green Mountain Falls. The annexation of lands outside of town limits and combined with rezoned parcels within town limits will bring the whole of the project into Green Mountain Falls. This creates opportunities for the local Chamber of Commerce, will be a year round tourism driver, and will ensure protected open space which is currently the backdrop between Gazebo Park and highway 24. The new hiking trails also create a pedestrian avenue between the lake and town hall.

I think that this opportunity for year-round Green Box programming and a permanent art installation in a highly organized recreational area is a wonderful asset to the town of Green Mountain Falls. This endeavor is highly supported by the Comprehensive Plan and I appreciate your consideration of the project.

A handwritten signature in dark ink, appearing to read 'Jesse Stroope', with a long horizontal line extending to the right.

Jesse Stroope

Project Planner

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO

From: PROPERTY KNOWN AS: _____ Joyland Church Parcel _____

We, the undersigned petitioners, in compliance with the "Municipal Annexation Act of 1967" as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended, hereby petition and request the Board of Trustees of the Town of Green Mountain Falls, Colorado, to approve the annexation to the Town of Green Mountain Falls the following described unincorporated territory located in the Counties of El Paso County, State of Colorado, to wit:

Land to be annexed is described as: Joyland Church Parcel as shown on the attached certified survey by Oliver Watts, Licensed Surveyor, dated July 15, 2019.

In support of their Petition, Petitioners state as follows:

1. It is desirable and necessary that the above-described territory be annexed to the Town of Green Mountain Falls, Colorado.
2. That the area sought to be annexed meets the requirements of C.R.S. §§ 31-12-104 and 105.
3. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Green Mountain Falls.
4. A community of interest exists between the Town and the territory proposed to be annexed to the Town of Green Mountain Falls.
5. The territory proposed to be annexed is urban or will be urbanized in the near future.
6. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Green Mountain Falls.
7. The undersigned are owners of 100% of the real property included in the territory to be annexed and hereby consent to the establishment of the boundaries of the territory as described above.
8. The territory proposed for annexation is not presently a part of any unincorporated city, city and county, or town, nor have annexation proceedings been commenced for the annexation of part or all such territory to another municipality.
9. Annexation of the above described territory will not result in the detachment of any territory from any school district.
10. The requirements of Sections 31-12-104 Eligibility for Annexation and 31-12-105 Limitations of the Colorado Revised Statutes, as amended, exist and have been satisfied.
11. That the Town of Green Mountain Falls shall not be required to assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets

WHEREFORE, the undersigned petitioners request that the Board of Trustees of the Town of Green Mountain Falls (1) take the appropriate action to entertain this petition, fix a date for public hearing, cause notice to be published and posted which specifies the time and place of such hearing, and invite all persons interested to appear and voice approval or disapproval of the proposed annexation; and (2) following the hearing determine by ordinance that the annexation shall be made, annexing the above territory or area, and declaring a date whereon the annexation shall be effective; and that the territory or area so annexed shall become a part of the Town of Green Mountain Falls, Colorado, subject to its law and ordinances then and thereafter in force.

Signed this 31 day of July, 2020.

Christian Keese

Christian Keese, Sole Member

Green Mountain Road, LLC

1001 W> Wilshire Blvd, Fourth Floor

Oklahoma City, OK 73116



STATE OF OKLAHOMA Signed by Kathy McCord COUNTY OF Oklahoma
Printed Name Kathy McCord Subscribed and sworn before me this Mailing Address
1001 W. Wilshire Blvd. 31 day of July 2020
My commission expires: August 3 Date 2020

STATE OF COLORADO Signed by _____ COUNTY OF _____
Printed Name _____ Subscribed and sworn before me this
Mailing Address _____ day of _____ 20____
My commission expires: _____ Date _____

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO

From: PROPERTY KNOWN AS: _____ Red Devil Mountain Parcel _____

We, the undersigned petitioners, in compliance with the "Municipal Annexation Act of 1967" as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended, hereby petition and request the Board of Trustees of the Town of Green Mountain Falls, Colorado, to approve the annexation to the Town of Green Mountain Falls the following described unincorporated territory located in the Counties of El Paso County, State of Colorado, to wit:

Land to be annexed is described as: Red Devil Mountain Parcel as shown on the attached certified survey by Oliver Watts, Licensed Surveyor, dated July 15, 2019.

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2. That the area sought to be annexed meets the requirements of C.R.S. §§ 31-12-104 and 105.
3. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Green Mountain Falls.
4. A community of interest exists between the Town and the territory proposed to be annexed to the Town of Green Mountain Falls.
5. The territory proposed to be annexed is urban or will be urbanized in the near future.
6. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Green Mountain Falls.
7. The undersigned are owners of 100% of the real property included in the territory to be annexed and hereby consent to the establishment of the boundaries of the territory as described above.
8. The territory proposed for annexation is not presently a part of any unincorporated city, city and county, or town, nor have annexation proceedings been commenced for the annexation of part or all such territory to another municipality.
9. Annexation of the above described territory will not result in the detachment of any territory from any school district.
10. The requirements of Sections 31-12-104 Eligibility for Annexation and 31-12-105 Limitations of the Colorado Revised Statutes, as amended, exist and have been satisfied.
11. That the Town of Green Mountain Falls shall not be required to assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets

WHEREFORE, the undersigned petitioners request that the Board of Trustees of the Town of Green Mountain Falls (1) take the appropriate action to entertain this petition, fix a date for public hearing, cause notice to be published and posted which specifies the time and place of such hearing, and invite all persons interested to appear and voice approval or disapproval of the proposed annexation; and (2) following the hearing determine by ordinance that the annexation shall be made, annexing the above territory or area, and declaring a date whereon the annexation shall be effective; and that the territory or area so annexed shall become a part of the Town of Green Mountain Falls, Colorado, subject to its law and ordinances then and thereafter in force.

Signed this 31 day of July, 2020.


Elizabeth Eickman, Director

Historic Green Mountain Falls Foundation, LLC

1001 W> Wilshire Blvd, Fourth Floor

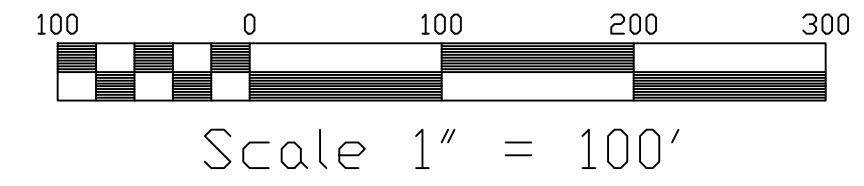
Oklahoma City, OK 73116



STATE OF OKLAHOMA Signed by Kathy McCord COUNTY OF Oklahoma
Printed Name Kathy McCord Subscribed and sworn before me this Mailing Address
1001 W. Wilshire Blvd. 31 day of July 2020
My commission expires: August 3 Date 2020

STATE OF COLORADO Signed by _____ COUNTY OF _____
Printed Name _____ Subscribed and sworn before me this
Mailing Address _____ day of _____ 20____
My commission expires: _____ Date _____

PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R. 68W. OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



- SET YELLOW #9853 CAP ON #4 REBAR
- ⊗ FOUND BLM BRASS CAP PER MDN RECORD 1937
- ◇ FOUND 2' AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1' PIPE - NOT ACCEPTED
- ◇ FOUND CDOT 1-1/4' AL. CAP, ILLEGIBLE
- ◇ FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- ◇ FOUND #4 REBAR

1. The percentage of property contiguous to the town limits of Green Mountain Falls is 48.1 %.
2. As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.
3. Ownership information was provided by: Warranty Deed,
This Plat does not constitute a title search or opinion.
4. Note: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his knowledge and belief.

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
olleewatts@aol.com
Celebrating over 40 years in business

OLIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS 1-22-2020 DEW 18-5126-09

OLIVER E. WATTS PE-LS
OLIVER E. WATTS, CONSULTING ENGINEER, INC.
CIVIL ENGINEERING AND SURVEYING
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com

Celebrating over 40 years in business

LEGAL DESCRIPTION

DATE: January 23, 2020

JOB NO.: 18-5126

CLIENT: Green Mountain Road, LLC

PURPOSE: Joyland Parcel

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

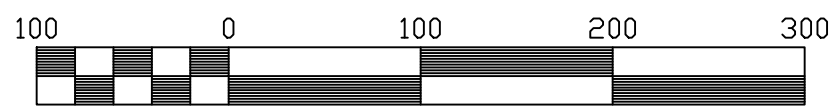
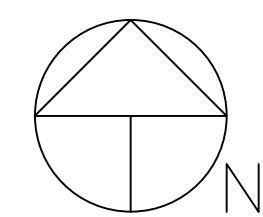
Oliver E. Watts Colo. PE-LS no. 9853
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

Date

Exhibit A

ANNEXATION PLAT
RED DEVIL MOUNTAIN PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS

PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R. 68W. OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



Scale 1" = 100'

LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD 1937
- ⊗ FOUND 2" AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1" PIPE - NOT ACCEPTED
- ◇ FOUND CDDT 1-1/4" AL. CAP, ILLEGIBLE
- ◁ FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- ◇ FOUND #4 REBAR

Notes:

- The percentage of property contiguous to the town limits of Green Mountain Falls is 26.3 %.
- As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.
- Ownership information was provided by: Warranty Deed, This Plat does not constitute a title search or opinion.
- Note: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Be it known by all:

That Historic Green Mountain Falls Foundation, LLC, being the owner of the following described tract of land:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Historic Green Mountain Falls Foundation, LLC has executed these presents this ____ day of _____, 20____, A.D.

Elizabeth Eickman, Director
Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of _____)
County of _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 20____, A.D., By Elizabeth Eickman

Witness my hand and seal

My commission expires: _____
Notary Public

Filing approvals:

The Annexation Plat of "Red Devil Mountain Parcel" to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing:

City Planning Director _____ date _____

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the ____ day of _____, 20____, A.D.

Attest: _____ by: _____ Mayor

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Status, 1973, as amended, have been met to the best of his knowledge and belief.

OLIVER E. WATTS "COLO. PE-LS 9853" _____ date _____
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

State of Colorado)
County of El Paso)

I hereby certify that this instrument was filed for recorded in my office at ____ o'clock ____m, this ____ day of _____, 20____, and is duly recorded at Reception no. _____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____
Deputy

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
oliewatts@aol.com
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1-24-2020

OLIVER E. WATTS PE-LS
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FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com

Celebrating over 40 years in business

LEGAL DESCRIPTION

DATE: January 23, 2020

JOB NO.: 18-5126

CLIENT: Historic Green Mountain Falls Foundation

PURPOSE: Red Devil Mountain

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Oliver E. Watts Colo. PE-LS no. 9853
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

Date

Exhibit A



Land Use Approval Application

This application form must be submitted with each land use approval request. Please refer to the appropriate Checklist of Supplemental Materials for a complete list of all documents that must accompany this form.

More information is available on the [Land Use & Planning](#) webpage.

PART I – APPLICANT INFORMATION

Applicant: Jesse Stroope
Address: 10770 Florence ave.
E-Mail: jessestroope@yahoo.co
Phone: 405-760-1094
Owner(s): Green Mountain Road, LLC
Address: 1001 W. Wilshire Blvd, Fourth Floor
E-mail: webid@outlookgmf.com
Phone: 405-767-3703

PART II- PROPERTY INFORMATION

Address: 10605 A Green Mountain Falls Rd.	
Zoning Designation: Business	Lot Size: 5 Acres
Hillside Overlay zone? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Land Survey Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

PART III- LAND USE

Brief Project Description: Addition of public trail head and parking
Type of Land Use Approval: Business to PUD

PART IV- CERTIFICATION & SIGNATURE

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge. I certify that I understand that the proposed development will be in accordance with all provisions of the Town of Green Mountain Falls Municipal Code and other applicable regulations.

Applicant Signature *Jesse Stroope* Date 9.24.2020

Owner Signature *Christina Kiser* Date 24 Sept. '20

Owner Signature _____ Date _____



Land Use Approval Application

This application form must be submitted with each land use approval request. Please refer to the appropriate Checklist of Supplemental Materials for a complete list of all documents that must accompany this form.

More information is available on the [Land Use & Planning](#) webpage.

PART I – APPLICANT INFORMATION

Applicant: Jesse Stroope
Address: 10770 Florence Ave.
E-Mail: jessestroope@yahoo.com
Phone: 405-760-1094
Owner(s): Green Mountain Road, LLC
Address: 1001 W. Wilshire Blvd, Fourth Floor
E-mail: webid@outlookgmf.com
Phone: 405-767-3703

PART II- PROPERTY INFORMATION

Address: Highway 24	
Zoning Designation: R-T	Lot Size: 1.05 Acres
Hillside Overlay zone? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Land Survey Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

PART III- LAND USE

Brief Project Description: Public Trail
Type of Land Use Approval: R-T

PART IV- CERTIFICATION & SIGNATURE

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge. I certify that I understand that the proposed development will be in accordance with all provisions of the Town of Green Mountain Falls Municipal Code and other applicable regulations.

Applicant Signature Jesse Stroope Date 9-24-2020

Owner Signature Christina Lumen Date 24 Sept. '20

Owner Signature _____ Date _____



Land Use Approval Application

This application form must be submitted with each land use approval request. Please refer to the appropriate Checklist of Supplemental Materials for a complete list of all documents that must accompany this form.

More information is available on the [Land Use & Planning](#) webpage.

PART I – APPLICANT INFORMATION

Applicant: Jesse Stroope
Address: 10770 Florence ave.
E-Mail: jessestroope@yahoo.com
Phone: 405-760-1094
Owner(s): Historic Green Mountain Falls Foundation
Address: 1001 W. Wilshire Blvd, Fourth Floor
E-mail: l.eickman@occf.org
Phone: 405-767-3702

PART II- PROPERTY INFORMATION

Address: 10340 Cheyenne st.	
Zoning Designation: Residential	Lot Size: 1.58 Acers
Hillside Overlay zone? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Land Survey Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

PART III- LAND USE

Brief Project Description: Trail and Open space area
Type of Land Use Approval: Residential to PUD

PART IV- CERTIFICATION & SIGNATURE

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge. I certify that I understand that the proposed development will be in accordance with all provisions of the Town of Green Mountain Falls Municipal Code and other applicable regulations.

Applicant Signature  Date 9-24-2020

Owner Signature  Date 9-24-2020

Owner Signature _____ Date _____



Land Use Approval Application

This application form must be submitted with each land use approval request. Please refer to the appropriate Checklist of Supplemental Materials for a complete list of all documents that must accompany this form.

More information is available on the [Land Use & Planning](#) webpage.

PART I – APPLICANT INFORMATION

Applicant: Jesse Stroope
Address: 10770 Florence ave.
E-Mail: jessestroope@yahoo.com
Phone: 405-760-1094
Owner(s): Historic Green Mountain Falls Foundation
Address: 1001 W. Wilshire Blvd, Fourth Floor
E-mail: l.eickman@occf.org
Phone: 405-767-3702

PART II- PROPERTY INFORMATION

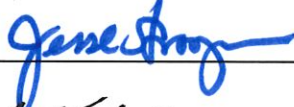
Address: 10400 El Paso Ave.	
Zoning Designation: Residential	Lot Size: 7.14 Acres
Hillside Overlay zone? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Land Survey Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>


PART III- LAND USE

Brief Project Description: Trail Scenic Overlook, Restrooms
Type of Land Use Approval: Res to PUD

PART IV- CERTIFICATION & SIGNATURE

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge. I certify that I understand that the proposed development will be in accordance with all provisions of the Town of Green Mountain Falls Municipal Code and other applicable regulations.

Applicant Signature  Date 9-24-2020

Owner Signature  Date 9-24-2020

Owner Signature _____ Date _____

Title notes:
The following correspond to Schedule B numbers of the above referenced Title Commitment.
8. Easements for ingress and egress as set forth in deed recorded September 30, 1970 in Book 2367 at Page 548, affects the site, and is shown on the survey. NOTE: Terrain makes this easement all but unusable
Terms, conditions, provisions, agreements, easements and obligations contained in the Agreement as set forth below:
Recording Date: April 5, 1971
Recording No: Book 2399 at Page 524
Does not affect the site: See statement on top of age 2 of said agreement
10. Terms, conditions, provisions, agreements, easements and obligations contained in the Instrument as set forth below:
Recording Date: November 19, 1971
Recording No: Book 2450 at Page 586
Does not affect the parcels as they are within the limits of the Town of Green Mountain Falls

To: Christian K. Keesee 1982 Revocable Trust
Agape Fellowship Incorporated, a Colorado nonprofit corporation who acquired title as Woodland Park Agape Fellowship Incorporated, a Colorado nonprofit corporation
Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7a, 7b1, 8, 9 and 11 of Table A thereof. The fieldwork was completed on 3-21-18.

Signed OLIVER E. WATTS OLD PEAK 9853 3/21/18 date
For and on behalf of OLIVER E. WATTS CONSULTING ENGINEER, INC.
614 Elkton Drive, Colorado Springs, CO 80907 (719) 593-0173
olliewatts@aol.com
Celebrating over 39 years in business

By: _____
Deputy

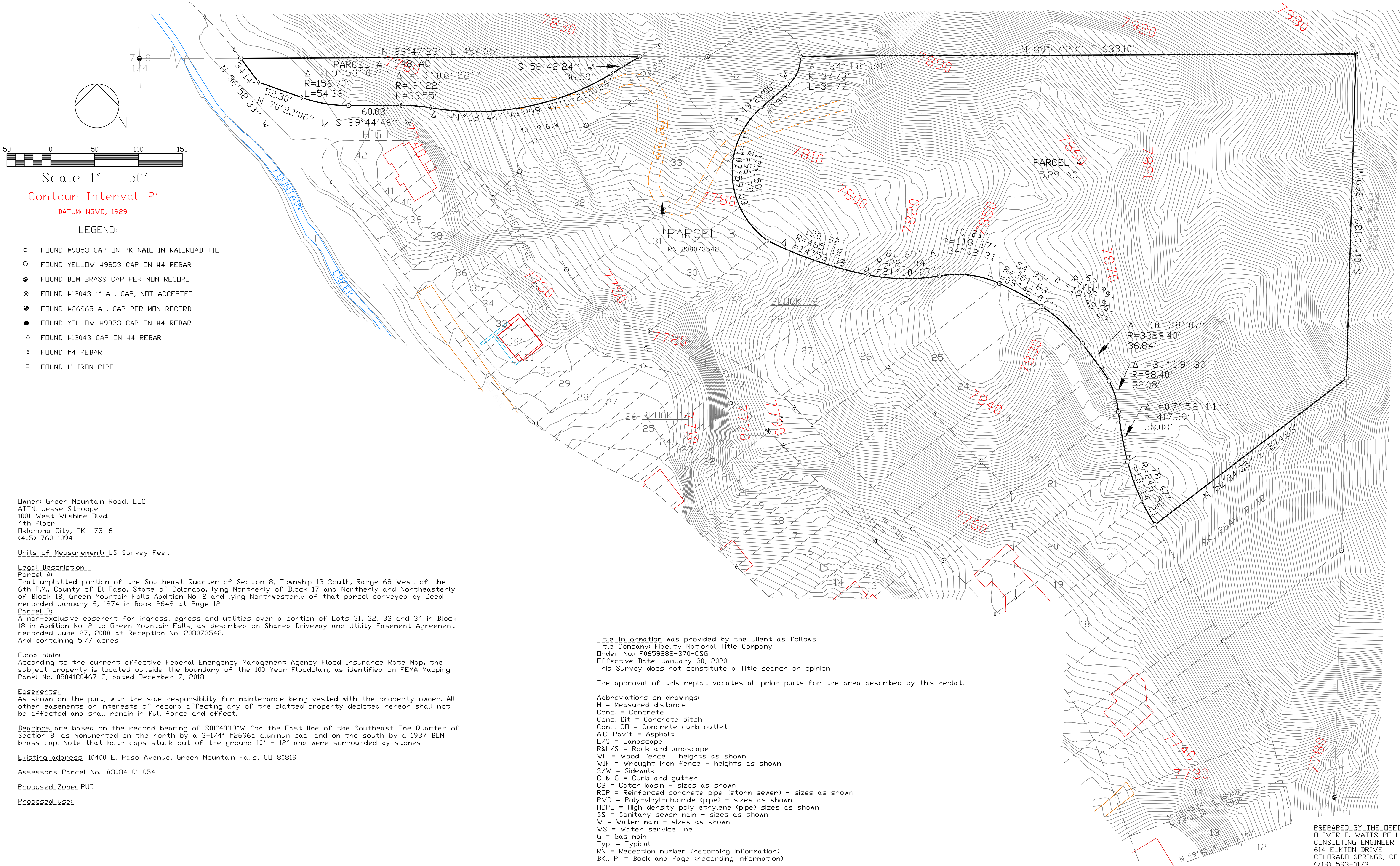
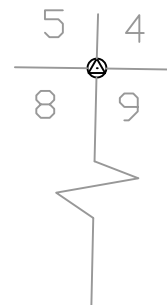
PROJECT 10605 GREEN MTN FALLS RD.
PART NW NE 8-13-68
GREEN MOUNTAIN FALLS

ALTA / NSPS LAND TITLE SURVEY

2
OF
2

SITE PLAN

PART OF SECTION 8, T.13S., R.68W., 6TH P.M.
TO THE TOWN OF GREEN MOUNTAIN FALLS
EL PASO COUNTY, COLORADO



Owner: Green Mountain Road, LLC
ATTN: Jesse Stroope
1001 West Wilshire Blvd.
4th floor
Oklahoma City, OK 73116
(405) 760-1094

Units of Measurement: US Survey Feet

Legal Description:

Parcel A:
That unplatted portion of the Southeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., County of El Paso, State of Colorado, lying Northerly of Block 17 and Northerly and Northeasterly of Block 18, Green Mountain Falls Addition No. 2 and lying Northwesterly of that parcel conveyed by Deed recorded January 9, 1974 in Book 2649 at Page 12.

Parcel B:
A non-exclusive easement for ingress, egress and utilities over a portion of Lots 31, 32, 33 and 34 in Block 18 in Addition No. 2 to Green Mountain Falls, as described on Shared Driveway and Utility Easement Agreement recorded June 27, 2008 at Reception No. 208073542.
And containing 5.77 acres

Flood plain:

According to the current effective Federal Emergency Management Agency Flood Insurance Rate Map, the subject property is located outside the boundary of the 100 Year Floodplain, as identified on FEMA Mapping Panel No. 08041C0467 G, dated December 7, 2018.

Easements:

As shown on the plat, with the sole responsibility for maintenance being vested with the property owner. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect.

