

**AGENDA**  
**BOARD OF TRUSTEES**  
**DATE: March 18, 2025**  
**Regular Meeting 6:00pm**  
**Town Hall – 1010 High Street**  
**Collbran, Colorado**

**The Public Is Encouraged To Attend**

*Zoom link available by contacting Town Hall prior to meeting.*

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Changes or Deletions to Agenda
5. Persons not on the agenda
  - a. Please limit comments to three (3) minutes and address your comments directly to the Mayor.
  - b. Identify yourself by name and address when making comments.
  - c. Comments should be courteous, civil and constructive.
  - d. Town Board will make no decision nor take action, except to direct the Town Manager or Town Attorney.
6. Liquor License Renewal Public Hearing: Mountain High Pie
7. Easter Egg Hunt Budget Request for Approval, presented by Terri Dalrymple and Gina Bethel
8. Street Closure Request from the Plateau Valley Cancer Fund for Butterfly Release Annual Event
9. Public Hearing: Terell Park Subdivision
  - a. **Attachment A** – Major subdivision application
  - b. **Attachment B** – Subdivision plat
  - c. **Attachment C** – Subdivision sketch plan
  - d. **Attachment D** – Soils report
  - e. **Attachment E** – Utilities report
  - f. **Attachment F** – Water report
  - g. **Attachment G** – Wastewater report
  - h. **Attachment H** – Project narrative provided by applicant
  - i. **Attachment I** – Review letter from Colorado Parks and Wildlife (CPW)
  - j. **Attachment J** – RESOLUTION 2025-006 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLRAN, COLORADO APPROVING A SUBDIVISION AGREEMENT FOR THE TERELL PARK SUBDIVISION

- k. **Attachment K** – DRAFT Town of Collbran Subdivision Development Improvements Agreement (Terrell Park)
- 10. Attorney Wilson Scarbeary Update
- 11. Staff Update
  - a. Request feedback on 3-mile plan from BOT
  - b. Request retreat dates availability from BOT
  - c. BOT vacancy recruitment update
- 12. Trustee Informational and/or items for future agenda
- 13. Public Correspondence
- 14. Upcoming Meeting Dates:
  - a. April 9, 2025 – BOT Regular Meeting
- 15. Adjournment

#### Possible Board Work Session may Follow Regular Meetings

Work Sessions are for the purpose of Board members informally receiving reports and discussing town business. No formal action shall occur at a work session. Any decisions proposed during a work session shall be approved at a subsequent board meeting in the appropriate manner.

NOTICE TO READERS: Town Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the Trustee's part as issues have been discussed by Trustees in workshop or committee meetings which are open to the public. **The Board of Trustees may take action on any of the agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.**

**PUBLIC INVITED TO ATTEND:** The Public will be limited to three minutes each unless prior arrangements have been made with the Town Clerk or Administrator. Town Trustees may not respond to your comments on this evening, rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up.



Fees Due	
Annual Renewal Application Fee	\$ 125
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$</b>

**Submit to Local Licensing Authority**

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

\* Note that the Division will not accept cash

Paid by check

Paid online

Uploaded to  
Movelt on

Date

Licensee Name <i>Mountain High Pie</i>		Doing Business As Name (DBA) <i>Molo Ventures LLC</i>	
Liquor License # <i>03-14347</i>	License Type <i>Tavern (city)</i>		
Sales Tax License Number <i>9460404B-0001</i>	Expiration Date <i>4-6-25</i>	Due Date	
Business Address <i>202 main street Collbran CO 81624</i>			Phone Number <i>970-775-9059</i>
Mailing Address <i>14995 59 1/2 Road Collbran CO 81624</i>			Email <i>Molynn@7496@gmail.com</i>
Operating Manager <i>Monica Etcheverry</i>	Date of Birth <i>1/21/74</i>	Home Address <i>14995 59 1/2 Road Collbran CO 81624</i>	Phone Number <i>720-2612738</i>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <i>1/21/27</i>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Affirmation &amp; Consent</b>	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business	Title
<i>Monica Etcheverry</i>	<i>OWNER</i>
Signature	Date
<i>Monica Etcheverry</i>	<i>3-12-25</i>
<b>Report &amp; Approval of City or County Licensing Authority</b>	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.	
<b>Therefore this application is approved.</b>	
Local Licensing Authority For	Date
Signature	Title
	Attest

## Tax Check Authorization, Waiver, and Request to Release Information

I, Monica Echeverry am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Monica Echeverry (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee. Molo Ventures LLC.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Monica Echeverry / Mountain High Pie</u>			
Address <u>14995 59 1/2 Road</u>			
City <u>Collbran</u>		State <u>CO</u>	Zip <u>81624</u>
Home Phone Number <u>720-261-2732</u>		Business/Work Phone Number <u>970-775-9059</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Monica Echeverry</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Monica</u>			Date signed <u>3-12-25</u>

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Town of Collbran  
FACILITY RENTAL AGREEMENT

Contact/Responsible Party: Terri Dalrymple / Gina Bethel  
Address: 107 main st. / 213 Plateau Ave.  
Collbran / Collbran  
Telephone Number: 704-839-3569 cell Fax Number: 970-270-7893 cell  
E-mail: Mainst liquor 008@gmail.com Cell Number: \_\_\_\_\_

Reason for Event: Easter Egg Hunt

Description of event: 11" 11" 11"

Facility to be Rented:  Auditorium  Gandhi Park  Terrell Park  Auditorium Park Lot  Lilac Park

Number of People Expected to Attend: 40?

Date of Rental: 4-19-2025

Rented Time: 10:00 am/pm To: 1:00 am/pm

Actual Event Time: 11 am/pm To: 11 am/pm

Set-up Time: 7:30 am/pm Break-down Time: 2:00 am/pm

**REFUNDABLE DAMAGE DEPOSIT**

- Damage/Key Deposit (without alcohol): (\$250.00) \$ \_\_\_\_\_
- Damage/Key Deposit (if alcohol served): (\$400.00) \$ \_\_\_\_\_
- TOTAL REFUNDABLE DAMAGE DEPOSIT:** \$ \_\_\_\_\_

Paid: Check Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Date Refunded: \_\_\_\_\_

Walk Thru Available Upon Request

**RENTAL CHARGES**

- 1/2 Day (\$50.00) \$ \_\_\_\_\_
- Full Day (\$120.00) \$ \_\_\_\_\_
- Winter Rate (\$250.00) (October to March)
- TOTAL BALANCE DUE:** \$ \_\_\_\_\_

Paid: Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE**

Payments should be made by money order, cash, personal/business check or Cashier's Check payable to the Town of Collbran, P. O. Box 387, Collbran, Colorado 81624.

# Easter Egg Hunt

Amazon \$50

Shire's Bounce house \$290

Dollar Tree \$150.00

Hobby Lobby \$200.00

Food items (sams) 50.00

unforeseen cost 100.00

total ~~\$840~~.00

1398.50

- 840.00

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558.50 less

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Your Quote from Shires Bounce Rentals - Quote #2506

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From Shires Bounce Rentals <receipt@ers-mail.com>

Date Thu 3/13/2025 2:13 PM

To Mainstliquor2018@gmail.com <Mainstliquor2018@gmail.com>



Shires Bounce Rentals

QUOTE #2506:

**Your Quote:**

Please Note - This quote is for informational purposes only. **The inventory has not been reserved.** Please place an order online or call our office to reserve this date. Weekends fill up fast so reserve early for best selection.

1925 N 15th st

Grand Junction, Colorado 81501 **Important Information - Please Read Below!**

(970) 423-7267

Shiresbounce.com

Terry

107 Main St



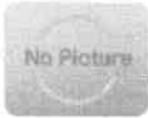

Collbran, CO 81624

Mainstliquor2018@gmail.com

/+1 (704) 839-3569

Quote Created by: Clayton Shires

Customer Comments:

		Sat, Apr 19 10:00 am → 1:00 pm	
	V-Roof Castle #1	\$110.00	x 1 = \$110.00
	Attendant	\$75.00	x 1 = \$75.00
	Attendant	\$75.00	x 1 = \$75.00
	Attendant	\$75.00	x 1 = \$75.00

SubTotal		\$335.00
Damage Waiver - Yes	\$23.45	\$358.45
Travel Fee (42 mi)	\$89.00	\$447.45
Tax: 0% of \$358.45	\$0.00	\$447.45
Travel Fee (42 mi)	\$51.00	\$498.45

Total \$498.45

Min Payment Req'd \$20.00

Due \$498.45

To Pay the Minimum Balance and activate this quote to a live Event Scheduled for you, [CLICK BELOW](#):

[\(Click here to Complete your Order\)](#)

If the items in your quote were already reserved by another Event, you will need to call our office to update those taken item(s) in the cart for available items.

A few tips and reminders: (PLEASE READ BELOW)

- 1) We accept cash and most credit cards (not AmEx). If paying with cash, please note that our drivers don't carry change. Payment is due at time of set up. Due to the number of returned checks we no longer accept checks as a form of payment.
- 2) Please call our office if you have stairs or a tiered backyard, so we can discuss setup options.
- 3) We can set up on most surfaces but not rocks or sticker patches of any kind. If this type of topography is all you have, please rent "tarping 3 thick" under concessions and add-ons and/or tarp 3 thick before our delivery/setup. Please call us if you are unsure.

## Town of Collbran Street Closure Request

All applications for street closure shall be approved by the Collbran Board of Trustees.

Applicant: Plateau Valley Cancer Fund.

Representative: Joyce Chico

Address: P.O. Box 305, Collbran, CO 81624

Phone: 970 250-5188 Cell: \_\_\_\_\_

Event: Butterfly Release.

Event Description: Live Butterfly Release, Brunch.

Section of Roadway to Be Closed: main St - Bridge to Vet. memorial

High Street - main to Elm Elm St - High to Short. (Church)

(Please attach map)

Date of Closure: May 26<sup>th</sup> 2025

Time of Closure: main St. 11:00 AM Start Veterans  
Presentation of Flags

Applicant Signature: Joyce Chico Print Name: Joyce Chico

Date: 3-1-25

### Terms and Conditions:

1. Applicant shall coordinate with public works department and Collbran marshal's Department.
2. Barricades shall be removed to the edge of the street to a safe location within one half hour of the end of the closure.
3. Applicant shall be responsible for the return of all barricades to public works department within 24 hours of the end of the street closure.
4. All sections of the street closed shall be cleaned and left in a clean condition after the closure.

