



**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:** SEPTEMBER 22<sup>ND</sup>, 2020

**Presented By:** ALLYSON SHELLHORN, COMMUNITY DEVELOPMENT DIRECTOR

**Department:** COMMUNITY DEVELOPMENT DEPARTMENT

**Re:** RESOLUTION 2020-21, A RESOLUTION TO APPROVE A MAJOR  
SUBDIVISION – FINAL PLAT, FILING 2 FOR CRESTHAVEN ACRES  
AS APPLIED FOR BY CHRONOS PROPERTY, LLC

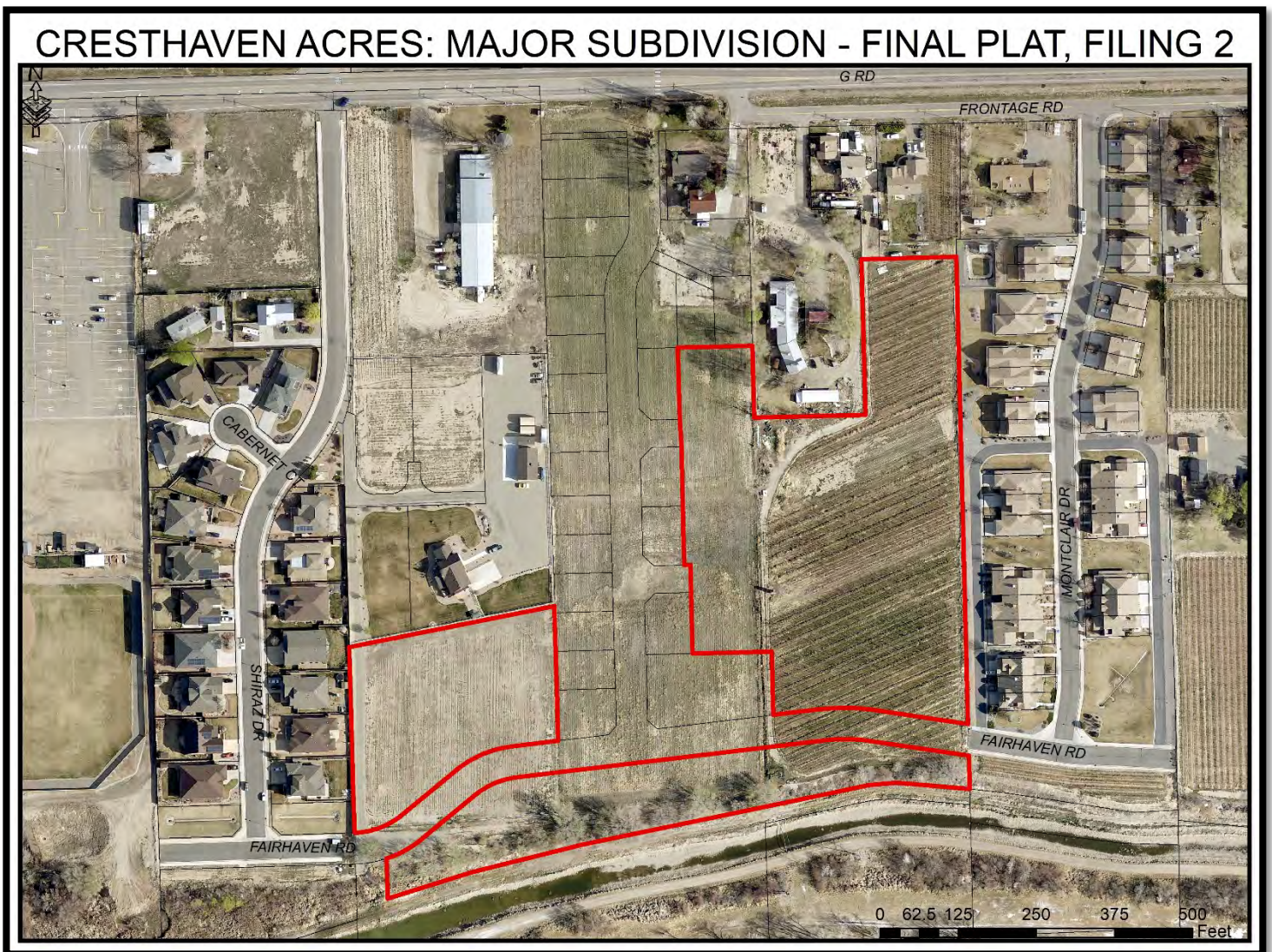
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## **RESOLUTION 2020-21: A RESOLUTION TO APPROVE A MAJOR SUBDIVISION - FINAL PLAT, FILING 2 FOR CRESTHAVEN ACRES AS APPLIED FOR BY CHRONOS PROPERTY, LLC**

### **SUMMARY**

Staff has received an application for the second filing of the Cresthaven Acres major subdivision – final plat. On May 7<sup>th</sup>, 2020, the Planning Commission approved the major subdivision – preliminary plat for the entire major subdivision application. Once the preliminary plat was approved, the applicant was able to move forward with the final plat phase as required by the Land Development Code. The final plat was submitted in two filings. Filing 1 was presented to the Board of Trustees on October 9<sup>th</sup>, 2020 via Resolution 2018-57. The Filing 1 for the final plat was approved by the Board of Trustees.

Filing 2 was submitted to staff and sent to review agencies. Filing 2 is being presented to the Board of Trustees on September 22<sup>nd</sup>, 2020 at their public hearing. Staff is asking the Board of Trustees to consider Resolution 2020-21 to approve a major subdivision – final plat, filing 2 for Cresthaven Acres; granting acceptance of public dedications with the subdivision, and approving the Subdivision Improvements Agreement.





## SITE INFORMATION

The Cresthaven Acres Subdivision includes an area of approximately 22 acres encompassed by four individual parcels. The site extends from the Palisade Vineyards Subdivision on the west side to the Montclair Subdivision on the east side. Upon full build-out, the subdivision will include a total of 71 single family residential lots. Land along the southern perimeter is primarily bounded by the Grand Valley Canal.

The land is zoned MDR Medium Density Residential that permits a density of seven dwelling units per acre, and a minimum lot size of 5,000 square feet. The subdivision, as approved by the preliminary plat, would be developed at a lower density of approximately three units to the acre and an average lot size of approximately 8,200 square feet, not including the largest lot of 1.56 acres upon which an existing house is located. Although the largest lots are concentrated towards the western boundary, the lot sizes generally vary between approximately 5,800 square feet to greater than 9,000 square feet.

The residential lots, as approved, are arranged along two primary street segments that include the extension of Fairhaven (Rodeo) Road to connect to the existing alignment to the east and west, and a central north/south road (Rupp Avenue) that will connect to Highway 6 (Eighth Street) to the north. Twenty-seven of the lots will have direct frontage on both of these streets. At least twenty-five of the lots will be designed along an internal loop road extending eastward from the north/south road. The subdivision is also designed with three private shared driveways, each of which will provide access for four lots. Finally, a total of seven lots will access a shared loop lane near the southwest corner of the site.

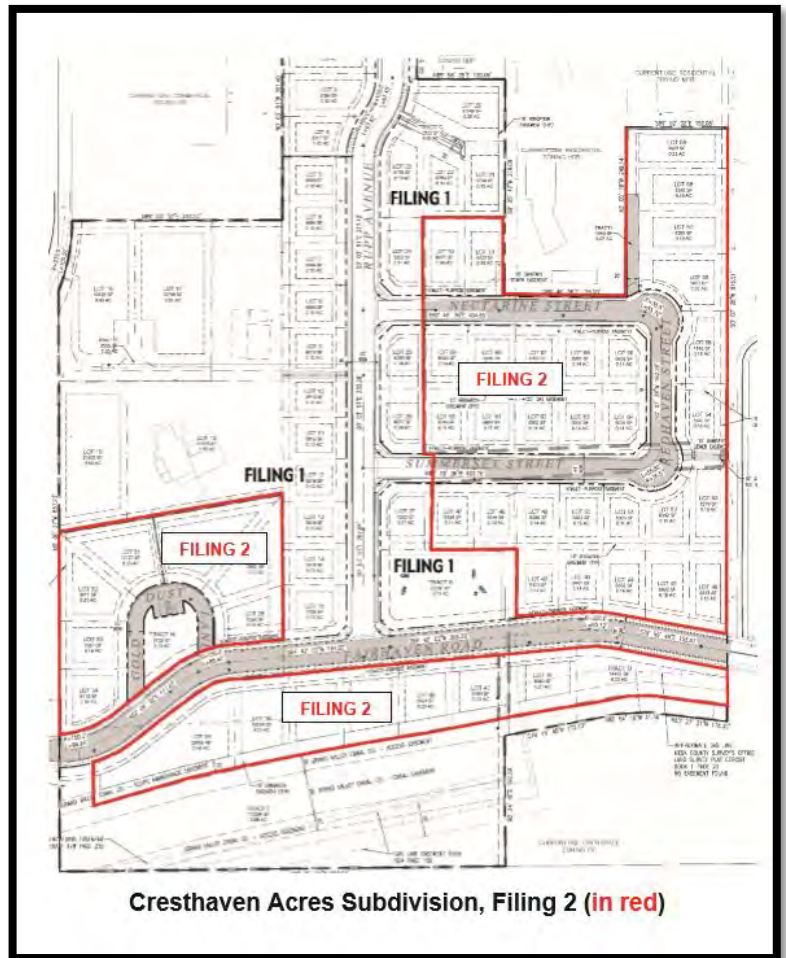
## LAND DEVELOPMENT CODE

The process for major subdivisions, such as the Cresthaven Acres Subdivision, is generally a two-step process, whereby the applicant submits a Preliminary Plat or a set of drawings of preliminary plans, followed by submittal of a Final Plat for all of the subdivision or a series of final plats for individual phases. Upon staff review of the preliminary plat, a public hearing is scheduled with the final decision maker for the consideration of the submission.

The approved preliminary plat is valid for 12 months unless extensions are requested by the applicant and approved by the Planning Commission for no more than two one-year periods. If the subdivision is proposed in phases, as this subdivision is, a final plat must be submitted for the first phase within the year after approval of the Preliminary Plat. A final plat must then be submitted for each phase as each stage is developed. All phases of an approved preliminary plat must be submitted for final plat approval within three years unless approval for extension beyond three years has been granted by the Town Board. The applicant has complied with the time frames set forth under the major subdivision land development process. The final plat must be consistent with the preliminary plat approval and must comply with all of the development standards of the Land Development Code.

## School Land Dedication Fees

The Town notified the Mesa County School District 51 of the addition of 71 residential lots for this subdivision. Because no dedication is required for future school land, as a part of this subdivision, the developer will pay a fee in the amount of



Cresthaven Acres Subdivision, Filing 2 (in red)

\$920 per residential lot. The fee, which is in lieu of dedication of land, will be passed on to the School District, as per Section 9.12 of the Land Development Code.

### Transportation Impact Fees

Under Section 10.11 of the Land Development Code, a Transportation Impact Fee (TIF) is required for impact-generating development to bear a proportionate share of the cost of improvements to the Town's street system. The TIF required for Cresthaven Acres is included in the SIA, and is to be paid in the amount of \$2,554 per lot. In total, the fee would generate \$181,334. The Board of Trustees established the TIF as a method for recovering the costs of improvements for the Town's streets.

### Open Space Fees

In accordance with Section 9.13 of the Palisade Land Development Code, a developer of any residential development of ten or more lots or dwelling units shall dedicate 10% of the gross acreage of the property or the equivalent of 10% of the value of the property. The Subdivision Improvement Agreement established a fee in lieu of land dedication for open space as approved by the Town Board of Trustees. The fee in lieu of land dedication shall be paid per filing and totals \$171,000.

The central detention facility (Tract E) will have a pedestrian trail constructed around the perimeter of the tract and is being constructed as part of Filing 1 improvements. The detention facility is in a tract that the Home Owners' Association will own and maintain.

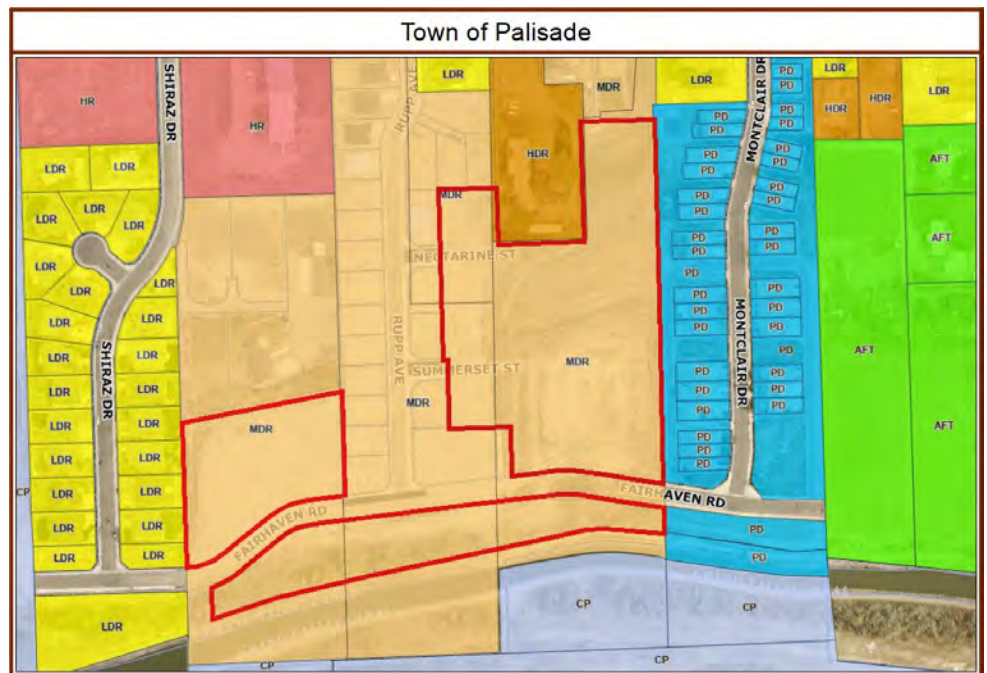
Developer conveyed 2.55 acres of land to the Town shown as Tract F. Tract F, located on the south side of Fairhaven Road and includes the Grand Valley Canal, was dedicated to the Town of Palisade as part of Filing 1. Dedication of this land has allowed the Town of Palisade to include this property in the Riverbend Park, located on the south side of the Grand Valley Canal.

### Major Subdivision – Final Plat Approval Criteria

Final plats shall be approved when the following conditions exist:

**a. Consistency with the adopted plans and policies of the Town;**

*The request is appropriate and consistent with the Town's Comprehensive Plan. All of the twenty-two acres of land were zoned as Medium Density Residential in anticipation the site would develop as a unified subdivision. Prior to the current proposal, the land was designated as AFT Agriculture Forestry Transitional, Medium Density Residential and Low Density Residential. Preliminary approval was granted in 2006 for more than 30 townhome lots at the center of the site. Although Rodeo Road establishes connections for all of the subdivisions, as was the intent of the Comprehensive Plan, land on either side of the townhomes would have developed independently. The current proposal establishes a cohesive subdivision with shared common areas and connections, in keeping with future land uses in the adopted plan.*



**b. The plat substantially complies with the approved preliminary plat;**

*The Final Plat substantially complies with all elements of the approved preliminary plat that was reviewed and approved by Planning Commission Resolution 2018-01 on May 7, 2018. The only difference between the preliminary plat and the final plat is a revision to the filings that will be constructed. Filing 1 was revised to include Tracts E, F and G as well as the four lots that take access from Shiraz Drive on the west side of the site. Filing 2 will complete the development.*

**c. The plat complies with the standards of Article 9, Subdivision Regulations, and the other applicable requirements of the Land Development Code;**

*The plat associated with filing two complies with all standards under Land Development Code's subdivision regulations. The major subdivision has complied with all other applicable regulations. The major subdivision was approved under a preliminary plat phase. The final plat has complied with all standards of Medium Density Residential zoning. The application has also complied with all required landscaping and design standards.*

*All future construction of roads will be the responsibility of the developer and will be inspected to ensure compliance with requirements for pavement marking, traffic control devices, street signs, and street naming and numbering conventions.*

**d. New and residual parcels will conform to the requirements of the Land Development Code and other applicable regulations;**

*All new and residual parcels shall conform with the requirements of the Land Development Code and other applicable regulations. All new and residual parcels shall be required to conform to Medium Density Residential standards under the site plan process. All parcels as proposed meet the minimum size and width requirements of MDR zoning. Any structures shall conform to building setback requirements and height limits outlined in the Land Development Code.*

**e. All necessary right-of-way has been offered for reservation or dedication; and**

*Filing 2 contains streets that will be offered for dedication to the Town of Palisade as public streets and one private loop lane that will be owned and maintained by the Home Owners Association (Gold Dust Lane). All remaining rights-of-way will be offered for dedication to the Town of Palisade with the Filing 2 plat with the exception of the loop lane known as Gold Dust Lane. A 14-foot multi-purpose easement is designated for the lots to accommodate the placement of future utilities.*

**f. All necessary drainage easements have been provided.**

*All necessary drainage easements have been designed to meet the requirements of the LDC and are located where appropriate and needed. The easements are illustrated on the Plat provided by the applicant.*

## **RECOMMENDATION**

Per section 3.07 of the Palisade Land Development Code, for any application subject to a final decision by the Board of Trustees, the Community Development Director shall prepare a written staff report and include a recommendation on the proposed application. Staff is asking the Board of Trustees to review the application and make a final decision on the second filing for Cresthaven Acres major subdivision, final plat. Based on the previously approved preliminary plat, and the above findings of fact, staff is recommending approval of the submitted application.