Bearings are based on the record bearing of S01°40'13"W for the East line of the Southeast One Quarter of Section 8, as monumented on the north by a 3-1/4" #26965 aluminum cap, and on the south by a 1937 BLM brass cap. Note that both caps stuck out of the ground 10" - 12" and were surrounded by stones

Existing address: 10400 El Paso Avenue, Green Mountain Falls, CO 80819

Assessors Parcel No.: 83084-01-054

Proposed Zone: PUD

Proposed use:

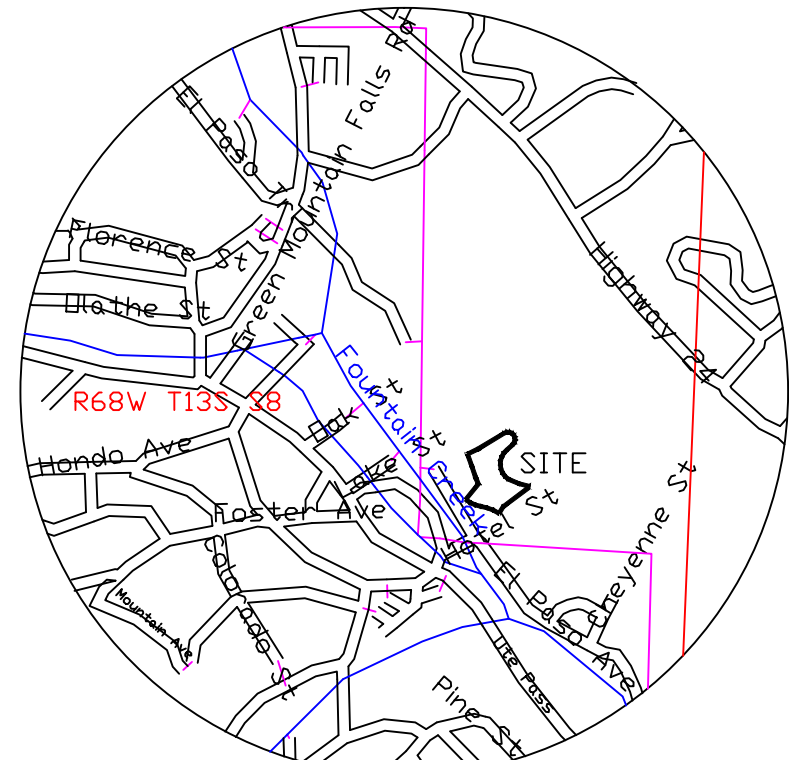
Title Information was provided by the Client as follows:
Title Company: Fidelity National Title Company
Order No: F0659882-370-CSG
Effective Date: January 30, 2020
This Survey does not constitute a Title search or opinion.

The approval of this replat vacates all prior plats for the area described by this replat.

Abbreviations on drawings:

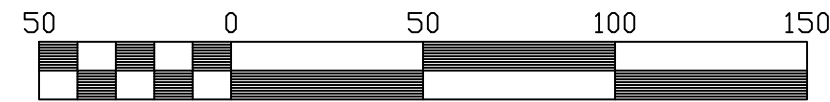
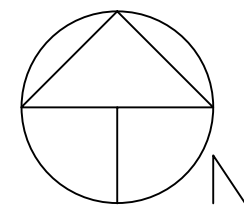
M = Measured distance
Conc. = Concrete
Conc. Dlt = Concrete ditch
Conc. CO = Concrete curb outlet
A.C. Pav't = Asphalt
L/S = Landscape
R&L/S = Rock and landscape
WF = Wood fence - heights as shown
WIF = Wrought iron fence - heights as shown
S/W = Sidewalk
C & G = Curb and gutter
CB = Catch basin - sizes as shown
RCP = Reinforced concrete pipe (storm sewer) - sizes as shown
PVC = Poly-vinyl-chloride (pipe) - sizes as shown
HDPE = High density poly-ethylene (pipe) sizes as shown
SS = Sanitary sewer main - sizes as shown
W = Water main - sizes as shown
WS = Water service line
G = Gas main
Typ. = Typical
RN = Reception number (recording information)
BK., P. = Book and Page (recording information)

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
oliewatts@aol.com
Celebrating over 41 years in business



VICINITY MAP

1"=1000'



Scale 1" = 50'

- SET YELLOW #9853 CAP DN #4 REBAR
- FOUND YELLOW #9853 CAP DN #4 REBAR
- △ FOUND YELLOW LAMBERT CAP DN #4 REBAR
- ◇ FOUND #4 REBAR
- FOUND 1/2" IRON PIPE

Owner: Historic Green Mountain Falls Foundation, LLC
ATTN: Jesse Stroope
1001 West Wilshire Blvd.
4th Floor
Oklahoma City, OK 73116
(405) 760-1094

Units of Measurement: US Survey Feet

Legal Description:
Lots 28, 29, 30, 31, 32, 33 and 34, and vacated Cheyenne Street adjacent thereto, in Block 18, Addition Number 2 to the Town of Green Mountain Falls, Excepting therefrom That portion of Lots 31 and 32, Block 18, Addition No. 2 to the Town of Green Mountain Falls, El Paso County, Colorado, according to the Plat thereof recorded in Plat Book B at Page 28 of the records of said county, described as follows: Beginning at the Westerly end of vacated Cheyenne Street; Thence along the Westerly line of said Lot 32, being the Easterly line of High Street, for the following two (2) courses; (1) Thence on a curve to the right having a central angle of 104°11'15", a radius of 25.00', a length of 45.46', and whose chord bears N26°26'13"E; (2) Thence on a curve to the left having a central angle of 09°33'06", a radius of 339.47', a length of 56.59', and whose chord bears N73°45'18"E; Thence S19°07'14"E, 66.65'; Thence S19°06'13"E, 64.98'; Thence S22°32'23"E, 34.82'; Thence S39°24'08"W, 104.03'; Thence along the South and West lines of vacated Cheyenne Street for the following three (3) courses; (1) Thence on a curve to the right having a central angle of 25°02'45", a radius of 166.63', and a length of 72.84'; Thence N25°39'24"W tangent to said curve, 110.42'; Thence N45°45'58"E, 42.20' to the Point of Beginning, County of El Paso, State of Colorado
And containing 1.588 acres

Flood plain:
According to the current effective Federal Emergency Management Agency Flood Insurance Rate Map, the subject property is located outside the boundary of the 100 Year Floodplain, as identified on FEMA Mapping Panel No. 08041C0467 G, dated December 7, 2018.

Easements:
As shown on the plat, with the sole responsibility for maintenance being vested with the property owner. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect.

Bearings are based on the record bearing of S01°40'13"W for the East line of the Southeast One Quarter of Section 8, as monumented on the north by a 3-1/4" #26965 aluminum cap, and on the south by a 1937 BLM brass cap. Note that both caps stuck out of the ground 10" - 12" and were surrounded by stones

Existing address: Cheyenne St., Green Mountain Falls, CO 80819

Assessors Parcel No.: 83084-01-105

Proposed Zone: PUD

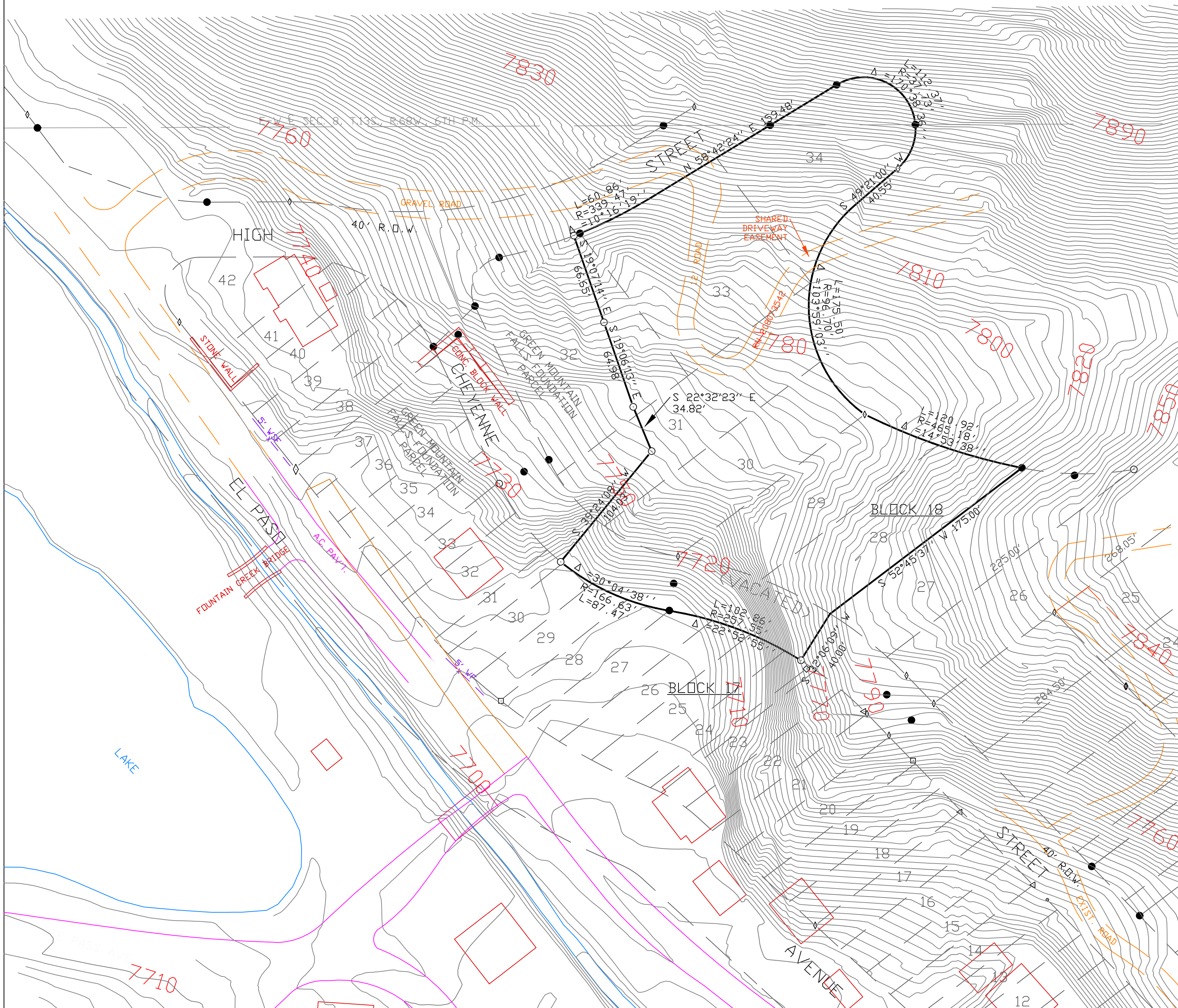
Proposed use:

Title Information was provided by the Client as follows:
Title Company: Fidelity National Title Company
Order No. F0678734-370-CSG
Effective Date: July 14, 2020
This Survey does not constitute a Title search or opinion.

The approval of this replat vacates all prior plats for the area described by this replat.

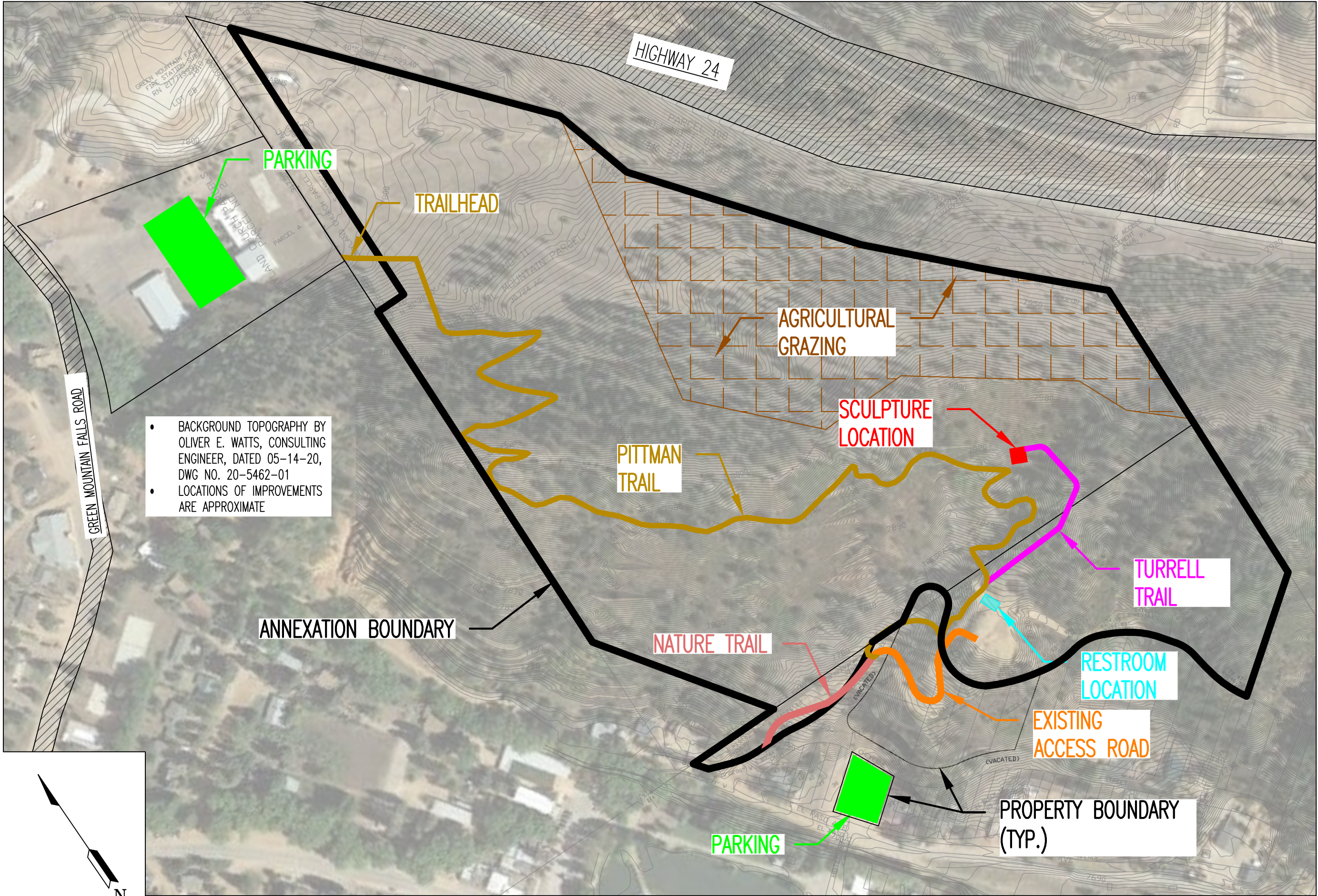
Abbreviations on drawings:
M = Measured distance
Conc. = Concrete
Conc. Dit = Concrete ditch
Conc. CD = Concrete curb outlet
A.C. Pav't = Asphalt
L/S = Landscape
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SS = Sanitary sewer main - sizes as shown
W = Water main - sizes as shown
WS = Water service line
G = Gas main
Typ. = Typical
RN = Reception number (recording information)
BK., P. = Book and Page (recording information)

City File No.:



Prepared by the office of:
Oliver E. Watts, Consulting Engineer, Inc.
614 Elkton Drive
Colorado Springs, CO 80907
(719) 593-0173
Olleewatts@aol.com
Celebrating over 41 years in business

<div>DRAWN BY: O.E. WATTS</div> <div>DATE: 9-8-20</div> <div>DWG. NO.: 20-5462-07</div> <div>TOPGRAPHY BY: CITY FILE</div> <div>SURVEYED BY: DWT, GG, 1987 DEW, ESW THRU 7-21-20</div>	<div>APPROVED BY:</div> <div>PROJ. NO.</div> <div>DWG.</div>	<div>REVISIONS</div>	<div>OLIVER E. WATTS</div> <div>CONSULTING ENGINEER</div> <div>COLORADO SPRINGS</div>	<div>PROJECT</div> <div>ADD. NO. 2 TO GREEN MTN. FALLS</div> <div>PART S.8, T.13S., R.68W., 6TH P.M.</div> <div>EL PASO COUNTY, COLORADO</div>	<div>SHT. NO.</div> <div>1</div> <div>OF</div> <div>1</div> <div>SITE PLAN</div>
--	--	----------------------	---	--	--



- BACKGROUND TOPOGRAPHY BY OLIVER E. WATTS, CONSULTING ENGINEER, DATED 05-14-20, DWG NO. 20-5462-01
- LOCATIONS OF IMPROVEMENTS ARE APPROXIMATE

REVISION	BY

ENTECH
ENGINEERING, INC.

505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907
(719) 531-5599

MASTER PLAN
RED DEVIL MOUNTAIN
GREEN MOUNTAIN FALLS, CO.
FOR: HISTORIC GREEN MOUNTAIN
FALLS, LLC

DRAWN AMN CHECKED
DATE 09/22/2020
SCALE AS SHOWN
JOB NO. 201280
FIGURE No. 1

ANNEXATION AGREEMENT

Red Devil Mountain Parcel

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date") by and between the Town of Green Mountain Falls, a Colorado municipality with an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and _____ with an address of _____ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner is the owner of certain real property located in unincorporated El Paso County and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner desires to have the Property annexed to the Town; and

WHEREAS, the Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.
2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Green Mountain Falls Municipal Code, as amended, and other applicable law.
3. Water and Sewer Service. The Town does not currently provide water or wastewater services within the Town. If at the time of development the Property, the Town provides water or wastewater service capable of serving the Property, the Property shall connect to such service in accordance with the Town's regulations in effect at the time at the sole expense of Owner and the construction and extension of any such necessary lines and associated infrastructure shall be constructed in accordance with Town standards and specifications. Owner shall further be required to acquire at its own expense and dedicate to the Town, in a form acceptable to the Town in the Town's sole judgment, easements necessary to provide for the location of water and wastewater distribution, collection and transmission lines and related facilities serving the planned development on the Property.
4. Drainage. A Master Development Drainage Plan shall be prepared and submitted by Owner to the Town and approved by the Town Engineer prior to approval of any preliminary plat by the Board of Trustees. If determined by the Town Engineer to be necessary, such Plan shall include the construction of facilities for the safe discharge of all surface and subsurface water into

a drainage conveyance facility. Owner shall be solely responsible for the construction, designs, and costs of all drainage improvements included in the Master Development Drainage Plan.

5. Trail Management

6. Road Improvements. Owner shall be responsible for the cost of design and construction of all public or private access improvements, including without limitation the construction and design of new or improved streets, roads, and driveways, to and from the Property as needed for any such road to comply with the Town's current standards and specifications. At the time any such new or improved public street, road, or driveway is requested by Owner or initiated by the Town to serve the Property, Owner shall reimburse the Town its proportional cost for the extension of such service and conferral of such benefit upon the Property within 90 days of written request from the Town made after the improvements are complete. The decision whether to extend or improve any such public access improvement shall be at the sole discretion of the Town. Any improvements dedicated and accepted by the Town shall be maintained by the Town at the Town's sole expense.

7. Wildfire Mitigation. Owner shall cooperate and consult with the Green Mountain Falls Marshal to form a Wildfire Mitigation and Prevention Plan for the Property and shall promptly comply with such wildfire mitigation and prevention measures, which shall include the management of vegetation and wildfire fuels on the Property.

8. Zoning and Development.

a. Owner hereby consents to the zoning of the Property as Planned Unit development (PUD), as defined by § 16-311 of the Green Mountain Falls Municipal Code.

b. Owner may develop the Property in accordance with this Agreement, Town ordinances and regulations and other applicable law. Additionally, pursuant to the Town's Municipal Code, development may only occur in accordance with the PUD Development Plan submitted for the property with the zoning petition. Owner acknowledges that all amendments to the Development Plan subsequent to zoning approval shall require approval by the Board of Trustees after review by the Planning Commission.

c. Rezoning shall conform to the Master Plan and the Town's Master Plan in existence at the time of application for rezoning. Rezoning may occur prior to actual development on the site.

9. Vested Rights. Upon annexation, Owner waives any prior vested property rights that may have been acquired in El Paso County and acknowledges that this Agreement creates no new vested rights.

10. Remedies. Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include without limitation the following:

a. The refusal to issue any building permit or certificate of occupancy.

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.

c. A demand that the security given for the completion of the public improvements be paid or honored.

d. Any other remedy available at law.

11. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

a. Owner acknowledges that the annexation and subsequent zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Green Mountain Falls. No assurances of annexation or zoning have been made or relied upon by Owner.

b. In the event that the Town of Green Mountain Falls Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the Property required herein, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Owner, its successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of the Property, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and Recorder of El Paso County, Colorado, at Owner's expense.

13. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with the Town's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the reasonable attorney's fees for defense counsel of the Town's choice for any such liability, claims, or demands, which arise out of or are in any manner connected with the annexation of the Property.

14. Termination. If the zoning as set forth herein is not approved by the Town, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

15. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

**TOWN OF GREEN MOUNTAIN
FALLS, COLORADO**

Jane Newberry, Mayor

ATTEST:

GMF Town Clerk

OWNER

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
_____ day of _____, 2020, by _____.

My commission expires: _____

(SEAL)

Notary Public

Attachment G

The following list, while lengthy, is an abridged version of the overall annexation process for the Board's information and was compiled using two references that are available in electronic format upon request: *Annexation Plan, Town of Green Mountain Falls*, prepared by Pikes Peak Area Council of Governments in April 1997 and adopted by the Town in 1999 into GMF Municipal Code §15-1; *Annexation in Colorado*, prepared by Gerald Dahl of Murray Dahl Beery & Renaud, published by Colorado Municipal League, May 2019.

1. *Pre-Application Meeting with Town Clerk and Planning Commission.* It is highly recommended that the petitioner meets with the Town Clerk and Planning Commission on a preliminary basis to discuss annexation procedures and requirements.
2. *Preparation of Annexation Petition and Supporting Materials.* Applicant prepares the annexation petition, annexation agreement, zoning application, development plan, and annexation plat.
3. *Submission of annexation request.* Applicant then submits the annexation petition, plat, and supporting materials to the Town Clerk. Concurrently, the zoning application and development plans are also filed with the Town Clerk. All applicable filing fees are paid at this time.
4. *Distribution of annexation materials.* The Board of Trustees determines if the petition for annexation is in substantial compliance with the Municipal Annexation Act of 1965, i.e., at least 1/6 contiguity and that a community interest exists. If the annexation petition is found to be valid, the Board of Trustees may pass a resolution finding compliance and/or establishing date, time, and place for public hearings to consider the proposed annexation. The hearing shall be held not less than 30 days, nor more than 60 days after the effective date of said resolution.
5. *Public hearing by Planning Commission.* Planning Commission conducts a public hearing on the proposed zoning and development plans as related to the proposed annexation and makes a recommendation to the Board.
6. *Agency Review.* Upon acceptance by the Town Board of Trustees and/or passage of a resolution for public hearings, distribution of the proposed annexation petition, plat, annexation agreement, zoning proposals and development plans is made to appropriate referral agencies for review and comment.
7. *Publication of Notice.* The Town Clerk publishes notice of the date, time, and place of the public hearings by the Board of Trustees to consider the proposed annexation. Notice of hearing will be published once per week for 4 consecutive weeks, the first publication occurring at least thirty (30) days prior to the date of the public hearing.
8. *Preparation of Impact Report.* At least 25 days before the hearing date, an impact report (AIR), prepared by petitioner on behalf of the Town, is submitted to the Town, containing the information required by State Statute. At least 20 days prior to the public hearing, the AIR is filed with the EPC Board of Commissioners. An AIR is not required for annexations of ten acres or less in total area, or when the Town Board of Trustees and the Board of Commissioners agree that the report may be waived.
9. *Notice to County, School District, and Special Districts.* At least 25 days prior to public hearing, the Town Clerk sends formal notice to the EPC Board of Commissioners, the County Attorney, the Manitou Springs School District 14, and the Green Mountain Falls/ Chipita Park Fire District.