Board of Trustees Decision: Approved    Denied

Date of Approval: \_\_\_\_\_

Town Administrator: \_\_\_\_\_

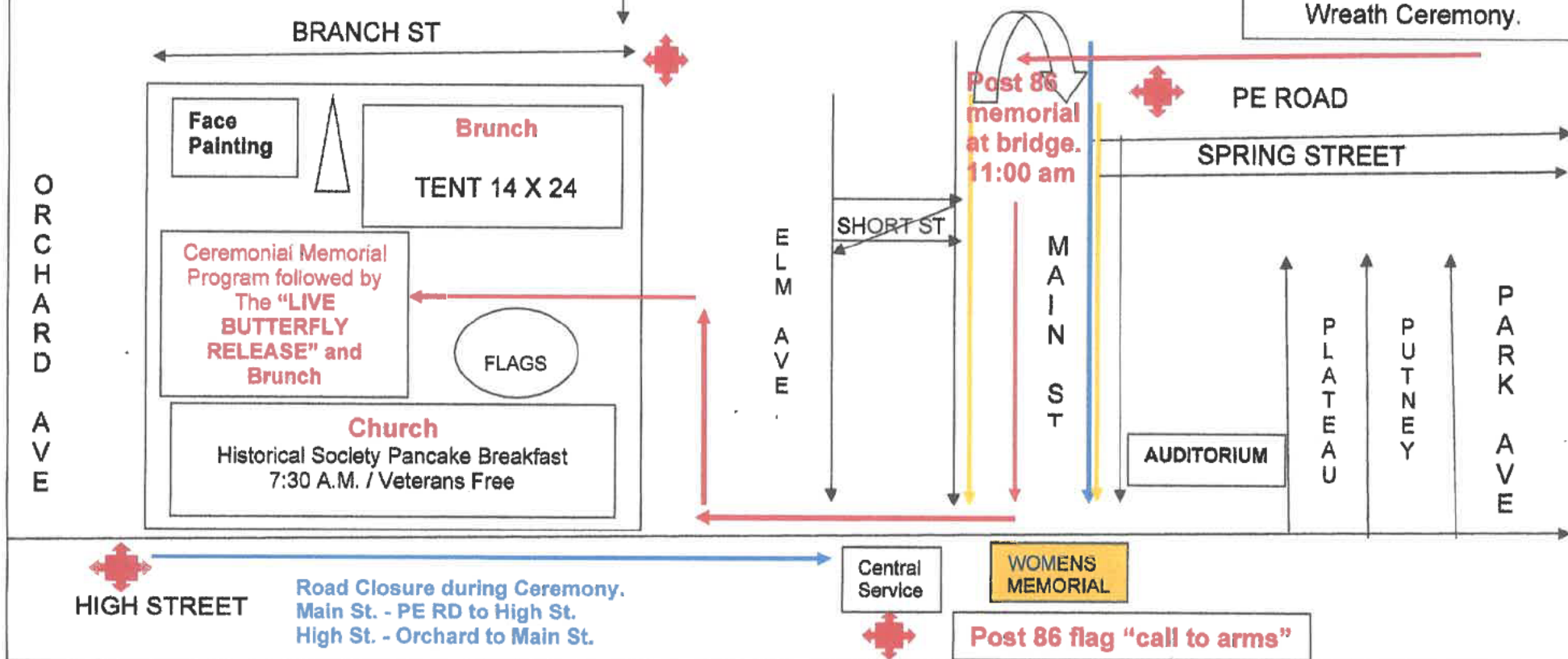


**2025 PLATEAU VALLEY CANCER FUND "LIVE BUTTERFLY" RELEASE**  
**Memorial Day, Monday, May 26<sup>th</sup>, 2025**  
**Main Street & Congregational Church, Elm St.**

**PLEASE ENJOY!**  
 IT IS VERY IMPORTANT TO THE TOWN OF COLLBRAN'S  
 IDENTITY & FUTURE TO RECOGNIZE OUR VETERANS AND  
 ALSO OUR CITIZENS, FRIENDS, AND FAMILIES.

**TICKETS FOR "LIVE BUTTERFLIES" ARE AVAILABLE TO RESERVE**  
**NOW: 970 250-5188, 986-0800, 640-9363**  
 You may pay and pick them up at the release.  
**It is NOT MANDATORY to PURCHASE A TICKET to Attend.**

**POST 86 Veterans will**  
**visit 4 cemeteries in**  
**Mesa and Collbran**  
**starting at 9 a.m.** Arriving  
 at the Main St. Bridge  
**at 11 a.m.** for the Veteran  
 Wreath Ceremony.



**HIGH STREET**  
 Road Closure during Ceremony.  
 Main St. - PE RD to High St.  
 High St. - Orchard to Main St.

Central Service  
**WOMENS MEMORIAL**  
**Post 86 flag "call to arms"**



## Board of Trustees Memorandum Agenda Item: 10

**TITLE:** Terrell Park Subdivision – Major Subdivision Application

**ATTACHMENTS:**

- A** – Major subdivision application
- B** – Subdivision plat
- C** – Subdivision sketch plan
- D** – Soils report
- E** – Utilities report
- F** – Water report
- G** – Wastewater report
- H** – Project narrative provided by applicant
- I** – Review letter from Colorado Parks and Wildlife (CPW)
- J** – RESOLUTION 2025-006 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN, COLORADO APPROVING A SUBDIVISION AGREEMENT FOR THE TERELL PARK SUBDIVISION
- K** – DRAFT Town of Collbran Subdivision Development Improvements Agreement (Terrell Park)

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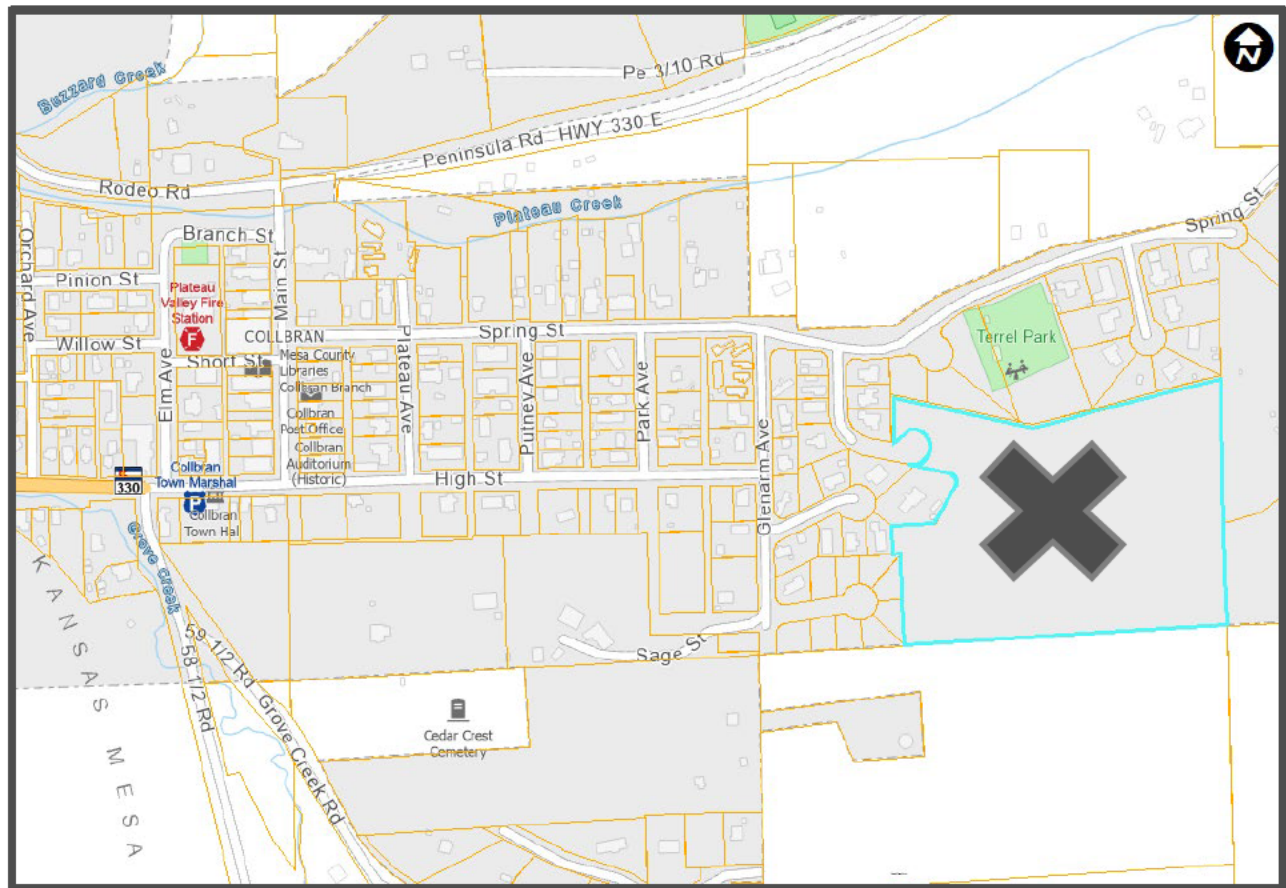
### **BACKGROUND:**

The applicant, Andy Azcarraga and River City Consultants, first applied for the Terrell Park subdivision on July 30, 2024. During that review process, it was determined that the application was incomplete. Comments and feedback were given to the applicant to meet the town’s requirements for a complete major subdivision application.

On January 16, 2025, the town received a revised subdivision application by the same applicant. The major subdivision application was determined complete on January 28, 2025 and was moved to the technical review phase.