**ATTACHMENTS**

- Letter of Intent
- Cresthaven Acres, Major Subdivision – Final Plat, Filing 2
- Resolution 2020-21
- Subdivision Improvement Agreement

**Letter of Intent  
for  
Cresthaven Acres**

Date: December 4, 2019

Prepared by: Robert W. Jones II, P.E.  
Vortex Engineering and Architecture, Inc.  
861 Rood Avenue  
Grand Junction, CO 81501  
(970) 245-9051  
VEI# F17-058

Submitted to: Town of Palisade  
Community Development and Planning Department  
175 East Third Street  
Palisade, CO 81526

Land Use Request: Major Subdivision-Final Plat, Filing 2

Owner: Chronos Property, LLC  
Cody Davis  
637 25 Road  
Grand Junction, CO 81505

Property Address: 3701 ½ G Road and two parcels with no assigned addresses  
Palisade, CO 81526

Tax Schedule No: 2941-032-21-100 (no assigned address)  
2941-032-21-101  
2941-032-21-102 (no assigned address)



## 1. Project Intent

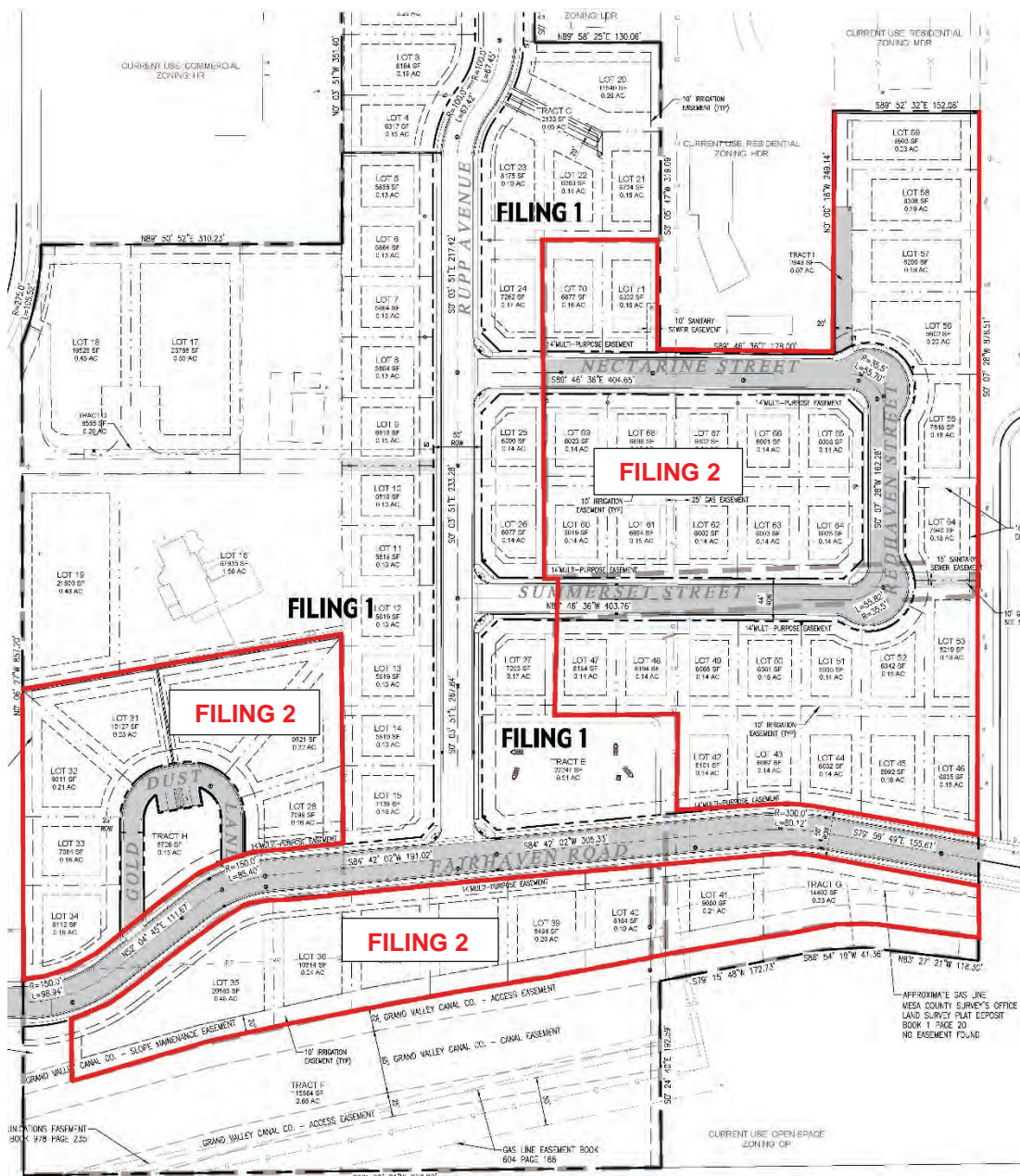
This application is made to request review and approval of a Major Subdivision-Final Plat for property located at 3701 ½ G Road, known as Cresthaven Acres, Filing 2. This application is based on a Preliminary Plan approved on May 7, 2018 by the Palisade Planning Commission (Resolution 2018-01) for a single family residential subdivision of 71 lots known as Cresthaven Acres, to be constructed in two filings.

## 2. Project Background and Description

The subject property is located at 3701 ½ G Road and includes two parcels with no assigned address. The site encompassing Filing 2 is approximately 10.02 acres with frontage on Rupp Avenue and Fairhaven Road (formerly known as Rodeo Road). The site is bounded by multi- and single-family residential uses and commercial land use to the north, the Palisade Vineyard Subdivision to the west, the Montclair Subdivision to the east and the Grand Valley Mainline Canal and Riverbend Park to the south. Filing 2 will complete construction of the Cresthaven Acres subdivision.







## Cresthaven Acres Subdivision, Filing 2 (in red)

### Legal Descriptions

The legal description for **2941-032-21-100** is:

LOT 100 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 5.75AC

The legal description for **2941-032-21-101** is:

LOT 101 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 1.85AC

The legal description for **2941-032-21-102** is:

LOT 102 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 2.05AC

#### Access and Traffic

Access is provided from Rupp Avenue which runs north-south from Hwy 6/G Road to Fairhaven Road. Fairhaven Road runs east-west and will connect the development to Shiraz Drive to the west and to Montclair Drive to the east. A Traffic Impact Study has been conducted for the site and is included with this application. Please see the TIS for detailed information regarding traffic related impacts and improvements that have been constructed as part of Filing 1.

#### Irrigation

An Irrigation Report has been prepared for the subject property which identifies the source of irrigation water and the design of the irrigation system for the development. Please see the Irrigation Report which is included with this application for detailed information.

#### Soils, Drainage and Grading

A Geotechnical and Geologic Hazards Investigation, dated April 4, 2018, has been included with this application and contains detailed information regarding the soils, drainage and potential for geological hazards on this site. The purpose of the investigation was to evaluate the surface and subsurface conditions at the site in regards to geologic hazards, foundation design, pavement design and earthwork for the Cresthaven Acres subdivision. Note that the investigation identifies the development by the previous name of Elevation 4714. The development is currently known as Cresthaven Acres.

The field investigation consisted of six test pits and two borings (due to the presence of peach trees) over the entire development site for Filings 1 and 2. The test pits and borings generally found clay soils above gravel and cobble soils. Groundwater was not encountered in the subsurface at the time of the investigation. No geologic hazards were identified which would preclude development of this property. The investigation noted that a small portion of the property is located in the 100-year floodplain; however the floodplain does not impact any portion of a lot or right-of-way. Please see the Geotechnical and Geologic Hazards Investigation for more information.

A Final Drainage Report has been prepared for the development site and addresses the stormwater generated by development of the site. Please see the report for specific details and information related to drainage.

Grading for the site has been addressed on the grading plan included with the Final Plat and development plans. Please see the grading plan sheet for more details.

#### Floodplain and Wetlands

There is a small portion of the site that is impacted by the floodplain. As noted on the map below, the area is located within Flood Zone AE-1% annual chance flood hazard (100 year), Flood Panel No. 0855F. The floodplain does not impact any portion of a lot or the Fairhaven Road right-of-way. The area subject to the floodplain is contained in a tract that has been dedicated to the Town of Palisade (Tract F) and is generally located along the Grand Valley Mainline Canal on the southern end of the site.



#### Open Space

The central detention facility (Tract E) will have a pedestrian trail constructed around the perimeter of the tract and is being constructed as part of Filing 1 improvements. The detention facility is in a tract that the HOA will own and maintain.

Tract F, located on the south side of Fairhaven Road and includes the Grand Valley Canal, was dedicated to the Town of Palisade as part of Filing 1. Dedication of this land has allowed the Town of Palisade to include this property in the Riverbend Park, located on the south side of the Grand Valley Canal.



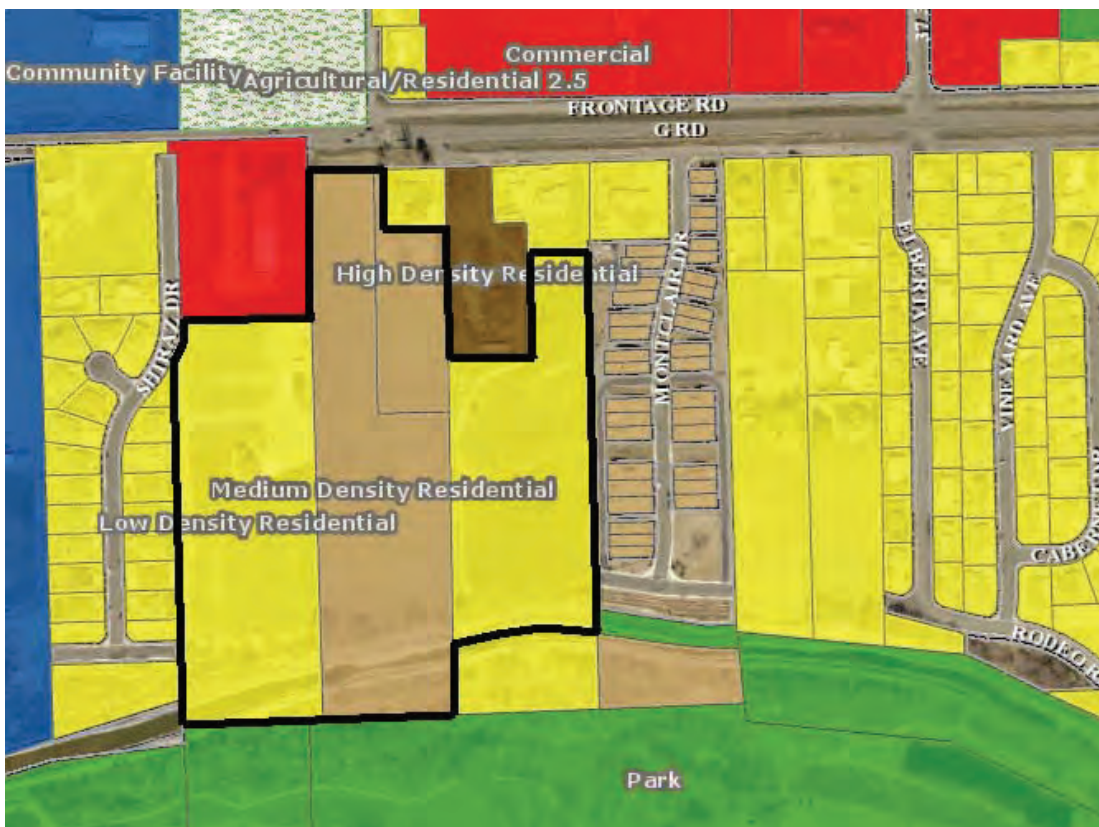
### Development Schedule

In accordance with Section 4.05.A.8, the Final Plat for Filing 2 is submitted based on approval of the Preliminary Plat. Construction of Filing 1 improvements are expected to be completed by the end of 2019. Improvements for Filing 2 are anticipated to be completed by the end of 2020.

### **3. Comprehensive Plan**

The Palisade Comprehensive Plan's Future Land Use Map shows the subject property as Low Density Residential and Medium Density Residential. Recent development trends have been medium to high density for single family residential homes in this area, as evidenced by the development of properties to the west and east.

The proposed subdivision is consistent with land use and development at moderate density as anticipated by the Comprehensive Plan.



### **4. Zoning and Surrounding Areas**

The current zoning of the site is Medium Density Residential (MDR), which allows a maximum density of up to seven dwelling units per acre. Filing 2 was approved through the Preliminary

Plan process and meets all dimensional requirements of the MDR zone district, including minimum lot size and building setbacks.

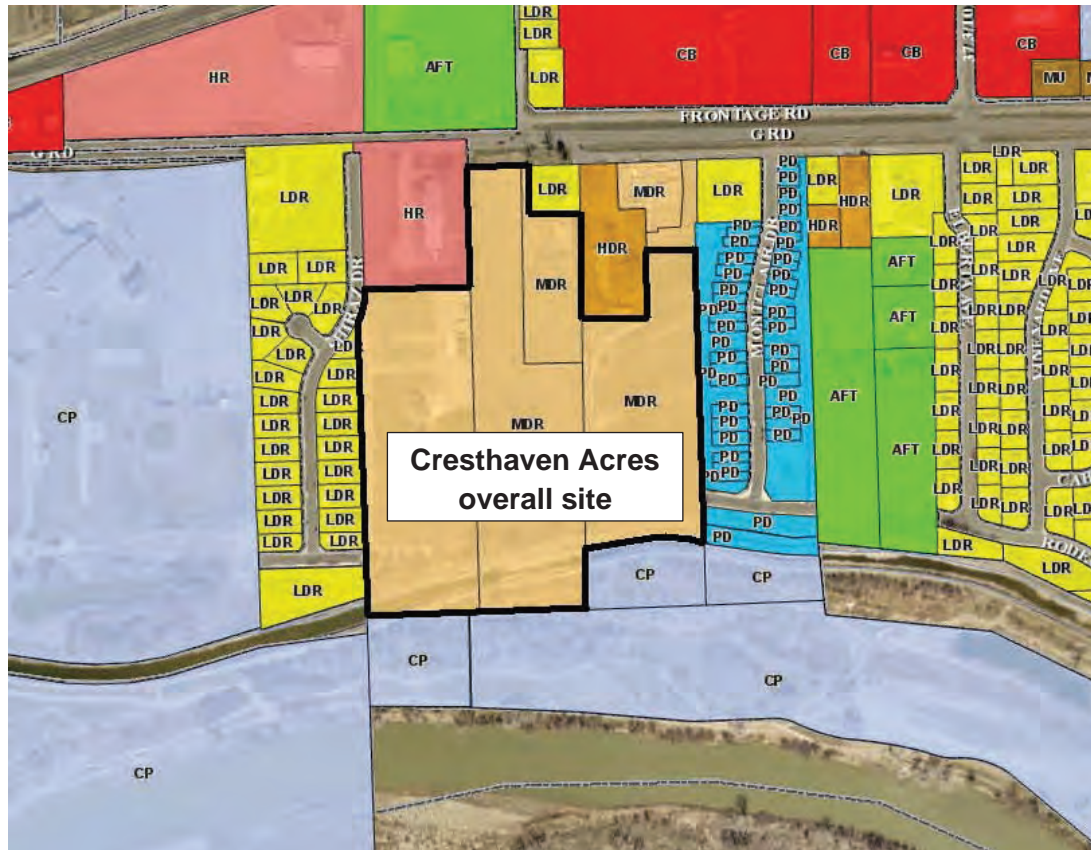
Surrounding area zoning and land uses include:

North – CB (Commercial Business), with commercial land use

South – Park, with Grand Valley Canal and Riverbend Park/open space land uses

West – LDR (Low Density Residential), with single family residential land uses

East – MDR (Medium Density Residential), with vacant or agricultural land uses



## 5. Public Notice

Public notice for this application is not required in accordance with Section 3.07, Staff Action, of the Palisade Land Use Code. Public notice shall be provided in accordance with Section 3.08 as required when the Development Improvements Agreement is considered by the Board of Trustees.

## 6. Utility Providers

All required and necessary utilities shall be provided concurrent with development of Filing 2 improvements. Utility providers for the property have the capacity and willingness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve future development on this site.