Attachment G

10. *Notice to Property Owners.* At least 25 days prior to the date of the public hearing, the applicant mails notices to adjoining property owners, informing them of the public hearing the annexation, master plan, zoning request and their right to appear and provide comment.

12. *Public hearing by Town Board.* If the Town Board of Trustees approves the annexation, including zoning and development plans, it does so by ordinance, which requires two (2) readings at separate meetings (first reading is typically given at the above-mentioned public hearing). The annexation agreement is approved by the Town Board of Trustees at either first or final reading of the annexation ordinance.

13. *Board approval.* Approval on second reading will finalize the ordinance, which cannot be legally challenged after 60 days from its effective date.



To: Planning Commission
From: GMF Planning & Land Use
Date: November 16, 2020
Re: Two Resolutions Accepting Petitions for Annexation of the Red Devil Mountain and Joyland Parcels and Establishing a Date, Time, and Location for Public Hearings

Background

Town staff is requesting the Board of Trustees consideration of two separate petitions for annexation of parcels located to the northeast of Green Mountain Falls, abutting Highway 24. The two parcels, referred to as Joyland parcel and Red Devil Mountain parcel are owned by two separate owners, Green Mountain Road, LLC and Historic Green Mountain Falls Foundation, LLC, respectively.

Discussion

Annexations are subject to a statutory process and timeline known as the Municipal Annexation Act, found at CRS § 31-12-101, *et seq.* The first step in the annexation process is for the Town to find that the annexation petitions submitted by the property owners are in substantial compliance with certain *procedural* provisions of the Municipal Annexation Act. The attached resolutions establish the petitions are in substantial compliance with the statutory requirements for submitting an annexation petition. Accepting these petitions does not annex the property but does begin the process for considering the annexation.

After petition acceptance, the Town has specific deadlines to hold the public hearings on the annexations of the properties. As part of that process, the state also establishes a timeline for zoning the property under the Town's Zoning Code. Staff will bring back the annexations and zoning requests for a public hearing before the Board of Trustees to consider, after review by the Planning Commission.

Conclusion

Staff, under the guidance of Town Attorney, recommends the Board of Trustees find the two petitions in substantial compliance with Municipal Annexation Act. If the Board of Trustees agrees with this recommendation, it should approve the two resolutions, Resolution 2020-15 and Resolution 2020-16, to start the process of annexing the Red Devil Mountain and Joyland parcels and establishing a date, time, and location for a public hearing on the annexation which must be held 30-60 days after the Resolutions are adopted.

Attachments:

Attachment A – Resolution Accepting Petitions (Two Resolutions)

Attachment B - Annexation Petition for Joyland Parcel

Attachment C – Annexation Petition for Red Devil Mountain Parcel

Attachment D – Annexation Maps with Legal Description

RESOLUTION NO. 2020-15

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE JOYLAND CHURCH PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION

WHEREAS, Jesse Stroop, the authorized representative of Green Mountain Road, LLC, as owner of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in **Exhibit A** attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Board of Trustees will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*; and

WHEREAS, the Board of Trustees, at its regular meeting on November 17, 2020, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, January 5, at 7:00 p.m., at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819, to determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of El Paso County may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees.

INTRODUCED, READ and PASSED this 17th day of November, 2020.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Town Clerk

RESOLUTION NO. 2020-16

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE RED DEVIL MOUNTAIN PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION

WHEREAS, Jesse Stroope, the authorized representative of Historic Green Mountain Falls Foundation, LLC, as owner of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in **Exhibit A** attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Board of Trustees will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*; and

WHEREAS, the Board of Trustees, at its regular meeting on November 17, 2020, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, January 5, at 7:00 p.m., at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819, to determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of El Paso County may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees.

INTRODUCED, READ and PASSED this 17th day of November, 2020.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Town Clerk

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO

From: PROPERTY KNOWN AS: _____ Joyland Church Parcel _____

We, the undersigned petitioners, in compliance with the "Municipal Annexation Act of 1967" as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended, hereby petition and request the Board of Trustees of the Town of Green Mountain Falls, Colorado, to approve the annexation to the Town of Green Mountain Falls the following described unincorporated territory located in the Counties of El Paso County, State of Colorado, to wit:

Land to be annexed is described as: Joyland Church Parcel as shown on the attached certified survey by Oliver Watts, Licensed Surveyor, dated July 15, 2019.

In support of their Petition, Petitioners state as follows:

1. It is desirable and necessary that the above-described territory be annexed to the Town of Green Mountain Falls, Colorado.
2. That the area sought to be annexed meets the requirements of C.R.S. §§ 31-12-104 and 105.
3. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Green Mountain Falls.
4. A community of interest exists between the Town and the territory proposed to be annexed to the Town of Green Mountain Falls.
5. The territory proposed to be annexed is urban or will be urbanized in the near future.
6. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Green Mountain Falls.
7. The undersigned are owners of 100% of the real property included in the territory to be annexed and hereby consent to the establishment of the boundaries of the territory as described above.
8. The territory proposed for annexation is not presently a part of any unincorporated city, city and county, or town, nor have annexation proceedings been commenced for the annexation of part or all such territory to another municipality.
9. Annexation of the above described territory will not result in the detachment of any territory from any school district.
10. The requirements of Sections 31-12-104 Eligibility for Annexation and 31-12-105 Limitations of the Colorado Revised Statutes, as amended, exist and have been satisfied.
11. That the Town of Green Mountain Falls shall not be required to assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets

WHEREFORE, the undersigned petitioners request that the Board of Trustees of the Town of Green Mountain Falls (1) take the appropriate action to entertain this petition, fix a date for public hearing, cause notice to be published and posted which specifies the time and place of such hearing, and invite all persons interested to appear and voice approval or disapproval of the proposed annexation; and (2) following the hearing determine by ordinance that the annexation shall be made, annexing the above territory or area, and declaring a date whereon the annexation shall be effective; and that the territory or area so annexed shall become a part of the Town of Green Mountain Falls, Colorado, subject to its law and ordinances then and thereafter in force.

Signed this 31 day of July, 2020.

Christian Keese

Christian Keese, Sole Member

Green Mountain Road, LLC

1001 W. Wilshire Blvd, Fourth Floor

Oklahoma City, OK 73116



STATE OF OKLAHOMA Signed by Kathy McCord COUNTY OF Oklahoma
Printed Name Kathy McCord Subscribed and sworn before me this Mailing Address
1001 W. Wilshire Blvd. 31 day of July 2020
My commission expires: August 3 Date 2020

STATE OF COLORADO Signed by _____ COUNTY OF _____
Printed Name _____ Subscribed and sworn before me this
Mailing Address _____ day of _____ 20_____
My commission expires: _____ Date _____

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named

Green Mountain Road, LLC

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The type of entity is a:

- | | |
|---|---|
| <input type="checkbox"/> trust | <input type="checkbox"/> registered limited liability partnership |
| <input type="checkbox"/> nonprofit corporation | <input type="checkbox"/> registered limited liability limited partnership |
| <input checked="" type="checkbox"/> limited liability company | <input type="checkbox"/> limited partnership association |
| <input type="checkbox"/> general partnership | <input type="checkbox"/> government or governmental subdivision or agency |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> corporation |
| <input type="checkbox"/> | |

3. The entity is formed under the laws of State of Colorado

4. The mailing address for the entity is 1001 W. Wilshire Blvd., Fourth Floor
Oklahoma City, OK 73116

5. The ☐ name ☐ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is
Christian K. Keese, Manager

6.² The authority of the foregoing person (s) to bind the entity is ☒ not limited ☐ limited
as follows: _____

7. Other matters concerning the manner in which the entity deals with interests in real property:

Executed this January 24, 2020

Christian K. Keese
Signature

Signature

STATE OF oklahoma }
COUNTY OF oklahoma } SS:

The foregoing instrument was acknowledged before me this 24th day of January, 2020
by _____

Witness my hand and official seal.

My commission expires: 7.24.22

Denise Bernard
Notary Public

¹This form should not be used unless the entity is capable of holding title to real property.

²The absence of any limitation shall be prima facie evidence that no such limitation exists.

³The statement of authority must be recorded to obtain the benefits of the statute.

DENISE BERNARD
Notary Public - State of Oklahoma
Commission Number 18007320
My Commission Expires Jul 24, 2022

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO

From: PROPERTY KNOWN AS: _____ Red Devil Mountain Parcel _____

We, the undersigned petitioners, in compliance with the "Municipal Annexation Act of 1967" as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended, hereby petition and request the Board of Trustees of the Town of Green Mountain Falls, Colorado, to approve the annexation to the Town of Green Mountain Falls the following described unincorporated territory located in the Counties of El Paso County, State of Colorado, to wit:

Land to be annexed is described as: Red Devil Mountain Parcel as shown on the attached certified survey by Oliver Watts, Licensed Surveyor, dated July 15, 2019.

In support of their Petition, Petitioners state as follows:

1. It is desirable and necessary that the above-described territory be annexed to the Town of Green Mountain Falls, Colorado.
2. That the area sought to be annexed meets the requirements of C.R.S. §§ 31-12-104 and 105.
3. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Green Mountain Falls.
4. A community of interest exists between the Town and the territory proposed to be annexed to the Town of Green Mountain Falls.
5. The territory proposed to be annexed is urban or will be urbanized in the near future.
6. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Green Mountain Falls.
7. The undersigned are owners of 100% of the real property included in the territory to be annexed and hereby consent to the establishment of the boundaries of the territory as described above.
8. The territory proposed for annexation is not presently a part of any unincorporated city, city and county, or town, nor have annexation proceedings been commenced for the annexation of part or all such territory to another municipality.
9. Annexation of the above described territory will not result in the detachment of any territory from any school district.
10. The requirements of Sections 31-12-104 Eligibility for Annexation and 31-12-105 Limitations of the Colorado Revised Statutes, as amended, exist and have been satisfied.
11. That the Town of Green Mountain Falls shall not be required to assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets

WHEREFORE, the undersigned petitioners request that the Board of Trustees of the Town of Green Mountain Falls (1) take the appropriate action to entertain this petition, fix a date for public hearing, cause notice to be published and posted which specifies the time and place of such hearing, and invite all persons interested to appear and voice approval or disapproval of the proposed annexation; and (2) following the hearing determine by ordinance that the annexation shall be made, annexing the above territory or area, and declaring a date whereon the annexation shall be effective; and that the territory or area so annexed shall become a part of the Town of Green Mountain Falls, Colorado, subject to its law and ordinances then and thereafter in force.

Signed this 31 day of July, 2020.


Elizabeth Eickman, Director

Historic Green Mountain Falls Foundation, LLC

1001 W> Wilshire Blvd, Fourth Floor

Oklahoma City, OK 73116



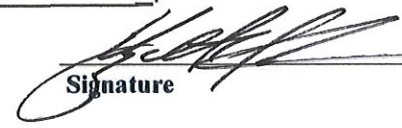
STATE OF OKLAHOMA Signed by Kathy McCord COUNTY OF Oklahoma
Printed Name Kathy McCord Subscribed and sworn before me this Mailing Address
1001 W. Wilshire Blvd. 31 day of July 2020
My commission expires: August 3 Date 2020

STATE OF COLORADO Signed by _____ COUNTY OF _____
Printed Name _____ Subscribed and sworn before me this
Mailing Address _____ day of _____ 20____
My commission expires: _____ Date _____

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named
Historic Green Mountain Falls Foundation, LLC,
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a:
- | | |
|---|---|
| <input checked="" type="checkbox"/> trust | <input type="checkbox"/> registered limited liability partnership |
| <input type="checkbox"/> nonprofit corporation | <input type="checkbox"/> registered limited liability limited partnership |
| <input checked="" type="checkbox"/> limited liability company | <input type="checkbox"/> limited partnership association |
| <input type="checkbox"/> general partnership | <input type="checkbox"/> government or governmental subdivision or agency |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> corporation |
| <input type="checkbox"/> | |
3. The entity is formed under the laws of Oklahoma
4. The mailing address for the entity is _____
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is
Elizabeth Eickman, Director
6. The authority of the foregoing person (s) to bind the entity is ☐ not limited ☐ limited
as follows: _____
7. Other matters concerning the manner in which the entity deals with interests in real property:

Executed this January 24, 2020


Signature

Signature

STATE OF ~~COLORADO~~ oklahoma
COUNTY OF oklahoma } SS:

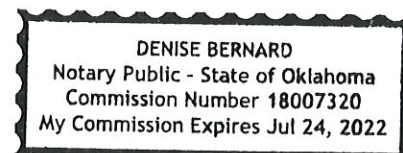
The foregoing instrument was acknowledged before me this 24th day of January, 2020
by _____

Witness my hand and official seal.


Notary Public

My commission expires: 7.24.22

¹This form should not be used unless the entity is capable of holding title to real property.
²The absence of any limitation shall be prima facie evidence that no such limitation exists.
³The statement of authority must be recorded to obtain the benefits of the statute.



Elizabeth Eickman
Historic Green Mountain Falls Foundation
1001 W. Wilshire Blvd., Fourth Floor
Oklahoma City, OK 73116

January 24, 2020

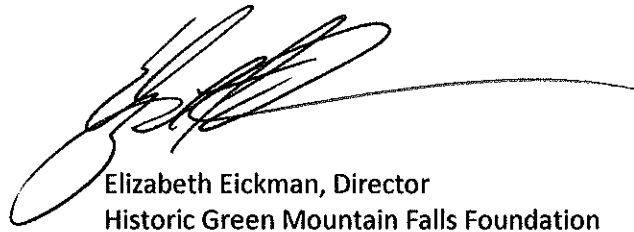
Town of Green Mountain Falls
PO Box 524
Green Mountain Falls, CO 80819

Re: Annexation

Dear Town of Green Mountain Falls,

This letter is to authorize, Jesse Stroope, to represent Historic Green Mountain Falls Foundation throughout the annexation process.

Sincerely,



Elizabeth Eickman, Director
Historic Green Mountain Falls Foundation



1277 Kelly Johnson Blvd # 100,
Colorado Springs, CO 80920
Phone: (719) 590-1711
Fax: (719) 531-5864

Historic Green Mountain Falls Foundation, LLC., an Oklahoma limited liability company
1001 W. Wilshire Fourth FL
Oklahoma City, OK 73116

Date: July 24, 2019

File Number: 570-F0639528-370-CSG
Property Address: Parcel 1 Highway 24, Green Mountain Falls, CO 80819
Policy Number: CO-FSTG-IMP-27306-1-19-F0639528

Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Fidelity National Title Company



OWNER’S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from

(a) A defect in the Title caused by

(i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;

(ii) failure of any person or Entity to have authorized a transfer or conveyance;

(iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;

(iv) failure to perform those acts necessary to create a document by electronic means authorized by law;

(v) a document executed under a falsified, expired, or otherwise invalid power of attorney;

(vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or

(vii) a defective judicial or administrative proceeding.

(b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

(c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(a) the occupancy, use, or enjoyment of the Land;

(b) the character, dimensions, or location of any improvement erected on the Land;



- (c)

the subdivision of land; or
- (d)

environmental protection
- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6.

An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7.

The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8.

Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9.

Title being vested other than as stated Schedule A or being defective

(a)

as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b)

because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

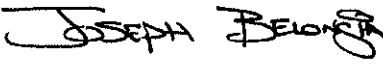
(i)

to be timely, or


(ii)

to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10.

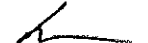
Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.
- IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.
- Fidelity National Title Insurance Company
- Countersigned by:
- 

Authorized Signature
-
- By



Randy Quirk, President

Attest



Michael Gravelle, Secretary
- 27306 (6/06)
- ALTA Owner's Policy (6/17/06)
- Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
-

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as ‘Date of Policy’ in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written

- instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
 - (e) “Insured Claimant”: An Insured claiming loss or damage.
 - (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) “Title”: The estate or interest described in Schedule A.
 - (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

- purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.
- 2. CONTINUATION OF INSURANCE
- The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.
- 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT
- The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.
- 4. PROOF OF LOSS
- In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.



5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium

maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred

by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be

ALTA Owner's Policy (6/17/06)

subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys’ fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company’s right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy

provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.



NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).



Order No.: F0639528-370-CSG

Policy No.: CO-FSTG-IMP-27306-1-19-F0639528

Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Company
1277 Kelly Johnson Blvd # 100,
Colorado Springs, CO 80920

Policy No.: CO-FSTG-IMP-27306-1-19-F0639528

Order No.: F0639528-370-CSG

Address Reference: Parcel 1 Highway 24, Green Mountain Falls, CO 80819

Amount of Insurance: \$845,872.00

Date of Policy: July 17, 2019 at 03:29 PM

1. Name of Insured:

Historic Green Mountain Falls Foundation, LLC., an Oklahoma limited liability company
2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE
3. Title is vested in:

[Historic Green Mountain Falls Foundation, LLC., an Oklahoma limited liability company](#)
4. The Land referred to in this policy is described as follows:

See Exhibit A attached hereto and made a part hereof.



EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of the right of way line of U.S. Highway 24 as described in deed recorded in [Book 2468 at Page 82](#), EXCEPT that portion conveyed in deed recorded in [Book 1380 at Page 300](#) under Reception No. 897709, and EXCEPT that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; thence S 51° 40' 39" E along the South line of U.S. Highway 24, 10.64'; thence S 40° 57' 20" E continuing along said South line, according to that deed recorded in [Book 2468 at Page 82](#), 85.08'; thence S 01° 05' 40" W, 667.24'; thence S 89° 32' 00" W, 65.46'; thence N 01° 05' 40" E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59 feet to the Point of Beginning,
County of El Paso,
State of Colorado



SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

1.

Water rights, claims of title to water, whether or not shown by the Public Records.
2.

All taxes and assessments for the year 2019 and subsequent years, a lien but not yet due or payable.
3.

Reservations contained in the Patent

From: The United States of America

To: Elizabeth Maxwell

Certificate No: [2676](#)

Which among other things recites as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.
4.

Any limitations on access to and from Colorado State Highway No. 24 as contained in deed recorded February 16, 1972 in [Book 2468 at Page 80](#).
5.

Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: July 28, 1967

Recording No.: [Book 2191 at Page 127](#)
6.

Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Green Mountain Falls-Chipita Park Fire Protection District, as evidenced by instrument(s) recorded April 25, 1968 at [Book 2232 at Page 53](#).
7.

Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
8.

Any loss or damage due to any future issue the owner may encounter over the violation of subdivision regulations.
9.

Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which might arise as a result of the fence lines not coinciding with property lines, as evidenced by survey prepared by Oliver E. Watts, dated July 10, 2019, Drawing No. 18-5126-07.
10.

Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which might arise as a result of the apparent trespass by adjoining property to the south, as evidenced by survey prepared by Oliver E. Watts, dated July 10, 2019, Drawing No. 18-5126-07.

Christian Keesee
Green Mountain Road, LLC
1001 W. Wilshire Blvd., Fourth Floor
Oklahoma City, OK 73116

January 24, 2020

Town of Green Mountain Falls
PO Box 524
Green Mountain Falls, CO 80819

Re: Annexation

Dear Town of Green Mountain Falls,

This letter is to authorize, Jesse Stroope, to represent Green Mountain Road, LLC. throughout the annexation process.

Sincerely,



Christian Keesee, Sole Member
Green Mountain Road, LLC



1277 Kelly Johnson Blvd # 100,
Colorado Springs, CO 80920
Phone: (719) 590-1711
Fax: (719) 531-5864

Green Mountain Road, LLC, A Colorado Limited Liability Company
1001 W. Wilshire, Fourth Fl,
Oklahoma City, CO 73116

Date: July 24, 2019

File Number: 570-F0642964-370-CSG
Property Address: Parcel 2 Highway 24, Green Mountain Falls, CO 80919
Policy Number: CO-FSTG-IMP-27306-1-19-F0642964

Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Fidelity National Title Company



OWNER’S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from

(a) A defect in the Title caused by

(i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;

(ii) failure of any person or Entity to have authorized a transfer or conveyance;

(iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;

(iv) failure to perform those acts necessary to create a document by electronic means authorized by law;

(v) a document executed under a falsified, expired, or otherwise invalid power of attorney;

(vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or

(vii) a defective judicial or administrative proceeding.

(b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

(c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(a) the occupancy, use, or enjoyment of the Land;

(b) the character, dimensions, or location of any improvement erected on the Land;



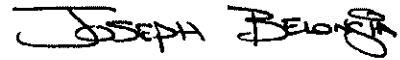
- (c) the subdivision of land; or
- (d) environmental protection
- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company

Countersigned by:



Authorized Signature



By:


Randy Quirk, President

Attest:


Michael Gravelle, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as ‘Date of Policy’ in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
- (i) The term “Insured” also includes (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin; (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization; (C) successors to an Insured by its conversion to another kind of Entity; (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written

instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.



5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium

maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred

by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be

ALTA Owner's Policy (6/17/06)

subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys’ fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company’s right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy

provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.



NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).



Order No.: F0642964-370-CSG

Policy No.: CO-FSTG-IMP-27306-1-19-F0642964

Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Company
1277 Kelly Johnson Blvd # 100,
Colorado Springs, CO 80920

Policy No.: CO-FSTG-IMP-27306-1-19-F0642964

Order No.: F0642964-370-CSG

Address Reference: Parcel 2 Highway 24, Green Mountain Falls, CO 80919

Amount of Insurance: \$29,128.00

Date of Policy: July 17, 2019 at 03:31 PM

1. Name of Insured:

Green Mountain Road, LLC., a Colorado limited liability company
2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE
3. Title is vested in:

[Green Mountain Road, LLC., a Colorado limited liability company](#)
4. The Land referred to in this policy is described as follows:

See Exhibit A attached hereto and made a part hereof.



EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows:
Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; thence S 51° 40' 39" E along the South line of U.S. Highway 24, 10.64'; thence S 40° 57' 20" E continuing along said South line, according to that deed recorded in [Book 2468 at Page 82](#), 85.08'; thence S 01° 05' 40" W, 667.24'; thence S 89° 32' 00" W, 65.46'; thence N 01° 05' 40" E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning,
County of El Paso,
State of Colorado



SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

- 1. Water rights, claims of title to water, whether or not shown by the Public Records.
- 2. All taxes and assessments for the year 2019 and subsequent years, a lien but not yet due or payable.
- 3. Reservations contained in the Patent

From: The United States of America
To: Elizabeth Maxwell
Certificate No: [2676](#)

Which among other things recites as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

- 4. Any limitations on access to and from Colorado State Highway No. 24 as contained in deed recorded February 16, 1972 in [Book 2468 at Page 80](#).
- 5. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: July 28, 1967
Recording No.: [Book 2191 at Page 127](#)

- 6. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Green Mountain Falls-Chipita Park Fire Protection District, as evidenced by instrument(s) recorded April 25, 1968 at [Book 2232 at Page 53](#).
- 7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
- 8. Any loss or damage due to any future issue the owner may encounter over the violation of subdivision regulations.
- 9. Any loss or damage arising from the fact that any fence lines on or near the perimeter of the Land may not coincide with property lines, as evidenced by survey prepared by Oliver E. Watts, drawing no. 18-5126-07, dated July 10, 2019.



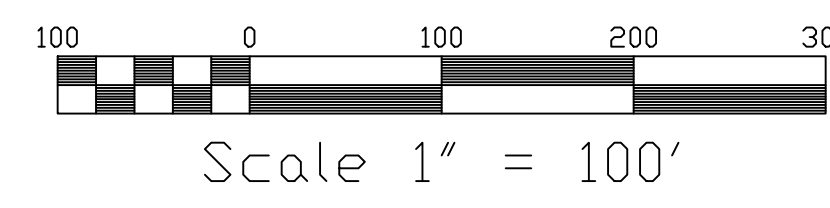
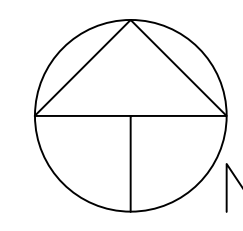
SCHEDULE B
(Continued)

10. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 18-5126-07
Dated: July 10, 2019
Prepared by: Oliver E. Watts
Matters shown: a. well



ANNEXATION PLAT
JOYLAND PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS
PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R .68W. OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD 1937
- ⊗ FOUND 2" AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1" PIPE - NOT ACCEPTED
- ◇ FOUND CDDT 1-1/4" AL. CAP, ILLEGIBLE
- ◁ FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- ◇ FOUND #4 REBAR

Notes:

- The percentage of property contiguous to the town limits of Green Mountain Falls is 48.1 %.
- As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.
- Ownership information was provided by: Warranty Deed, This Plat does not constitute a title search or opinion.
- Note: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his knowledge and belief.

OLIVER E. WATTS "COLORADO" PE-LS 9853 _____ date
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

State of Colorado)
County of El Paso)

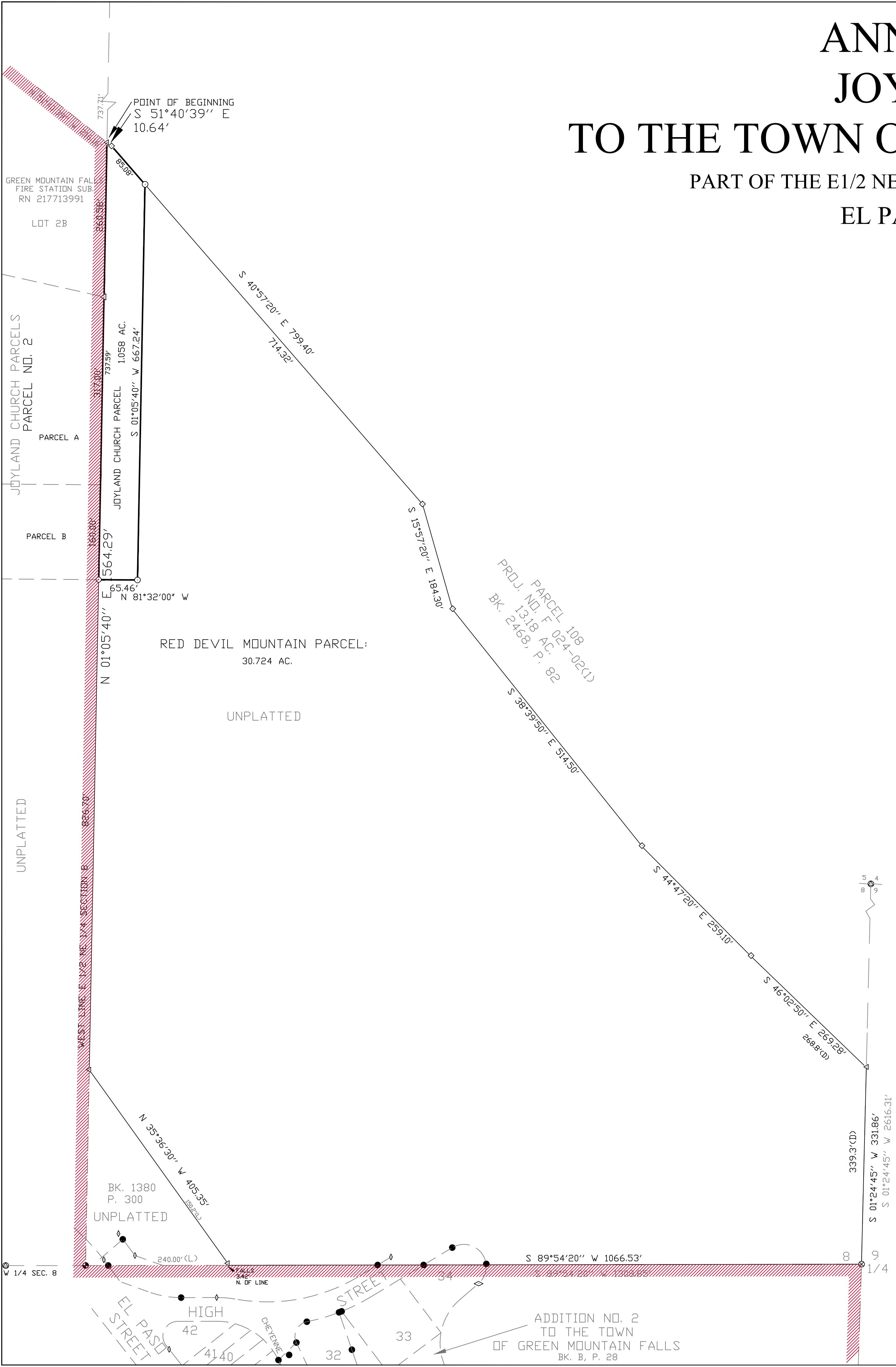
I hereby certify that this instrument was filed for recorded in my office at ____ o'clock ____m., this _____ day of _____, 20____, and is duly recorded at Reception no. _____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____
Deputy

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
ollewatts@aol.com
Celebrating over 40 years in business



Be it known by all

That, Green Mountain Road, LLC, being the owner of the following described tract of land:

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Green Mountain Road, LLC has executed these presents this ____ day of _____, 20____, A.D.

Christian Keesee, Sole Member
Green Mountain Road, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of _____)
County of _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 20____, A.D., By Christian Keesee

Witness my had and seal

My commission expires:
Notary Public

Filing approvals:

The Annexation Plat of "Joyland Parcel" to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing:

City Planning Director _____ date _____

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the _____ day of _____, 20____, A.D.

Attest: _____ by: _____
City Clerk Mayor

OLIVER E. WATTS PE-LS
OLIVER E. WATTS, CONSULTING ENGINEER, INC.
CIVIL ENGINEERING AND SURVEYING
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com

Celebrating over 40 years in business

LEGAL DESCRIPTION

DATE: January 23, 2020

JOB NO.: 18-5126

CLIENT: Green Mountain Road, LLC

PURPOSE: Joyland Parcel

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

Oliver E. Watts Colo. PE-LS no. 9853
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

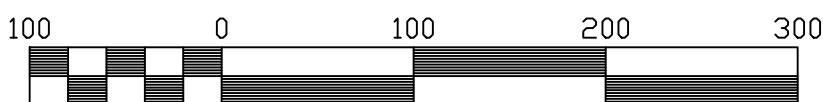
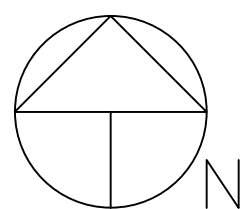
Date

Exhibit A

ANNEXATION PLAT
RED DEVIL MOUNTAIN PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS

PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R. 68W. OF THE 6TH P.M.

EL PASO COUNTY, COLORADO



Scale 1" = 100'

LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD 1937
- ⊗ FOUND 2" AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1" PIPE - NOT ACCEPTED
- ◇ FOUND CDDT 1-1/4" AL. CAP, ILLEGIBLE
- ◁ FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- ◇ FOUND #4 REBAR

Notes:

- The percentage of property contiguous to the town limits of Green Mountain Falls is 26.3 %.
- As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.
- Ownership information was provided by: Warranty Deed, This Plat does not constitute a title search or opinion.
- Note: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Be it known by all:

That Historic Green Mountain Falls Foundation, LLC, being the owner of the following described tract of land:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Historic Green Mountain Falls Foundation, LLC has executed these presents this ____ day of _____, 20____, A.D.

Elizabeth Eickman, Director
Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of _____)
County of _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 20____, A.D., By Elizabeth Eickman

Witness my had and seal

My commission expires: _____
Notary Public

Filing approvals:

The Annexation Plat of "Red Devil Mountain Parcel" to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing:

City Planning Director _____ date _____

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the ____ day of _____, 20____, A.D.

Attest: _____ by: _____ Mayor

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Status, 1973, as amended, have been met to the best of his knowledge and belief.

OLIVER E. WATTS "COLO. PE-LS 9853" _____ date _____
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

State of Colorado)
County of El Paso)

I hereby certify that this instrument was filed for recorded in my office at ____ o'clock ____m, this ____ day of _____, 20____, and is duly recorded at Reception no. _____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____
Deputy

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
oliewatts@aol.com
Celebrating over 40 years in business
1-24-2020

OLIVER E. WATTS PE-LS
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Celebrating over 40 years in business

LEGAL DESCRIPTION

DATE: January 23, 2020

JOB NO.: 18-5126

CLIENT: Historic Green Mountain Falls Foundation

PURPOSE: Red Devil Mountain

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Oliver E. Watts Colo. PE-LS no. 9853
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

Date

Exhibit A



To: Board of Trustees

From: GMF Land Use & Planning

Date: November 16, 2020

Re: Variance V2020-02, SFH Addition at 10330 El Paso Avenue

Background

For this project, the owner did not want to obtain a variance initially, and requested that the Planning Commission review the architectural plans without a variance. The architectural plans showed a 5' setback, which were presented to the Planning Commission during the regular meeting in September 2020. The Planning Commission recommended a survey to be conducted, which was conducted by Ollie Watts. The survey revealed the setback to be 9.05 feet, when 10 feet are required, so a variance is required. The applicant is requesting that the Board of Trustees approve a zoning variance to build a single-family home addition of the east side of the property 9.05 feet from the property line where 10 feet is required. Town Hall received a completed variance application on September 30, 2020. The Planning Commission considered this zoning variance application at the regular meeting on October 27, 2020, as well as the architectural plans, grading permit and driveway permit. The Planning Commission voted unanimously to recommend approval for this zoning variance.

Discussion

This proposed project has four components, which were reviewed by the Planning Commission: zoning variance application, architectural plans, grading permit and driveway permit. An important component of this project proposal is the grading, filling and resurfacing. The Planning Commission moved to approve the plan with the condition that the GMF engineer, Kiowa, review the grading plan for erosion control. GMF Staff sent the plan to Kiowa for review; however, the grading plan submitted has been deemed insufficient by Kiowa. The applicant was notified of this on 11/6/20, and is required to submit a revised grading plan for review.

During the Planning Commission's public hearing, the homeowner stated that grading work was complete. The Board has the opportunity to ask for clarification on all earth-moving work that was done prior to permitting and any future work that would occur under this permit.

Pursuant to the GMF Municipal Code, Article V, Section 17-83, "From Article V, Section 17-83: "No person shall commence or proceed with any modification of the natural terrain without seeking and obtaining a grading permit from the Planning Commission if such modification will result in any of the following:

- (1) An excavation, fill or combination thereof, in excess of fifty (50) cubic yards;
- (2) An excavation which, at its greatest depth, will be three (3) or more feet below the surface of the ground over an area of three hundred (300) square feet or more;
- (3) A fill which, at its greatest depth, will be three (3) or more feet above the surface of the ground over

an area of three hundred (300) square feet or more;

(4) An excavation or fill which falls within a public sewer, water main, storm drainage, power line, public right-of-way or any other public utility easement. This includes the preparation of roads, sidewalks, etc.;

(5) Vegetation removal over an area of three hundred (300) square feet or more;

(6) Mining, quarrying or gravel operations;

(7) Any excavation by the Town, except those excluded under exemptions; and

(8) Any surfacing, resurfacing or paving.”

(Ord. 7-1984; Ord. 3-1985 §I; Ord. 03-2011 §2)

The Board of Trustees is asked to consider a variance, not a grading plan. However, this project includes grading, which cannot yet be evaluated until a revised grading plan is received.

Recommendation



GMF staff recommend that the Board of Trustees approve Variance 2020-02 with the following conditions:

1. The GMF engineer, Kiowa, receives a revised grading plan with all required information.
2. All site plans are revised to reflect the correct zoning at 10330 El Paso Ave.
3. The owner show proof of current business license(s) for all contractors conducting work on-site.



To: Planning Commission
From: GMF Land Use & Planning
Date: October 22, 2020
Re: Variance V2020-02, SFH Addition at 10330 El Paso Avenue

Background

The Applicant is requesting the Planning Commission's recommendation to the Board of Trustees for a Zoning Variance to build a single-family home addition on the east side of the property 9.05 feet from the property line where 10 feet is required. Town Hall received a complete variance application on September 30, 2020.

Planning Commission Recommended Actions:

- Public hearing
- Review proposed project application for compliance with Green Mountain Falls Zoning and Land Use Code
- Recommend approval, approval subject to conditions, or disapproval to the Board of Trustees

Discussion

Zoning Code Sec. 16-306. - R-1 10,000 Single-Family Residential District.

The electronic file maintained by Town Hall, Official Town Zoning Map 2007, and the El Paso County Assessor's Office show the property, owned by Cord William Smith Revocable Trust, as a 13,801 SF lot zoned R-1 10,000 Single-Family Residential.

Development requirements:

- (1) Minimum lot area: ten thousand (10,000) square feet.*
- (2) Minimum frontage: one hundred (100) feet.*
- (3) Minimum lot width: one hundred (100) feet at front building setback line.*
- (4) Setback requirements:*
 - a. front, fifteen (15) feet*
 - b. side, ten (10) feet*
 - c. rear, ten (10) feet*

The proposed project does not meet the side setback requirement of ten feet, thereby requiring a variance.

§16-709. - Variances

A Variance is an extreme remedy used to overcome an exceptional physical condition of a property. The standards for a zoning variance are strict and should be reviewed for a complete understanding of §16-709. It is the responsibility of the petitioner/applicant to provide staff, Planning Commission, and Board of Trustees with the explanation and justification for a variance. The memo from Fisher Architecture dated September 27, 2020 is in the packet for

review. The following outlines the Code standards and the Applicant's responses to each of the requirements and standards. The Applicant's certified signature on the form attests they have reviewed all requirements.

(a) No variance in the strict application of the provisions of this Land Use Code, including building requirements, signs and fences, shall be recommended by the Planning Commission or approved by the Board of Trustees unless it finds that the following requirements and standards are satisfied. It is the intent of this Article that the variance be used only to overcome some exceptional physical condition of a parcel of land located within the neighborhood which poses practical difficulty to its development and prevents its owner from using the property as intended by this Land Use Code. Any variation granted shall be the minimum adjustment necessary for the reasonable use of the land.

Applicant's response: The garage shop component of the project contains storage space for vintage vehicles, parts, equipment, and current projects. 20' is the minimum functional width necessary to accommodate this. Additional width was desired but it was cut to 20' to meet the 5' R1 5000 setback.

(b) The applicant must prove that the variance will not be contrary to the public interest and that practical difficulty and unnecessary hardship will result if it is not granted. In particular, the applicant shall establish and substantiate that the appeal for the variance conforms to the requirements and standards listed below:

(1) The granting of the variance shall be in harmony with the general purpose and intent of the regulations imposed by this Land Use Code on the district in which it is located and shall not be injurious to the neighborhood or otherwise detrimental to the public.

Applicant's response: Nothing about the project is contrary to the public interest. Quite the contrary for the reasons stated above.

(2) The granting of the variance will not permit the establishment of any use which is not permitted in the district.

Applicant's response: Nothing about the project is contrary to the public interest. Quite the contrary for the reasons stated above.

(3) There must be proof of unique circumstances. There must exist special circumstances or conditions, fully described in the findings, applicable to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or buildings in the neighborhood and which circumstances or conditions are such that the strict application of the provisions of this Land Use Code would deprive the applicant of the reasonable use of such land or building.

Applicant's response: The subject parcel and other houses in the neighborhood were apparently originally constructed with 5' setbacks prior to the adoption of the existing zoning code in the late 90's. RBD building permits in '02' and '09' carry the GMF approval stamp and R1 5000 (see Letter of Explanation that shows archive documents). No comment on the specific zone or 5' side yard. It's reasonable to assume R1 5000 was a given.

The variance is required because the Planning Dept says the property is R1 10000 (10' side yard) because it's over 10,000 sf. The Town zoning map doesn't say which R1 applies (10000 or 5000). The zoning code defines the two zones with minimum size and states: "The R-1 5,000 Single-Family Residential District is the basic residential zoning category for the existing platted lots in the Town where the principal use of land is for single-family dwellings."

(4) There must be proof of unnecessary hardship. It is not sufficient proof of hardship to show that greater profit would result if the variance were granted. Furthermore, the hardship complained of cannot be self-created; nor can it be established on this basis by one who purchases with or without knowledge of the restrictions; it must be suffered directly by the property in question; and evidence of variances granted under similar circumstances shall not be considered.

Applicant's response: If a zone can change over time to one with more restrictive criteria that would represent a hardship to the property and deprive the property owner of the use of his property for this project.

(5) The granting of the variance is necessary for the reasonable use of the land or building and the variance as granted by the Board of Trustees is the minimum variance that will accomplish this purpose. The report of the Planning Commission shall fully set forth the circumstances by which this Land Use Code would deprive the applicant of any reasonable use of his or her land. Mere reasonable loss in value shall not justify a variation; there must be a deprivation of beneficial use of land.

The benefit to the Owner is the variance allows the needed shop and garage space attached to the main house and the new master bedroom addition that increases the livability of the small residence. The benefit to the community is enhanced aesthetics as a result of renovations to the structure and new landscaping all of which improves the appearance of the property and neighborhood.

(6) The proposed variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety or substantially diminish or impair property values within the adjacent neighborhood.

Applicant's response: The zoning code indicates existing neighborhood compatibility is a goal. The project as designed meets that criteria. The Applicant has verbal approval from the neighbors and can provide letters of support of the project from adjacent neighbors.

(7) The granting of the variance requested will not confer on the applicant any special privilege that is denied by this Land Use Code to other lands, structures or buildings in the same district.

Applicant's response: The actual zone designation for the subject parcel is uncertain. It is clear that it was considered R1 5000 in 2009. The size of the parcel has not changed since that time. I believe there is nothing in Town records that indicate the property is not R1 5000 which would indicate no variance is needed. Allowing the project to proceed will enable a property upgrade that represents an overall benefit to the community.

(c) The Board of Trustees may prescribe any safeguard that it deems necessary to substantially secure the objectives of the regulations or provisions to which the variance applies.

(d) Upon application, the Planning Commission, after giving notice as required by law, shall schedule a public hearing of the proposed variance. The Planning Commission shall consider and decide all proposed variations, taking into account the standards enumerated above.

(e) Procedure. Procedures for variance hearings shall be the same as those for zoning and rezoning, with the exception of the publication requirement contained in Paragraph 16-711(f)(2) below, which shall not be required.

Staff discussion: The Applicant's letter is required to describe how the proposed project meets the standards and why the strict application of GMF Land Use and Zoning Code would deny the landowner reasonable use of his land, as required in §16-709. Staff believes the applicant has attempted to adequately do so. However, the variance to build 9-feet from the property line- when 10 is required- is not the issue presented; rather, the zoning designation is the point of contention. In the site plan drawings, narrative explanation, and four land use approval applications, the Applicant maintains the zoning is R-1 5,000. If that were the case, the Variance would be a moot point.

It is Town Staff's position to advocate for projects that meet the standards set-forth in the Code, last updated in 1997. This particular item presents a quandary, as it appears a more appropriate solution would be a legal review and opinion by Town Attorney, which was offered, to no avail. Town Manager and Planning review and interpret what is in the Code; if there is a challenge, that is the quickest and most reasonable remedy. Staff recommends the Commission have a dialog with the petitioner and landowner about this contradiction.

Procedurally, an application, fee, and supplemental materials were received September 30, 2020. Staff is given 45 days to review but scheduled this special meeting in October to accommodate the urgent requests for a public hearing. PPRBD electronic building permit queue shows the applicant submitted plans on October 15, 2020 and are still being reviewed by the agency.

Public Works posted the required public notice sign at 10330 El Paso Avenue. No comments were received at the time this staff report was written.

Conclusion

Staff has reviewed the Applicant's materials for a side yard setback variance of 9 feet where 10 feet is required and concludes the materials sufficient to consider and recommend approval- after clarification on the matter of whether the owner will be pursuing a legal review to challenge the R-1 10,000 Single Family Residential Zoning.

Staff recommends the architectural plan review, grading permit, and driveway permit are conditions that be met prior to construction.



719.660.4356 po box 1395 palmer lake co 80133

September 27, 202

Project: Cord Smith Residence Addition & Remodel
Project Address: 10330 El Paso Ave
Architect's Project No: 20.4.2
Subject: Variance **Letter Of Explanation**

Project Description:

The project is for the purpose of improving the property for the Owner, a long time resident of Green Mountain Falls, who will move in and occupy the renovated home as his primary residence. It includes a new Master Bedroom Suite as well as a garage / workshop that serves his vocation of restoring antique motor cars. Many of the residents of Green Mountain Falls are familiar with these works of art. The construction includes 3 building components:

- a new upper level master bedroom built on top of the existing small residence
- a small passageway joining the existing residence and workshop
- a new garage / shop

Work will include a facelift to the existing residence with new exterior cladding and other materials, new paint, and new metal roofing. This will enhance the appearance of the existing structures and tie together the existing architecture. The garage / shop includes a full glass garage door intended to show off the antique cars. Landscaping including new retaining walls, shrubs and other ground cover will be installed to accommodate the renovated structure and repair the grounds post construction. All improvements will enhance the aesthetics of the property and neighborhood.