### **DISCUSSION:**

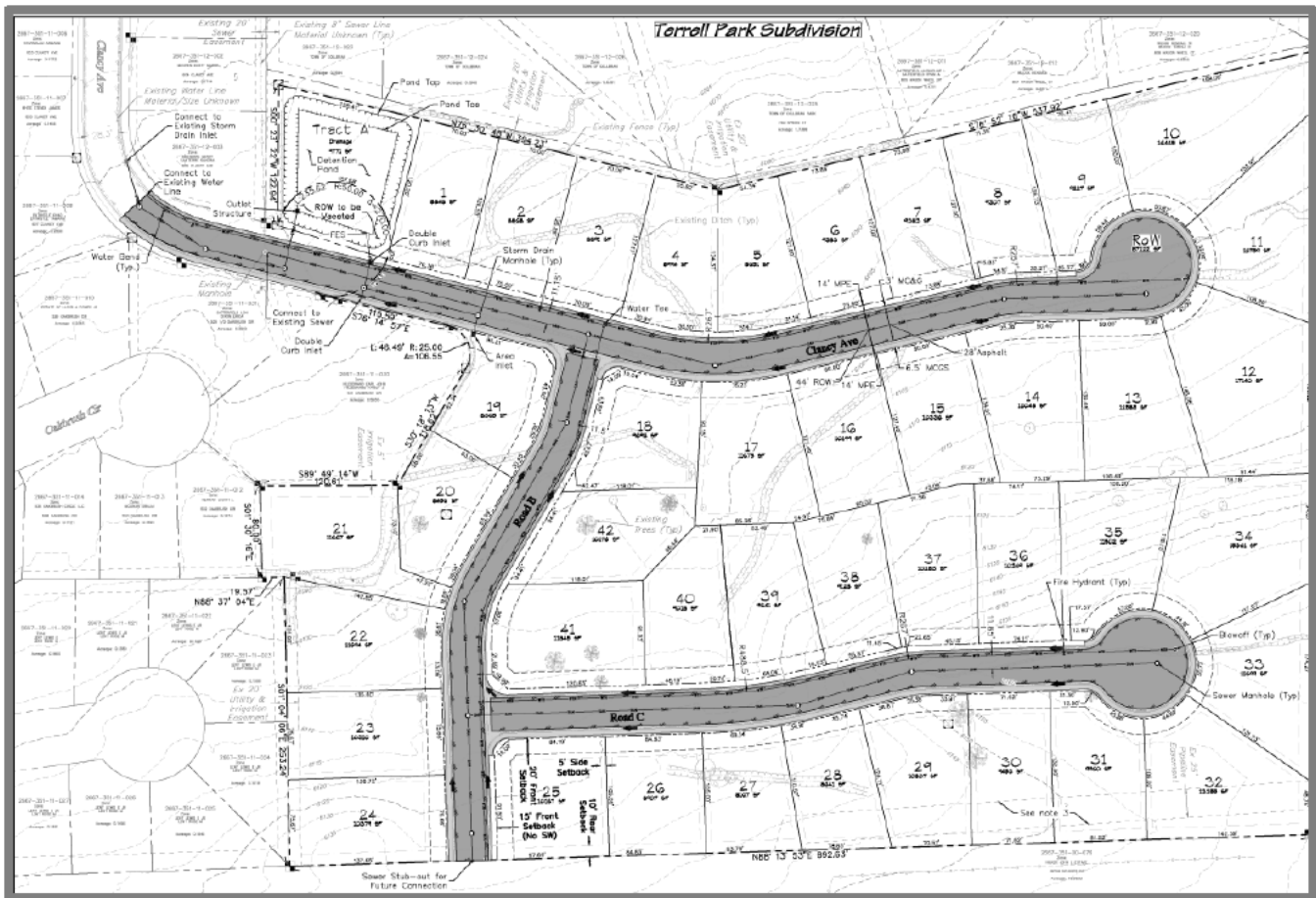
Andy Azcarraga and River City Consultants (the applicant) propose a major subdivision in the Terrell Park area (the project). The proposal takes the existing 12.42-acre property and subdivides it into 42 lots for single-family residential homes, a detention pond, and three streets (two end in cul-de-sacs, and one ends in a stub for future connection to a future unplanned residential development). The proposal is located south of the existing Terrell Park and connects to the town’s road network through an extension of Clancy Avenue south of Spring Street. See the map below (property marked by grey ‘X’) and Attachment C (subdivision sketch plan) for more information about the proposal’s locations.



The proposed development's 42 single-family residential lots range in size from 8,000 to 17,000 square feet. The proposed streets are 28 feet wide and include sidewalks on one side of the street and would connect to the existing sidewalk on Clancy Avenue. See map below and Attachment C (subdivision sketch plan) for more information about the proposed subdivided properties.

According to the Collbran 2035 Comprehensive Plan, the area south of the project is identified for Tier 1 future annexation. Tier 1 is categorized as the town's primary annexation areas. The area is also identified in the comprehensive plan as Future Land Use Map (FLUM) Residential Low Density.





The town’s water supply comes from the Plateau River and Buzzard Creek watersheds. Treated water is delivered to three storage tanks with a total capacity of 750,000 gallons. The project will connect to the town’s water system using an 8-inch main extension from either Clancy or Spring Street. One new fire hydrant would serve the neighborhood located at the cul-de-sac of “Road C”. Another hydrant is located at the intersection of Spring Street and Clancy Avenue. Water demand for the project is an estimated 13,125 gallons per day on average with a maximum daily demand estimated at 23,625 gallons per day. See Attachment F (Water Report) for more information on the proposed water system.

The proposed sanitary system uses an 8-inch sanitary sewer main that ties into the existing sewer line on Clancy Avenue. The individual lots will be connected using 4-inch service lines. The built-out development would increase the town system’s average daily demand flow by 4%, meaning the town would operate at 64% capacity. The proposed peak flow would cause the town to operate at 78% capacity. For more information about sanitary sewers, see Attachment G (Wastewater Report)

The proposed development’s other utilities would be served by Grand Valley Power (electrical), Black Hills Energy (gas), and CenturyLink (telecommunications). See Attachment E (Utilities Report) for more information.

The property is not located within a FEMA flood zone, but is located within an area known for mudslides. The existing soils are considered to have a high potential for runoff due to slow infiltration rates. They are rated moderate for susceptibility to sheet or rill erosion by water. The Mesa County Multi-Jurisdictional Hazard Mitigation Plan lists Collbran as having a medium hazard level for

landslides or rockfalls. See Attachment D (Soils Report) and Attachment H (Project Narrative) for more information.

As proposed, the development would begin construction as soon as possible following town approval.

**Zoning analysis:**

The proposed development's property is located in the Low—Medium Density Residential District (R-1) zone. The low medium density residential zone district is intended to provide areas for lower density lots away from the Town Core (MC 18.12.170). The land uses proposed by the applicant, residential single-family dwellings and underground utilities, are permitted uses by right (MC 18.12.180).

In the current subdivision sketch plan, the applicant has not shown specific single-family dwelling designs including building footprints, driveways, or garages. However, the applicant has acknowledged the building dimension requirements set by the town's zoning code for R-1 properties. These include:

- **Minimum lot size:** 6,250 square feet for a single-family dwelling
- **Maximum lot coverage:** 50%
- **Maximum floor area ratio:** 1:1
- **Front yard setback:** 15 feet from the right-of-way or 20 feet from the sidewalk whichever is greater
- **Rear yard setback:** 10 feet
- **Side yard setback:** A minimum of 5 feet or 1/2 the height of the building, whichever is greater
- **Setback from streams and rivers:** 25 feet from the normal high water line

When individual lots are constructed, another review is necessary to determine whether their designs meet the town's building dimension requirements.

**Agency comments:**

Per Town Code 18.24.080, the development application was referred to agencies with possible interest. The following agencies were sent the development application for review: Mesa County Sheriff's Office, Mesa County Planning Department, Colorado Parks and Wildlife, Colorado Department of Transportation, Plateau Valley Fire Protection District, Plateau Valley School District, Grand Valley Power, and Black Hills Energy. Comments received by Wednesday, March 12 are shown below.

***Mesa County Planning Department***

Mesa County Planning has no issues or comments with respect to this subdivision within the city limits of Collbran.

***Colorado Department of Transportation (CDOT)***

Thanks for sending this review to CDOT, we do not have any comments about this subdivision.

### **Colorado Parks and Wildlife (CPW)**

[emphasis added by CPW] The project site falls within winter range, resident population range, and concentration area for **mule deer**; winter range for **elk**; winter range and production area for **turkey**, peripheral range for **mountain lion**; and overall range and human conflict area for **black bear**.

Of the wildlife affected, the biggest concern is human conflict with black bears. Between January 1, 2022 and December 31, 2024, there were approximately 16 black bear incidents reported to CPW related to food source property damage, non-food source property damage, and aggressive behaviors in the Town of Collbran.

In addition, many other wildlife species utilize the area during various times of the year, including but not limited to wild turkey, coyote, red fox, bobcat, numerous small mammals, and songbirds. Various raptors and owls utilize the project area as well. Human food sources associated with residential areas, including garbage, pet food, barbeque grills, and birdfeeders can attract black bears, coyotes, foxes, raccoons, skunks, and other unwanted wildlife. If the Terrell Park Subdivision is considered for approval, the following recommendations are to be made to minimize the potential for human-wildlife conflict:

- All outdoor garbage should be secured in IGBC-certified bear-resistant canisters, if possible, or stored in a structure that prevents black bear access. No trash should be placed outside in an unsecured manner, such as in bags or standard canisters.
- No compost piles should be allowed on the property.
- Landscaping should not include fruit-bearing trees.
- Prohibit backyard poultry, waterfowl, or beehives, and the use of bird feeders.
- Prohibit placement of pet food outside.
- CPW strongly advises that dog runs be strategically placed near homes that allow pets to encourage use. CPW recommends outlining wildlife-friendly fencing requirements in any approval documents. Lack of fencing can lead to wildlife harassment by dogs, and improper fences in residential areas can entangle wildlife. Detailed specifications for [Fencing With Wildlife in Mind](#) can be found on our website.
- Require maintenance of clean grills.
- The HOA should prohibit wildlife feeding via salt blocks or other methods. Except for bird feeders, any type of feeding, baiting, salting, or other means of attracting wildlife is illegal. CPW may cite both homeowners and tenants for violations.
- The homeowners and tenants should be individually responsible for abiding by all wildlife conflict mitigation measures adopted by Mesa County and the HOA.

To view CPW's full comments in their review letter, refer to Attachment I.

### **Notice:**

Staff have determined that the applicant met the meeting notice requirement per Town Code 18.04.060. This included certified mail sent to property owners within 200 feet of the property, notice on the town website and Town Hall, notice to owners of the mineral estate, and notice posted on the subject property.

**Board Review:**

Per Town Code 18.24.100, the Board of Trustees shall consider all the evidence presented by the applicant and other interested parties, comments of review agencies, recommendations of the Town Clerk and the Town's consultants, and comments from the public. At a minimum, the Board of Trustees shall also consider the following criteria:

1. Conformance of the proposal with this Code
2. The compatibility of the proposal with the character of the surrounding area, including, but not limited to, the architectural character of the neighborhood
3. The desirability of the proposed use in the specific area of the Town
4. The potential for adverse environmental effects that might result from the proposed use
5. Conformance of any plan with the appropriate engineering and design standards
6. Additional criteria set forth for rezoning applications in CTC 18.12.120

**RECOMMEND ACTION:**

Pending discussion.