Utility providers for the site are as follows:

Sewer: Town of Palisade Sanitary Sewer

Water: Town of Palisade Water

Electric/Gas: Xcel Energy

Police: Town of Palisade Police

Fire: Town of Palisade Fire

Drainage: Grand Valley Drainage District

Irrigation: Palisade Pipes and Lateral (eastern portion of site)

All utilities shall be constructed to current specifications and standards in accordance with the Town of Palisade or the specific utility provider. Please see the appropriate utility plan sheets for detailed information regarding construction of utilities.

#### Potable Water

There is an existing 8" water main in Fairhaven Road, both east and west of the new development. New 8" water lines will be extended throughout Filing 2 and will be connected to the existing lines. The 8" lines will be used for domestic water as well as fire protection.

#### Sewer

There is an existing 8" sanitary sewer line that runs in an east-west alignment through the middle of the project. This line will be re-aligned slightly to be placed within public rights-of-way to allow development of the residential lots. New 8" sewer lines have been installed to provide sanitary sewer service to the new lots in Filing 1 and will be extended as part of Filing 2 improvements.

There is a portion of the south end of the property that drains to an existing lift station located at the west Fairhaven Road connection. This southern portion of the site is unable to drain by gravity to the east-west sewer running through the site, but sewer has been addressed using the lift station.

A portion of the original east-west sewer easement will be vacated which will not be needed when lots are connected to the new sewer line. The vacation will be processed under a separate development application through the Town of Palisade as part of the Filing 1 improvements. A Pre-Application meeting was held on November 20, 2019 with planning staff to initiate the easement vacation application. A similar application will be filed with planning staff for the last portion of the existing sewer easement that connects an apartment complex north of the development site to the sewer line in Filing 2. The abandoned sewer line will be removed when the new sewer line has been constructed in Filing 2.

## **7. Approval Criteria**

#### Palisade Land Development Code, Sec. 4.05.B.3, Major Subdivision-Final Plat

A Final Plat shall be approved by the Community Development Director when the following conditions exist:



a. Consistency with the adopted plans of the Town;

**Response:** The proposed development is consistent with the Palisade Comprehensive Plan, the Land Development Code and other related development regulations. The property is zoned MDR which supports the Comprehensive Plan. All lots, streets and infrastructure are designed to meet the requirements of the Palisade Land Development Code bulk standards as well as current construction specifications and standards.

**This criterion has been met.**

b. The plat substantially complies with the approved preliminary plat.

**Response:** The Final Plat substantially complies with all elements of the approved preliminary plat that was reviewed and approved by Planning Commission Resolution 2018-01 on May 7, 2018. The only difference between the preliminary plat and the final plat is a revision to the filings that will be constructed. Filing 1 was revised to include Tracts E, F and G as well as the four lots that take access from Shiraz Drive on the west side of the site. Filing 2 will complete the development.

**This criterion has been met.**

c. The subdivision meets all required specifications of Article 9, Subdivision Regulations, and other applicable requirements of this LDC.

**Response:** The Final Plat meets all required specifications of Article 9, Subdivision Regulations, including provisions related to access, street design, utilities and open space. The subdivision meets all applicable requirements of the LDC.

**This criterion has been met.**

d. New and residual parcels will conform to the requirements of this LDC and other application regulations.

**Response:** All new parcels conform to the bulk and dimensional standards of the MDR zone district and all other standards and specifications of the LDC. Lot area and width for all new lots meet the MDR standards. All structures shall conform to the building setback requirements and height limitations of the MDR zone district.

**This criterion has been met.**

e. All necessary right-of-way has been offered for reservation or dedication; and

**Response:** Filing 2 contains streets that will be offered for dedication to the Town of Palisade as public streets and one private loop lane that will be owned and maintained by the Home Owners Association. All remaining rights-of-way will be offered for dedication to the Town of Palisade with the Filing 2 plat with the exception of the loop lane known as Gold Dust Lane.

**This criterion has been met.**

f. All necessary drainage easements have been provided.

**Response:** All necessary drainage easements have been designed to meet the requirements of the LDC and are located where appropriate and needed.

**This criterion has been met.**

## Conditions of Preliminary Plan Approval

The Planning Commission approved the Preliminary Plan on May 8, 2018, subject to the following conditions:

1. The preliminary Development Improvements Agreement (DIA) must be completed and reviewed by staff prior to Final Plat approvals.

**Response:** Exhibit B, Improvement Cost Estimates, has been included with this application for review and approval by staff. The fully executed DIA shall be provided prior to recordation of the final plat.

2. Homeowners' Declaration and Covenants shall be reviewed and accepted by staff prior to Final Plat approvals.

**Response:** Draft CC&Rs have been included with this application for staff's review. The fully executed CC&Rs shall be provided prior to recordation of the final plat.

3. All of the Engineer's comments and any other outstanding review comments included with this report must be adequately addressed with the final plat submittal.

**Response:** All review comments have been addressed with the final plat application, or will be addressed through the review and comment process with staff and the various agencies providing review comments.

4. Any changes that result in major modifications as per Section 4.05E of the Town of Palisade Land Development Code shall be submitted and processed as new applications.

**Response:** This condition is acknowledged.

5. The applicant shall obtain the necessary access permits from CDOT.

**Response:** The applicant worked diligently with CDOT to obtain the necessary access permits that were required with Filing 1; there are no CDOT permits required for Filing 2.

## **8. Conclusion**

After demonstrating compliance with the Palisade Comprehensive Plan, Land Development Code and approval criteria, the applicant respectfully requests approval of the Final Plat for Cresthaven Acres, Filing 2 subdivision.

## **9. Limitations/Restrictions**

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by the Town of Palisade, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with

recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.



FINAL PLAT

# CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924  
Located in LOT 4, SEC. 3, T1S, R2E, U.M.  
Town of Palisade, County of Mesa, State of Colorado

## CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that, Chronos Property, LLC is the owner of record of that real property situate in Lot 4, Section 3, Township 1 South, Range 2 East, Ute Meridian, Town of Palisade, County of Mesa, State of Colorado, the ownership of which is demonstrated under Reception Nos. 2827561, 2824260, 2828051 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Lot 100, 101 and 102, Cresthaven Acres Filing 1, as recorded under Reception No. 2872924 That said owners do hereby dedicate and set apart real property as shown and labeled on the Plat shown hereon as follows:

All streets, roads and Rights-of-Way are dedicated to the Town of Palisade for the use of the public forever.

All multipurpose easements to the Town of Palisade for the use of Town approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary wastewater lines, storm sewer, water lines, telephone and telecommunications lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.

Tracts and Irrigation, Drainage and Water Easements to be conveyed by separate instrument.

All easements include the right of ingress and egress, on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Said owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this Plat have been represented hereon.

Said owner does subscribe hereunder this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020

\_\_\_\_\_  
Chronos Property, LLC  
Member, Cody Davis

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020, before the undersigned officer, personally appeared Cody Davis, Member of Chronos Property, LLC and acknowledged that he executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

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

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

## TITLE CERTIFICATE

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, does hereby certify that I have examined the title to all lands shown on this Plat and that title to such lands is vested in CHRONOS PROPERTY, LLC, free and clear of all liens, taxes and encumbrances, except as follows:

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
Title Examiner/Officer

## SUBORDINATION OF LIENHOLDERS

Timberline Bank, being the holder of a promissory note secured by a Deed of Trust dated JANUARY 16, 2018, recorded JANUARY 16, 2018 at Reception No. 2827562 and 2827563 and a Deed of Trust dated, DECEMBER 13, 2017, recorded JANUARY 29, 2018 at Reception No. 2828847 and 2860564 in the office of the Clerk and Recorder of Mesa County, Colorado, hereby consents to the subdivision of the lands set forth in this Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Final Plat.

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

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020

by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

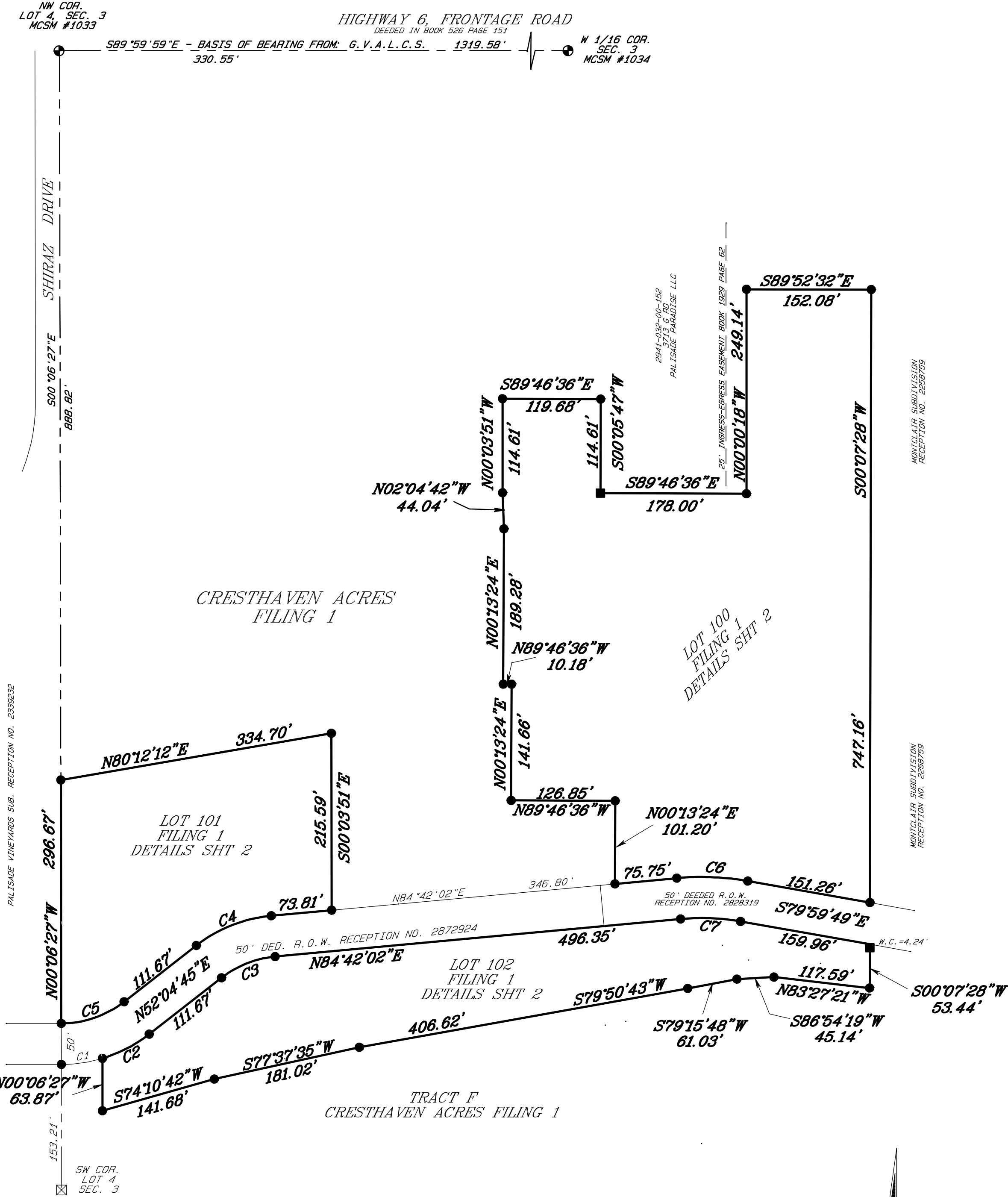
Witness my hand and official seal: \_\_\_\_\_  
Notary Public

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

## COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

This Plat approved by the Town of Palisade Community Development Director the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
Chairman



C	DELTA	ARC	RADIUS	CHORD	CHORD BEARING
C1	16°36'09"	50.71'	175.00'	50.53'	N81°34'19"E
C2	21°11'30"	64.73'	175.00'	64.36'	N82°40'30"E
C3	32°32'42"	71.42'	175.00'	70.24'	N83°23'24"E
C4	32°32'42"	89.64'	175.00'	86.30'	S88°23'24"W
C5	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C6	15°18'09"	86.80'	325.00'	86.54'	N87°38'54"E
C7	15°18'09"	73.45'	275.00'	73.23'	S87°38'54"E

## BOARD OF TRUSTEES CERTIFICATE

This Plat approved by the Board of Trustees of the Town of Palisade, Colorado.

this \_\_\_\_ day of \_\_\_\_\_, 2020, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of Palisade for financing or construction of improvements on said lands, streets or easements dedicated to the Town except as specifically agreed to by the Board of Trustees of the Town of Palisade. Further, said approval in no way obligates the Town of Palisade for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Palisade's specifications and the Town of Palisade has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a planning clearance, building permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, street lighting, street signs, other traffic control devices, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the owners designated hereon, and not the Town of Palisade, unless otherwise specifically agreed to in writing by the Board of Trustees.

TOWN OF PALISADE, COLORADO

Witness my hand and official seal of the Town of Palisade

By: \_\_\_\_\_ Mayor ATTEST: \_\_\_\_\_ Town Clerk

## CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify the entire amount of taxes and assessments

due and payable as of \_\_\_\_\_ upon all parcels of real estate described on this Plat are paid in full.

Dated the \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
Treasurer of Mesa County, Colorado

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

This Plat was filed for record in the office of the Mesa County Clerk and Recorder

at \_\_\_\_\_ o'clock \_\_\_\_ M., on this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020, at

Reception No. \_\_\_\_\_ Drawer No. \_\_\_\_\_ Fees \_\_\_\_\_

\_\_\_\_\_  
Mesa County Clerk and Recorder

\_\_\_\_\_  
Deputy

## SURVEYOR'S CERTIFICATE

I, Michael W. Drissel, a registered professional land surveyor licensed in the State of Colorado, do hereby certify that this plat is a true and correct, and complete plat of CRESTHAVEN ACRES FILING 2, as laid out, plotted, and shown hereon, that such plat was made from an accurate survey of said property by me or under my direct supervision and correctly shows the location and dimensions of the lots in compliance with Article 51 of Title 38 C.R.S., as amended.

Executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

**FOR REVIEW**

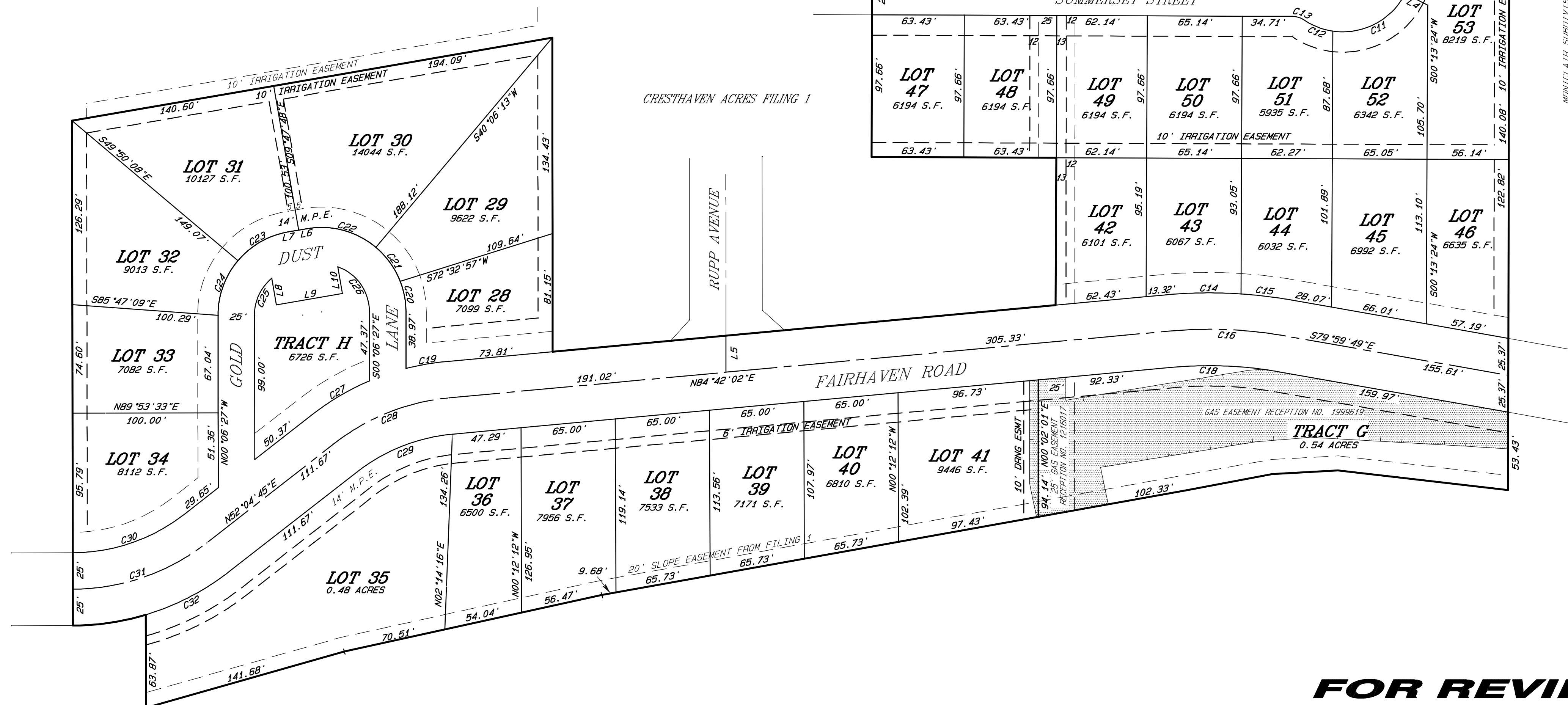
FINAL PLAT <b>CRESTHAVEN ACRES FILING 2</b> LOCATED IN <b>LOT 4, SEC. 3, T1S, R2E, U.M.</b> <b>D H SURVEYS INC.</b> 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749					
Designed By	M. W. D.	Checked By	E. E. B.	Job No.	198-17-88
Drawn By	TMODEL	Date	NOV. 2019	Sheet	1 OF 2