An ILC for the property has just been completed (dated 9/26/20). This document indicates a shift from where previous corner pins were shown. Consequently the distance from the new garage/shop to the existing property is 9.05 ft. A variance request, if needed, is for 0.95' (11 3/8").

Reason For Variance:

The garage shop component of the project contains storage space for vintage vehicles, parts, equipment, and current projects. 20' is the minimum functional width necessary to accommodate this. Additional width was desired but it was cut to 20' to meet the 5' R1 5000 setback. The issue of this setback is further discussed below.

The variance is required because the Planning Dept says the property is R1 10000 (10' side yard) because it's over 10,000 sf. The Town zoning map doesn't say which R1 applies (10000 or 5000). The zoning code defines the two zones with *minimum* size and states:

"The R-1 5,000 Single-Family Residential District is the basic residential zoning category for the existing platted lots in the Town where the principal use of land is for single-family dwellings."

If a zone can change over time to one with more restrictive criteria that would represent a hardship to the property and deprive the property owner of the use of his property for this project.

The zoning code indicates existing neighborhood compatibility is a goal. The project as designed meets that criteria. The Applicant has verbal approval from the neighbors and can provide letters of support of the project from adjacent neighbors.

Conclusion:

The actual zone designation for the subject parcel is uncertain. It is clear that it was considered R1 5000 in 2009. The size of the parcel has not changed since that time. I believe there is nothing in Town records that indicate the property is not R1 5000 which would indicate no variance is needed. Allowing the project to proceed will enable a property upgrade that represents an overall benefit to the community.



719.660.4356

po box 1395

palmer lake co

80133

www.fisharch.com

Sept 10, 2020

To: Green Mountain Falls Planning Commission – Todd Dixon Chair
Project Address: Addition & Remodel 10330 El Paso Ave
Subject: Applicable Zoning

Dear Chairman Dixon and Green Mountain Falls Planning Commissioners:

Thank you for the opportunity to clarify zoning for the subject project. GMF's Zone Map indicates R1 Zone for the subject property but not which R1 zone. Application of R1 10000 to the property is staff interpretation. I believe there are no Town records that indicate this zone applies. There is evidence that R1 5000 applies. I don't think the PC was made to understand this.

The subject parcel and other homes in the neighborhood are physically constructed to the R1 5000 5' side yard standard. RBD building permits in '02' and '09' carry the GMF approval stamp indicating the property is R1 5000. During the Planning Commission meeting the site plan for the 09 addition with the 5' side yards was shown. Not shown was the approval page in that document that indicates R1 5000 with the GMF approval stamp on the right:

RESIDENTIAL

Resubmittals: 1st _____ 2nd _____ 3rd _____

Address: 10330 EL PASO AVE, GREEN MOUNTAIN FALLS

Plan Track #: 54716 Received: 17-Sep-2009 (MARY)

Description: **GARAGE ADDITION**

Contractor: HOMEOWNER

Permit # 407646 Zone R-1 5000 City County Green Mountain Falls, Co

APPROVED FOR CONSTRUCTION

Date 9/30/09 By [Signature]

Type of Unit:

Parcel: 8308401083

Required Departments (3)

	App	Dis	N/A	By
Floodplain	X			FC 9/20/09
Zoning/Planning				
Construction	X	X		9/23/09 [Signature]

9/24/09 NO WALK THRU

See plan for [Signature]

PC Meeting minutes associated w/ this approval are excerpted below:

**TOWN OF GREEN MOUNTAIN FALLS
PLANNING COMMISSION MEETING
MINUTES OF REGULAR MEETING - TUESDAY, AUGUST 25, 2009**

The meeting was called to order by Chairman Kosley at 6:00 p.m.

ATTENDANCE: Turnbull - present Lowndes, John - present
Lowndes, Patty - present
(alternate)

APPROVE MINUTES FROM AUGUST 11, 2009 M/S Turnbull/Lowndes, John to approve the minutes as submitted. All yea

RESUBMITTAL OF PLANS FROM 7/9/02 - Addition to Existing Garage: Second Level, Carport - 10330 El Paso Street - Property owner, Craig Sumner was present and stated that there were no changes to the plans as he presented to the commissioners in 2002. No work on the project took place after the plans were approved by Planning Commission. Engineer, Ralph LoCascio is performing a new soils test. LoCascio will put current dates and certification stamps on the plans that will go forward to Regional Building. Sumner will bring those plans into the town clerk for signature. The commissioners did ask that the project be completed three months from the start date. Sumner would need to request an extension from the commissioners should he need a longer period of time.

M/S Turnbull/Lowndes, John to approve the construction project as presented by property owner, Craig Sumner. All yea

No comment on the specific zone or 5' side yard. It's reasonable to assume R1 5000 was a given.

GMF Planning told us the R1 10,000 zone definition is a parcel over 10,000 square feet - why this zone applies to our parcel. But this definition isn't in the Code. It only refers only to *minimum* size and specifically states:

"The R-1 5,000 Single-Family Residential District is the basic residential zoning category for the existing platted lots in the Town where the principal use of land is for single-family dwellings."

It also says existing neighborhood compatibility is a goal and the PC is responsible for clarifying discrepancies. There is no mention of zones changing over time with parcel ownership changes. I had hoped PC would clarify this discrepancy last night but I was not given the opportunity to get pertinent information to you.

We offer this in response to your request for additional information. Beyond this, I'm not sure how we can help you clarify the discrepancies in your zoning ordinance and map other than involving an attorney well-versed in this area to help clarify your zoning code? There is no evidence I am aware of, or that was shared with us, no Town record, nor zoning map that shows the property as R1 10000. There is evidence that R1 5000 applies to the property.

We are not trying to avoid fees – just time lost. Our communication failure with Planning resulted in the variance submittal not being placed on the August agenda. I was unaware of this until the time of that meeting. This cost us a month. We then discovered the evidence of R1 5000 zoning which indicates no variance is needed. We could resubmit the variance documents already prepared and pay that fee if that's what you need us to do. Our primary argument, however, is that we're R1 5000 and no variance is needed. If you do feel we need to process a variance then Green Mountain Falls must provide tangible proof that the property is R1 10,000 so we may adequately formulate our justifications.

The Town Planner has forwarded us the grading permit application. We have been waiting on the surveyor for an ILC and topographic info needed to complete the grading plan. We will submit the application, plan, and associated fees for this asap so we may proceed prior to inclement weather. This grading / landscaping / retaining wall (<4' high) work is unrelated to the addition and needs to be completed regardless of the final determination on the land use permit.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Fisher', followed by a long horizontal line.

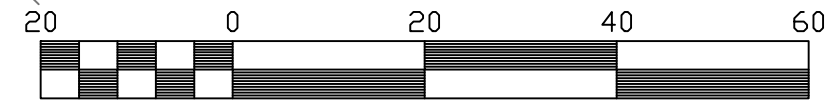
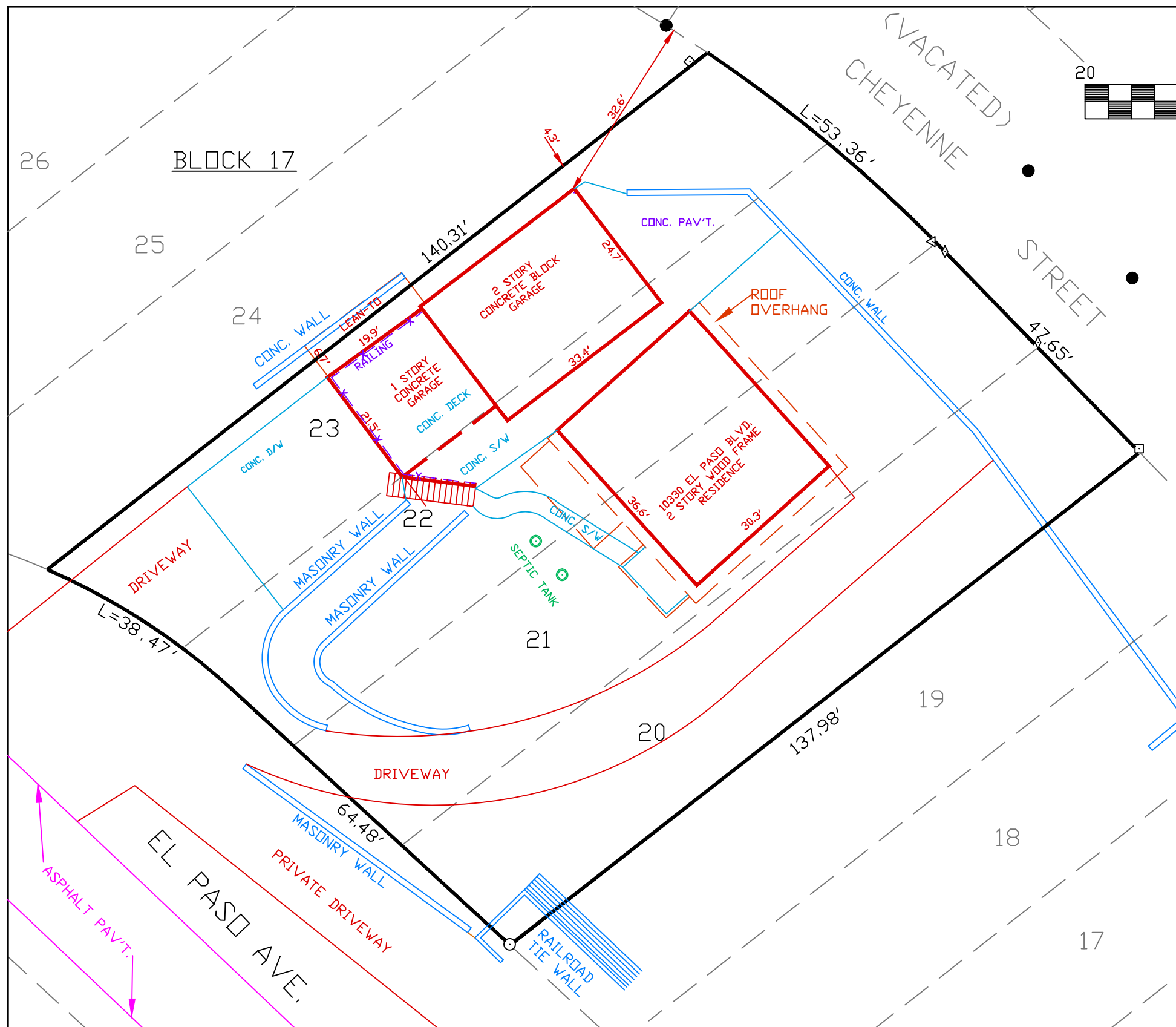
William L. Fisher, RA LEED ap

cc

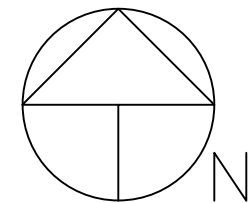
Cord Smith

Julia Simmons

Jane Newberry



Scale 1" = 20'



IMPROVEMENT LOCATION CERTIFICATE

Title information was not provided by the client
This survey does not constitute a title search or opinion.

Legal description: Lots 20-23 inclusive, Block 17, Green Mountain Falls Addition No. 2

I hereby certify that this Improvement Location Certificate was prepared for, Cord Smith, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. I further certify that the improvements on the above described parcel on this date, September 25, 2020 except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

September 25, 2020

Oliver E. Watts Colo PE-LS 9853 Date
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.
614 Elkton Drive Colorado Springs, CO 80907 (719) 593-0173
olliewatts@aol.com
Celebrating over 41 years in business

DRAWN BY: O.E. WATTS

DATE: 9-23-20

DWG. NO.: 20-5520-03

THRU 9-25-20

SURVEYED BY: DVF, GG, 1987 DEW, ESW

REVISIONS

OLIVER E. WATTS
CONSULTING ENGINEER
COLORADO SPRINGS

PROJECT

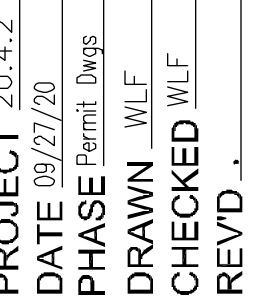
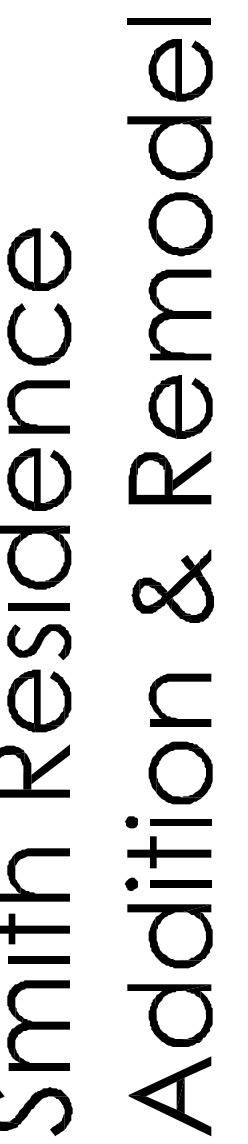
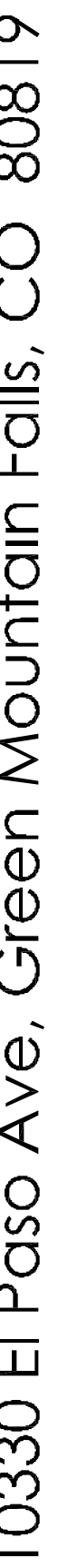
10330 EL PASO BOULEVARD
LOTS 20-23
ADD. NO. 2 TO GREEN MTN. FALLS
EL PASO COUNTY, COLORADO

SHT. NAME

IMPROVEMENT
LOCATION
CERTIFICATE

SHT. NO.

1
OF
1



- ZONING & PROPERTY DATA

PROPERTY ADDRESS: 10330 EL PASO AVE
GREEN MOUNTAIN FALLS, CO 80819

PROPERTY OWNER'S NAME: CRAIG A SUMNER ESTATE
CORD SMITH
PERSONAL REPRESENTATIVE

EPCO PROPERTY TAX NO. 8308401083

LEGAL DESCRIPTION: LOTS 20-23 BLK 17 GREEN
MOUNTAIN FALLS ADD NO 2

ZONING: R1 _____ PER GMF ZONING MAP
R1 10,000 PER GMF PLANNING INTERPRETATION
R1 5000 PER HISTORICAL RECORDS

DETAILED PROJECT DESCRIPTION: GARAGE ADDITION (NEW
FOOTPRINT) AND UPPER
LEVEL MBR ADDITION (NO
NEW FOOTPRINT)

ADJACENT ZONING & LAND USE: R1 RESIDENTIAL

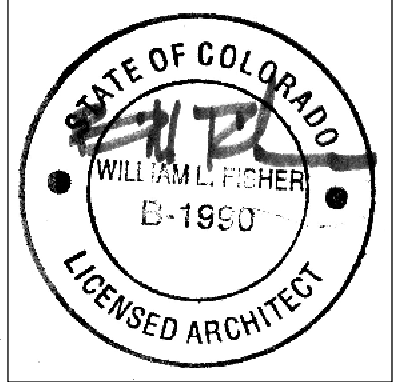
- ## GENERAL NOTES
-
1. ALL WORK PER 2017 PPRBC
 2. NOTIFY ARCHITECT IMMEDIATELY IF ACTUAL CONDITIONS DO NOT REFLECT THOSE SHOWN ON THE DRAWINGS.
 3. FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO ORDERING OR FABRICATING MATERIALS OR OTHERWISE COMMENCING THE WORK.
 4. G.C. COORD. ALL MECHANICAL, PLUMBING, & ELECTRICAL WORK AND THE WORK OF ALL OTHER TRADES AND PERFORM ALL NECESSARY COORDINATION TO ASSURE ALL COMPONENTS OF CONSTRUCTION ARE PROPERLY ASSEMBLED, PROFESSIONALLY INSTALLED, FULLY FUNCTIONAL & IN WORKING ORDER, AND FREE OF DEFECTS.
 5. PERFORM ALL WORK IN STRICT ACCORDANCE W/ ALL APPLICABLE CODES AND STATUTES.
 6. VERIFY THE EXISTENCE AND LOCATION OF ALL MECH, ELECT, & UTILITIES PRIOR TO PERFORMING ANY DEMO WORK AND PROTECT SAME FROM HARM.
 7. ALL FINAL MATERIAL, FINISH & COLOR SELECTIONS PER OWNER.
 8. ARCHITECT: WILLIAM L. FISHER
PO BOX 1395
PALMER LAKE, CO 80133
719-660-4356
 9. STRUCTURAL ENGINEER: RALPH LOCAGIO
GREEN MOUNTAIN FALLS, CO

TITLE SHEET & SITE PLAN

ALL DATA, DESIGN, GRAPHICS AND DRAWINGS
CONTAINED IN THESE DOCUMENTS ARE THE
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fisher architecture
palmer lake, co 719 660 4356

Smith Residence Addition & Remodel

10330 El Paso Ave, Green Mountain Falls, CO 80819

PROJECT	20.4.2
DATE	08/19/20
PHASE	Permit Docs
DRAWN	WLF
CHECKED	WLF
REV'D	

A
1

LOWER LEVEL FLOOR PLAN

1/4" = 1'-0"

KEY NOTES:

- REMOVE EXG WDW & WALL BELOW. PROVIDE NEW 20 MIN. INSUL. HOLLOW MTL DOOR
- REMOVE EXISTING WINDOW. FILL IN OPENING W/ NEW STUDS, R15 INSULATION, & DRYWALL EA. SIDE.
- NEW BRIDGE ABOVE
- CENTER NEW INSULATED HOLLOW METAL DOOR OPENING ON EXISTING RAFTERS
- REMOVE PORTION OF EXISTING WALL AND PROVIDE NEW HEADER ABOVE. NEW BRIDGE FLOOR FLUSH W/ EXG BOTH SIDES W/ VINYL TRANSITION STRIP @ FLOORING CHANGE
- CLOSET RODS, SHELVES, DRAWER UNITS, RACKS, ETC. CONFIG PER OWNER
- EXTEND NEW BRIDGE WALLS TO EXISTING SLOPED GAMBREL ROOF DECK. PROVIDE NEW ROOF FLASHING.
- NEW METAL ROOFING TO MATCH EXISTING
- REMOVE EXG WDW & WALL BELOW. NEW TRIM HEAD & JAMBS.
- REMOVED EXG EXT SIDING, CLEAN SHEATHING & OVERLAY W/ NEW DRYWALL
- DEMO. EXG ROOF. RETAIN EXG CEILING STRUCTURE AND DRYWALL BELOW. SISTER NEW FLOOR JOISTS - SEE STRUCT. DRAWINGS.
- DEMO EXG STUD WALL AS REQ'D TO PROVIDE NEW GANG STUD COLUMNS AND GROUT CELLS SOLID IN EXG CMU FOUNDATION WALL. SEE STRUTURAL DRAWINGS.
- WOOD TRIM ON NEW DROPPED BEAM ABOVE.
- EXISTING METAL ROOFING BELOW
- REMOVE EXISTING AND PROVIDE NEW FIREPLACE: ICBO/UL APPROVED (TAGS TO BE VISIBLE AT TIME OF INSPECTION). GC VERIFY & PROVIDE ALL REQ'D FRAMING AND VENTING LOCATIONS & CLEARANCES

FLOOR PLAN LEGEND

- ROOM FINISH KEY:
- FLOOR MATERIAL
- RM FINISH REMARKS
- DOOR SIZE (ACTUAL) WxHT (30=3'-0", 68=6'-8", etc)
- EXG DOORS TO REMAIN
- DEMO EXG WALLS, FIXTURES, ETC.
- EXG WALLS TO REMAIN
- NEW GYP BD STUD WALLS: 2x6's W/ R21 BATTS EXT - 2x4's INT
- SMOKE DETECTOR / CO ALARM
- FROST PROOF HOSE BIB
- WINDOW W, HT, & TYPE (26=2'-6", 40=4'-0" etc)
- BATHROOM EXH. FAN (REPLACE EXG)
- CARPET
- HARDWOOD FLOORING
- CASEMENT WINDOW
- AWNING WINDOW
- FIXED / PICTURE WINDOW
- UNLESS OTHERWISE NOTED
- EXISTING
- TEMPERED GLASS
- WINDOW
- OPENING
- CPT
- HW
- CAS
- AWN
- FIX
- UON
- EXG
- TEMP
- WDW
- OPG
- 2640 CAS
- 1 A6

GENERAL NOTES:

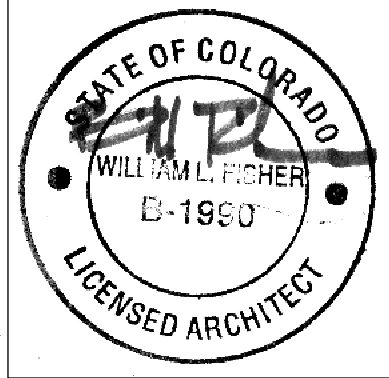
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- PAINT ALL EXG DRYWALL THROUGHOUT UON.
- NEW & EXG DOORS, TRIM, & BASE PROFILES & FINISHES SHALL MATCH
- WINDOWS ARE LOW E INSUL GLASS IN VINYL FRAMES. VERIFY ALL R.O. SIZES.