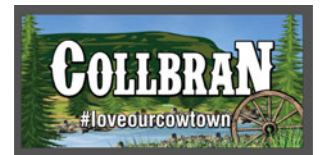
Respectfully Submitted,

Angie Sprang  
Interim Town Administrator

# Terrell Park Subdivision Application

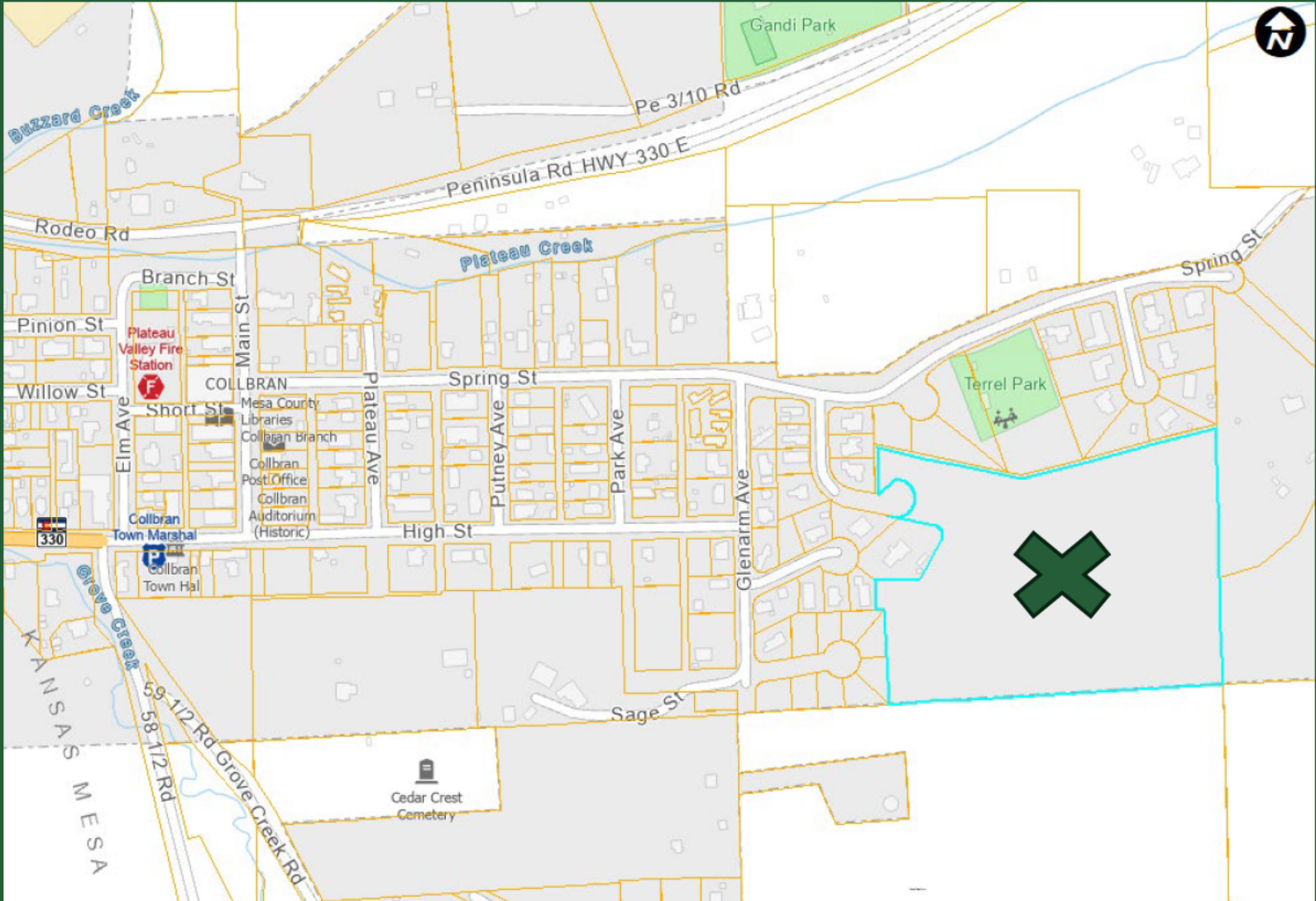
Town Board Meeting

March 18, 2025



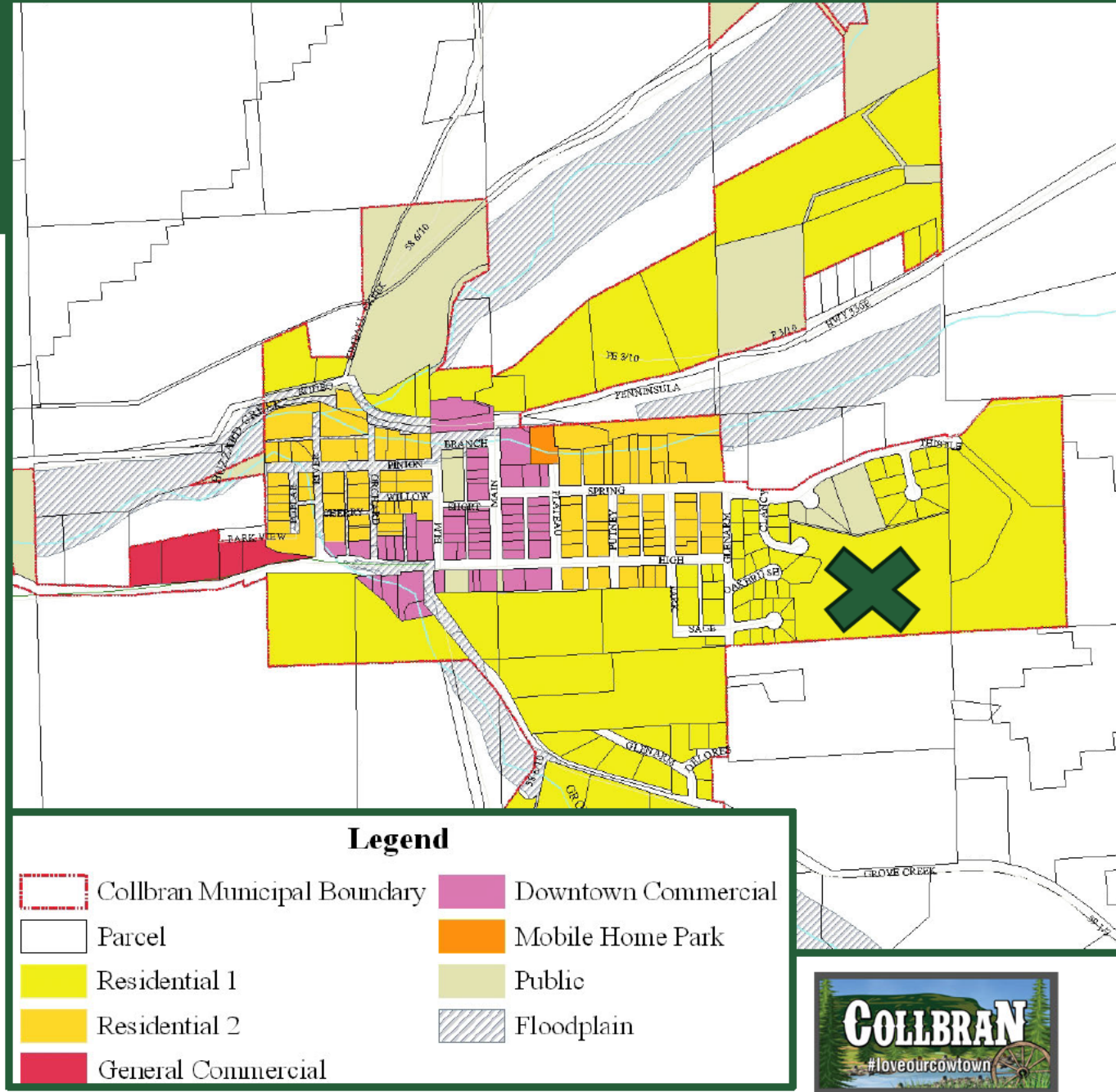


# Site Location



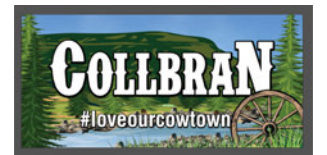
# Site Information

- **Zone:** Residential 1
- **Existing Land Use:** Agricultural



# Site Details

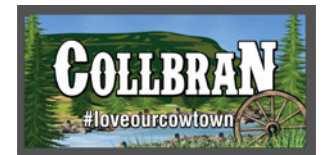
- **Property Area:** 12.42 acres
- **Proposed Division:** 42 single-family residential homes
- **Lot sizes:** 8,000 – 17,000 sq ft.
- **Street widths:** 28 feet





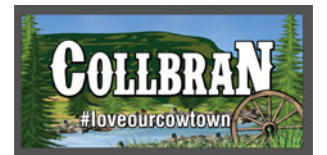
# Zoning information – Residential 1

- **Land uses by right:** single-family dwellings and underground utilities
- **Select building dimensions:**
  - **Minimum lot size:** 6,250 square feet
  - **Maximum lot coverage:** 50%
  - **Front yard setback:** 15 feet from ROW or 20 feet from sidewalk
  - **Rear yard setback:** 10 feet



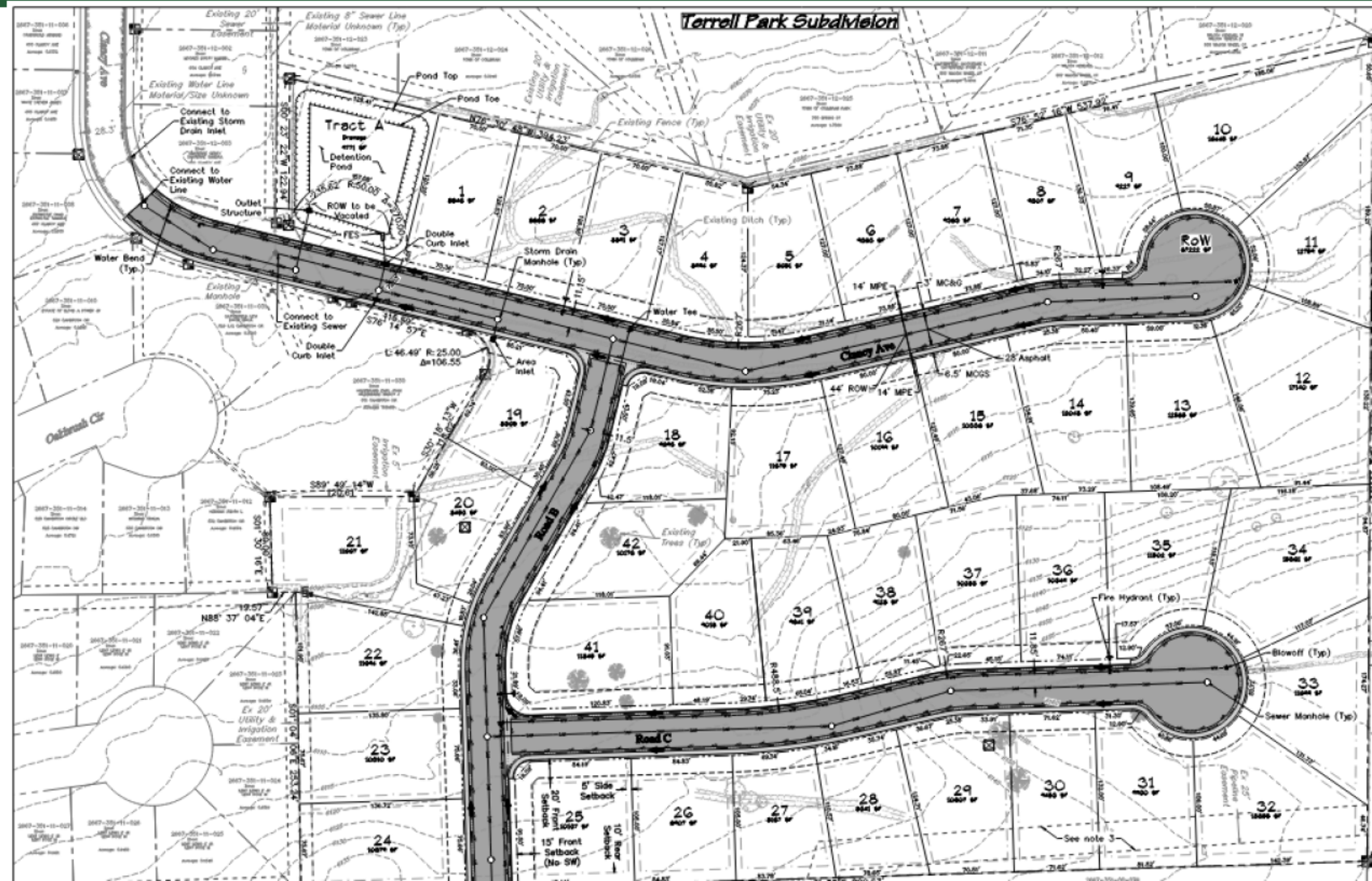
# Application history

- July 30, 2024: Application first sent, determined incomplete
- January 16, 2025: Application resent
- January 28, 2025: Application determined complete