REVISED 02/05/2020

FINAL PLAT  
CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924  
Located in LOT 4, SEC. 3, T1S, R2E, U.M.  
Town of Palisade, County of Mesa, State of Colorado

L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
L1		3.09'			S89°46'36"E
C1	33°51'35"	7.98'	13.50'	7.86'	N73°17'36"E
C2	12°37'25"	10.58'	48.00'	10.55'	N62°40'31"E
C3	92°18'32"	77.33'	48.00'	69.24'	S64°51'31"E
C4	62°41'18"	44.14'	48.00'	42.60'	S07°38'24"W
C5	33°51'35"	7.98'	13.50'	7.86'	S17°03'15"W
C6	89°54'04"	55.70'	35.50'	50.16'	S44°49'34"E
L2		26.97'			S44°49'34"E
C7	90°05'56"	55.82'	35.50'	50.25'	S45°10'26"W
L3		26.98'			S45°10'26"W
C8	33°54'17"	7.99'	13.50'	7.87'	S16°59'41"E
C9	28°10'11"	23.60'	48.00'	23.36'	S19°41'44"E
C10	32°41'00"	27.38'	48.00'	27.01'	S10°43'52"W
L4		17.33'			S62°55'38"E
C11	71°14'23"	59.68'	48.00'	55.91'	S62°41'34"W
C12	25°48'55"	21.63'	48.00'	21.44'	N68°46'47"W
C13	33°54'17"	7.99'	13.50'	7.87'	N72°49'27"W
C14	9°09'24"	51.94'	325.00'	51.88'	N89°16'44"E
C15	6°08'45"	34.86'	325.00'	34.84'	S83°04'11"E
C16	15°18'09"	80.12'	300.00'	79.89'	S87°38'53"E
C18	15°18'09"	73.45'	275.00'	73.23'	S87°38'53"E
L5		25.10'			N00°03'51"W
C19	9°02'54"	27.64'	175.00'	27.61'	S80°10'35"W
C20	21°02'58"	21.31'	58.00'	21.19'	N10°38'37"W
C21	28°44'32"	29.10'	58.00'	28.79'	N35°32'22"W
C22	49°49'29"	50.44'	58.00'	48.86'	N74°49'23"W
L6		5.91'			S80°15'53"W
L7		7.32'			S80°15'53"W
C23	40°06'51"	40.61'	58.00'	39.78'	S60°12'28"W
C24	40°15'38"	40.76'	58.00'	39.92'	S60°01'13"W
C25	50°32'32"	29.11'	33.00'	28.18'	N65°09'32"E
L8		18.64'			S09°47'48"E
L9		46.00'			N80°12'12"E
L10		18.63'			N09°47'48"W
C26	69°53'35"	40.26'	33.00'	37.81'	S35°04'27"E
C27	14°55'50"	45.60'	175.00'	45.47'	S59°32'40"W
C28	32°37'17"	85.40'	150.00'	84.25'	S68°23'24"W
C29	32°37'17"	71.17'	125.00'	70.21'	S68°23'24"W
C30	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C31	37°47'27"	98.94'	150.00'	97.15'	S70°58'29"W
C32	21°11'30"	64.73'	175.00'	64.36'	S62°40'30"W
L11		20.00'			S89°52'32"E



**PLAT NOTES**

There is a 14' Multipurpose Easement along all dedicated right-of-way.

All other easements shown are Irrigation and Drainage Easements, unless specifically labeled.

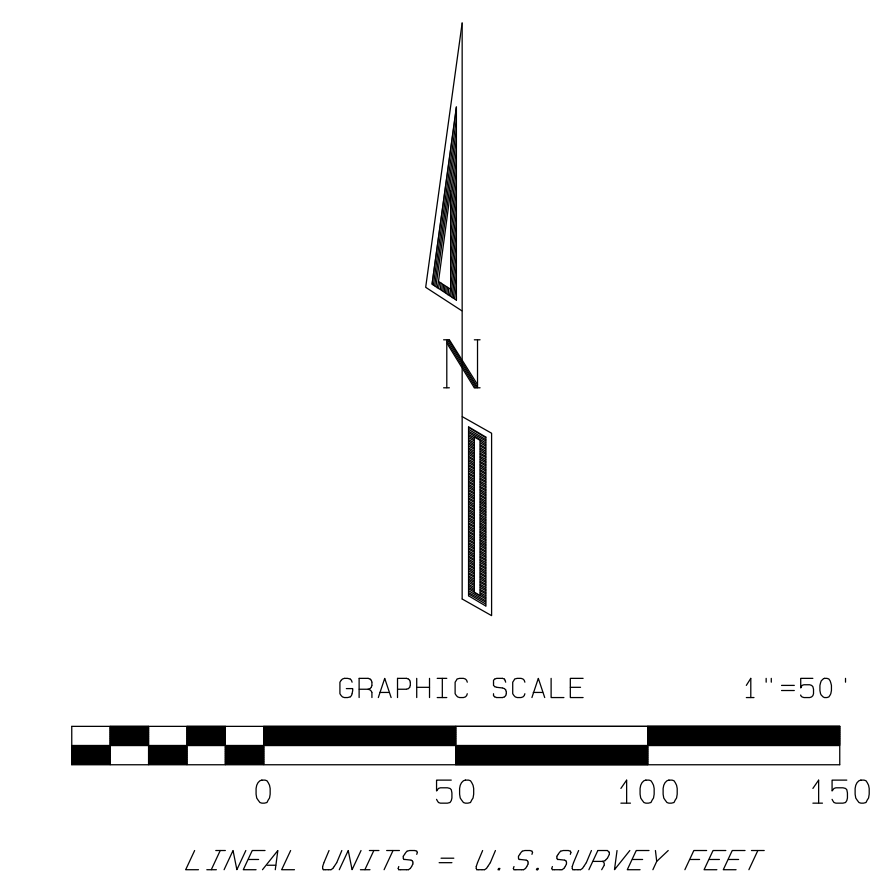
All lots that are accessed by shared driveways will provide 4 onsite parking spaces.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 this certification/statement shown hereon.

**LEGEND & ABBREVIATIONS**

- FOUND MESA COUNTY SURVEY MARKER
  - ⊗ FOUND BLM ALUMINUM CAP
  - FOUND #5 REBAR N/1" RED PLASTIC CAP STAMPED MOUNTAIN SURVEYING LS 24943
  - ▲ FOUND #5 REBAR N/1" YELLOW PLASTIC CAP STAMPED LS 14113
  - FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED LS 18469
  - △ FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED LS 29419
  - FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED VISTA LS 19397
  - ⊗ FOUND 2.5" ALUMINUM CAP STAMPED LS 29419
  - FOUND BENT #5 REBAR, REPLACED, ADDED 2" ALUMINUM CAP STAMPED LS 20677
  - ⊗ SET #5 REBAR N/3" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
  - SET OR FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM  
W.C. = WITNESS CORNER  
P.O.B. = POINT OF BEGINNING  
S.F. = SQUARE FEET  
ESMT. = EASEMENT

AREA SUMMARY	
DEVELOPMENT, ROADS	= 1.16 AC./12%
LOTS	= 7.21 AC./80%
TRACTS	= 0.76 AC./100%
TOTAL	= 9.63 AC./100%



**FOR REVIEW**

FINAL PLAT CRESTHAVEN ACRES FILING 2 LOCATED IN LOT 4, SEC. 3, T1S, R2E, U.M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749		
Designed By	M. W. D.	Checked By E. E. B.
Drawn By	TMODEL	Date NOV. 2019
Job No.	198-17-88	Sheet 2 OF 2

REVISED 02/05/2020  
REVISED 05/28/2020

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2020-21**

**A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF  
PALISADE, COLORADO APPROVING THE FINAL PLAT FOR  
CRESTHAVEN ACRES SUBDIVISION FILING 2.**

**WHEREAS**, Chronos Property, LLC (“Developer”) filed an application with the Town of Palisade for approval of the Cresthaven Acres Subdivision containing approximately 22.24 acres establishing seventy-one (71) residential lots; and

**WHEREAS**, Developer filed an application with the town for Final Plat approval of Filing 2 of Cresthaven Acres Subdivision containing approximately 10.02 acres and 44 residential lots which is described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

**WHEREAS**, on May 7, 2018 after a duly-noticed public hearing and pursuant to Section 4.05(A) of the Town of Palisade’s Land Development Code, the Palisade Planning Commission approved a Preliminary Plat for the Property; and

**WHEREAS**, on September 8<sup>th</sup>, 2020 the Palisade Board of Trustees reviewed the Final Subdivision Plat application for the Property and desires to approve the Final Plat and Subdivision Improvements Agreement for Cresthaven Acres Subdivision Filing 2, subject to all terms and conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF PALISADE, COLORADO:**

1. The Town Board of Trustees incorporates the foregoing recitals as findings by the Town Board of Trustees.

2. The Final Plat for Cresthaven Acres Subdivision Filing 2 is hereby approved and the land dedications shown thereon are hereby accepted by the Town.

3. The Subdivision Improvements Agreement for Cresthaven Acres Subdivision Filing 2 (“SIA”) is hereby approved and the Mayor and Town Clerk are authorized to execute the SIA on behalf of the Town. The Town’s approval of the the Final Plat for the Property is expressly subject to Developer’s compliance with the terms and conditions of the SIA. Town staff is hereby authorized to amend and finalize the cost estimates of the subdivision improvements appended to the SIA to be secured prior to the recording of the Final Plat. The Town further approves the Escrow Disbursement Agreement to secure Developer’s construction of the subdivision improvements as required by the SIA.

4. Developer shall comply with all of Developer’s representations made in any applications and in statements during the public hearings before the Planning Commission and Town Board of Trustees and they shall be conditions of approval with which Developer shall

Town of Palisade, Colorado  
Resolution No. 2020-21

comply unless specifically modified. Developer shall also comply in full with the requirements of the Palisade Land Development Code, including without limitation the requirements of the Town Public Works Manual. Developer shall also comply in full with the Community Development Department's staff report presented to the Town Board of Trustees on the date herewith.

5. The Mayor of the Town is hereby authorized to indicate the Town Board of Trustees approval of the Final Plat for the Property by signing two (2) reproducible copies of the Final Plat. A true and correct copy of the Final Plat shall be deposited with the Town Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.

6. The Town Clerk is hereby directed to file one (1) copy of the Final Plat for the Property and the original of this Resolution in the Office of the Town Clerk.

7. The Town Clerk is hereby further directed to record this Resolution, the SIA and the Final Plat for the Property in the Office of the Clerk and Recorder of Mesa County, and to file one (1) certified copy of the Final Plat and this Resolution with the Mesa County Assessor.

**RESOLVED, APPROVED, AND ADOPTED** at a regular meeting of the Board of Trustees of the Town of Palisade, Colorado, held on September 8<sup>th</sup>, 2020.

TOWN OF PALISADE, COLORADO

---

Greg Mikolai, Mayor

ATTEST:

---

Town Clerk



**EXHIBIT A**

The legal description for 2941-032-21-100 is:

LOT 100 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 5.75AC

The legal description for 2941-032-21-101 is:

LOT 101 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 1.85AC

The legal description for 2941-032-21-102 is:

LOT 102 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 2.05AC

Town of Palisade, Colorado  
Resolution No. 2020-21

**EXHIBIT B**

FINAL PLAT

# CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924  
Located in LOT 4, SEC. 3, T1S, R2E, U.M.  
Town of Palisade, County of Mesa, State of Colorado

## CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that, Chronos Property, LLC is the owner of record of that real property situate in Lot 4, Section 3, Township 1 South, Range 2 East, Ute Meridian, Town of Palisade, County of Mesa, State of Colorado, the ownership of which is demonstrated under Reception Nos. 2827561, 2824260, 2828051 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Lot 100, 101 and 102, Cresthaven Acres Filing 1, as recorded under Reception No. 2872924 That said owners do hereby dedicate and set apart real property as shown and labeled on the Plat shown hereon as follows:

All streets, roads and Rights-of-Way are dedicated to the Town of Palisade for the use of the public forever.

All multipurpose easements to the Town of Palisade for the use of Town approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary wastewater lines, storm sewer, water lines, telephone and telecommunications lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.

Tracts and Irrigation, Drainage and Water Easements to be conveyed by separate instrument.

All easements include the right of ingress and egress, on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Said owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this Plat have been represented hereon.

Said owner does subscribe hereunder this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020

\_\_\_\_\_  
Chronos Property, LLC  
Member, Cody Davis

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020, before the undersigned officer, personally appeared Cody Davis, Member of Chronos Property, LLC and acknowledged that he executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

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

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

## TITLE CERTIFICATE

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, does hereby certify that I have examined the title to all lands shown on this Plat and that title to such lands is vested in CHRONOS PROPERTY, LLC, free and clear of all liens, taxes and encumbrances, except as follows:

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
Title Examiner/Officer

## SUBORDINATION OF LIENHOLDERS

Timberline Bank, being the holder of a promissory note secured by a Deed of Trust dated JANUARY 16, 2018, recorded JANUARY 16, 2018 at Reception No. 2827562 and 2827563 and a Deed of Trust dated, DECEMBER 13, 2017, recorded JANUARY 29, 2018 at Reception No. 2828847 and 2860564 in the office of the Clerk and Recorder of Mesa County, Colorado, hereby consents to the subdivision of the lands set forth in this Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Final Plat.

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

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020

by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

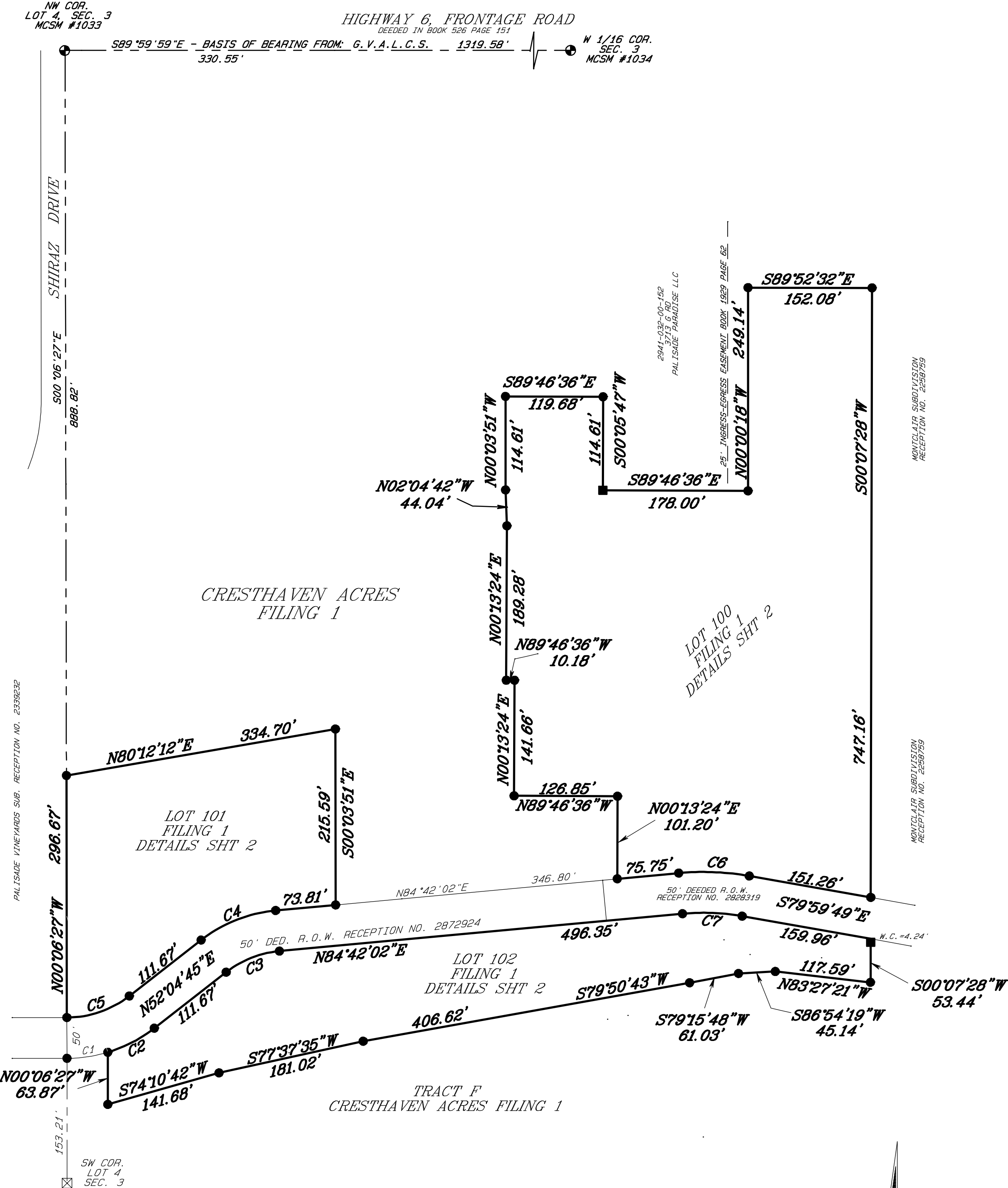
Witness my hand and official seal: \_\_\_\_\_  
Notary Public

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

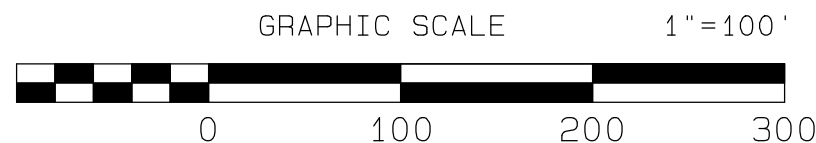
## COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

This Plat approved by the Town of Palisade Community Development Director the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
Chairman



C	DELTA	ARC	RADIUS	CHORD	CHORD BEARING
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C7	15°18'09"	73.45'	275.00'	73.23'	S87°38'54"E



## BOARD OF TRUSTEES CERTIFICATE

This Plat approved by the Board of Trustees of the Town of Palisade, Colorado.

this \_\_\_\_ day of \_\_\_\_\_, 2020, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of Palisade for financing or construction of improvements on said lands, streets or easements dedicated to the Town except as specifically agreed to by the Board of Trustees of the Town of Palisade. Further, said approval in no way obligates the Town of Palisade for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Palisade's specifications and the Town of Palisade has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a planning clearance, building permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, street lighting, street signs, other traffic control devices, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the owners designated hereon, and not the Town of Palisade, unless otherwise specifically agreed to in writing by the Board of Trustees.