ROOM FINISH REMARKS

- NEW INT. FINISHES, CAB'S, & MINOR MECH & ELECT REV'S. ONLY IN THIS AREA
- NEW DRYWALL CEILING ABOVE WHERE EXISTING ROOF DEMO OCCURS.
- CUSTOM BUILT-IN CAB'S BY OWNER
- VAULTED DRYWALL CEILING IN THIS ROOM

R VALUE DATA (ZONE 5):

	IECC req'd	PROVIDED	TYPE	THICKNESS (NOM)
FLOORS ABOVE UNCONDITIONED SPACE	R30	R38	BATTS	12"
EXTERIOR STUD WALLS	R20	R21	HIGH R BATTS	5.5"
ROOF CAVITY (VAULTED)	R49	R49	CLOSED CELL FOAM	±7"
ROOF CAVITY (NRG HEEL)	R38	R38	BATTS W/ BAFFLES	±12"
DOORS & WINDOWS	U0.32	0.29	LOW E CLAD WD	-



fisher architecture
palmer lake, co 719 660 4356

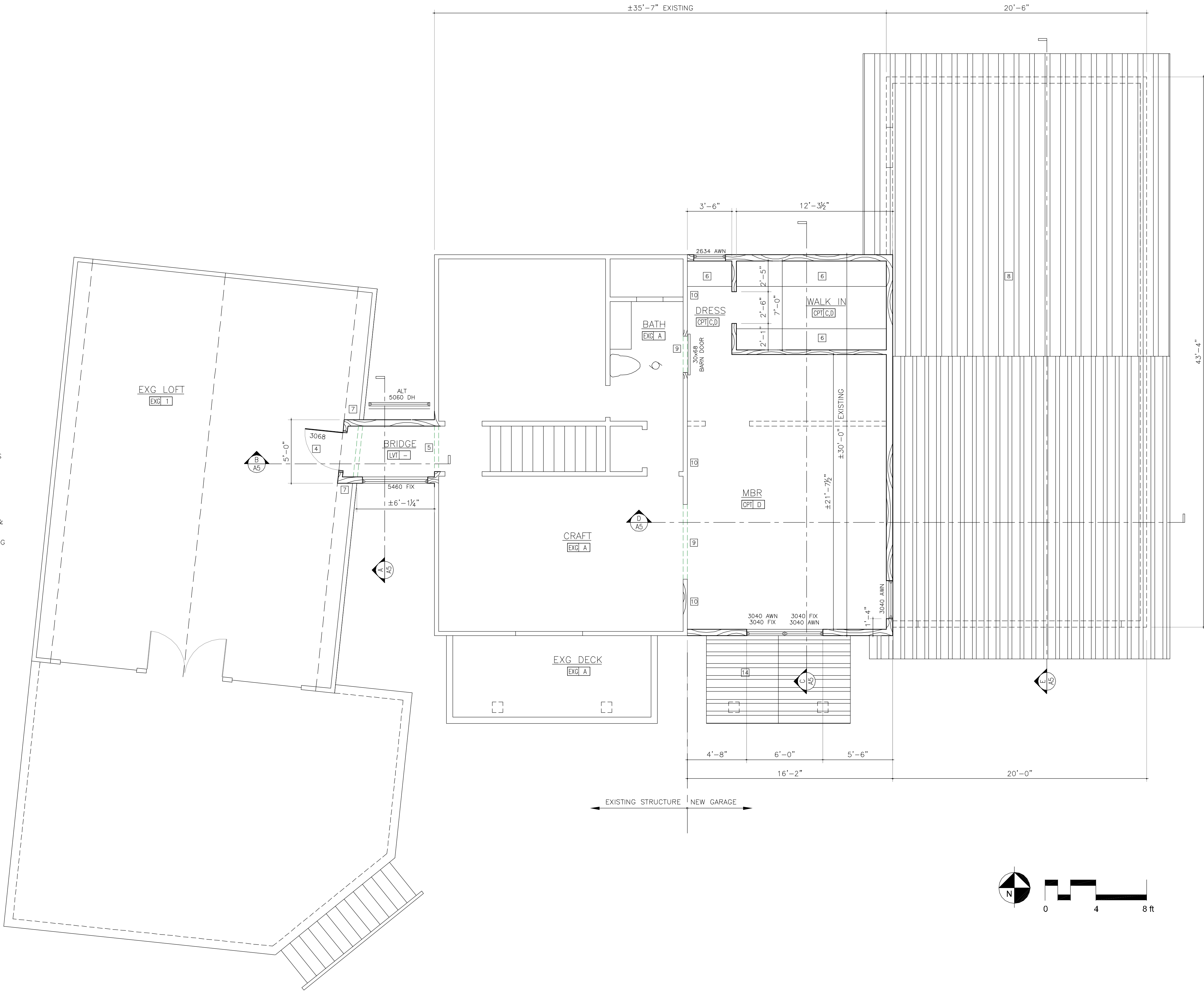
Smith Residence
Addition & Remodel
10330 El Paso Ave, Green Mountain Falls, CO 80819

PROJECT	20.4.2
DATE	08/19/20
PHASE	Permit Dwg
DRAWN	WLF
CHECKED	WLF
REV'D	

A
2

UPPER LEVEL FLOOR PLAN

1/4" = 1'-0"



KEY NOTES:

- REMOVE EXG. WDW & WALL BELOW. PROVIDE NEW 20 MIN. INSUL. HOLLOW MTL DOOR
- REMOVE EXISTING WINDOW. FILL IN OPENING W/ NEW STUDS, R15 INSULATION, & DRYWALL EA. SIDE.
- NEW BRIDGE ABOVE
- CENTER NEW INSULATED HOLLOW METAL DOOR OPENING ON EXISTING RAFTERS
- REMOVE PORTION OF EXISTING WALL AND PROVIDE NEW HEADER ABOVE. NEW BRIDGE FLOOR FLUSH W/ EXG BOTH SIDES W/ VINYL TRANSITION STRIP @ FLOORING CHANGE
- CLOSET RODS, SHELVES, DRAWER UNITS, RACKS, ETC. CONFIG PER OWNER
- EXTEND NEW BRIDGE WALLS TO EXISTING SLOPED GAMBRIL ROOF DECK. PROVIDE NEW ROOF FLASHING.
- NEW METAL ROOFING TO MATCH EXISTING
- REMOVE EXG. WDW & WALL BELOW. NEW TRIM HEAD & JAMBS.
- REMOVED EXG EXT SIDING, CLEAN SHEATHING & OVERLAY W/ NEW DRYWALL
- DEMO. EXG ROOF. RETAIN EXG CEILING STRUCTURE AND DRYWALL BELOW. SISTER NEW FLOOR JOISTS - SEE STRUCT. DRAWINGS
- DEMO EXG STUD WALL AS REQ'D TO PROVIDE NEW GANG STUD COLUMNS AND GROUT CELLS SOLID IN EXG CMU FOUNDATION WALL. SEE STRUTURAL DRAWINGS.
- WOOD TRIM ON NEW DROPPED BEAM ABOVE.
- EXISTING METAL ROOFING BELOW
- REMOVE EXISTING AND PROVIDE NEW FIREPLACE: ICBO/UL APPROVED (TAGS TO BE VISIBLE AT TIME OF INSPECTION). GC VERIFY & PROVIDE ALL REQ'D FRAMING AND VENTING LOCATIONS & CLEARANCES

FLOOR PLAN LEGEND

- ROOM FINISH KEY:
- FLOOR MATERIAL
- DOOR SIZE (ACTUAL) WxHT (30=3'-0", 68=6'-8", etc)
- EXG DOORS TO REMAIN
- DEMO EXG WALLS, FIXTURES, ETC.
- EXG WALLS TO REMAIN
- NEW GYP BD STUD WALLS: 2x6's W/ R21 BATTS EXT - 2x4's INT
- SMOKE DETECTOR / CO ALARM
- FROST PROOF HOSE BIB
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- EXISTING
- TEMPERED GLASS
- WINDOW
- OPENING

GENERAL NOTES:

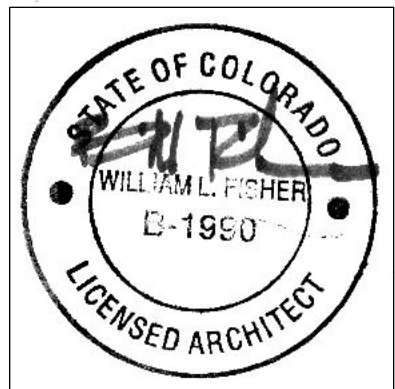
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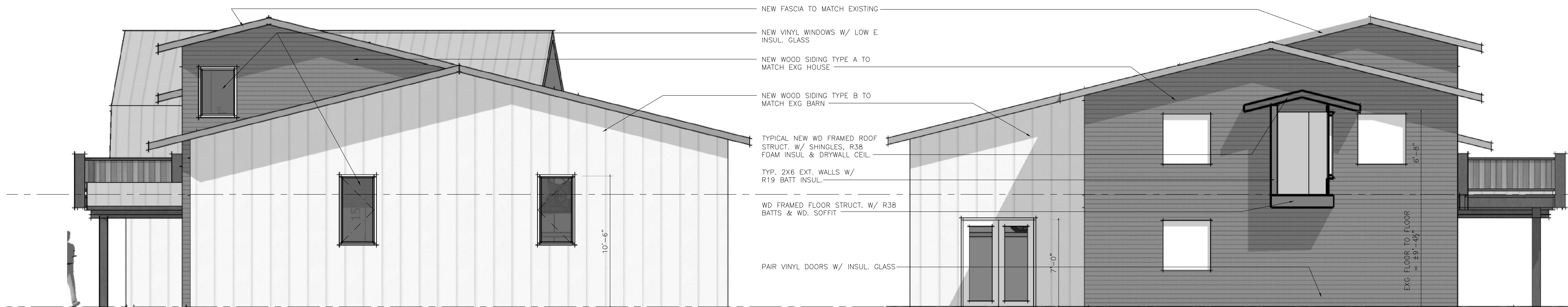
Smith Residence
Addition & Remodel
10330 El Paso Ave, Green Mountain Falls, CO 80819

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CHECKED	WLF
REV'D	

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3



SOUTH ELEVATION



EAST ELEVATION

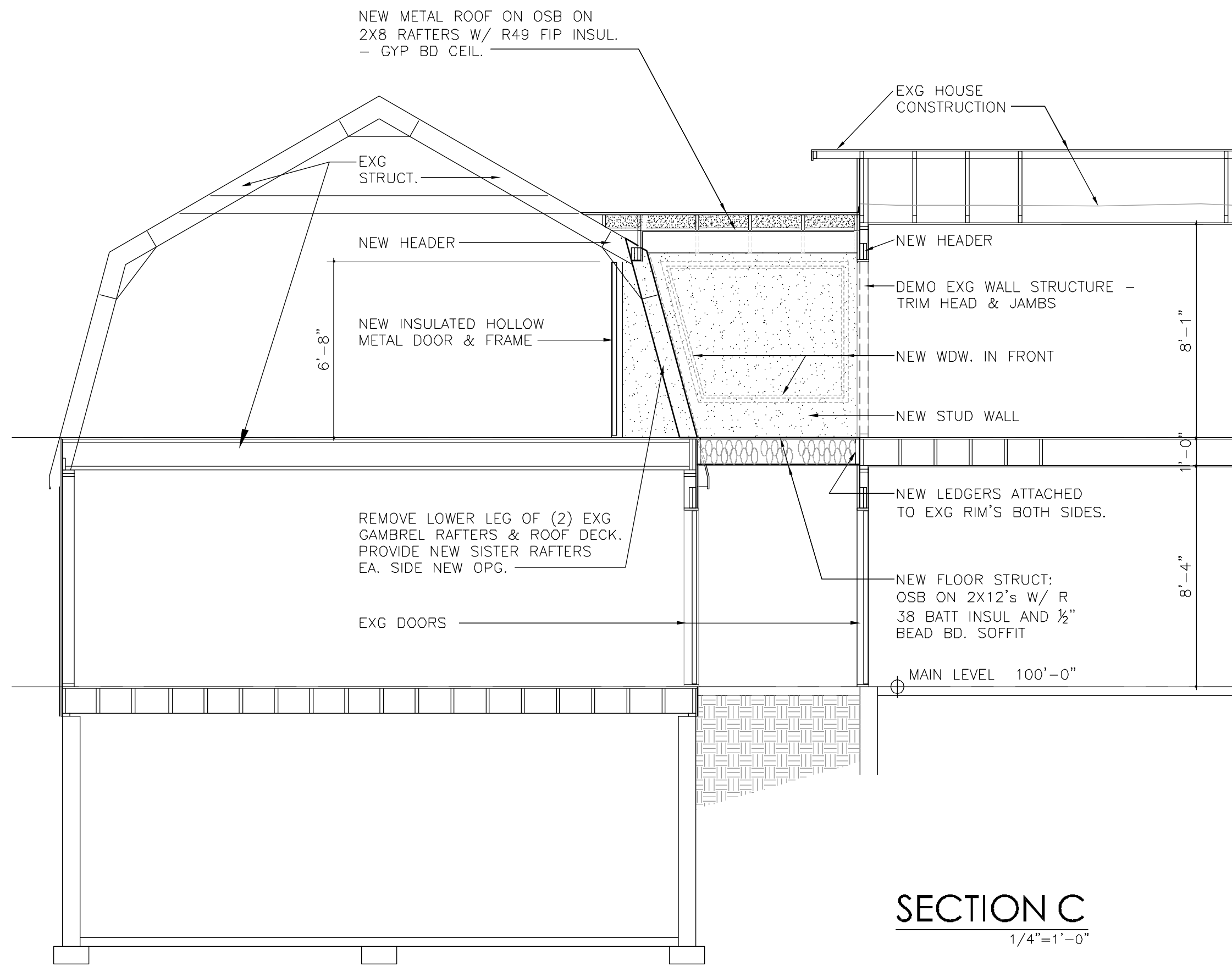
WEST ELEVATION



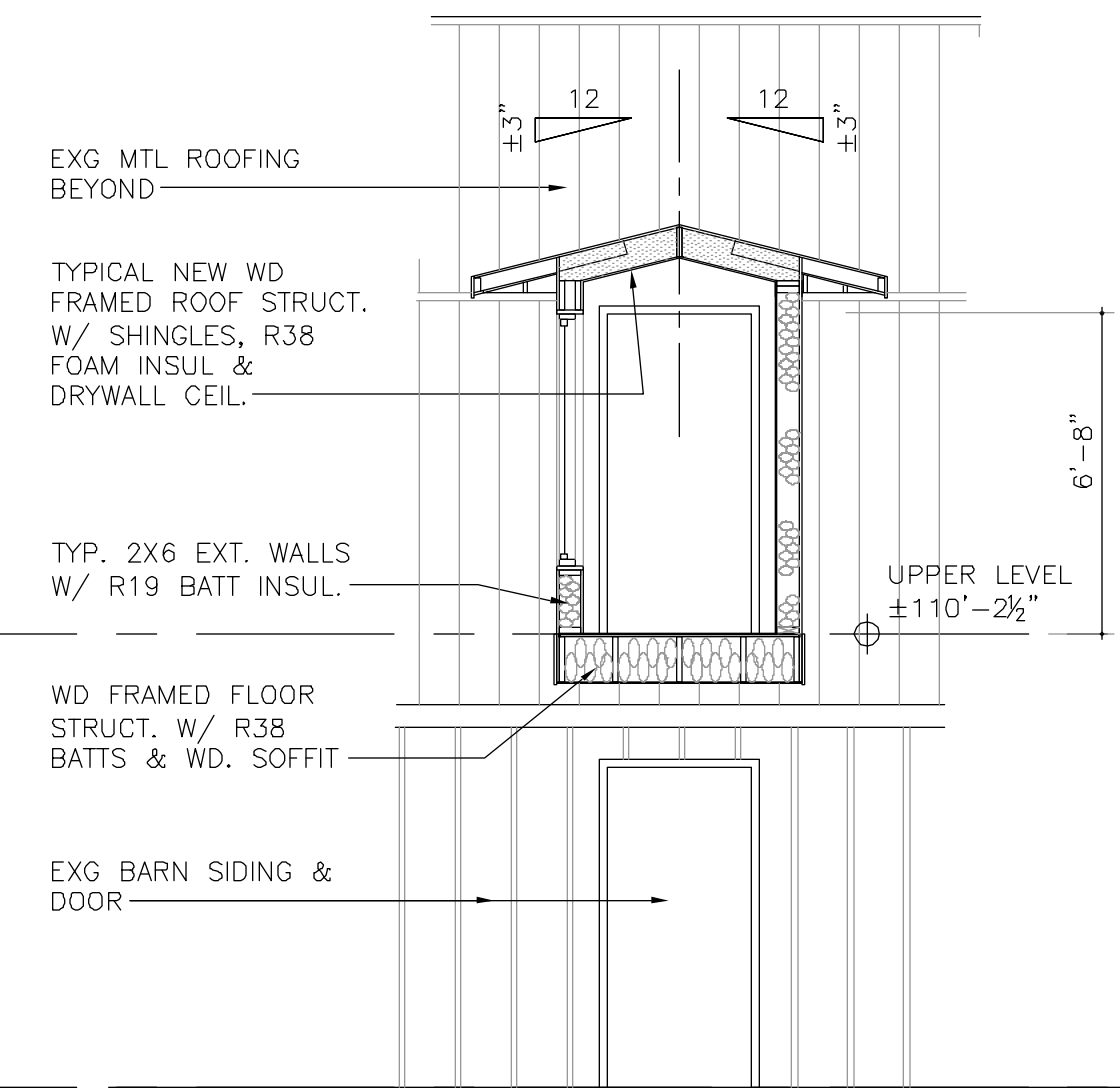
NORTH ELEVATION

EXTERIOR ELEVATIONS

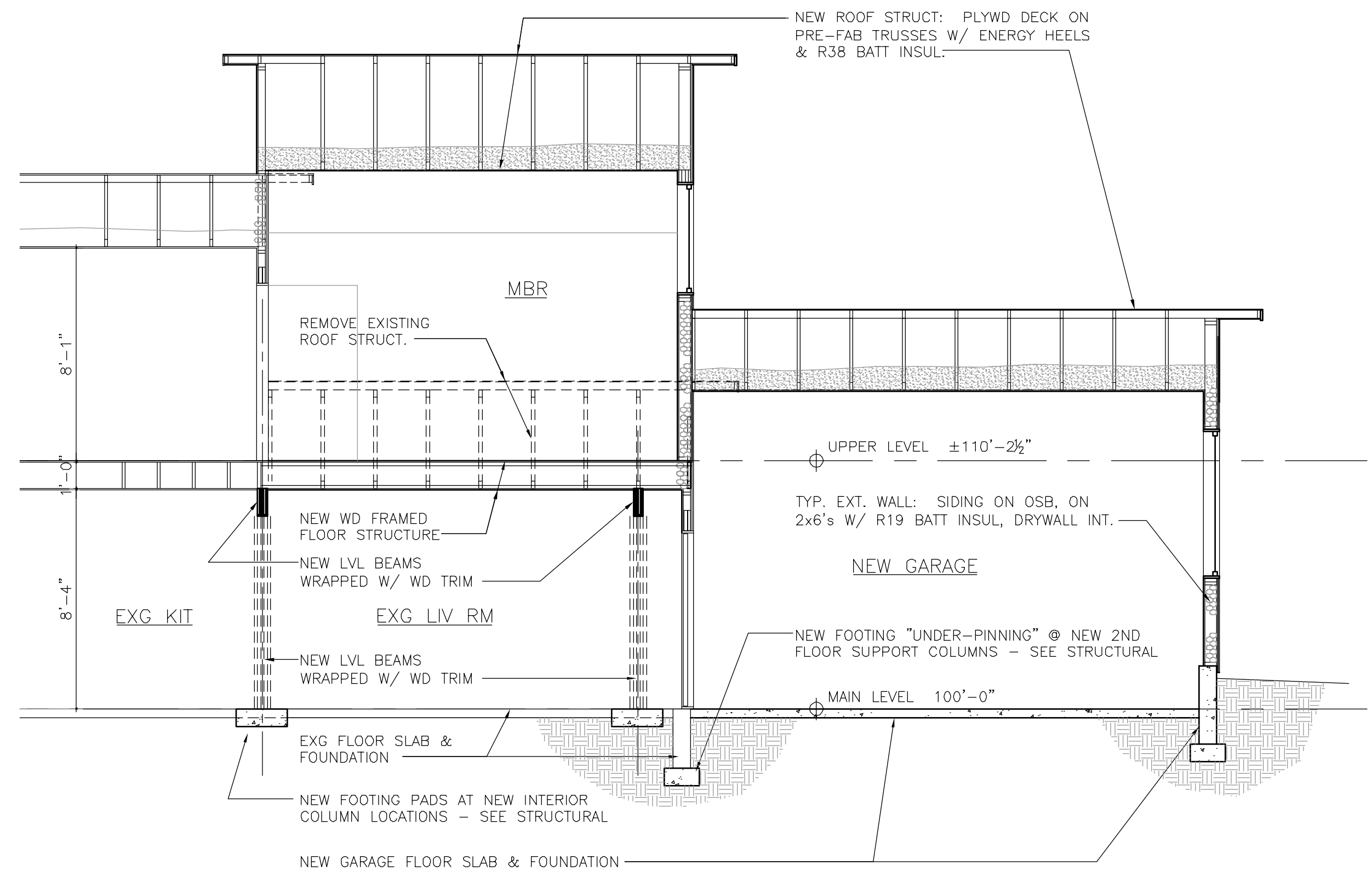
1/4" = 1'-0"



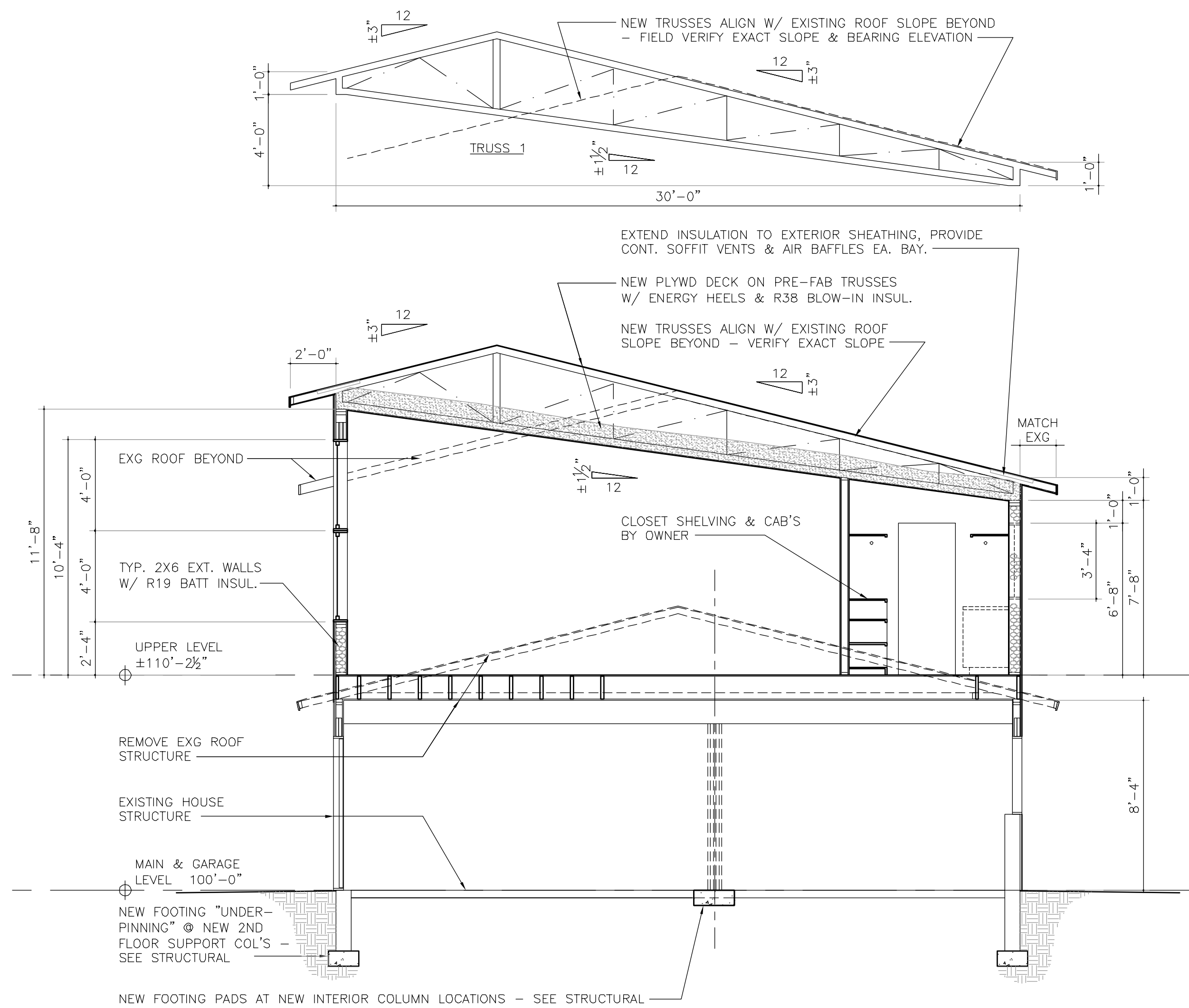
SECTION C
1/4"=1'-0"