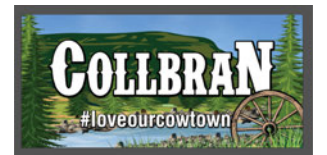
# Proposed Site Plan

- Three streets
- Sidewalks on one side of the street
- One new hydrant



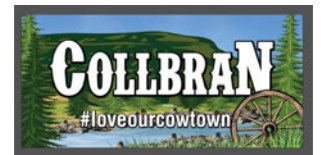
# Agency Comments - CPW

- Recommendations to avoid human conflict with black bears and other wildlife
  - Minimizing opportunities for wildlife to access human food
  - Prohibit backyard poultry, waterfowl, or beehives
  - Place dog runs strategically near homes
  - Use wildlife-friendly fencing to protect wildlife and pets



# Board Minimum Review Criteria

1. Conformance of the proposal with the Town Code
2. Compatibility with the character of the surrounding area, including but not limited to, the architectural character of the neighborhood
3. Desirability of the proposed use in the specific area of the Town
4. The potential for adverse environmental effects that might result from the proposed use
5. Conformance of any plan with appropriate engineering and design standards
6. Additional criteria set for rezoning applications (18.12.120)





**For Town Use Only**  
 Date App. Received: \_\_\_\_\_  
 Fee \$: \_\_\_\_\_  
 Deposit Paid \$: \_\_\_\_\_  
 Application Received by: \_\_\_\_\_

**TOWN OF COLLBRAN  
 APPLICATION FOR MINOR SUBDIVISION  
 Land Use Regulations - Chapter 15 - Section 15.05.030**

**Important - Please Read The Following Information Carefully**

Applicants are encouraged to prepare a separate project narrative to accompany all submitted materials. This narrative should be organized and include a table of contents, page numbers and similar information to facilitate review by town staff and elected/appointed commissions. If a separate narrative is submitted, this application form shall reference the narrative, as necessary.

*It is the applicant's responsibility to obtain, read and understand all the relevant sections of the Collbran Municipal Code applicable to this procedure. Please keep in mind that more than one section of the code may apply to your application. These regulations are available online at <https://townofcollbran.colorado.gov/town-government/municipal-code>. If you do not understand portions of the Code concerning your application, please ask questions. Failure to complete the application, submit **all** the required materials or answer questions completely and accurately may result in a delay and processing or a rejection of the application as incomplete. All fees must be paid in full at the time of application. Public meetings or public hearings will **not** be scheduled for an application until it is deemed complete by the Town. Each applicant should take the time necessary to submit a complete and comprehensive application. Town staff is available to direct the applicant to appropriate sources of information.*

**APPLICANT**

Date: March 21, 2024  
 Name: Andy Azcarraga Owner  Agent   
 Mailing Address: PO Box 2072 Grand Junction, CO 81502  
 Mailing Address for Notices, if different from above: 15381 58 1/2 Rd Collbran, CO 81624  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: 970-250-2453 E-mail: andy@maconcretegj.com

**PROPERTY SUBJECT TO APPLICATION**

Street Address: No address assigned - Parcel number: 2667-351-00-066

Practical Property Description: \_\_\_\_\_

Legal Description (may attach): TRACT B BLK 1 TERRELL'S FIRST ADDITION TO THE TOWN OF COLLBRAN 1ST FIL & ALSO BEG S 1DEG31'27SEC E 638.20FT FR NE COR SEC 35 95W S 77DEG58'13SEC W 537.96FT N 75DEG23'43SEC W 394.20FT S 1DEG38'31SEC W 123.47FT TO PT ON ARC FR WHENCE R PT BRS S 75DEG23'43SEC E 50FT ALG ARC 117.81FT S 75DEG23'43SEC E 115.77FT TO PT OF CVE TO RT FR WHENCE R PT BRS S 14DEG36'17SEC W 25FT ALG 46.67FT S 31DEG33'46SEC W 118.98FT N 88DEG58'57SEC W 120.61FT S 80DEG S 89DEG31'18SEC E 30.02FT S 252.67FT N 89DEG22'43SEC E 882.98FT N 1DEG31'27SEC E 686.43FT TO BEG

**PROPOSED SUBDIVISION/PROJECT NAME** Terrell Park Subdivision

**BRIEF DESCRIPTION OF PROPOSAL** (include number of proposed lots and land use(s), (e.g., residential, commercial, etc.):

Attach additional sheet(s) as necessary.

The proposal is to subdivide the existing 12.42 acre parcel into 42 lots with a tract for stormwater detention. The lots will be for residential construction. All services are available to the parcel or can be extended to the parcel through development.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Proposed Number of Lots and Type of Units (single-family, duplex, other): 42 Residential single-family lots  
 Acreage or Square Feet of Parcel: 8,000-17,000 sq/ft Existing Zoning: Agricultural  
 Surrounding Zoning – North: Residential South: AFT, East: Agricultural, West: Residential,  
 Present Use of Subject Property: Vacant  
 Uses Surrounding Subject Parcel - North: Residential, South: Vacant, East: Residential/Vacant,  
 West: Residential

**UTILITY INFORMATION**

Existing utility main lines currently serving subdivision property:  
 Water  Sewer  Electric  Gas   
 Proposed utility main line extensions to serve subdivision property:  
 Water  Sewer  Electric  Gas   
 Proposed number of new utility service connections within subdivision property:  
 Water 42 Sewer 42 Electric 42 Gas 42

**STREET INFORMATION**

Existing street(s) serving subdivision property: Clancy Ave

Are new streets/alleys or street/alley extensions proposed to serve subdivision?  Yes  No Explain: We will connect to Clancy Ave and extend to the east with a south street connection that has an additional cul-de-sac to the east.

**MISCELLANEOUS**

Variance/exception/waiver requested\*  Yes  No \* Separate application required  
 Development/subdivision improvements agreement required/requested  Yes  No  
 Other: \_\_\_\_\_

Property owner(s) if different from applicant (inclusive of mineral owners/lessees in accordance with C.R.S. § 24-65.5-103.):

Name	Mailing Address	Telephone
1. 5A ENTERPRISES LLC	15381 58 <sup>1</sup> / <sub>2</sub> RD COLLBRAN, CO 81624	970-250-2153
2.		
3.		
4.		

Attach additional sheets if necessary.

**\*\* The Application Shall Address ALL of the submittal requirements specified in Chapter 15 IN ADDITION in addition to this application form:**

**NOTE:** In the event the town must retain outside professional services to process or evaluate an application, the applicant shall bear the costs of same, inclusive of land planning, engineering and legal fees, in addition to the base application fee. A deposit to cover the reasonable anticipated costs for outside professional services will be required at the time of application.

I hereby certify that I am the applicant named above and that the information contained herein and on any attachments hereto is in all respects true and accurate to the best of my knowledge and belief. **I also acknowledge that I must notify all owners of any severed mineral estates associated with the real property subject to this application in accordance with C.R.S. § 24-65.5-103.**

*Andy G... ..*  
 Applicant(s)

Date: 3-21-24

\_\_\_\_\_  
 Applicant(s)

Date: \_\_\_\_\_

---

**For Town Use Only**

**Application Checklist**

- Complete,  Incomplete – Comments: \_\_\_\_\_
- Proof of ownership (deed) for project property.
- Written authorization from property owner(s) for agent (if applicable).
- Site plan.
- Minor subdivision plat.
- List of persons entitled to notice (by name and address).
- Notice for mineral estate owners (if applicable) (See C.R.S. § 24-65.5-103).
- Development/subdivision improvements agreement required/requested.
- Variance/waiver requested and application (if applicable).
- Fee.
- Other \_\_\_\_\_



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, CLARENCE J. TERRELL AND LORRAINE P. TERRELL ARE THE OWNERS OF THAT REAL PROPERTY SITUATED IN THE TOWN OF COLLBRAN, COUNTY OF MESA, STATE OF COLORADO, AND LYING WITHIN THE NE 1/4 Sec. 35, T9S, R95W OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT FROM WHENCE THE NE CORNER OF SAID SEC. 35 BEARS N01°31'27"E 190.28 FT; THENCE S01°31'27"W ALONG THE EAST LINE OF SAID SEC. 35 447.92 FT; THENCE S77°58'13"W 537.96 FT; THENCE N75°23'43"W 394.20 FT; THENCE S01°38'31"W 123.47 FT. TO A POINT ON THE CIRCUMFERENCE OF A CUL-DE-SAC, FROM WHENCE THE RADIUS POINT THEREOF BEARS S75°23'43"E 50.00 FT; THENCE ALONG SAID CIRCUMFERENCE 117.81 FT; THENCE S75°23'43"E 115.77 FT. TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, FROM WHENCE THE RADIUS POINT THEREOF BEARS S14°36'17"W 25.00 FT; THENCE ALONG THE ARC OF SAID CURVE 46.67 FT. TO THE POINT OF TANGENCY; THENCE S31°33'46"W 118.98 FT; THENCE N88°58'57"W 120.61 FT; THENCE S00°00'00"W 80.00 FT; THENCE S89°31'18"E 30.02 FT; THENCE S00°00'00"W 252.67 FT. TO A POINT ON THE SOUTH LINE OF SAID NE 1/4; THENCE S89°22'43"W ALONG THE SOUTH LINE OF SAID NE 1/4 386.29 FT. TO A POINT ON THE EAST CITY LIMIT LINE OF COLLBRAN; THENCE N01°38'31"E ALONG SAID EAST LINE 898.81 FT. TO A FENCE ON THE NORTH SIDE OF AN EXISTING ROAD; THENCE ALONG SAID FENCE WITH THE FOLLOWING COURSES: (S86°19'53"E 374.02 FT; THENCE N58°00'09"E 145.45 FT; THENCE N69°36'44"E 158.37 FT; THENCE N69°19'25"E 186.31 FT; THENCE N80°36'09"E 460.42 FT.) TO THE POINT OF BEGINNING; AND CONTAINING 16.554 ACRES, MORE OR LESS, AS SHOWN BY THE ACCOMPANYING PLAT THEREOF.