TOWN OF PALISADE, COLORADO

Witness my hand and official seal of the Town of Palisade

By: \_\_\_\_\_ Mayor ATTEST: \_\_\_\_\_ Town Clerk

## CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify the entire amount of taxes and assessments

due and payable as of \_\_\_\_\_ upon all parcels of real estate described on this Plat are paid in full.

Dated the \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
Treasurer of Mesa County, Colorado

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

This Plat was filed for record in the office of the Mesa County Clerk and Recorder

at \_\_\_\_\_ o'clock \_\_\_\_ M., on this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020, at

Reception No. \_\_\_\_\_ Drawer No. \_\_\_\_\_ Fees \_\_\_\_\_

\_\_\_\_\_  
Mesa County Clerk and Recorder

\_\_\_\_\_  
Deputy

## SURVEYOR'S CERTIFICATE

I, Michael W. Drissel, a registered professional land surveyor licensed in the State of Colorado, do hereby certify that this plat is a true and correct, and complete plat of CRESTHAVEN ACRES FILING 2, as laid out, plotted, and shown hereon, that such plat was made from an accurate survey of said property by me or under my direct supervision and correctly shows the location and dimensions of the lots in compliance with Article 51 of Title 38 C.R.S., as amended.

Executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

**FOR REVIEW**

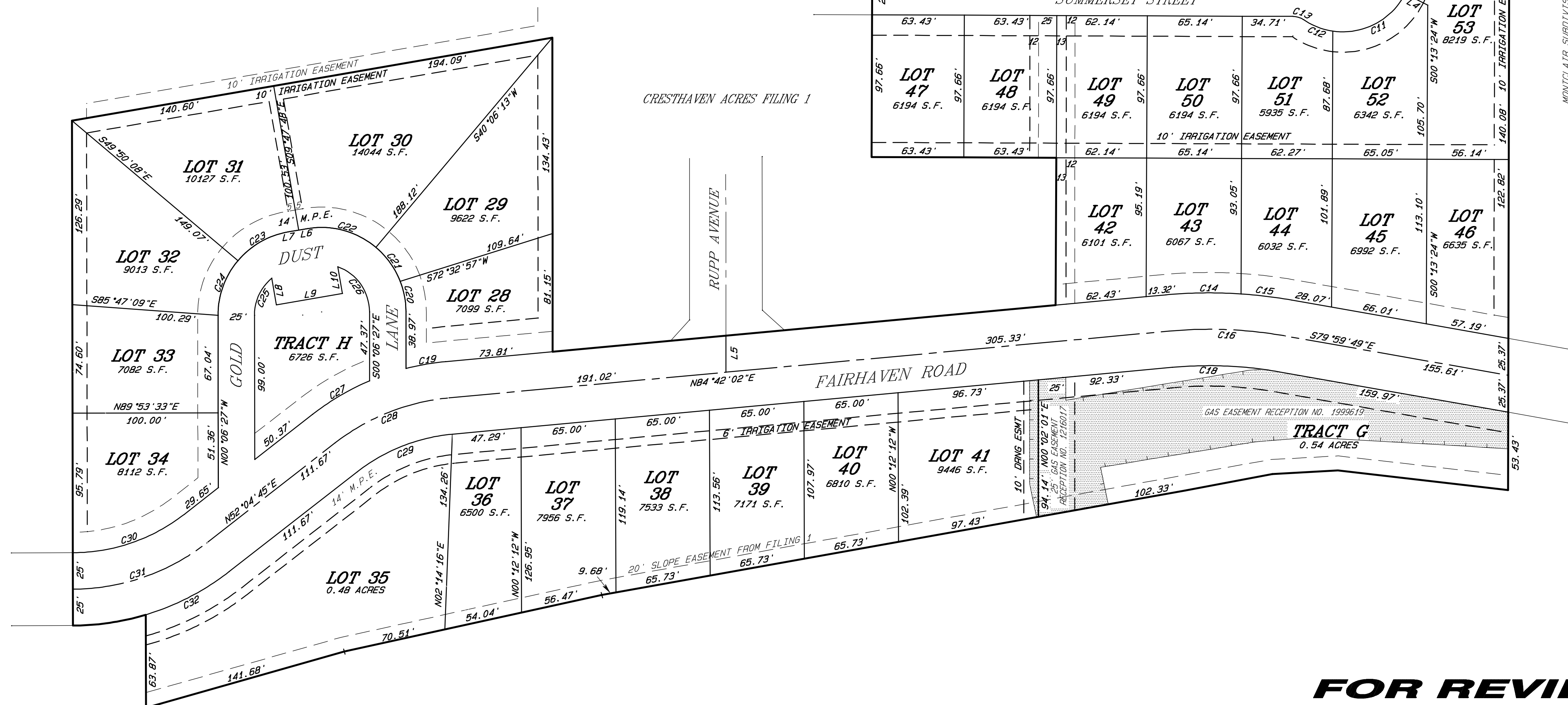
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Designed By	M. W. D.	Checked By	E. E. B.	Job No.	198-17-88
Drawn By	TMODEL	Date	NOV. 2019	Sheet	1 OF 2

REVISED 02/05/2020

FINAL PLAT  
CRESTHAVEN ACRES FILING 2

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Town of Palisade, County of Mesa, State of Colorado

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L2		26.97'			S44°49'34"E
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L3		26.98'			S45°10'26"W
C8	33°54'17"	7.99'	13.50'	7.87'	S16°59'41"E
C9	28°10'11"	23.60'	48.00'	23.36'	S19°41'44"E
C10	32°41'00"	27.38'	48.00'	27.01'	S10°43'52"W
L4		17.33'			S62°55'38"E
C11	71°14'23"	59.68'	48.00'	55.91'	S62°41'34"W
C12	25°48'55"	21.63'	48.00'	21.44'	N68°46'47"W
C13	33°54'17"	7.99'	13.50'	7.87'	N72°49'27"W
C14	9°09'24"	51.94'	325.00'	51.88'	N89°16'44"E
C15	6°08'45"	34.86'	325.00'	34.84'	S83°04'11"E
C16	15°18'09"	80.12'	300.00'	79.89'	S87°38'53"E
C18	15°18'09"	73.45'	275.00'	73.23'	S87°38'53"E
L5		25.10'			N00°03'51"W
C19	9°02'54"	27.64'	175.00'	27.61'	S80°10'35"W
C20	21°02'58"	21.31'	58.00'	21.19'	N10°38'37"W
C21	28°44'32"	29.10'	58.00'	28.79'	N35°32'22"W
C22	49°49'29"	50.44'	58.00'	48.86'	N74°49'23"W
L6		5.91'			S80°15'53"W
L7		7.32'			S80°15'53"W
C23	40°06'51"	40.61'	58.00'	39.78'	S60°12'28"W
C24	40°15'38"	40.76'	58.00'	39.92'	S60°01'13"W
C25	50°32'32"	29.11'	33.00'	28.18'	N65°09'32"E
L8		18.64'			S09°47'48"E
L9		46.00'			N80°12'12"E
L10		18.63'			N09°47'48"W
C26	69°53'35"	40.26'	33.00'	37.81'	S35°04'27"E
C27	14°55'50"	45.60'	175.00'	45.47'	S59°32'40"W
C28	32°37'17"	85.40'	150.00'	84.25'	S68°23'24"W
C29	32°37'17"	71.17'	125.00'	70.21'	S68°23'24"W
C30	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C31	37°47'27"	98.94'	150.00'	97.15'	S70°58'29"W
C32	21°11'30"	64.73'	175.00'	64.36'	S62°40'30"W
L11		20.00'			S89°52'32"E



**PLAT NOTES**

There is a 14' Multipurpose Easement along all dedicated right-of-way.

All other easements shown are Irrigation and Drainage Easements, unless specifically labeled.

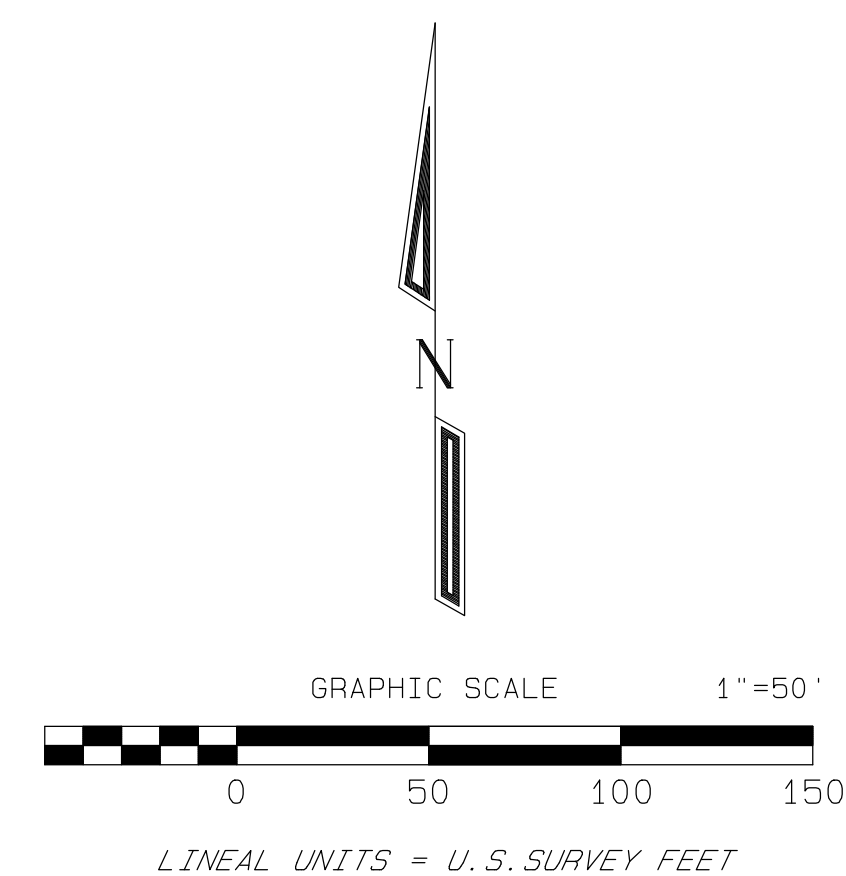
All lots that are accessed by shared driveways will provide 4 onsite parking spaces.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 this certification/statement shown hereon.

- LEGEND & ABBREVIATIONS**
- FOUND MESA COUNTY SURVEY MARKER
  - ⊗ FOUND BLM ALUMINUM CAP
  - FOUND #5 REBAR N/1" RED PLASTIC CAP STAMPED MOUNTAIN SURVEYING LS 24943
  - ▲ FOUND #5 REBAR N/1" YELLOW PLASTIC CAP STAMPED LS 14113
  - FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED LS 18469
  - △ FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED LS 29419
  - FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED VISTA LS 19397
  - ⊗ FOUND 2.5" ALUMINUM CAP STAMPED LS 29419
  - FOUND BENT #5 REBAR, REPLACED, ADDED 2" ALUMINUM CAP STAMPED LS 20677
  - ⊗ SET #5 REBAR N/3" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
  - SET OR FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM  
W.C. = WITNESS CORNER  
P.O.B. = POINT OF BEGINNING  
S.F. = SQUARE FEET  
ESMT. = EASEMENT

**AREA SUMMARY**

DEVELOPMENT	1.16 AC./12%
ROADS	7.21 AC./80%
TRACTS	0.76 AC./100%
TOTAL	9.63 AC./100%



**FOR REVIEW**

FINAL PLAT CRESTHAVEN ACRES FILING 2 LOCATED IN LOT 4, SEC. 3, T1S, R2E, U.M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749		
Designed By	M. W. D.	Checked By
Drawn By	TMODEL	Date
		NOV. 2019
		Sheet
		2 OF 2

REVISED 02/05/2020  
REVISED 05/28/2020



**TOWN OF PALISADE SUBDIVISION IMPROVEMENTS AGREEMENT  
CRESTHAVEN ACRES SUBDIVISION  
FILING 2**

**THIS AGREEMENT** is made and entered into effective this 22<sup>nd</sup> day of September 2020, by and between the TOWN OF PALISADE, COLORADO, a municipal corporation, whose address is 175 East Third Street, Palisade, Colorado (hereinafter referred to as the "Town"), and CHRONOS PROPERTY, LLC, whose address is 637 25 Road, Grand Junction, Colorado 81505 (hereinafter referred to as the "Developer").

**RECITALS**

**WHEREAS**, in 2018, Chronos Property, LLC ("Developer") filed an application with the Town of Palisade for approval of the Cresthaven Acres Subdivision containing approximately 22.24 acres establishing seventy-one (71) residential lots; and

**WHEREAS**, on October 9, 2018 by Resolution No. 208-57, the Board of Trustees approved a Final Subdivision Plat for Filing 1 of Cresthaven Acres Subdivision, which Plat is recorded with the Mesa County Clerk and Recorder on December 12, 2018 at Reception No. 2864235 ("Filing 1 Final Plat"), including a Subdivision Improvements Agreement recorded with the Mesa County Clerk and Recorder at Reception No. 2864236 ("Filing 1 SIA"); and

**WHEREAS**, Developer has filed an application with the Town for the subdivision of certain property to be known as Cresthaven Acres Subdivision, Filing 2, a tract of land located in the Town of Palisade, County of Mesa, State of Colorado, containing approximately 10.02 acres, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference, herein referred to as the ("Subdivision" or the "Property"), which is intended to be improved as a single family residential development; and

**WHEREAS**, the Developer, as a condition of approval of the Final Plat of Cresthaven Acres Subdivision, Filing 2, desires to enter into Subdivision Improvements Agreement, as provided for by Section 9.07, of the Palisade Land Development Code; and

**WHEREAS**, the Town seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and limit the harmful effects of substandard subdivisions, including premature subdivision, which leaves property undeveloped and unproductive; and

**WHEREAS**, pursuant to Section 9.07, of the Palisade Land Development Code, the Developer is required to provide security or collateral sufficient to insure completion of the public improvements and other necessary subdivision improvements described in the Preliminary Plan and the Subdivision Final Plat for the Property, and all accompanying documents, drawings, and plans; and

**WHEREAS**, the purpose of this Agreement is to protect the Town from the cost of completing subdivision improvements itself and is not executed for the benefit of material supplies, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot owners or occupants in the Subdivision; and

**WHEREAS**, the mutual promises, covenants and obligations contained in this Agreement are authorized by State law and Chapter 9 of the Palisade Land Development Code.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Developer agree as follows:

## **SECTION 1** **DEFINITIONS**

- 1.1 Agreement. This Subdivision Improvements Agreement for the Cresthaven Acres Subdivision, Filing 2, between Developer and the Town.
- 1.2 Board of Trustees. The governing body of the Town of Palisade, Colorado.
- 1.3 Developer. Chronos Property, LLC, and its successors and assigns.
- 1.4 Property or Subdivision. The real property known as the Cresthaven Acres Subdivision, Filing 2, as more fully described in Exhibit "A", attached hereto and incorporated herein by this reference.
- 1.5 Subdivision Final Plat. The Final Plat for the Cresthaven Acres Subdivision, Filing 2, as approved by the Board of Trustees.
- 1.6 Town. The Town of Palisade, Colorado, a municipal corporation.