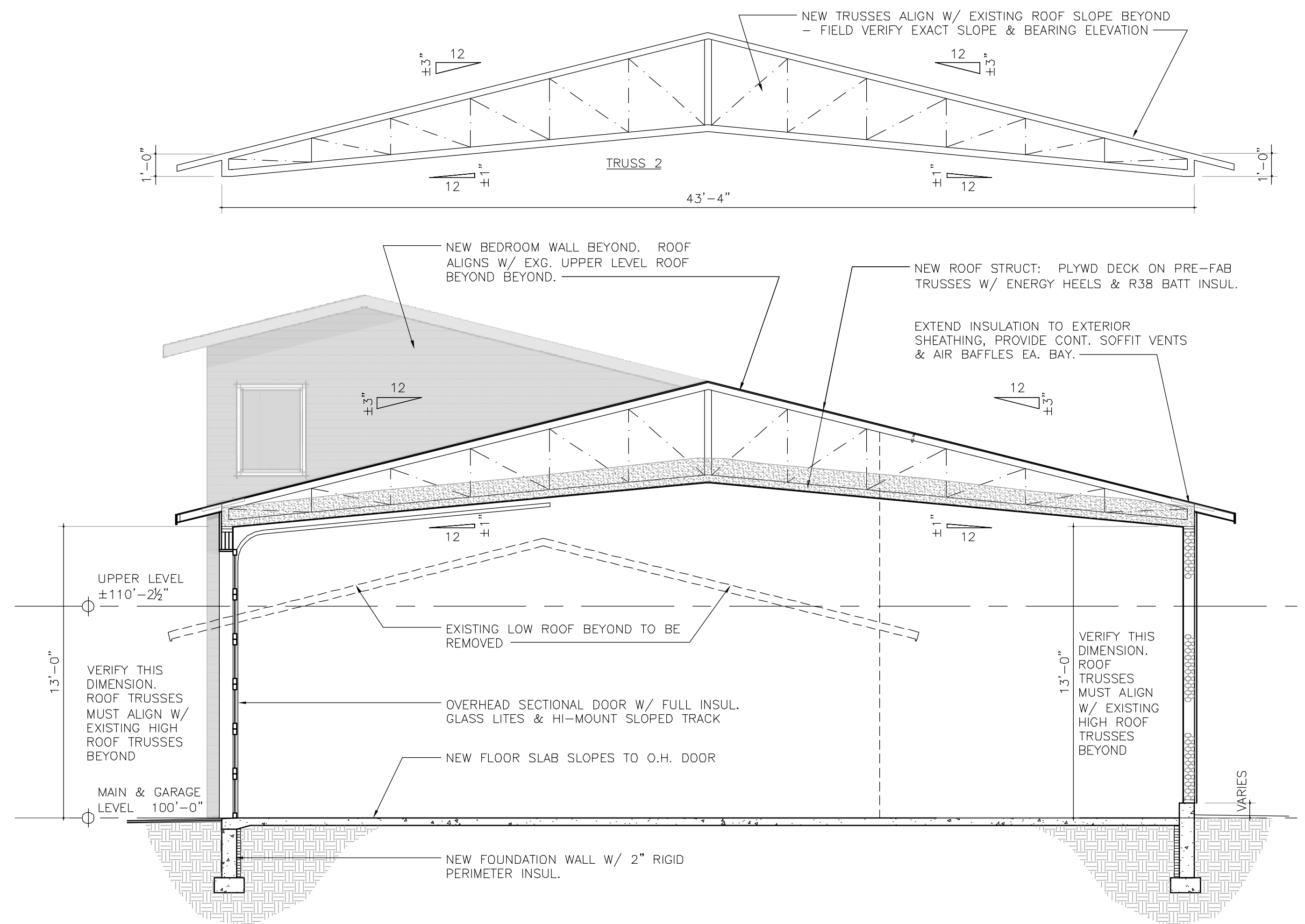
SECTION B
1/4"=1'-0"



SECTION A
1/4"=1'-0"



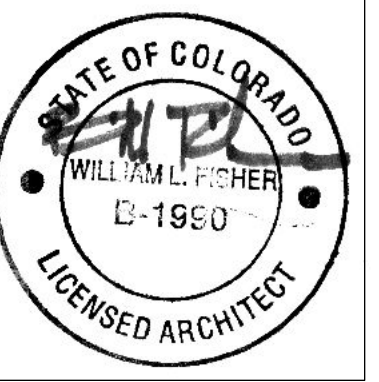
SECTION E
1/4"=1'-0"



SECTION D
1/4"=1'-0"

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Smith Residence
Addition & Remodel

10330 El Paso Ave, Green Mountain Falls, CO 80819

PROJECT 20.4.2
DATE 08/19/20
PHASE Permit Dwg
DRAWN WLF
CHECKED WLF
REV'D

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4

BUILDING SECTIONS & DETAILS

1/4" = 1'-0"

To: The Green Mountain Falls Planning Commission

Regarding the new addition at 10330 El Paso Ave, Green Mountain Falls, I Cord Smith, the Owner am planning to add a drive and garage WITH entrance next to 10320 El Paso Ave. I now understand the Green Mountain Falls Planning Commission needs a 10 foot set back instead of a 5'0" set back. Therefore, I'm asking my neighbors if they are okay with me moving forward with a 5'0" set back with your signatures below. I will then give this document to the Planning Commission, my purpose being to assist them in this process.

Thank you so very much, I truly appreciate you.

Cord Smith Cord Smith Date 9/30/2020

WE HEREBY GIVE OUR APPROVAL, AND SIGNATURE(S) TO THE ABOVE SET BACK REQUEST

The Home this set-back affects: Showalter Robert (Te) and Showalter Doris 3 (Te)
Owner of 10320 El Paso Ave. Green Mountain Falls CO 80819
8803 E. Arlington Rd., Haven, Ks 67543 67543-8211

C. B. Showalter - Son, Executor of the Will CB Showalter Trust Date 10-9-20

Other adjacent neighbors:

Owner of 10340 El Paso Ave., Green Mtn. Falls CO 80819-0374

By Velma Kreiger Velma Kreiger Date 9/30/20

Owner of 10318 El Paso Avenue, Green Mountain Falls, CO 80819, Smith Cord W Trust

By Cord Smith Cord W. Smith Date 9/30/2020

Owner of 10318 Cheyenne Street, Green Mountain Falls, CO 80819

By Arthur Krisak, Arthur Krisak Date 9-30-2020

Owner of 10340 Cheyenne Street, Green Mountain Falls, CO 80819-0421

By Karen Watson Karen Watson Date 9/30/2020

Owner of 10310 El Paso Avenue, Green Mountain Falls, CO 80819-5023

By Linda K. Chamberlain Linda K Chamberlain Date 9/30/2020



2021 Budget Message

Town of Green Mountain Falls, Colorado
10615 Green Mountain Falls Road
Green Mountain Falls, CO 80863

Board of Trustees and Citizens of Green Mountain Falls,

Pursuant to §29-1-103(1)(e) of the Colorado Revised Statutes, it is my pleasure to present the following budget message to accompany the 2020 Annual Budget for the Town of Green Mountain Falls. The following budget sets forth projections of Town expenditures and revenues for the period of January 1, 2021 through December 31, 2021.

For 2021, the Town's overall budget is \$650,619. Of this total, \$650,619 in expenses are attributable to the General Fund. A remaining \$8,500 in expenses are budgeted within the Conservation Trust Fund. The Capital Improvement Fund for 2020 is anticipated to be \$468,341. After these expenses, anticipated end-of-year unrestricted fund balance are budgeted as follows:

General Fund – \$650,619.

Capital Improvement Fund – \$806,198, \$20,500 TABOR emergency reserve.

Conservation Trust Fund – \$8,500.

Per C.R.S. §29-1-102(2)(b), the Town's budget is based on a modified accrual basis.

Per C.R.S. §29-1-103(1)(e), this budget will permit the Town to continue to afford the following basic municipal services:

- Public Works
 - Road maintenance and upkeep
 - Parks maintenance and upkeep
 - Facilities maintenance and upkeep (including municipal Pool facility)
 - Fleet maintenance and upkeep
- Town Marshall
 - Respond to complaints/enforce all provisions of the Town's municipal code
 - Manage all law enforcement-related records
 - Maintain all administrative compliance elements of the department
 - Manage part-time volunteer reserve officers
 - Municipal Court – assist in prosecution of municipal code infractions
 - Serve as general liaison to the public in keeping the peace (community policing)
 - Emergency management – assist in the immediate management of emergency/disaster events
 - Events management – lend operational support to local events to ensure permit compliance, proper traffic management, and the general safety of attendees
- Office of the Clerk-Treasurer
 - Town Board of Trustees and appointed committee management
 - Agenda publication and management

- Public notifications
 - Recording and publication of minutes of proceedings
 - Vacancy announcements and management
- Designated Local Election Official
- Licensing Official (businesses, short-term rentals, animals, liquor, special event permits, etc.)
- Records Management (financial, personnel, contractual, municipal court, etc.)
- Municipal Code Updates
 - Ordinance tracking
 - Interface with online code publishing company to maintain updates
- Municipal Court Clerk
- Human Resources Support (payroll administration, policy development, professional development, onboarding/offboarding, volunteer management, etc.)
- Information Technology Support
 - Website content management
 - Interface with independent consultants for network upkeep
 - Software/hardware maintenance
 - Legal Services
 - Interface with Town Attorney's Office as needed/appropriate
- Insurance Administration – property/casualty, workers compensation, health
 - Enrollment
 - Renewals
 - Claims
- General Financial Services
 - Procurement officer
 - Accounts payable/receivable management
 - Annual auditing support
 - Banking/credit/investment management
 - Budget tracking/maintenance
 - Fiscal reporting
 - Procurement assistance
- Events Management
 - Manage Pavilion bookings
 - Provide event support as appropriate (e.g. insurance, scheduling)
- Planning/Land Use
 - Staff support to Planning Commission
 - Liaison between Planning Commission, Board of Trustees, Town residents, applicants, other Town staff
 - Land use/zoning determinations – e.g. vacations, annexations, development
 - Grant writing/administration
 - Capital project planning/management
 - Economic development
 - Trails management
 - Short-term rental administration
 - Plan reviews
 - Permit request review/issuance (development, revocable permits, grading, street cuts, etc.) 3
 - Primary interface with Regional Building Department, EPC Health, other entities as needed

- Comprehensive Plan monitoring/implementation
- Code enforcement (relating to land use, zoning, construction, etc.)
- GIS technician
- Event support
- Town Manager
 - Liaison between Town staff and Board of Trustees
 - Operations management (principle supervisory authority for Public Works)
 - Hiring/firing non-appointed staff
 - Day-to-day oversight/work plan management
 - Performance reviews/goal-setting
 - Disciplinary matters
 - Municipal budget officer
 - Liaison to Town Attorney's Office
 - Communication of Town Board articulated legal questions/concerns
 - Direction on desired legislation
 - Strategizing/negotiating regarding actual or potential legal disputes
 - Capital project budgeting/planning/management
 - Contract management
 - Grant oversight/strategic planning
 - Intergovernmental liaison/representative
 - Organizational health
 - Professional development planning
 - Ongoing staff analyses/evaluation of outsourcing opportunities
 - Public Information Officer
 - Emergency management
 - Insurance administration
 - Event support
 - ADA coordination

Note: All departments are jointly responsible for providing basic administrative support – i.e. general customer service, office management, fielding public inquiries, etc.

Included in the budget is a three (3) percent COLA increase. Significant line item changes notable are increased fee revenues, which will offset the cost of planning services.

Relative to the general fund expenses of \$678,569 balance with anticipated revenues in 2021, which are \$678,569. Net revenues after expenses in the General Fund are therefore anticipated to be \$27,950 above general fund expenses. The total net revenues after expenses for the Capital Reserve Fund for 2021 is anticipated to be \$0. The Conservation Trust Fund (lottery proceeds) is projected to bring in \$8,500 in 2021 funds, which per State law will be used for parks maintenance/grant matching funds/parks capital improvements.

The primary capital achievements contemplated are as follows:

- \$151,306 for the completion of the Stilling Basin's Project (PPRTA) – left over/remaining funds from the Belvidere Avenue Widening/Overlay Project in the amount of \$85,306 rolled into the Stilling Basin's Project which was originally slated for \$66,000 bringing us to \$151,306
- \$84,392 For the completion of two (2) health and safety critical flood recovery projects (DOLA/local match 75/25)
 - Repair/Replace Maple St. Culvert/Bridge
 - Repair/Replace Midland Ave. Culvert Crossing

- \$TBD* - Trustees & Staff are continuing to pursue funding from CDBG EL Paso County Block Grant for the completion of ADA accessible lake wall/walkway improvements and beautification of Lake Park
- \$30,000 for a comprehensive signage and parking project (Kirkpatrick \$30k, no match)
- \$70,000 for a Planning Code Re-write (DOLA \$25k 50/50 match, Kirkpatrick \$45k no match)
- \$459,000* for a GoCO Coronavirus Trails Stewardship Opportunities Grant – trails and open space improvements, pit toilets at trail heads, move trail heads as needed per engineer review (applied and waiting to hear if there will be an award, 10% match)
- \$30,000* for fire mitigation efforts (applying for grant funding – analysis is being performed and the amount of funding listed here may change)
- \$10,600 for parks, rec., and trails related capital improvements (i.e. \$4k to trails maintenance,
- \$TBD Trustees & Staff are continuing to pursue funding for Broadband improvements
- \$TBD Trustees & Staff are continuing to pursue funding for a Main Street Program & Main Street Improvements

*Note: Funding has not been secured yet for the projects marked with an asterisk. Town Staff is actively seeking grant funding, which may or may not be awarded. If funds are not awarded, these projects will not be completed in 2021 without use of Board approved reserve funds.

In summary, the Board of Trustees continues to address the Town's financial needs in a prudent and fiscally responsible manner, while investing in the Town's infrastructure. Trustee assistance and guidance in preparation of this document is appreciated.

Town Staff is to be commended for the professionalism they displayed throughout the budget preparation process.

It is a pleasure working for the Town of Green Mountain Falls and I look forward to continuing my work with its' citizens, The Board of Trustees, and Town Staff.

Respectfully Submitted,

Angie Sprang
Town Manager

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	2019 Actual	August 2020 Actual	2020 Estimated	Proposed 2021 Budget
REVENUE				
<u>Intergovernmental Revenue</u>				
Grants- State	\$ 71,984	\$ 13,028	\$ 18,000	\$ 25,000
HUTF	32,728	13,195	28,933	30,000
Motor Vehicle Fees- El Paso County	2,468	1,393	2,500	2,500
Motor Vehicle Fees- Teller County	174	52	200	200
Reimbursements- PPRTA	-	5,209	39,139	40,689
Road and Bridge- El Paso County	1,344	1,439	1,300	1,300
Road and Bridge- Teller County	-	137	150	150
DOLA Comp Plan	23,812	-	-	-
Planning Code Rewrite	-	-	-	45,000
Parking and Signage Plan	-	-	-	30,000
Severance/Mineral Lease	1,222	437	1,400	1,400
Total Intergovernmental Revenue	\$ 133,732	\$ 34,890	\$ 91,622	\$ 176,239
<u>Taxes</u>				
Auto Use Tax- El Paso County	\$ 31,905	\$ 9,724	\$ 35,000	\$ 32,000
Auto Use Tax- Teller County	4,003	1,916	2,500	2,500
Franchise- Cable	10,634	6,107	10,900	10,900
Franchise- Electric	20,636	20,636	21,000	21,000
Franchise- Gas	10,476	9,358	11,000	11,000
Franchise- Telephone	4,200	1,050	4,200	4,200
GMF Sales Tax (3%)	161,857	97,719	145,000	150,000
PPRBD Construction Use Tax	19,253	12,988	17,000	17,000
Property Tax- El Paso County	148,255	154,419	155,000	149,000
Property Tax- Teller County	9,149	8,848	9,300	9,300
Short Term Rental Occupancy Tax	28,662	8,829	15,000	20,000
Specific Ownership- El Paso County	18,091	10,249	17,600	17,600
Specific Ownership- Teller County	1,122	743	850	850
Tobacco Tax	408	276	300	400
Total Taxes Revenue - 468680	\$ 468,651	\$ 342,862	\$ 444,650	\$ 445,750
<u>Fee Revenue</u>				
Court- Traffic	\$ 276	\$ 155	\$ 300	\$ 350
Court- Non Traffic Offenses	600	18	200	200
Animal Licenses	374	600	625	1,000
Business Licenses	8,250	3,374	5,000	5,000
Land Use- Administrative Review	75	4,953	5,000	5,000
Land Use- Subdivisions	-	-	1,000	2,450
Land Use- Zoning and Architectural Review	4,030	6,757	7,500	8,075
Liquor Licenses	225	-	500	500
Short Term Rental Licenses	5,900	1,200	2,500	11,500
Special Event Permits	2,500	2,422	2,500	3,000
Special Use Permits	-	2,025	6,000	6,000
Road Cut Permit	1,546	-	-	-
Gazebo- Rentals	6,900	2,000	3,000	7,000
Pool- Admissions & Passes	4,830	-	-	5,000
Special Events- Traffic Control Fees	-	200	400	400
VIN Checks	-	-	75	75
Interest	2,582	1,010	1,500	1,000
Marshal's Department	5	-	-	-
Miscellaneous Revenue	53,868	69,494	70,000	-
Total Fee Revenue	\$ 91,960	\$ 94,207	\$ 106,100	\$ 56,550
<u>Other Revenue</u>				
GMF Promotional Merchandise	\$ 30	\$ -	\$ 30	\$ 30
Total Other Revenue	\$ 30	\$ -	\$ 30	\$ 30
Total General Fund Revenue	\$ 694,373	\$ 471,958	\$ 642,402	\$ 678,569
EXPENDITURES				
<u>Administration Department</u>				
<u>Salaries and Benefits</u>				
Labor- Full Time	\$ 113,682	\$ 75,746	\$ 119,440	\$ 123,023
Labor- Part Time	20,359	21,716	37,760	38,893
Labor- Health Insurance	12,717	15,787	34,708	36,443
Labor- Employee Share Health Insurance	96	45	-	100
Labor- FICA	10,241	7,499	13,300	12,387
Labor- State Unemployment Insurance	270	159	200	300

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	2019 Actual	August 2020 Actual	2020 Estimated	Proposed 2021 Budget
Labor- Workman's Comp	397	146	500	500
Labor- Retirement	-	-	1,750	1,803
Labor- Cell Phone Stipend	-	-	720	720
Total Salaries and Benefits	\$ 157,762	\$ 121,099	\$ 208,378	\$ 214,169

Operations

Insurance- Surety Bond	\$ 270	\$ -	\$ 500	\$ 500
Maintenance- Building	1,528	1,187	1,600	1,600
Publications- Code	1,988	-	3,000	3,000
Publications- Legal Notices	727	559	1,200	1,200
Supplies- Office	2,760	1,762	2,500	2,500
Training- Professional Development, Per Diem	3,343	3,611	4,000	5,000
CARES Act Expenses	-	27,395	30,000	-
Utilities- Electric	1,943	942	2,100	2,100
Utilities- Natural Gas	646	311	700	700
Utilities- Telephone/ Internet	1,337	729	2,500	2,500
Total Operations	\$ 14,541	\$ 36,496	\$ 48,100	\$ 19,100
Total Administration Department Expenditures	\$ 172,302	\$ 157,595	\$ 256,478	\$ 233,269

Interdepartmental Expenditures

Professional Services

Services- Audit	\$ 6,150	\$ -	\$ 6,250	6,250
Services- IT	5,815	2,166	5,000	3,500
Services- Marketing	1,496	794	2,584	2,500
Services- Professional	108,913	5,604	10,448	16,000
Services- Town Attorney	24,653	18,848	20,000	30,000
Total Professional Services	\$ 147,027	\$ 27,412	\$ 44,282	\$ 58,250

Operations

Election	\$ -	\$ 27	\$ 6,200	\$ -
Fees- Annual Dues, Licenses, Memberships	2,983	1,088	3,100	3,500
Fees- Banking Charges	192	265	500	500
Fees- Payroll Processing	1,839	608	1,000	1,000
Fees- Software	19,633	9,962	10,500	7,000
Fees- Tax Collection	1,669	2,739	2,800	2,800
Insurance- Property/ Casualty Liability Premiums	11,853	16,866	17,000	21,233
Insurance- Workman's Comp- Board Members	2,029	24	150	150
Miscellaneous Expense	200	-	-	-
Transfers- Capital Improvement	-	-	5,000	-
Total Operations	\$ 40,398	\$ 31,578	\$ 46,250	\$ 36,183
Total Interdepartmental Expenditures	\$ 187,425	\$ 58,990	\$ 90,532	\$ 94,433

Judicial Department

Professional Services

Services- Professional	\$ -	\$ -	\$ 1,800	\$ 1,000
Services- Prosecutor	433	-	3,000	1,500
Total Professional Services	\$ 433	\$ -	\$ 4,800	\$ 2,500
Total Judicial Department Expenditures	\$ 433	\$ -	\$ 4,800	\$ 2,500

Public Safety Department

Salaries and Benefits

Labor- Full Time	\$ 44,148	\$ 32,992	\$ 50,000	\$ 51,500
Labor- Health Insurance	19,474	11,110	11,600	12,180
Labor- Employee Share Health Insurance	-	718	1,000	1,000
Labor- FICA	4,677	2,524	3,200	3,940
Labor- State Unemployment Insurance	91	74	100	100
Labor- Workman's Comp	1,014	1,161	1,500	1,500
Labor- Cell Phone Stipend	-	-	240	-
Total Salaries and Benefits	\$ 69,404	\$ 48,580	\$ 67,640	\$ 70,220

Operations

Fees- Annual Dues, Licenses, Memberships	\$ 1,320	\$ 105	\$ 2,000	\$ 2,000
Insurance- Surety Bond	100	100	200	200
Maintenance- Vehicle	964	1,553	4,000	4,250
Supplies- Ammunition	-	255	500	500
Supplies- Clothing	886	-	1,000	1,000
Supplies- Fuel	1,138	-	3,000	3,000
Supplies- Office	543	-	700	700