THAT THE SAID OWNERS HAVE CAUSED THE SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS TERRELL'S FIRST ADDITION TO THE TOWN OF COLLBRAN FIRST FILING, A SUBDIVISION OF A PART OF THE TOWN OF COLLBRAN, COUNTY OF MESA:

THAT SAID OWNERS DO HEREBY DEDICATE AND SET APART ALL OF THE STREETS AND ROADS AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER AND HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF SUCH UTILITIES AS TELEPHONE AND ELECTRIC LINES, POLES AND CABLES; STORM AND SANITARY SEWER MAINS; WATER MAINS; GAS PIPE LINES AND THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE LABELED AS IRRIGATION EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF IRRIGATION DITCHES, FLUMES AND CONDUITS;

THAT ALL EXPENSES FOR INSTALLATION OF UTILITIES OR DITCHES REFERRED TO ABOVE, FOR GRADING OR LAND-SCAPING, AND FOR STREET GRAVLEING OR IMPROVEMENTS SHALL BE FINANCED BY THE SELLER OR PURCHASER ..... NOT THE TOWN OF COLLBRAN.

IN WITNESS WHEREOF, SAID OWNERS CLARENCE J. TERRELL AND LORRAINE P. TERRELL HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS 10th Day of October, A.D., 1974.

By Clarence J. Terrell  
CLARENCE J. TERRELL

By Lorraine P. Terrell  
LORRAINE P. TERRELL

STATE OF COLORADO )  
 ) ss.  
COUNTY OF M E S A)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th Day of October, A.D., 1974, BY OWNERS CLARENCE J. TERRELL AND LORRAINE P. TERRELL.

My Commission Expires August 16, 1978  
WITNESS MY HAND AND OFFICIAL SEAL.

H. Kenneth Henry  
NOTARY PUBLIC



CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
 ) ss.  
COUNTY OF M E S A)

Reception No. 1078182

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 2:32 O'CLOCK P.M., Oct. 21, A.D., 1974, AND IS DULY RECORDED IN PLAT BOOK No. 11, PAGE 127 + 128

Annice M. Hinton  
CLERK & RECORDER

By \_\_\_\_\_  
DEPUTY  
FEES \$20.00

TOWN APPROVAL

THIS PLAT OF TERRELL'S FIRST ADDITION TO THE TOWN OF COLLBRAN FIRST FILING, A SUBDIVISION OF THE TOWN OF COLLBRAN, COUNTY OF MESA AND STATE OF COLORADO, WAS APPROVED AND ACCEPTED THIS 9th DAY OF Oct. A.D., 1974 BY:

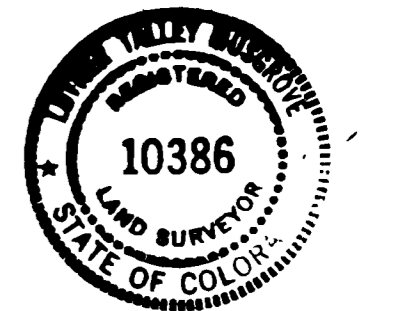
Thomas M. Hull  
MAYOR

Lloyd Freeman  
ATTORNEY AT LAW

ENGINEERS' CERTIFICATE

I, LUTHER T. MUSGROVE, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT OF TERRELL'S FIRST ADDITION TO THE TOWN OF COLLBRAN FIRST FILING, A SUBDIVISION OF A PART OF THE TOWN OF COLLBRAN, COUNTY OF MESA HAS BEEN PREPARED UNDER MY DIRECTION, AND ACCURATELY REPRESENTS A FIELD SURVEY OF SAME.

By Luther T. Musgrove  
REGISTERED LAND SURVEYOR, L.S. 10386



COUNTY SURVEYORS' CERTIFICATE

APPROVED FOR CONTENT AND FORM ONLY AND NOT TO THE ACCURACY OF SURVEYS, CALCULATIONS OR DRAFTING. PURSUANT TO C. R. S. 1963, 136-2-2 AS AMENDED.

By Roger C. Head DATE: 10/16/74  
MESA COUNTY SURVEYOR

TERRELL'S FIRST ADDITION  
TO THE TOWN OF COLLBRAN  
FIRST FILING  
MESA COUNTY, COLORADO

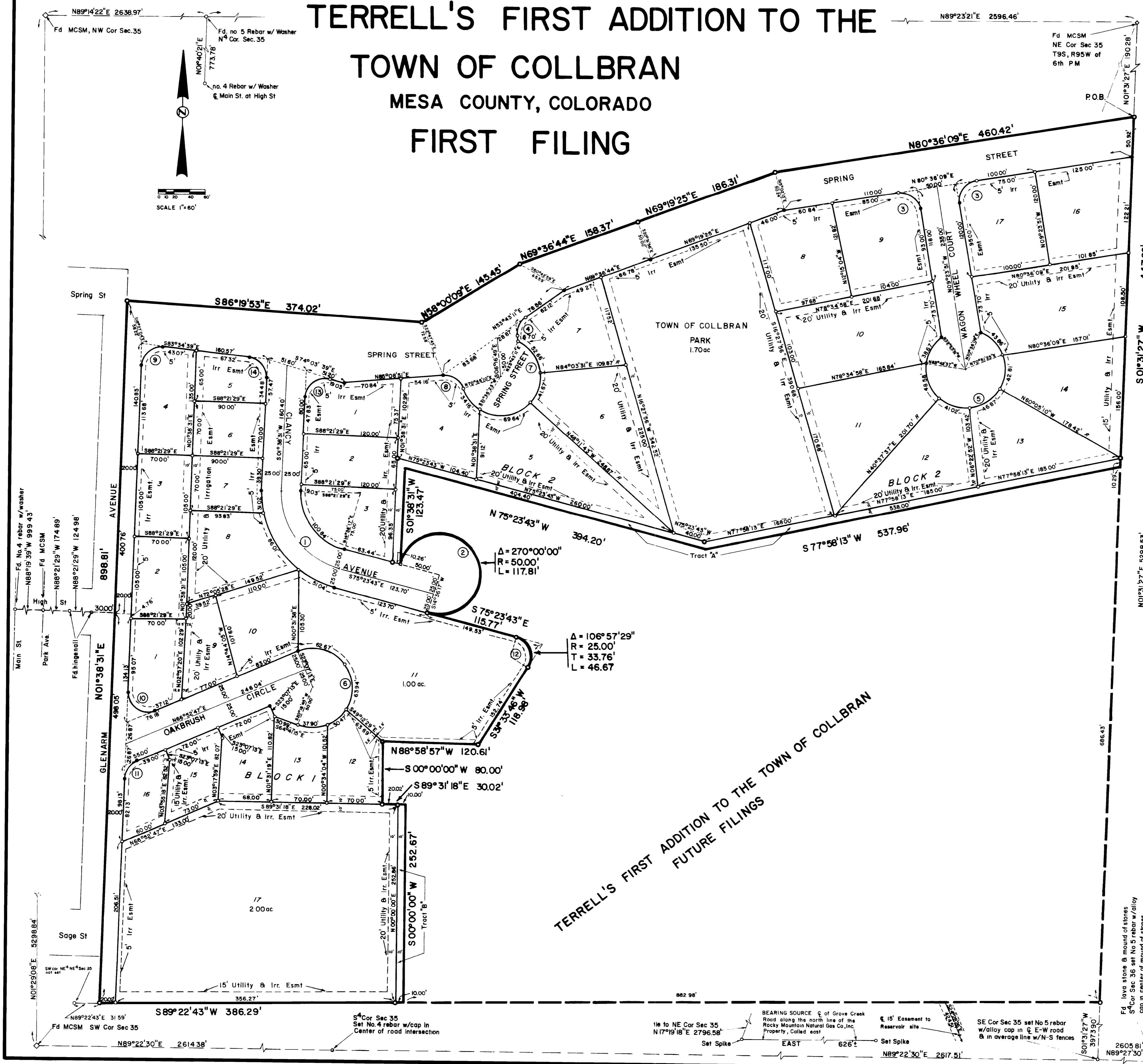
FOR  
CLARENCE J. TERRELL &  
LORRAINE P. TERRELL  
2418 SOUTH CRYSTAL COURT  
GRAND JUNCTION, COLORADO  
PHONE 243-7449

BY  
MUSGROVE  
SURVEYING

656 31 ROAD  
GRAND JUNCTION, COLORADO 81501  
PHONE 303-434-7089

OCTOBER 7, 1974  
FILE 73-06-06  
SHEET 1/2

# TERRELL'S FIRST ADDITION TO THE TOWN OF COLLBRAN MESA COUNTY, COLORADO FIRST FILING



CURVE DATA				
CURVE No	Δ	RADIUS	TANGENT	LENGTH
①	77° 02' 14"	6100.00'	79.60'	134.46'
②	270° 00' 00"	650.00'	25.00'	117.81'
③	90° 00' 00"	625.00'	25.00'	39.27'
④	60° 00' 00"	625.00'	14.43'	26.18'
⑤	300° 00' 00"	50.00'		261.80'
⑥	223° 25' 58"	50.00'		194.98'
⑦	227° 01' 59"	50.00'		198.12'
⑧	75° 36' 19"	25.00'	19.39'	32.99'
⑨	94° 46' 50"	25.00'	27.18'	41.36'
⑩	114° 45' 44"	25.00'	39.06'	50.07'
⑪	65° 14' 16"	25.00'	16.00'	28.47'
⑫	106° 57' 29"	25.00'	33.76'	46.67'
⑬	104° 17' 50"	25.00'	32.17'	45.51'
⑭	85° 13' 10"	25.00'	23.00'	37.18'

- LEGEND
- ◇ Found MCSM
  - Perimeter Monument, set no 5 rebar 36" long w/alloy cap, in concrete
  - Block Monument, set no 5 rebar 36" long w/plastic cap
  - Lot corner, set no 5 rebar 24" long w/plastic cap
  - \* Radial line

AREA SUMMARY			
	acres	%	no
Lots	11.054	66.78	34
Streets	3.50	21.14	—
Park	1.70	10.27	1
Tracts	0.30	1.81	2
<b>Total</b>	<b>16.554</b>	<b>100.00</b>	<b>—</b>

TERRELL'S FIRST ADDITION  
TO THE TOWN OF COLLBRAN  
Mesa County, Colorado  
FIRST FILING

for  
Clarence J. Terrell & Lorraine P. Terrell  
2418 So. Crystal Court  
Grand Junction, Colorado 81501  
Phone 243-7449

by  
MUSGROVE SURVEYING

656 31 Road  
Grand Junction, Colo 81501  
October 7, 1974

Phone 303-434-7089  
File 73-06-06  
Sheet 2/2

TERRELL'S FIRST ADDITION TO THE TOWN OF COLLBRAN  
FUTURE FILINGS





**PROPOSED ZONING SUMMARY**

Zoning: R-1  
 Min Lot Size: 6,250 FT  
 Min Lot Width: 40 FT  
 Min Lot Frontage: 20 FT  
 Min Setbacks  
 Front: 15\* FT  
 Rear: 10 FT  
 Side: 5 FT  
 Max Height (Building): 35 FT  
 Max Floor Area Ratio: 1:1  
 Max Lot Coverage: 50%

\*15 feet from the right-of-way or 20 feet from the sidewalk. Whichever is greater.