## **SECTION 2** **TERM**

The term of this Agreement and the vested property rights expressly established under this Agreement shall commence on the effective date of the Town Board of Trustees approval of this Agreement and the Subdivision Final Plat and shall continue until the third (3<sup>rd</sup>) anniversary of the effective date. After the expiration of the term, this Agreement may be terminated and will then be of no further force or effect except as to any maintenance requirements for the public and common areas contained herein, and the warranty of public and other Subdivision improvements; provided, however, that any such termination shall not affect (a) the annexation of the Property to the Town; (b) any common law vested rights obtained prior to such termination; (c) the prior

conveyance of any lots or parcels within the Subdivision; (d) any right arising from other Town permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (e) the parties' rights pursuant to subsection 18.5 below.

### **SECTION 3**

#### **SCOPE OF THIS AGREEMENT**

3.1 Purpose. This Agreement is intended to set forth the parties' understanding and agreement as to the subdivision of the Property pursuant to Article 23 of Title 31 of the Colorado Revised Statutes and Chapter 9 of the Palisade Land Development Code; as to the nature of the development proposed for the Subdivision; as to the procedures, limitations and standards applicable to the construction of public and private improvements to be installed to serve the Subdivision; as to the responsibilities of the parties for various costs, fees and charges; and as to such other matters the parties believe can be adequately addressed at this time. This Agreement is not intended to address those matters which are more appropriately considered at the time of actual development of lots contained within the Subdivision. The Town reserves all rights to review, approve, or deny any future permit applications submitted in accordance with the ordinances and policies of the Town then in effect.

3.2 Town's Rights Reserved. It is not the intention of the parties in any way to diminish or limit the Town's legislative, quasi-judicial, or other non-delegable discretionary powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future filings, applications, plans, drawings, security documents, improvements, and conveyances. It is furthermore the express intention of the parties that nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with law. The parties expressly agree they will fully perform this Agreement to the extent it is consistent with the law.

### **SECTION 4**

#### **NATURE OF THE SUBDIVISION**

This Subdivision is zoned Medium Density Residential (MDR) and consists of 44 Lots, and three other Tracts on 10.02 acres.

### **SECTION 5**

#### **IMPROVEMENTS AND WARRANTY-GENERAL PROVISIONS**

5.1 Construction of Improvements. In accordance with Chapter 9 of the Palisade Land Development Code, all water service lines and laterals, water mains, fire hydrants and other water distribution facilities necessary to provide treated water service for this Subdivision; any irrigation lines and related appurtenances, laterals and mains necessary to provide non-potable irrigation

service for this Subdivision (if required); all wastewater collection lines and related improvements necessary to provide wastewater service for this Subdivision; other required utilities for this Subdivision; any drainage structures required for this Subdivision; street improvements within the Subdivision including pavement, curbs, gutters and sidewalks, survey monuments, and other on-site or off-site public or required Subdivision improvements, as shown in the accompanying plans applicable to this Subdivision including any field changes required by the Town due to unknown site conditions; this Agreement; and any other improvements required by Chapter 9 of the Palisade Land Development Code, the Town's engineering design standards, the Colorado Department of Transportation, and the Mesa County Road and Bridge Specifications, shall be installed and completed at the expense of the Developer. The public and other necessary Subdivision improvements shall be designed and built in conformance with all Town engineering design standards, the Mesa County Road and Bridge specifications and all requirements contained in Chapter 9 of the Palisade Land Development Code. All such public or other required Subdivision improvements shall be designed and approved by a registered professional engineer retained by the Developer. All drawings and plans for such improvements shall be stamped by the engineer. Final plans and specifications shall be submitted by Developer to the Town Engineer for review and approval prior to commencement of any public or other required Subdivision improvements. Unless otherwise provided in this Agreement, all public and other required Subdivision improvements shall be completed no later than one (1) year following commencement of construction of such improvements.

5.2 Compaction Standards. Trench compaction and road subgrade and base course compaction standards and criteria shall be reviewed and approved by the Town prior to the commencement of construction.

5.3 Improvements to be Constructed by Developer. The on-site and off-site improvements to be constructed by the Developer, showing in detail the public and other required Subdivision improvements, including shallow utilities, that it is responsible for constructing, and the cost therefor, is attached hereto as Exhibit "B" and incorporated herein by this reference, as they may be amended with the Town Engineer or Town Public Works Director approval. Separate Exhibits shall be provided for any construction for which the Developer will receive a credit against traffic impact fees otherwise payable, or for which a subsequent recapture agreement will be executed, as delineated in other Sections of this Agreement. Unless otherwise authorized by the Town, no work shall be commenced on such improvements by the Developer until such time as the performance guarantee pursuant to Section 9 of this Agreement has been furnished to the Town.

5.4 Warranty by Developer. The Developer shall warrant any and all public improvements constructed by Developer which are conveyed or dedicated to the Town pursuant to this Agreement, or its Subdivision Final Plat application, for a period of eighteen (18) months from the date the Town's Engineer conducts a final inspection and certifies that the same conform with the approved specifications, and the Town authorizes a reduction in the security as set forth



in subsection 9.4 below. Specifically, but not by way of limitation, the Developer shall warrant the following:

- 5.4.1 That the title conveyed shall be good and its transfer rightful; and
- 5.4.2 Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- 5.4.3 Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

In addition, all other Subdivision improvements such as shallow utility installations and other improvements as shown in the Subdivision application, and approved construction drawings submitted to the Town for this Subdivision shall be warranted for a period of eighteen (18) months following completion and approval, as provided above.

5.5 Town Inspections. The Town shall have the right to make engineering inspections and require testing during construction of the public and other required Subdivision improvements in such reasonable intervals as the Town may request. Inspection, acquiescence and approval of any engineering inspector of the construction of physical facilities, at any particular time, shall not constitute the approval by the Town of any phase of the construction of such public and other required improvements. Such approvals shall be made by the Town only after completion of construction and the establishment of property pins for each lot or parcel, and in the manner hereinafter set forth.

5.6 Final Approval by Town Engineer. Upon completion of construction by the Developer of such public and other required Subdivision improvements, the Town Engineer or Public Works Director shall perform a final inspection of the improvements and certify with specificity its conformity or lack thereof to the approved specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with Town standards and the utility, drainage and street improvement plans and others, as approved. The Town shall be under no obligation to release the performance guarantee, or provide any water service or wastewater collection service, street maintenance, zoning clearances, or certificates of occupancy until all such facilities are brought into conformance with the specifications and finally approved by the Town Engineer or Public Works Director.

5.7 Provision of As-Built Drawings. Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for all public improvements and other utilities improvements approved by the Town Engineer or Public Works Director. All "as built" drawings shall be prepared in the manner required by the Town Engineer or Public Works Director. The Developer shall pay for any incidental services related to the construction of the public improvements and other utility improvements, at its sole cost and expense.

5.8 Conveyance of Public Improvements. All public improvements constructed by Developer in accordance with this Agreement, including all water lines, mains, laterals, fire hydrants and related improvements, wastewater collection mains, laterals and related improvements; public street improvements including required pavement, curbs, gutters and sidewalks shall be dedicated or conveyed to the Town. Upon completion of construction in conformity with the plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all physical facilities constructed by Developer necessary for the extension, maintenance and repair of municipal utility services and other public facilities. Acceptance of said conveyance shall be made by the Town Public Works Director. Following such dedication or conveyance, the Town shall be solely responsible for the maintenance of such improvements, unless otherwise provided in this Agreement, except for any correction work required during the warranty period set forth in subsection 5.4 above.

5.9 Construction Schedule. Notwithstanding any provisions contained in the Colorado Vested Property Rights statutes, Section 24-68-101 *et. seq.* C.R.S. to the contrary, Developer agrees that construction of such public and other required Subdivision improvements shall be completed no later than the dates set forth in Exhibit "B". Where Developer is prevented from commencing or completing any of the public and other required Subdivision improvements within the time periods set forth in the construction schedule or otherwise set forth in this Agreement due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the Developer, the times for commencement and/or completion of such improvements shall be extended in an amount equal to the time lost due to such delay if a request is made in writing to the Town by the Developer. Delays beyond the control of Developer shall include, but not be limited to, acts of neglect by the Town, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind or other natural phenomena at normal intensity within Mesa County. Delays attributable to and within the control of the Developer's contractors, subcontractors or suppliers shall be deemed to be delays within the control of the Developer.

5.10 Improvements Required Prior to Issuance of Zoning Clearances for Building Permits and Certificates of Occupancy. No zoning clearance necessary to obtain a building permit for construction of any building within the Subdivision shall be issued until all of the required improvements, as specified in this Agreement, have been substantially completed and approved by the Town Engineer or Town Planner. No certificate of occupancy for any building within the Subdivision shall be issued until all required improvements have been fully installed and approved by the Town Engineer or Town Planner.

## **SECTION 6** **RESERVED**

## **SECTION 7** **DRAINAGE IMPROVEMENTS**

Pursuant to the Filing 1 SIA, the Developer was required to install an offsite stormwater outfall pipe to discharge from the project detention pond to the City's park drainage and eventually to the Colorado River. This was installed, however, **there remains an underdrain system that needs to be completed along the north side of the Grand Valley Irrigation Canal which shall be completed as part of the Filing 2 Public Improvements pursuant to this SIA.**

Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

## **SECTION 8**

### **WATER AND WASTEWATER SERVICES AND IMPROVEMENTS**

8.1 Construction of Treated Water Distribution System. The Developer, at its sole expense, shall design, purchase, and install all elements of a municipal treated water distribution system to fully service the Subdivision including but not limited to water mains, fire hydrants, pipe lines, and service line laterals to lot lines as required by the Town's engineering design standards, and all other appurtenant facilities necessary to provide treated municipal water service to the Subdivision. All required improvements and the construction and installation of such improvements shall be in accordance with the design drawings, plans and specifications submitted with the Subdivision Final Plat, as approved by the Town.

8.2 Construction and Conveyance of Irrigation System. The Developer, at its sole expense, shall design, purchase and install all elements of a non-potable irrigation system to fully service the Subdivision including all lines, valves, service lines to the lot lines as required by the Town's regulations, and service risers. All required improvements and the construction and installation of such improvements shall be in accordance with the design drawings, plans and specifications submitted with the Subdivision Final Plat, and approved by the Town, and in accordance with applicable provisions of the Town's engineering design standards.

Prior to the sale of any lot within the Subdivision, the Developer shall convey to the Cresthaven Acres Homeowners Association by separate legal instrument(s) the irrigation system, all real property and associated easements necessary for operation and maintenance of the irrigation system and shall also transfer to the Association sufficient irrigation water rights as approved by the Town.

8.3 Construction of Wastewater Collection System. The Developer, at its sole expense, shall design, purchase, and install all elements of the wastewater collection system to fully service the Subdivision, including service lines to the lot lines, pursuant to the provisions of this Agreement and applicable provisions of the Town's engineering design standards. Such wastewater collection system shall be constructed in accordance with the design drawings, plans and specifications submitted with the application for the Subdivision Final Plat, and as approved by the Town.

8.4 Provision of Water and Wastewater Service by the Town. Upon completion of the treated water distribution system and the wastewater collection system by the Developer, and upon approval by the Town Engineer or Public Works Director and acceptance by the Town, the Town agrees to provide domestic water service and wastewater treatment and collection service to the Subdivision upon Developer or other property owner making a written request for such service and the payment of any required plant investment (tap) fees and connection charges. Provision of water or wastewater service by the Town within the Subdivision shall be made pursuant to agreement by the Town and on a first come/first served basis with other water and wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate. Except as may otherwise be provided in this Agreement, a lot owner shall not receive any preferences for or assurance of the availability of water service or wastewater service from the Town until the plant investment (tap) fees are paid.

8.5 Sanitary Sewer Line for Lots 60-68 and Lots 54-59. Lots 60-68 and 54-59 shall be connected to the gravity sanitary sewer line in Nectarine Street and Redhaven Street, respectively. Certificate of occupancies for the above described lots shall not be granted until the gravity sanitary sewer lines are installed and in operation for those Lots and all pre-existing sewer infrastructure is formally abandoned as identified on the approved plans for Filing 2.

## **SECTION 9**

### **PERFORMANCE GUARANTEE**

9.1 Security Required. In order to secure the construction and installation of the public and other required Subdivision improvements, whether on-site or off-site, above described and as shown in the approved design drawings and specifications submitted with the application for the Preliminary Plan and Subdivision Final Plat, for which Developer is responsible, and in accordance with Section 9.07 of the Palisade Land Development Code, Developer shall furnish the Town with: (a) cash to be deposited in an escrow account that is acceptable to the Town pursuant to the Escrow and Disbursement Agreement attached hereto as Exhibit "C" and incorporated herein by this reference; or (b) a letter of credit that is acceptable to the Town; or (c) a performance bond issued by a surety approved by the Town, in an amount equal to one hundred ten percent (110%) of the estimated cost of said facilities.

9.2 Delivery of Security. Developer shall furnish to the Town the security required by this Section and Section 9.07 of the Palisade Land Development Code prior to the recording of the Subdivision Final Plat. Unless expressly authorized by the Town, the Developer shall not commence any work within the Subdivision until such approved security is furnished to the Town. Developer shall not convey any lot within the Subdivision to any third party until such approved security is delivered to the Town.

9.3 Security Standards; Payment upon Default. The initial performance bond or letter of credit, if applicable, issued pursuant to this Agreement shall bear an expiration date of not earlier



than eighteen (18) months from the date of issuance. The Developer shall renew such security as necessary in order to secure the performance and completion of the public and other required on-site and off-site Subdivision improvements in accordance with this Agreement and Section 9.07 of the Palisade Land Development Code, without further notice from the Town. The performance bond, letter of credit, or escrow funds shall be payable at any time upon presentation of an affidavit by the Town stating Developer is in default under this Agreement, has received notice of such default as required by subsection 9.7 of this Agreement, and has failed to cure such default within the time set forth in subsection 9.7 of this Agreement. The performance bond, or letter of credit, or Escrow and Disbursement Agreement shall be in good and sufficient form as approved by the Town Attorney. In the event of a default by the Developer and compliance with the terms of subsection 9.7 of this Agreement, the surety or financial institution shall disperse funds, upon written request by the Town, or the escrow fund may be drawn upon, showing the proposed payee and the amount to be paid. Copies of any such request shall be sent to the Developer at its last known address.

9.4 Partial Release of Security. Upon completion of a certain class of the improvements by the Developer, such as wastewater facilities by way of example, evidenced by a detailed cost breakdown of the completed improvements, the amount of any security issued pursuant to this Agreement may be reduced by up to one hundred percent (100%) of the approved estimated cost for the installation of such class of improvements, upon application of the Developer, and approval by the Town Engineer or Town Planner. Upon completion of all of the public and other required on-site and off-site Subdivision improvements by the Developer, and upon final inspection and approval by the Town Engineer or Public Works Director of all such improvements, the Board of Trustees shall further authorize the reduction of the amount of the security guaranteeing the public and other required Subdivision improvements to ten percent (10%) of the total actual cost of such improvements.

9.5 Full Release of Security. Any performance guarantee issued pursuant to this Agreement shall be fully released and discharged by action of Board of Trustees upon expiration of the eighteen (18) month warranty period, and the correction of any defects discovered during such warranty period. In the event that the correction of defects is not satisfactorily completed upon the expiration of the eighteen (18) month warranty period, the Town may require a new performance guarantee and withhold zoning clearances until a new improvements guarantee is recorded.

9.6 Notice of Defect by Developer's Engineer. Developer shall instruct its engineer, in writing, to promptly provide written notice to Developer and the Town Engineer whenever Developer's engineer becomes aware that an improvement required by this Agreement does not conform to applicable Town or Mesa County standards or approved specifications or is otherwise defective. Developer shall provide the Town with a copy of its written instructions directing Developer's engineer to report any defects.

9.7 Notice of Default. Upon the Developer's failure to perform its obligations under this Agreement, all other applicable plans, drawings, specifications and other documents submitted by the Developer to the Town as approved, within the time periods set forth in this Agreement, the Town may give written notice to Developer of the nature of the default and an opportunity to be heard before the Board of Trustees concerning such default. If such default has not been remedied within ten (10) days of receipt of the notice or of the date of any hearing before the Board of Trustees, whichever is later, the Town may then give written notice to the Developer and any surety on the performance bond, issuer of a letter of credit, or escrow agent that the Town, as agent for the Developer, is proceeding with the task of installing the public and other required Subdivision improvements in whole or in part.

9.8 Power of Attorney Granted. The Developer hereby designates and irrevocably appoints the Palisade Town Administrator, as its Attorney-In-Fact and agent for the purpose of completing all public and other necessary improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be filed in the office of the Clerk and Recorder of Mesa County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the Town pursuant to all legal, and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

9.9 Increase in Amount of Security. If a substantial amount of time elapses between the time of posting of the security and actual construction of the improvements, the Town reserves the right to require a reasonable increase in the amount of the applicable security, if necessary because of estimated increased costs of construction.