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	2019 Actual	August 2020 Actual	2020 Estimated	Proposed 2021 Budget
Supplies- Operational	307	15	4,000	4,000
Training- Certifications	-	-	400	400
Training- Professional Development, Per Diem	100	-	2,000	2,000
Utilities- Electric	334	318	400	400
Utilities- Natural Gas	632	259	900	900
Utilities- Telephone/Internet	413	322	360	360
Total Operations	\$ 6,737	\$ 2,927	\$ 19,460	\$ 19,710
Total Public Safety Department Expenditures	\$ 76,142	\$ 51,507	\$ 87,100	\$ 89,930

Parks and Recreation Department

Parks Operations

Part time employee	\$ -	\$ -	\$ -	\$ 9,768
Maintenance- Grounds	3,853	-	4,000	1,000
Services- Wildlife Mitigation	4,679	111	1,000	1,000
Supplies Operational	412	198	700	700
Utilities- Electric- Fountain	564	899	1,000	1,000
Utilities- Electric- Gazebo	611	720	1,000	1,000
Total Parks Operations	\$ 10,119	\$ 1,928	\$ 7,700	\$ 14,468

Pool

Labor- Part Time	\$ 11,575	\$ -	\$ -	\$ 12,000
Labor- FICA	866	-	-	850
Labor- State Unemployment Insurance	16	-	-	100
Labor- Hiring/New Employee Expenses	-	-	-	280
Maintenance- Building	3,748	-	-	-
Services- Inspections	130	-	-	130
Food	59	-	-	-
Supplies- Office	81	-	-	50
Supplies- Operational	846	-	-	300
Supplies- Pool Start Up Funds	120	-	-	120
Utilities- Electric	61	217	500	900
Utilities- Natural Gas	809	-	-	630
Utilities- Telephone/Internet	249	-	-	210
Utilities- Water	-	-	-	900
Total Pool	\$ 18,560	\$ 217	\$ 500	\$ 16,470
Total Parks and Recreation Department Expenditures	\$ 28,679	\$ 2,145	\$ 8,200	\$ 30,938

Public Works Department

Salaries and Benefits

Labor- Full Time	\$ 30,659	\$ 31,029	\$ 48,880	\$ 70,720
Labor- Part Time	20,910	16,062	20,280	20,000
Labor- Health Insurance	6,758	11,875	14,000	14,700
Labor- FICA	3,604	3,709	5,400	6,940
Labor- Overtime	2,906	1,390	5,000	5,000
Labor- State Unemployment Insurance	174	157	200	200
Labor- Workman's Comp	3,648	2,884	3,600	3,650
Labor- Cell Phone Stipend	-	-	240	-
Total Salaries and Benefits	\$ 68,660	\$ 67,106	\$ 97,600	\$ 121,210

Operations

Equipment- Rental	\$ -	\$ 100	\$ 3,000	\$ -
Equipment- Repair and Service	6,674	905	12,500	12,500
Maintenance- Building	416	627	-	-
Maintenance- Roads	35,808	2,021	39,139	40,689
Maintenance- Vehicle	5,204	1,431	4,000	4,000
Supplies- Fuel	7,983	3,363	6,300	6,300
Supplies- Office	59	237	300	300
Supplies- Operational	4,216	1,593	3,000	1,600
Supplies- Clothing	791	49	200	-
Tools	123	217	500	250
Training- Certifications	-	-	650	-
Training- Professional Development, Per Diem	762	-	450	-
Recovery	21,195	-	-	-
Utilities- Electric	2,676	1,534	3,000	3,000
Utilities- Natural Gas	834	472	900	900
Utilities- Telephone/Internet	925	74	1,500	1,500
Utilities- Trash	1,239	805	1,100	1,100
Utilities- Electric- Street Lights	1,999	1,112	6,200	6,200
Total Operations	\$ 90,903	\$ 14,540	\$ 82,739	\$ 78,339

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	2019 Actual	August 2020 Actual	2020 Estimated	Proposed 2021 Budget
Total Public Works Department Expenditures	\$ 159,563	\$ 81,646	\$ 180,339	\$ 199,549
Total Expenditures	\$ 624,544	\$ 351,883	\$ 627,449	\$ 650,619
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 69,830	\$ 120,075	\$ 14,953	\$ 27,950
OTHER FINANCING SOURCES (USES)				
Transfer to Capital Improvement Fund	\$ -	\$ -	\$ (15,000)	\$ (96,000)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (15,000)	\$ (96,000)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 69,830	\$ 120,075	\$ (47)	\$ (68,050)
FUND BALANCE - BEGINNING	\$ 353,742	\$ 423,572	\$ 423,572	\$ 423,525
FUND BALANCE - ENDING	\$ 423,572	\$ 543,647	\$ 423,525	\$ 355,474

Town of Green Mountain Falls

CAPITAL IMPROVEMENT FUND DETAIL

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	2019 Actual	August 2020 Actual	2020 Estimated	Proposed 2021 Budget
REVENUE				
<u>Intergovernmental Revenue</u>				
Capital- Block Grants- El Paso County	\$ -	\$ -	\$ 24,000	\$ -
Capital- Pikes Peak Rural Transportation Authority	40,689	-	157,341	151,306
Capital-GoCO Resilient Communities Grant	-	-	-	459,900
Capital- State Grants- Dept of Natural Resources	-	-	9,000	-
Capital- State Grants- DOLA 2 (Flood Recovery)	-	-	128,265	84,392
Capital- State Grants- DOLA 3 (Planning Code Re-Write)	-	-	25,000	25,000
Capital-Kirkpatrick Family Foundation (Planning Code Re-Write)			45,000	45,000
Capital-Kirkpatrick Family Foundation (Comprehensive Signage & Parking)			30,000	30,000
Total Intergovernmental Revenue	\$ 40,689	\$ -	\$ 418,606	\$ 795,598
<u>Other Revenue</u>				
Capital- Bank Interest	\$ -	\$ -	\$ 2,100	\$ 2,100
*Capital- Donations- Monies	31,028	-	99,000	-
Total Other Revenue	\$ 31,028	\$ -	\$ 101,100	\$ 2,100
Total Revenue	\$ 71,717	\$ -	\$ 519,706	\$ 797,698
EXPENDITURES				
<u>Capital Outlay (from General Fund)</u>				
<u>Capital Outlay</u>				
Capital- Administrative Infrastructure (Planning Code Re-write)	\$ -	\$ -	\$ 70,000	\$ 70,000
Capital- Fire Mitigation	-	-	30,000	
Capital- Repairs- Park	-	-	55,000	10,600
Capital -GoCO Project	-	-	-	459,900
Capital- Repairs- Roads and Infrastructure	70,249	2,492	-	-
Belvidere Widening/ Overlay	-	-	91,341	
Maple St Bridge	-	-	73,000	42,196
Midland Culvert	-	-	73,000	42,196
Stilling Basins	-	-	66,000	151,306
Comprehensive Signage and Parking Project	-	-	30,000	30,000
Total Expenditures	\$ 70,249	\$ 2,492	\$ 488,341	\$ 806,198
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 1,468	\$ (2,492)	\$ 31,365	\$ (8,500)
<u>OTHER FINANCING SOURCES (USES)</u>				
Capital- Transfer from Conservation Trust Fund	\$ -	\$ -	\$ 8,500	\$ 8,500
Capital- Transfer from General Fund	-	-	15,000	96,000
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 23,500	\$ 104,500
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES (USES)	\$ 1,468	\$ (2,492)	\$ 54,865	\$ 96,000
FUND BALANCE - BEGINNING	\$ -	\$ 1,468	\$ 1,468	\$ 56,333
FUND BALANCE - ENDING	\$ 1,468	\$ (1,024)	\$ 56,333	\$ 152,333

Town of Green Mountain Falls

CONSERVATION TRUST FUND DETAIL

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	2019 Actual	August 2020 Actual	2020 Estimated	Proposed 2021 Budget
REVENUE				
<u>Intergovernmental Revenue</u>				
CTF- Lottery Proceeds	\$ 10,752	\$ 4,396	\$ 8,800	\$ 8,500
Total Intergovernmental Revenue	<u>\$ 10,752</u>	<u>\$ 4,396</u>	<u>\$ 8,800</u>	<u>\$ 8,500</u>
<u>Other Revenue</u>				
CTF- Bank Interest	\$ 4	\$ 6	\$ 10	\$ 25
Total Other Revenue	<u>\$ 4</u>	<u>\$ 6</u>	<u>\$ 10</u>	<u>\$ 25</u>
Total Conservation Trust Fund Revenue	<u>\$ 10,756</u>	<u>\$ 4,402</u>	<u>\$ 8,810</u>	<u>\$ 8,525</u>
EXPENDITURES				
<u>Parks and Recreation</u>				
<u>Parks and Recreation</u>				
CTF- Parks and Recreation Projects Labor	\$ 1,220	\$ -	\$ 8,500	\$ 8,500
Total Parks and Recreation Expenditures	<u>\$ 1,220</u>	<u>\$ -</u>	<u>\$ 8,500</u>	<u>\$ 8,500</u>
Total Expenditures	<u>\$ 1,220</u>	<u>\$ -</u>	<u>\$ 8,500</u>	<u>\$ 8,500</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 9,536</u>	<u>\$ 4,402</u>	<u>\$ 310</u>	<u>\$ 25</u>
<u>OTHER FINANCING SOURCES (USES)</u>				
CTF- Transfer to Capital Improvement Fund	\$ -	\$ -	\$ (8,500)	\$ 8,500
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (8,500)</u>	<u>\$ 8,500</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	<u>\$ 9,536</u>	<u>\$ 4,402</u>	<u>\$ (8,190)</u>	<u>\$ 8,525</u>
FUND BALANCE - BEGINNING	<u>\$ 1,169</u>	<u>\$ 10,705</u>	<u>\$ 10,705</u>	<u>\$ 2,515</u>
FUND BALANCE - ENDING	<u>\$ 10,705</u>	<u>\$ 15,107</u>	<u>\$ 2,515</u>	<u>\$ 11,040</u>

RESOLUTION NO. 2020-17

RESOLUTION TO ADOPT 2021 BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF GREEN MOUNTAIN FALLS COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2021, AND ENDING ON THE LAST DAY OF DECEMBER 2021

WHEREAS, the Board of Trustees of the Town of Green Mountain Falls, has authorized the Budget Officer, to prepare and submit a proposed budget to said governing body at the proper time; and,

WHEREAS, the City's Budget Officer, Angie Sprang, has submitted a proposed budget to the governing body on October 15, 2020, for consideration, and,

WHEREAS, a workshop was held for the purpose of receiving public input on November 17, 2020; and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 17, 2020, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and,

WHEREAS, changes in the draft budget were done in such a manner that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of the Town of Green Mountain Falls, Colorado:

Section 1. That estimated expenditures for each fund are as follows:

General Fund	<u>\$ 650,619</u>
Capital Improvement Fund	<u>\$ 806,198</u>
Conservation Trust Fund	<u>\$ 8,500</u>

Section 2. That the budget, as submitted herein above summarized by fund, hereby is approved and adopted as the budget of the Town of Green Mountain Falls, Colorado for the year stated above. The Budget hereby adopted shall be signed by the Mayor and made a part of the public records of the Town.

INTRODUCED, READ, PASSED, AND ADOPTED, this 1st day of December, 2020.

ATTEST:

Jane Newberry, Mayor

Angie Sprang, Town Manager



To: Board of Trustees
From: Mallory Redmon
Date: November 16, 2020
Re: Fire Mitigation Advisory Board Membership Applications

Background

Pursuant to Town Ordinance 2020-02, which added Article XIII to Chapter 2 of the Green Mountain Falls Municipal Code, a Fire Mitigation Advisory Committee is to be established. This Committee's purpose is to advise the Board of Trustees and to coordinate with El Paso County Emergency Management and the Colorado State Patrol on fire-related issues affecting the Town, and to develop a notification system and evacuation plan for the Green Mountain Falls community. The Committee is to consist of five (5) members who are full-time residents or employees of Green Mountain Falls; however, the Board may appoint non-residents if there is insufficient interest in membership by residents or employees. During the regular BOT meeting on 10/20/2020, the Board moved to review applications during the 11/17/20 regular meeting, in order allow board to review residency statuses and for additional applications.

Discussion

Three (3) applications were received by Mallory Redmon, the Town Administrative Assistant. For review, the following applicants wish to be considered for membership:

David Douglas

Pamela Girand

Ann Esch

Dick Bratton

Recommendations

GMF Staff recommends approval of at least 3 applicants before the Fire Mitigation Advisory Committee can begin.



The Town of Green Mountain Falls

P.O. Box 524, 10615 Green Mountain Falls Road, Green Mountain Falls, CO 80819
(719) 684-9414 www.gmfco.us

Committee Volunteer Application

Volunteer Position applying for: ~~Fire~~ Fire Mitigation ~~Planning~~
Name: David Douglas
Street Address: 11145 Hondo Avenue
City, State: Green Mountain Falls, CO Zip Code: 80819
Phone Number: 281 610 1280 Email address: david@falcopartnersllc.com
How many years have you been a resident of Green Mountain Falls: 4
Current Employer/Occupation: KW International / Chief Executive Officer
educational Work Experiences that may apply: Participated in 1/2 day fire mitigation training by Senior Staff Forester, Michelle Connelly, with CUSP
hike given
Other Volunteer Experiences that may apply: fire mitigation training w/ Scouts

Any Special Qualifications that may apply to this volunteer position: With Michelle's oversight I hired a contractor to do fire mitigation on my Hondo property. I learned even more about fire mitigation in this process.

Other Current Volunteer Positions you hold: feeding homeless @ Lord of the Streets

Reasons for choosing this Volunteer Opportunity: There is nothing more important for the future & survival of G.M.F. so I want to serve the community in this way.

*Please attach any other relevant information/documentation that would enhance your application.

By signing below, you acknowledge that the Town of Green Mountain Falls IS NOT liable for any harm and/or injury sustained while volunteering at any Town facilities or activities.

You also agree that all information you have provided in this application is true to the best of your knowledge.

Volunteer Signature: David A. Douglas Date: 9/3/2020

Are you 18 years or older? YES ☒ NO ☐

If NO, Guardian Signature: _____



The Town of Green Mountain Falls

P.O. Box 524, 10615 Green Mountain Falls Road, Green Mountain Falls, CO 80819

(719) 684-9414 www.gmfco.us

Committee Volunteer Application

Volunteer Position applying for: Fire Mitigation Committee
Name: Pamela Giraud
Street Address: 10470 Hondo
City, State: Green Mtn. Falls, CO Zip Code: 80819
Phone Number: 719-684-9893 Email address: pamelaggiraud@hotmail.com
How many years have you been a resident of Green Mountain Falls: summers - 50+ yrs. com
Current Employer/Occupation: _____
Work Experiences that may apply: _____

Other Volunteer Experiences that may apply: Brent Day Committee - 20 yrs.,
Signal Comm.

Any Special Qualifications that may apply to this volunteer position: Down 11 acres
in the middle of town

Other Current Volunteer Positions you hold: _____

Reasons for choosing this Volunteer Opportunity: I don't want this town
to burn down

I have a year round resident who can stand in for

*Please attach any other relevant information/documentation that would enhance your application. me.

By signing below, you acknowledge that the Town of Green Mountain Falls IS NOT liable for any harm and/or injury sustained while volunteering at any Town facilities or activities.

You also agree that all information you have provided in this application is true to the best of your knowledge.

Volunteer Signature: Pamela Giraud

Date: Sept. 10, 2020

Are you 18 years or older? YES ☒ NO ☐

If NO, Guardian Signature: _____



The Town of Green Mountain Falls

P.O. Box 524, 10615 Green Mountain Falls Road, Green Mountain Falls, CO 80819
(719) 634-0414 www.gmfco.us

Committee Volunteer Application

Volunteer Position applying for: BOARD of Adjustment

Name: ANN ESCH

Street Address: 6830 Colorado Street

City, State: Green Mountain Falls, CO Zip Code: 80819

Phone Number: 336-624-2958 Email address: aesch1234@aol.com

How many years have you been a resident of Green Mountain Falls: 83 (Summer Fall)

Current Employer/Occupation: Volunteer

Work Experience: that may apply: Editor, WAKE FOREST UNIVERSITY SCHOOL OF LAW Continuing Education Department

Other Volunteer Experiences that may apply: CITIZEN'S ADVISORY COMMITTEE

Representing Green Mt. Falls PIKE'S PEAK AREA Council of Governments

Any Special Qualifications that may apply to this volunteer position:

LAW DEGREE (J.D.) Wake Forest University

Other Current Volunteer Positions you hold: PPAC G (CAC) PPRTA (CAC) Green Mt. Falls

Reasons for choosing this Volunteer Opportunity: FAMILY PROPERTY SINCE 1914
Concern for future of Green Mt. Falls

*Please attach any other relevant information/documentation that would enhance your application.

By signing below, you acknowledge that the Town of Green Mountain Falls IS NOT liable for any harm and/or injury sustained while volunteering at any Town facilities or activities.

You also agree that all information you have provided in this application is true to the best of your knowledge.

Volunteer Signature: Ann Esch

Date: Sept. 22, 2020

Are you 18 years or older? YES ☒ NO ☐

If NO, Guardian Signature: _____



The Town of Green Mountain Falls

P.O. Box 524, 10615 Green Mountain Falls Road, Green Mountain Falls, CO 80819
(719) 684-9414 www.gmfco.us

Committee Volunteer Application

Volunteer Position applying for: FIRE MITIGATION COMMITTEE
Name: DICK BRATTON
Street Address: 11190 HONDO AVE
City, State: Green Mtn Falls CO Zip Code: 80819-0200
Phone Number: 684-9811 Email address: trails007@aol.com
How many years have you been a resident of Green Mountain Falls: 37
Current Employer/Occupation: US AIR FORCE (Retired) / ARCHITECT
Work Experiences that may apply: FIRE MITIGATION WORK IN FOREST IN
COOPERSTOWN, New York
Other Volunteer Experiences that may apply: LAND USE PLANNING - TRAILS WORK
CORRIDOR CLEARING - 3 GMF Comprehensive Plans
Any Special Qualifications that may apply to this volunteer position: SON OF A US FOREST
SERVICE RANGE who taught me about trees and fire mitigation
Other Current Volunteer Positions you hold: _____
Reasons for choosing this Volunteer Opportunity: WE URGENTLY NEED TO PREPARE
AN EMERGENCY EVACUATION PLAN AND FIRE MITIGATION PLAN TO
PREPARE FOR A HIGH RISK FOREST FIRE THAT COULD BURN THE
ENTIRE TOWN TO THE GROUND (Like Paradise, California)
*Please attach any other relevant information/documentation that would enhance your application.
Prepared a defensive zone around my home in GMF.
By signing below, you acknowledge that the Town of Green Mountain Falls IS NOT liable for any harm
and/or injury sustained while volunteering at any Town facilities or activities.
You also agree that all information you have provided in this application is true to the best of your
knowledge.
Volunteer Signature: Dick Brattton Date: 1 AUG 2020
Are you 18 years or older? YES ☒ NO ☐
If NO, Guardian Signature: _____

Angie Sprang

From: Rick Sonnenburg <rsonnenburg@ppacg.org>
Sent: Monday, November 16, 2020 1:30 PM
To: Angie Sprang; Cindy Tompkins; City Clerk's Office; Judy Morgan; Kristy Smart
Cc: Andrew Gunning; Jennifer Ivey (jivey@isp-law.com)
Subject: Annual Appointment of PPRTA Board Directors

PPRTA Member Government Clerks,

The PPRTA member government Directors are appointed by their member governments on an annual basis. Please assist your governing bodies in considering their appointments of PPRTA Board Directors for calendar year 2021. When your process is completed, please send me some form of written confirmation of these appointments/reappointments, such as an email, a letter attached to an email, or a letter via U.S. mail to me at 15 South 7th Street, 80905. Thank you. Our current Board Directors are listed below:

1. City of Colorado Springs—David Geislinger, Yolanda Avila, Wayne Williams, and Alternates Don Knight and Richard Skorman.
2. El Paso County—Longinos Gonzalez, Jr., Mark Waller, Holly Williams, and Alternates Cami Bremer and Stan VanderWerf.
3. City of Manitou Springs—John Graham, and Alternate Nancy Fortuin.
4. Town of Green Mountain Falls—Jane Newberry, and Alternate Katharine Guthrie.
5. Town of Ramah—Dennis Carpenter, and Alternate William Schaal.

Rick Sonnenburg

Angie Sprang

From: karen watson <kkcwatson@msn.com>
Sent: Monday, November 16, 2020 1:30 PM
To: Angie Sprang
Subject: Red Devil Mountain Annexation

Dear Town Manager and Board,

I am writing in strong support of the Red Devil Mountain Annexation.

I am a 46 year resident of Green Mountain Falls and have lived adjacent to the proposed project for 41 years. I've also been fortunate to work with the Historic Green Mountain Falls Foundation on several occasions. The vision, plans and implementation of all their projects have had an enormously positive influence on our town. In addition to beautifying the area, the cultural and outdoor activities have enriched the lives of residents and visitors alike. Their attention to detail and maintenance is obvious and unparalleled.

The proposed project presents an exciting opportunity for the town to partner with the Foundation to create a self-sustained trail system and bring an internationally renowned artist's skyscape installation to our town. This is some of the last vacant property in the area and the residents on Cheyenne St. and El Paso Ave. are very enthusiastic about the conservation of this land. The trails/art installation will enable many people to enjoy the stunning views and beauty of this sunny side of GMF. The Foundation purchased the old stable lot in order to provide additional parking for those who partake of this wonderful endeavor.

Craig Peterson and I wholeheartedly endorse and look forward to the annexation and implementation of the project.

Thank you for your time and consideration.

Sincerely,
Karen Watson

Angie Sprang

From: Rebecca Ochkie <rochkie@gmail.com>
Sent: Sunday, November 15, 2020 3:17 PM
To: Angie Sprang; Goodwin Goody; Stroope Jesse; Walker Don; Gafford Clay
Subject: PRT Trails budget

Hello- I was tasked to estimate the cost of maintaining the Trail system in GMF for the PRT Committee. This is what I discovered: The Friends of Ute Pass Trails estimates \$4,000 for trail maintenance budget planning purposes for 2021. This includes two caveats: trails volunteers sign a Town volunteer agreement and be covered under Town liability insurance, and a working agreement be mutually agreed upon between PRT and Friends of Ute Pass Trails. This includes such items as training, volunteer coordination, volunteer support, tools, and administrative costs.

In addition, the former Trails Committee had been using about 2,000 maps per year. Estimate for new maps: Design, Cartography \$ 400

Printing	528
Shipping	<u>98</u>
	\$ 1,026

Hopefully this can be included in the budget discussions this week.

My Best Regards,
Rebecca Ochkie