9.10 Cost Estimate Not Binding. The purpose of the cost estimate described in subsection 9.1 above and Exhibit "B" is solely to determine the amount of security required and may be revised from time to time to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual cost of all such public and other required on-site and off-site Subdivision improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the Developer's liability.

9.11 Attorney's Fees. If any legal proceedings are commenced concerning the Town's election to complete the public and/or other required Subdivision improvements, as agent for the Developer, against the Developer, its surety, or issuer of the letter of credit, Developer shall pay the Town its costs and attorney's fees.

## **SECTION 10**

### **INDEMNIFICATION AND INSURANCE**

10.1 Indemnification by Contractors. Any contractor employed by the Developer who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall indemnify and hold harmless the Town of Palisade, its officers,

employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

10.2 Insurance Required. Any contractor employed by the Developer to perform work within rights-of-way or easements dedicated to the Town or within any other property owned by the Town, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor pursuant to subsection 10.1 of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by the Developer or by law. Any such contractor shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to subsection 10.1 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.3 Nature and Amounts of Insurance. Any contractor employed by the Developer to perform work within rights-of-way and easements dedicated to the Town or other property owned by the Town shall procure and maintain and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor pursuant to subsection 10.1 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.3.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each accident, ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000) disease - each employee.

- 10.3.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations of contractor. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations of Contractor. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, its elected officials, officers, and employees and agents as additional insured parties.
- 10.3.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. Such issuance must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement.

The policies required by paragraphs 10.3.2 above shall be endorsed to include the Town of Palisade and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Developer's contractors. No additional insured endorsement to the policy required by paragraph 10.3.2 above shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

Upon request by the Town, the Developer shall provide the Town with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

10.4 Indemnification by Developer. In addition to the indemnification required in subsection 10.1 above, the Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or



damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Subdivision and elsewhere by such party, or its agents, contractors or employees pursuant to this Agreement. The Developer further agrees to aid and defend the Town in the event that the Town is named as a defendant in any action concerning the performance of work by the Developer, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer. The Developer shall not be considered an agent or employee of the Town for any purpose.

10.5 Governmental Immunity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **SECTION 11**

### **PUBLIC PARKS AND OPEN SPACE**

11.1 Dedication. In accordance with Section 9.13 of the Palisade Land Development Code and as set forth in the Filing 1 SIA, the Developer dedicated to the Town Tract F shown on the Filing 1 Final Plat containing 2.55 acres for parks and/or open space for public use, as more fully described on the Subdivision Final Plat for Filing 1.

11.2 Cash in Lieu of Dedication. In accordance with Section 9.13 of the Palisade Land Development Code and pursuant to Resolution No. 2018-39, a fee in the amount of \$221,000 shall be paid by Developer in lieu of the dedication of land for public park, open space, recreation or other municipal purposes. Developer conveyed 2.55 acres of land to the Town shown as Tract F on the Final Plat for Filing 1, which the Town agreed to assign a value of \$50,000 and credit Developer such amount pursuant to the Filing 1 SIA. Therefore, the final fee in lieu of dedication for Cresthaven Acres Subdivision shall be \$171,000 payable as follows:

Filing 1:	\$34,047 for 27 lots
	Payable upon Planning Clearance at \$1,261 per lot
Filing 2:	\$136,953 for 44 lots
	Payable prior to recording the Final Plat for Filing 2

Developer acknowledges that such requirements are roughly proportional to the impacts resulting from development of the Property.

## **SECTION 12**

### **TRANSPORTATION IMPACT FEE**

Pursuant to the First Amendment to the Filing 1 SIA dated June 11, 2019, and in accordance with Section 10.11 of the Palisade Land Development Code, a transportation impact fee was assessed in the amount of \$2,554 per lot x 71 lots = \$181,334 as and for transportation impact fees applicable to all of Cresthaven Acres Subdivision (Filings 1 and 2). Transportation Impact Fees had been paid for 2 lots with houses constructed or under construction in Filing 1 at that time, so the remaining Transportation Impact Fee to be paid was \$176,226 (\$2,554 X 69 remaining lots). Developer further received a credit of \$12,600 for a five-foot sidewalk from Shiraz Drive to the entrance of the Property required by Section 6, Off-Site Street Improvements of the Filing 1 SIA (the "Sidewalk"), which was not constructed as further discussed below, for a resulting total Transportation Impact Fee of \$163,626 payable in full by July 31, 2019, which the Town acknowledges was paid.

The Developer was unable to obtain approval from the property owner to construct the Sidewalk, for which the Developer received a \$12,600 credit towards Transportation Impact Fees. The Town absolves the Developer of the requirement to build the Sidewalk and Developer shall pay the \$12,600 payable prior to recoding the Final Plat for Filing 2. With that payment, Developer's Transportation Impact Fees have been satisfied for all of Cresthaven Acres (Filings 2 and 2).

Developer acknowledges that the requirements contained in this Section are roughly proportional to the impacts generated from development of the Subdivision.

### **SECTION 13**

#### **REIMBURSEMENT OF COSTS**

13.1 Review Costs and Fees. The Developer shall pay to the Town the actual third-party cost to the Town for engineering, surveying, consultant planning services, and legal services rendered in connection with the Developer's subdivision application. Said costs shall be paid prior to the recording of the Subdivision Final Plat. Provided, however, upon request, the Developer shall receive detailed invoices reflecting the nature and description of each charge so incurred by the Town. Developer's obligation hereunder shall continue until all public and other required subdivision improvements are accepted by the Town. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

13.2 Inspection Costs. Prior to the approval and acceptance of the construction and installation of the public and other required subdivision improvements, the Developer shall pay to the Town the actual cost of all third-party inspections of such improvements made or conducted at the direction of the Town Administrator, Town Engineer, or Public Works Director.

## **SECTION 14**

### **FINAL PLAT APPROVAL**

The Town agrees to approve the Subdivision Final Plat provided that said Subdivision Final Plat is in conformance with the Preliminary Plan, drainage, street improvements, and utility plans submitted to and approved by the Town, as well as all of the requirements of applicable law, subject to the terms and conditions of this Agreement.

## **SECTION 15**

### **ENFORCEMENT**

15.1 Default; Notice; Termination. In the event of any default or breach by the Developer of a covenant, term, condition, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing as set forth in subsection 9.7 of this Agreement, this Agreement may be forthwith terminated, at the option of the Town. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

15.2 Other Remedies Available to Town. In the event the Developer fails to construct any public or other required on-site and off-site Subdivision improvements in accordance with the terms and conditions of this Agreement, following the issuance of the performance guarantee as set forth in Section 9 of this Agreement, the Town may exercise any of the remedies set forth in Section 9 of this Agreement. Alternatively, the Town may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent Developer or a lender who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the Town if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements. In addition, the Town also may suspend the Final Plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey tracts or lots within the Subdivision without the express written approval of the Town or until the improvements are completed and accepted by the Town provided, however, such suspension shall not affect (a) the annexation of the Subdivision to the Town; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from Town permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 18.5 below. These remedies are cumulative in nature; except that during the warranty period, the Town's only remedy will be to draw funds under the letter of credit, performance bond or escrow funds.

## **SECTION 16**

### **CONVEYANCES PROHIBITED**

16.1 Recording of Subdivision Final Plat Required. The Developer shall not grant, sell or convey any lot, lots, or other properties subject to this Agreement prior to the recording of the approved Subdivision Final Plat.

16.2 Improvements Agreement Required. If this Agreement is only for a portion or Phase of a Subdivision for which a valid Subdivision Final Plat already exists, the Developer shall not grant, sell or convey any lot or lots not covered by this or a previous Improvements Agreement without the express written consent of the Town. The intent of this subsection is to prevent the sale of legally platted lots within the Subdivision for which public infrastructure does not exist or for which an Improvements Agreement has not yet been executed.

## **SECTION 17**

### **VESTED RIGHTS - VACATION OF FINAL PLAT**

17.1 Vested Property Rights. Developer shall have vested property rights to develop the Subdivision for a period of three (3) years from the effective date of this Agreement. The Developer shall be entitled to all rights, privileges, and remedies arising from such vesting for said period in accordance with Section 1.04 of the Palisade Land Development Code and Sections 24-68-101 *et. seq.*, C.R.S.

17.2 Vacation of Final Plat. Failure of the Developer to complete construction of the public and other on-site and off-site Subdivision improvements required by this Agreement within the times provided herein and following the delivery of the notice described in subsection 15.1 hereof and the expiration of the ten (10) day time period described in subsection 9.7 without cure by Developer, the vested property rights associated with the Subdivision Final Plat and this Agreement shall be forfeited. Upon such an event, the Board of Trustees of the Town of Palisade may enact an ordinance vacating the Subdivision Final Plat and upon the effective date of such ordinance, the Subdivision and any permits issued in connection therewith shall be null, void, and of no effect. The Developer shall then be prohibited from granting, selling or conveying any additional lots within the Property. All property rights dedicated to the Town of Palisade for public purposes shall remain the property of the Town and shall be considered liquidated damages. Provided, however, vacation of the Subdivision Final Plat shall not affect (a) the annexation of the Subdivision to the Town; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from other Town permits, approvals or other entitlements for the Subdivision which were granted or approved prior to, concurrently with, or subsequent to the approval of the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 18.5 below.

APPROVAL OF THE SUBDIVISION FINAL PLAT AND THIS AGREEMENT  
CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S., AS  
AMENDED.

17.3 Certificate of Compliance. It is agreed that upon completion of all improvements which are the subject of this Agreement, expiration of the warranty period as provided herein, compliance with all of the terms of this Agreement, and upon the written request of Developer, the Town shall execute a resolution or certificate stating that all improvements have been constructed in compliance with this Agreement.

## **SECTION 18**

### **MISCELLANEOUS PROVISIONS**

18.1 Waiver of Defects. In executing this Agreement, Developer waives all rights it may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed; concerning the power of the Town to impose conditions on Developer as set forth herein; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

18.2 Failure to Exercise Rights. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by both the Town and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

18.3 Complete Agreement. This Agreement together with the Subdivision Final Plat contain all of the understandings, conditions and agreements between the Town and Developer relating to the Subdivision at this time, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and Developer, except for representations made by the Developer, or its agent, or the Board of Trustees, or Town staff members at public hearings concerning approval of the Subdivision Final Plat, not in conflict with the express provisions of this Agreement.

18.4 Owners Association; Covenants. An owners association shall be created by Developer under the laws of the State of Colorado before any properties within the development are sold to third parties. The Articles of Incorporation and covenants shall be reviewed by the Town Attorney to insure that they meet the City's requirements that the owners association (1) maintains, operates and assumes full responsibility for all easements and common areas within the Property and shown on the Final Plat, including landscaping; (2) maintains all private open space; and (3) is empowered to enforce any provisions of the covenants, conditions and restrictions affecting the Property. The covenants for the Property shall also address, at a minimum: landscape maintenance, use of limited and general common elements, fencing styles and heights, outdoor storage of vehicles (including recreational vehicles, boats, trailers, and the like), and pets. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado Secretary of State prior to the recordation of the Final Plat.

18.5 Attorney's Fees. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney fees (including legal assistant's fees). All rights concerning remedies or attorney's fees shall survive termination of this Agreement.



18.6 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

18.7 Amendments. This Agreement may be amended from time to time by written Agreement duly authorized by the parties to this Agreement.

18.8 Representations of Town Officials. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Palisade Municipal Code and ordinances, and that the Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town or its officers or agents or their designees which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado. Provided, however, that this subsection shall not be construed to limit the rights and remedies of the parties otherwise provided by law.

18.9 Covenants. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town of Palisade, and the benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the parties to this Agreement, except as otherwise provided herein.

18.10 Notices. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, addressed as follows:

If to Town: 175 East Third Street  
Palisade, Colorado 81526  
Attn: Community Development Director

With a copy to: Karp Neu Hanlon, P.C.  
201 14<sup>th</sup> Street, Suite 200  
Glenwood Springs, Colorado 81601

If to Developer: Chronos Property, LLC  
637 25 Road  
Grand Junction, Colorado 81505  
Attn: Cody Davis

These addresses shall remain valid until notice of a change of address is given to the other party in accordance herewith.

18.11 Time of the Essence. Time is of the essence of this Agreement.

18.12 Jurisdiction and Venue of Courts. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, a letter of credit, Escrow and Disbursement Agreement, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Mesa County, Colorado. The Developer, escrow agent and issuer of any letter of credit or performance bond pursuant to this Agreement, expressly waive their right to bring such action in or to remove such action to any other court, whether State or federal.

18.13 Rights of Persons Not a Party. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the Town does not exercise its rights within sixty (60) days following an event of default, a purchaser of a tract or unit in the Subdivision may bring an action in mandamus to compel the Town to exercise its rights.

18.14 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

18.15 Assignment of Rights; Release of Obligations. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the Town. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Town to assign its rights under this Agreement. The Town will release the original Developer's performance guarantee if it accepts new security from any developer or lender who obtains the Property.

18.16 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity or governmental immunity under any applicable State law.

18.17 Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Mesa County, Colorado.

18.18 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF PALISADE, COLORADO, a  
municipal corporation, acting by and through  
its Board of Trustees,

By: \_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

CHRONOS PROPERTY, LLC:

By: \_\_\_\_\_  
Cody Davis, Manager

STATE OF COLORADO     )  
                                      )ss.  
COUNTY OF MESA         )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
Cody Davis as Manager of Chronos Property, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

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

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

The legal description for 2941-032-21-100 is:

LOT 100 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 5.75AC

The legal description for 2941-032-21-101 is:

LOT 101 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 1.85AC

The legal description for 2941-032-21-102 is:

LOT 102 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 2.05AC

**EXHIBIT “B”**



FINAL PLAT

# CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924  
Located in LOT 4, SEC. 3, T1S, R2E, U.M.  
Town of Palisade, County of Mesa, State of Colorado

## CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that, Chronos Property, LLC is the owner of record of that real property situate in Lot 4, Section 3, Township 1 South, Range 2 East, Ute Meridian, Town of Palisade, County of Mesa, State of Colorado, the ownership of which is demonstrated under Reception Nos. 2827561, 2824260, 2828051 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Lot 100, 101 and 102, Cresthaven Acres Filing 1, as recorded under Reception No. 2872924 That said owners do hereby dedicate and set apart real property as shown and labeled on the Plat shown hereon as follows:

All streets, roads and Rights-of-Way are dedicated to the Town of Palisade for the use of the public forever.

All multipurpose easements to the Town of Palisade for the use of Town approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary wastewater lines, storm sewer, water lines, telephone and telecommunications lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.

Tracts and Irrigation, Drainage and Water Easements to be conveyed by separate instrument.

All easements include the right of ingress and egress, on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Said owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this Plat have been represented hereon.

Said owner does subscribe hereunder this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020

\_\_\_\_\_  
Chronos Property, LLC  
Member, Cody Davis

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020, before the undersigned officer, personally appeared Cody Davis, Member of Chronos Property, LLC and acknowledged that he executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

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

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

## TITLE CERTIFICATE

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, does hereby certify that I have examined the title to all lands shown on this Plat and that title to such lands is vested in CHRONOS PROPERTY, LLC, free and clear of all liens, taxes and encumbrances, except as follows:

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
Title Examiner/Officer

## SUBORDINATION OF LIENHOLDERS

Timberline Bank, being the holder of a promissory note secured by a Deed of Trust dated JANUARY 16, 2018, recorded JANUARY 16, 2018 at Reception No. 2827562 and 2827563 and a Deed of Trust dated, DECEMBER 13, 2017, recorded JANUARY 29, 2018 at Reception No. 2828847 and 2860564 in the office of the Clerk and Recorder of Mesa County, Colorado, hereby consents to the subdivision of the lands set forth in this Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Final Plat.

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

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020

by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

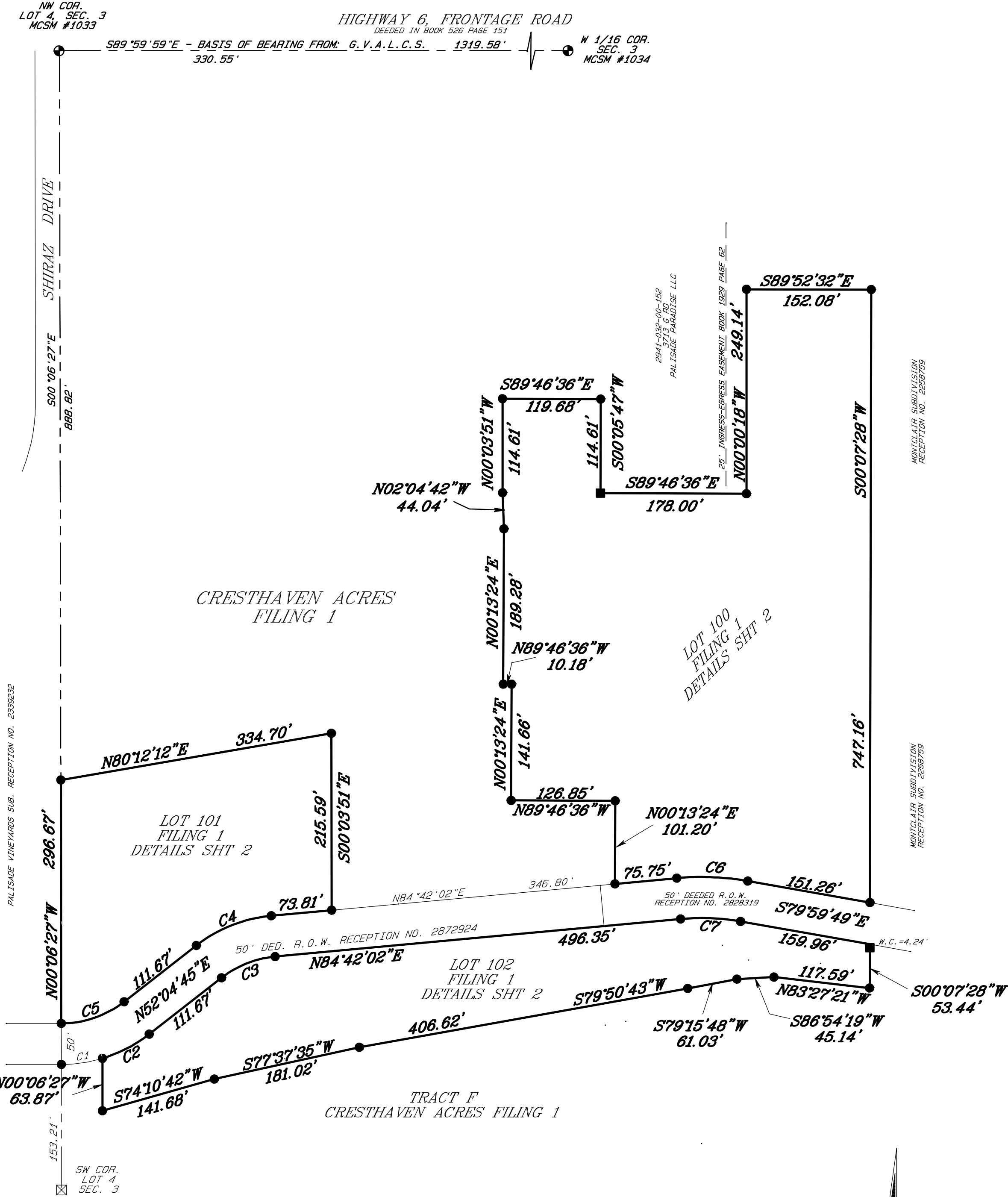
Witness my hand and official seal: \_\_\_\_\_  
Notary Public

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

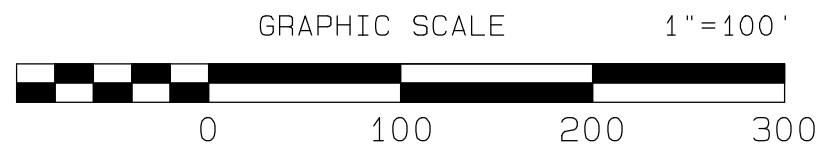
## COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

This Plat approved by the Town of Palisade Community Development Director the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
Chairman



C	DELTA	ARC	RADIUS	CHORD	CHORD BEARING
C1	16°36'09"	50.71'	175.00'	50.53'	N81°34'19"E
C2	21°11'30"	64.73'	175.00'	64.36'	N82°40'30"E
C3	32°32'42"	71.42'	175.00'	70.24'	N83°23'24"E
C4	32°32'42"	89.64'	175.00'	86.30'	S88°23'24"W
C5	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C6	15°18'09"	86.80'	325.00'	86.54'	N87°38'54"E
C7	15°18'09"	73.45'	275.00'	73.23'	S87°38'54"E



## BOARD OF TRUSTEES CERTIFICATE

This Plat approved by the Board of Trustees of the Town of Palisade, Colorado.

this \_\_\_\_ day of \_\_\_\_\_, 2020, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of Palisade for financing or construction of improvements on said lands, streets or easements dedicated to the Town except as specifically agreed to by the Board of Trustees of the Town of Palisade. Further, said approval in no way obligates the Town of Palisade for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Palisade's specifications and the Town of Palisade has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a planning clearance, building permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, street lighting, street signs, other traffic control devices, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the owners designated hereon, and not the Town of Palisade, unless otherwise specifically agreed to in writing by the Board of Trustees.

TOWN OF PALISADE, COLORADO

Witness my hand and official seal of the Town of Palisade

By: \_\_\_\_\_ Mayor ATTEST: \_\_\_\_\_ Town Clerk

## CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify the entire amount of taxes and assessments

due and payable as of \_\_\_\_\_ upon all parcels of real estate described on this Plat are paid in full.

Dated the \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
Treasurer of Mesa County, Colorado

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

This Plat was filed for record in the office of the Mesa County Clerk and Recorder

at \_\_\_\_\_ o'clock \_\_\_\_ M., on this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020, at

Reception No. \_\_\_\_\_ Drawer No. \_\_\_\_\_ Fees \_\_\_\_\_

\_\_\_\_\_  
Mesa County Clerk and Recorder

\_\_\_\_\_  
Deputy

## SURVEYOR'S CERTIFICATE

I, Michael W. Drissel, a registered professional land surveyor licensed in the State of Colorado, do hereby certify that this plat is a true and correct, and complete plat of CRESTHAVEN ACRES FILING 2, as laid out, plotted, and shown hereon, that such plat was made from an accurate survey of said property by me or under my direct supervision and correctly shows the location and dimensions of the lots in compliance with Article 51 of Title 38 C.R.S., as amended.

Executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

**FOR REVIEW**

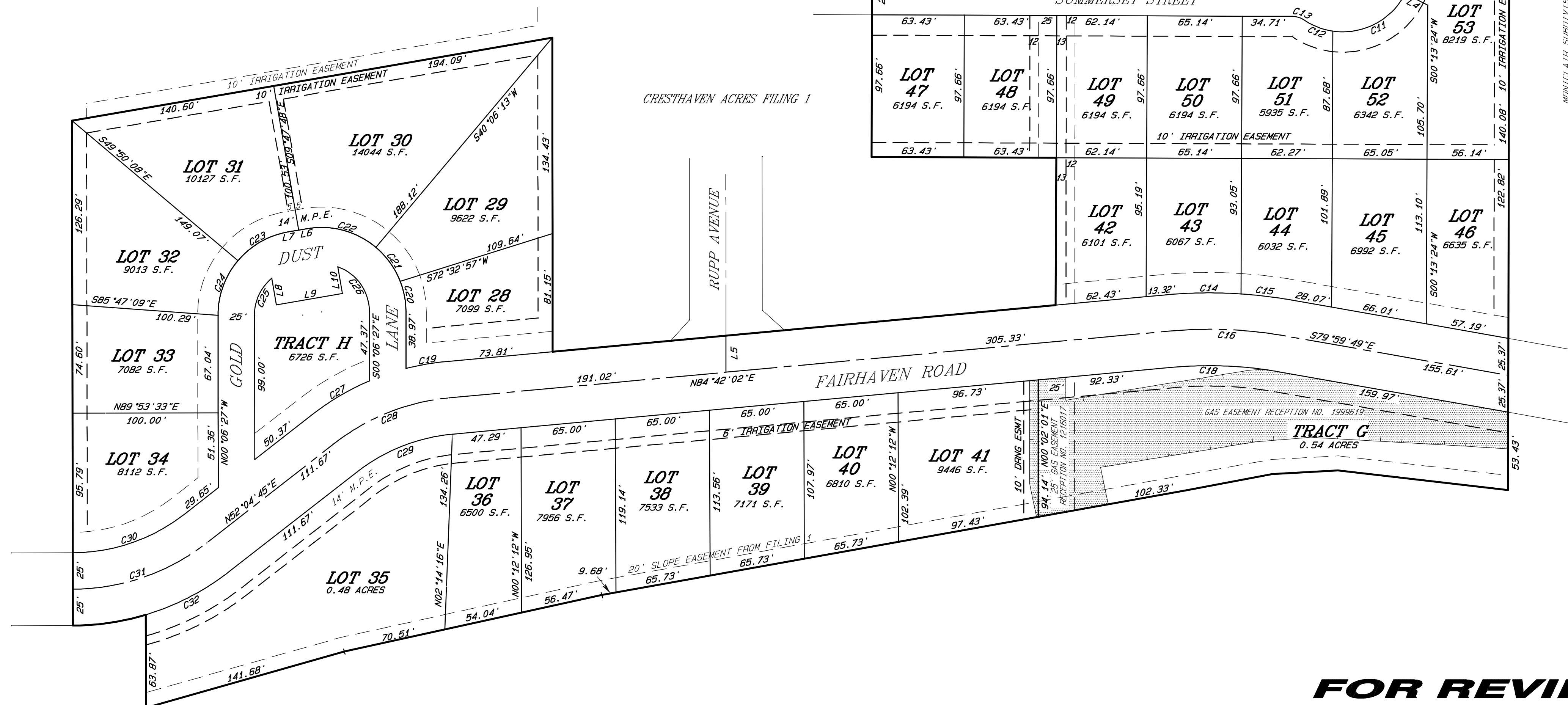
FINAL PLAT <b>CRESTHAVEN ACRES FILING 2</b> LOCATED IN <b>LOT 4, SEC. 3, T1S, R2E, U.M.</b> <b>D H SURVEYS INC.</b> 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749					
Designed By	M. W. D.	Checked By	E. E. B.	Job No.	198-17-88
Drawn By	TMODEL	Date	NOV. 2019	Sheet	1 OF 2

REVISED 02/05/2020

FINAL PLAT  
CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924  
Located in LOT 4, SEC. 3, T1S, R2E, U.M.  
Town of Palisade, County of Mesa, State of Colorado

L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
L1		3.09'			S89°46'36"E
C1	33°51'35"	7.98'	13.50'	7.86'	N73°17'36"E
C2	12°37'25"	10.58'	48.00'	10.55'	N62°40'31"E
C3	92°18'32"	77.33'	48.00'	69.24'	S64°51'31"E
C4	62°41'18"	44.14'	48.00'	42.60'	S07°38'24"W
C5	33°51'35"	7.98'	13.50'	7.86'	S17°03'15"W
C6	89°54'04"	55.70'	35.50'	50.16'	S44°49'34"E
L2		26.97'			S44°49'34"E
C7	90°05'56"	55.82'	35.50'	50.25'	S45°10'26"W
L3		26.98'			S45°10'26"W
C8	33°54'17"	7.99'	13.50'	7.87'	S16°59'41"E
C9	28°10'11"	23.60'	48.00'	23.36'	S19°41'44"E
C10	32°41'00"	27.38'	48.00'	27.01'	S10°43'52"W
L4		17.33'			S62°55'38"E
C11	71°14'23"	59.68'	48.00'	55.91'	S62°41'34"W
C12	25°48'55"	21.63'	48.00'	21.44'	N68°46'47"W
C13	33°54'17"	7.99'	13.50'	7.87'	N72°49'27"W
C14	9°09'24"	51.94'	325.00'	51.88'	N89°16'44"E
C15	6°08'45"	34.86'	325.00'	34.84'	S83°04'11"E
C16	15°18'09"	80.12'	300.00'	79.89'	S87°38'53"E
C18	15°18'09"	73.45'	275.00'	73.23'	S87°38'53"E
L5		25.10'			N00°03'51"W
C19	9°02'54"	27.64'	175.00'	27.61'	S80°10'35"W
C20	21°02'58"	21.31'	58.00'	21.19'	N10°38'37"W
C21	28°44'32"	29.10'	58.00'	28.79'	N35°32'22"W
C22	49°49'29"	50.44'	58.00'	48.86'	N74°49'23"W
L6		5.91'			S80°15'53"W
L7		7.32'			S80°15'53"W
C23	40°06'51"	40.61'	58.00'	39.78'	S60°12'28"W
C24	40°15'38"	40.76'	58.00'	39.92'	S60°01'13"W
C25	50°32'32"	29.11'	33.00'	28.18'	N65°09'32"E
L8		18.64'			S09°47'48"E
L9		46.00'			N80°12'12"E
L10		18.63'			N09°47'48"W
C26	69°53'35"	40.26'	33.00'	37.81'	S35°04'27"E
C27	14°55'50"	45.60'	175.00'	45.47'	S59°32'40"W
C28	32°37'17"	85.40'	150.00'	84.25'	S68°23'24"W
C29	32°37'17"	71.17'	125.00'	70.21'	S68°23'24"W
C30	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C31	37°47'27"	98.94'	150.00'	97.15'	S70°58'29"W
C32	21°11'30"	64.73'	175.00'	64.36'	S62°40'30"W
L11		20.00'			S89°52'32"E



PLAT NOTES

There is a 14' Multipurpose Easement along all dedicated right-of-way.

All other easements shown are Irrigation and Drainage Easements, unless specifically labeled.

All lots that are accessed by shared driveways will provide 4 onsite parking spaces.

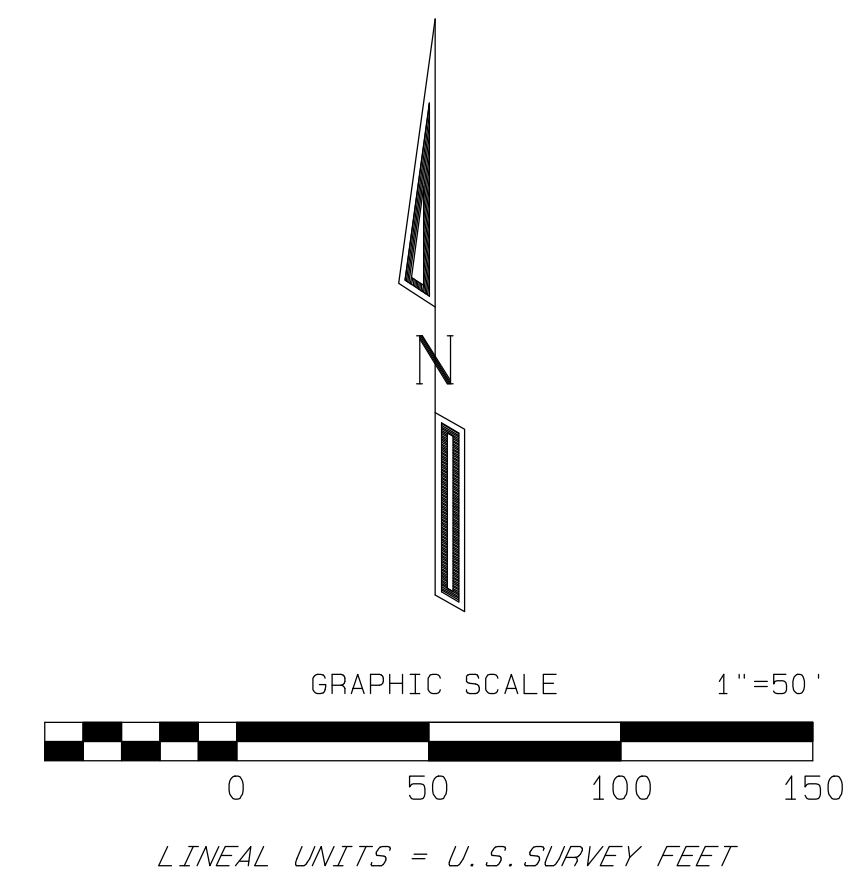
NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of this certification/statement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

LEGEND & ABBREVIATIONS

- FOUND MESA COUNTY SURVEY MARKER
- ⊗ FOUND BLM ALUMINUM CAP
- FOUND #5 REBAR N/1" RED PLASTIC CAP STAMPED MOUNTAIN SURVEYING LS 24943
- ▲ FOUND #5 REBAR N/1" YELLOW PLASTIC CAP STAMPED LS 14113
- FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED LS 18469
- △ FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED LS 29419
- FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED VISTA LS 19397
- ⊗ FOUND 2.5" ALUMINUM CAP STAMPED LS 29419
- FOUND BENT #5 REBAR, REPLACED, ADDED 2" ALUMINUM CAP STAMPED LS 20677
- ⊗ SET #5 REBAR N/3" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
- SET OR FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM
- M.C. = MOUNTAIN COUNTY
- P.O.B. = POINT OF BEGINNING
- S.F. = SQUARE FEET
- ESMT. = EASEMENT

AREA SUMMARY

DEVELOPMENT	= 1.16 AC./12%
ROADS	= 7.21 AC./80%
TRACTS	= 0.76 AC./100%
TOTAL	= 9.63 AC./100%



FOR REVIEW

FINAL PLAT CRESTHAVEN ACRES FILING 2 LOCATED IN LOT 4, SEC. 3, T1S, R2E, U.M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749		
Designed By	M. W. D.	Checked By
Drawn By	TMODEL	Date
		NOV. 2019
		Sheet
		2 OF 2

REVISED 02/05/2020  
REVISED 05/28/2020