**SITE BREAKDOWN**

Lots (42) (Residential Single Family)	10.188 ac	82.1%
Tract A (Drainage - HOA)	2.002 ac	16.1%
Right of Way	0.224 ac	1.8%
Total	12.358 ac	100.0%
Right of Way (to be vacated)	0.097 ac	

# Terrell Park Subdivision

2667-351-00-066

Collbran, Colorado 81624

## CONSTRUCTION PLANS

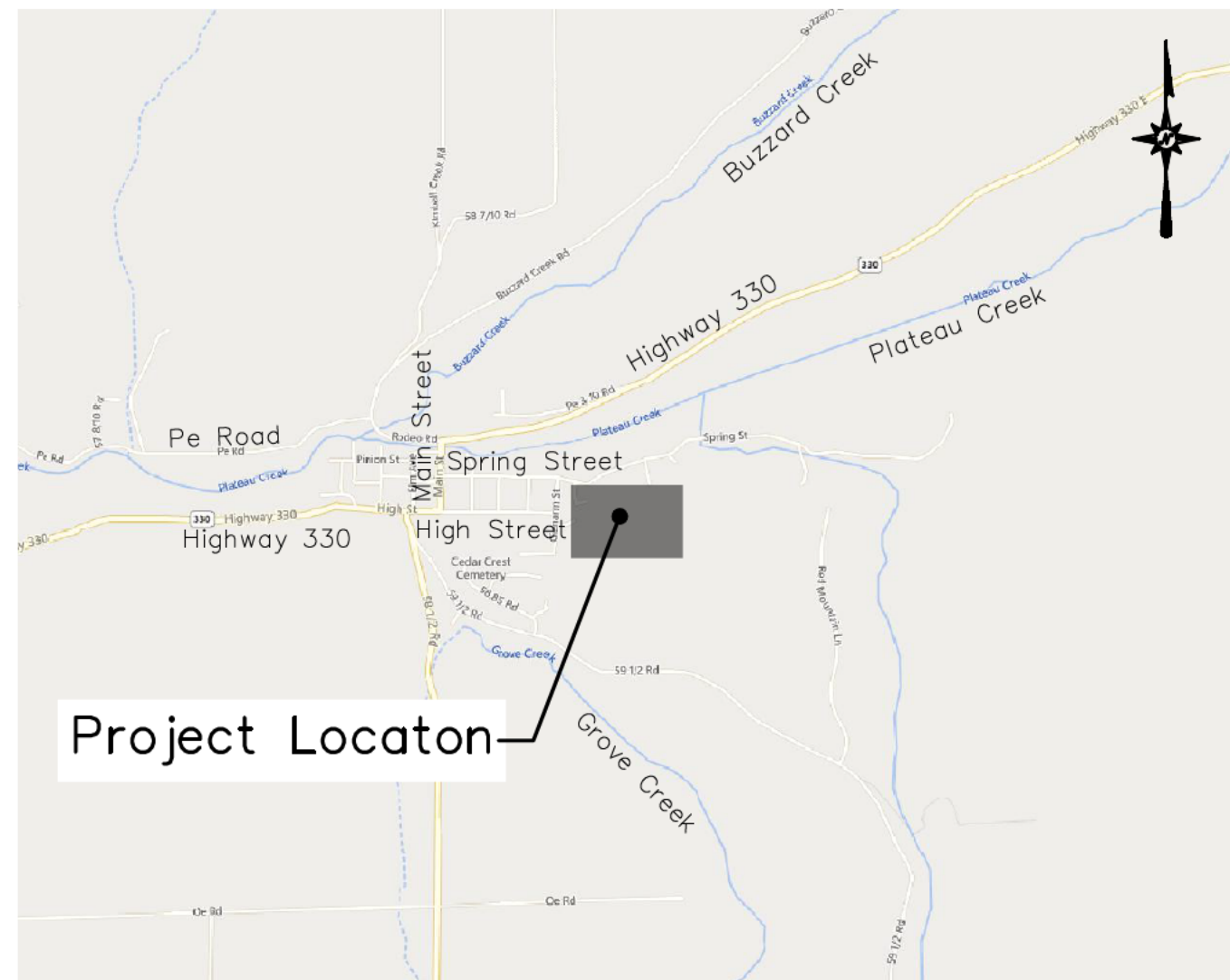
Prepared for:

### 5A INVESTMENTS, LLC

**DRAFT**  
 Review Set  
 (NOT FOR CONSTRUCTION)

**INDEX OF SHEETS**

Sheet No.	Description
C1	Cover Sheet
C2	Sketch Plan



**PROJECT LOCATION MAP**  
 (1" = 2,000')



**PROJECT OVERVIEW**  
 (1" = 300')

**DESIGN TEAM CONTACTS**

**OWNER/DEVELOPER:**  
 5A INVESTMENTS, LLC  
 Andy Azcaragga  
 970.243.3221  
 andy.maconcrete@gmail.com

**CIVIL:**  
 RIVER CITY CONSULTANTS, INC.  
 Jeff Mace  
 215 Pitkin Ave, # 201  
 Grand Junction, CO 81501  
 970.241.4722  
 jmace@rccwest.com

**SURVEY:**  
 RIVER CITY CONSULTANTS, INC.  
 Alec Thomas  
 215 Pitkin Ave, # 101  
 Grand Junction, CO 81501  
 970.241.4722  
 athomas@rccwest.com

**UTILITY CONTACTS**

Sewer - Town of Collbran	Contact.....970-985-0245
Water - Town of Collbran	Contact.....970-985-0245
Electric - Grand Valley Power	Contact.....970-242-0040
Gas - Black Hills Energy	Contact.....970-808-5042
Phone - CenturyLink	Contact.....970-244-2626
Cable - Dish Network	Contact.....833-815-1274
Irrigation - Collbran Conservancy District	Contact.....970-487-3306

**LEGEND**

	Toe of Slope		Existing/Proposed Manholes
	Top of Slope		Area Inlet/Curb Inlet/FES
	Edge of Asphalt		Fire Hydrant/Blowoff
	Edge of Concrete		Valve/Thrustblock
	Edge of Gravel		Utility Pedestal/Transformer
	Flowline		Decid Tree/Conif Tree
	Existing Wire Fence		Utility Pole/Guy Wire
	Existing Chain Fence		Survey Monuments - Cap/Rebar
	Existing Wood Fence		Proposed Asphalt
	Existing Major Contour		Proposed Concrete
	Existing Minor Contour		Concentrated Flow Direction
	Existing Sanitary Sewer		
	Existing Parcel Boundary		
	Proposed Parcel Boundary		
	Proposed Easement		
	Proposed Lot Line		
	Proposed Right of Way		
	Proposed Storm Drain Line		
	Proposed Sanitary Sewer Line		
	Proposed Water Line		

**LIST OF ABBREVIATIONS**

ABC	Aggregate Base Course	MH	Manhole
AC	Acre	MIN	Minimum
BLDG	Building	MPE	Multi-Purpose Easement
CGS	Curb, Gutter & Sidewalk	MTR	Meter
CL	Center Line OR Class	N	Northing Coordinate
E	Easting Coordinate	NTS	Not to Scale
EGTC	Electric, Gas, Telephone, Cable	PR	Proposed
EL	Elevation	R	Radius
ELEC	Electric	RCP	Reinforced Concrete Pipe
EOA	Edge of Asphalt	RoW	Right of Way
ESMT	Easement	SVC	Service
EX	Existing	SW	Sidewalk
FES	Flared End Section	TYP	Typical
FH	Fire Hydrant	UNO	Unless Noted Otherwise
FL	Flow Line	VC&G	Vertical Curb & Gutter
IRR	Irrigation	VCGS	Vertical Curb, Gutter, & Sidewalk
MC&G	Mountable Curb & Gutter	WM	Water Meter
MCGS	Mountable Curb, Gutter, & Sidewalk	WTR	Water

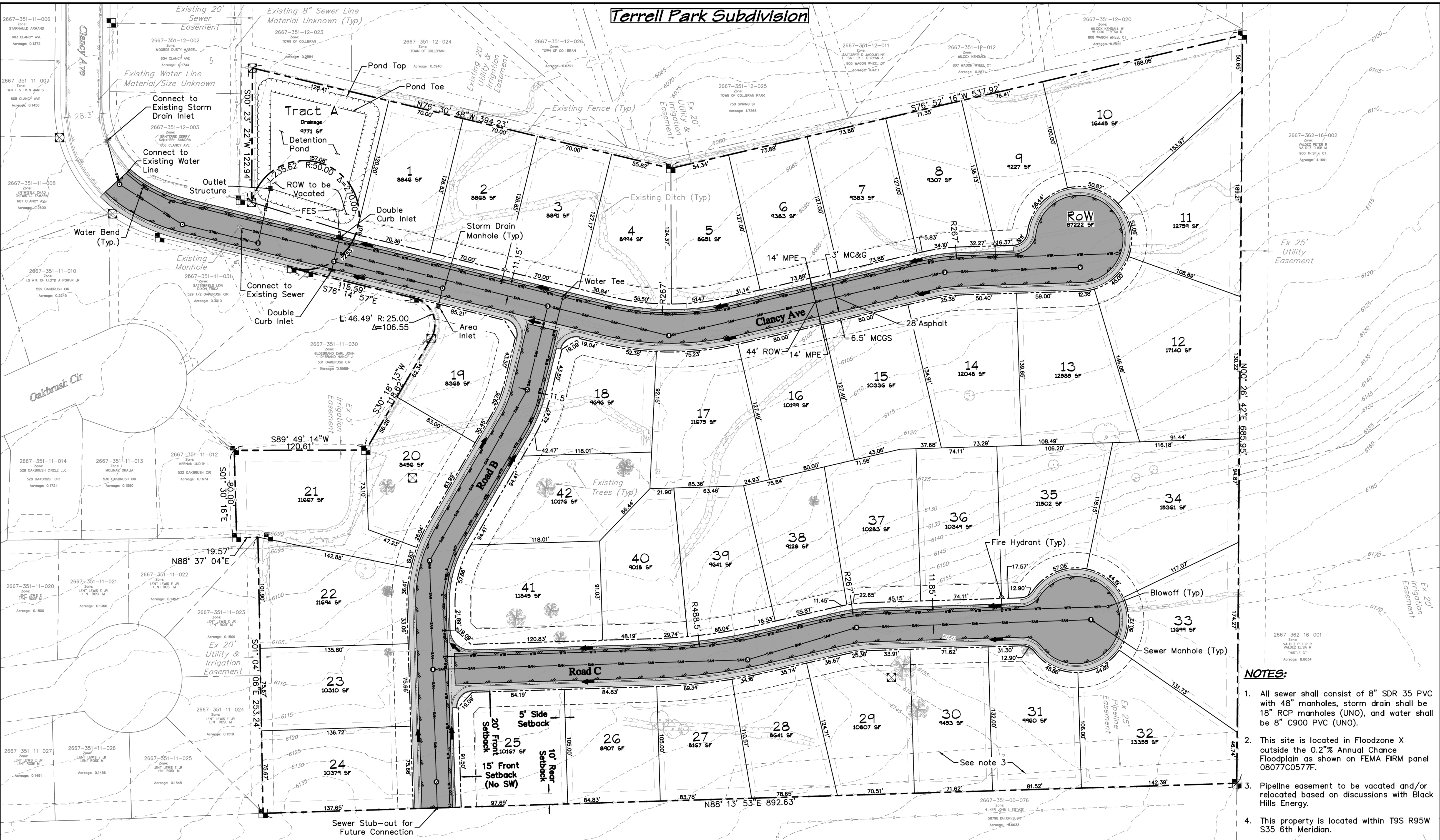
ACCEPTANCE BLOCK  
 ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE

Town of Collbran \_\_\_\_\_ Date \_\_\_\_\_

PROJECT PHASE: Preliminary/Review  
 DATE ISSUED: 15-Jan-2025  
 REVISION  
 NO. DATE  
 DRAWN BY: jwm  
 CHECKED BY: jwm  
 PROJECT # 1330-005  
 ORIGINAL SHEET SIZE: 22 x 34  
 RIVER CITY CONSULTANTS  
 115 Pitkin Avenue, Unit 201  
 Grand Junction, CO 81501  
 Phone: 970.241.4722  
 Fax: 970.241.4723  
 www.rccwest.com  
 5A INVESTMENTS, LLC  
 Terrell Park Subdivision  
 Cover Sheet  
 C1



# Terrell Park Subdivision



- NOTES:**
- All sewer shall consist of 8" SDR 35 PVC with 48" manholes, storm drain shall be 18" RCP manholes (UNO), and water shall be 8" C900 PVC (UNO).
  - This site is located in Floodzone X outside the 0.2% Annual Chance Floodplain as shown on FEMA FIRM panel 08077C0577F.
  - Pipeline easement to be vacated and/or relocated based on discussions with Black Hills Energy.
  - This property is located within T9S R95W S35 6th Meridian.

**811 UNCC**  
 Know what's below. Call before you dig.  
 800.922.1987  
 www.uncc.org  
 CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRAD, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**Project Benchmark**  
 PRIMARY BENCH MARK 2" BLUE MORASSE CAP  
 TOP BACK OF CURB  
 COLBRAN  
 NORTHING: 75519.817262  
 EASTING: 101924.624337  
 ELEVATION: 6036.897  
 DATUM SOURCE: MCLCS Zone "MCA" (NAVD 88)

**SCALE (FEET)**

HORIZONTAL: 0 40 80  
 VERTICAL: N/A  
 CONTOUR INTERVAL: 5 FT

PROJECT PHASE: Preliminary/Review DATE ISSUED: 15.Jan.2025

NO.	DATE	REVISION	BY

S:\PROJECTS\1330 Mond Enterprises\005 Colbran Project\Design\DWG\05-Sheet\1330-005 Sketch Plan.dwg [Sketch Plan] 1/15/2025 6:17:48 AM

PRELIMINARY

**RIVER CITY CONSULTANTS**  
 215 Pitkin Avenue, Unit 201 Phone: 970.241.4722  
 Grand Junction, CO 81501 Fax: 970.241.9841  
 www.rcwest.com  
 DRAWN BY: tmv PROJECT: 1330-005  
 CHECKED BY: jwm  
 ORIGINAL SHEET SIZE: 22 x 34

**5A INVESTMENTS, LLC**

*Terrell Park Subdivision*  
 Sketch Plan

C2



# Soils Report

## Terrell Park Minor Subdivision

January 10, 2025

Prepared for:  
5A Enterprises, LLC

Prepared by:



215 Pitkin Ave, Unit 201  
Grand Junction, CO 81501  
Phone: (970) 241-4722  
Fax: (970) 241-8841

Job No. 1330-005



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<b>V. Conclusion</b> .....	<b>3</b>
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NRCS Soil Survey - K Factor, Whole Soil .....	C

## I. Introduction

### A. Background

The purpose of this Soils Report is to provide a detailed study and analysis of the existing soils conditions on site.

### B. Project Location

The proposed project site is located in Collbran, Colorado at the south end of Clancy Ave. The current project parcel number is 2667-351-00-066.

Access to the site will be from the south side of Clancy Ave at the proposed entrance for the project site. The surrounding area contains a mix of uses including existing subdivisions. The proposed project site is zoned Residential 1, along with the parcels located directly to the east and to the south of the site. The Terrells 1<sup>st</sup> Add is zoned as residential 1 and is located to the north and the east of the parcel and the Mazaros Sub is located on the east side of the parcel and is zoned as Agricultural. See **Appendix A** for a vicinity map.

### C. Project Description

The current project parcel is approximately 12.42 acres of undeveloped land. The site is currently zoned Residential 1. The parcel is being subdivided into 42 lots for single-family residential homes.

Existing vegetation at the proposed project site consists of pockets of pinyon forest with established undergrowth of grasses and shrubs, and high desert cover of low-density grasses and sage.

## II. Existing Soil Conditions

Web Soil Survey obtained from the NRCS website shows soils present at the site consist mostly of Cerro silty clay loam with 6-12 percent slopes (84%) as well as Borpark stony loam, with 40-75 percent slopes (16%). Both soils are classified as Hydrologic Soil Group C. The Hydrological Soil Groups range from Group A - Group D and is based on estimates of runoff potential. Group A soils have a high infiltration rate (low runoff potential). In contrast, Group D soils have a very slow infiltration rate (high runoff potential). The soils on site are classified as Group C, therefore they have a slow infiltration rate when thoroughly wet. These soils also have a slow rate of water transmission. This location is within an area that is considered to have a high runoff potential according to the Collbran Area Hazards map in the Comprehensive Plan.

The Whole K factor for the site ranges from 0.15 to 0.32. The majority of the site (84%) is Cerro silty clay loam with a rating of 0.32. The K factor indicates the susceptibility of a soil to sheet and rill erosion by water. K values range from 0.02 to 0.69, and other factors being equal, the higher the K factor value, the more susceptible the soil is to sheet and rill erosion by water. **NRCS Soil information for the site is provided in Appendix B-C.**

### III. Conclusion

The existing soils located on the parcel for the proposed Terrell Park Subdivision are considered to have a high potential for runoff due to having a slow infiltration rate. However, they are rated moderate for susceptibility to sheet or rill erosion by water. The subdivision is located in an area known to have high runoff potential.

### IV. References

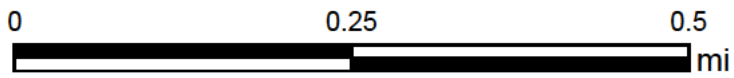
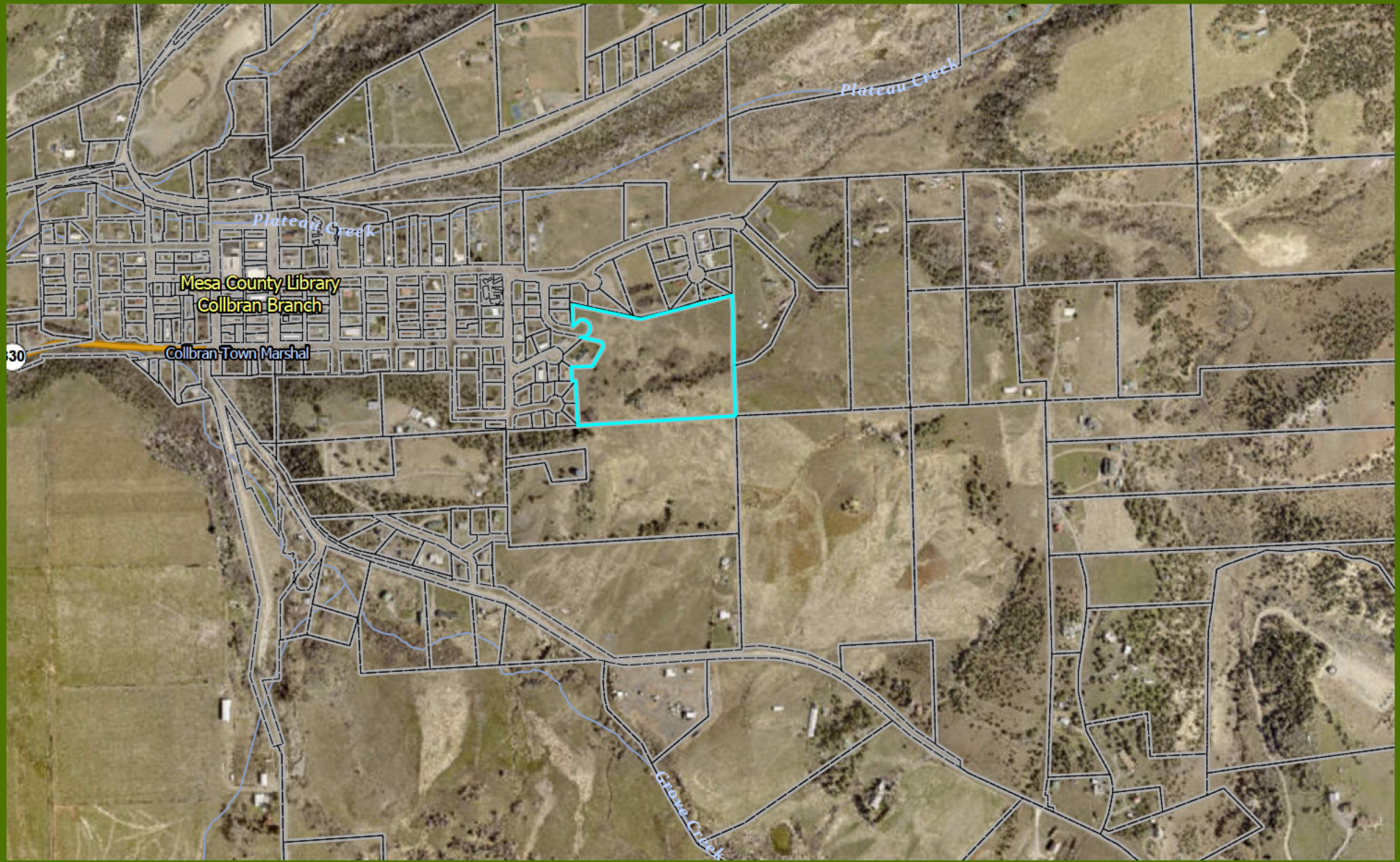
1. Town of Collbran 2035 Comprehensive Plan,  
<https://townofcollbran.colorado.gov/sites/townofcollbran/files/documents/2035%20Collbran%20Comprehensive%20Plan.pdf>
2. Mesa County Colorado GIS Website,  
<https://emap.mesacounty.us/viewer/>
3. Natural Resources Conservation Service National Cooperative Soils Survey Website,  
<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.

# **APPENDIX A**

## **1. Vicinity Map**



# Vicinity Map



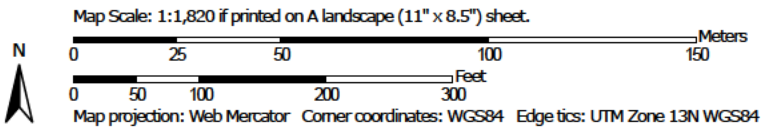
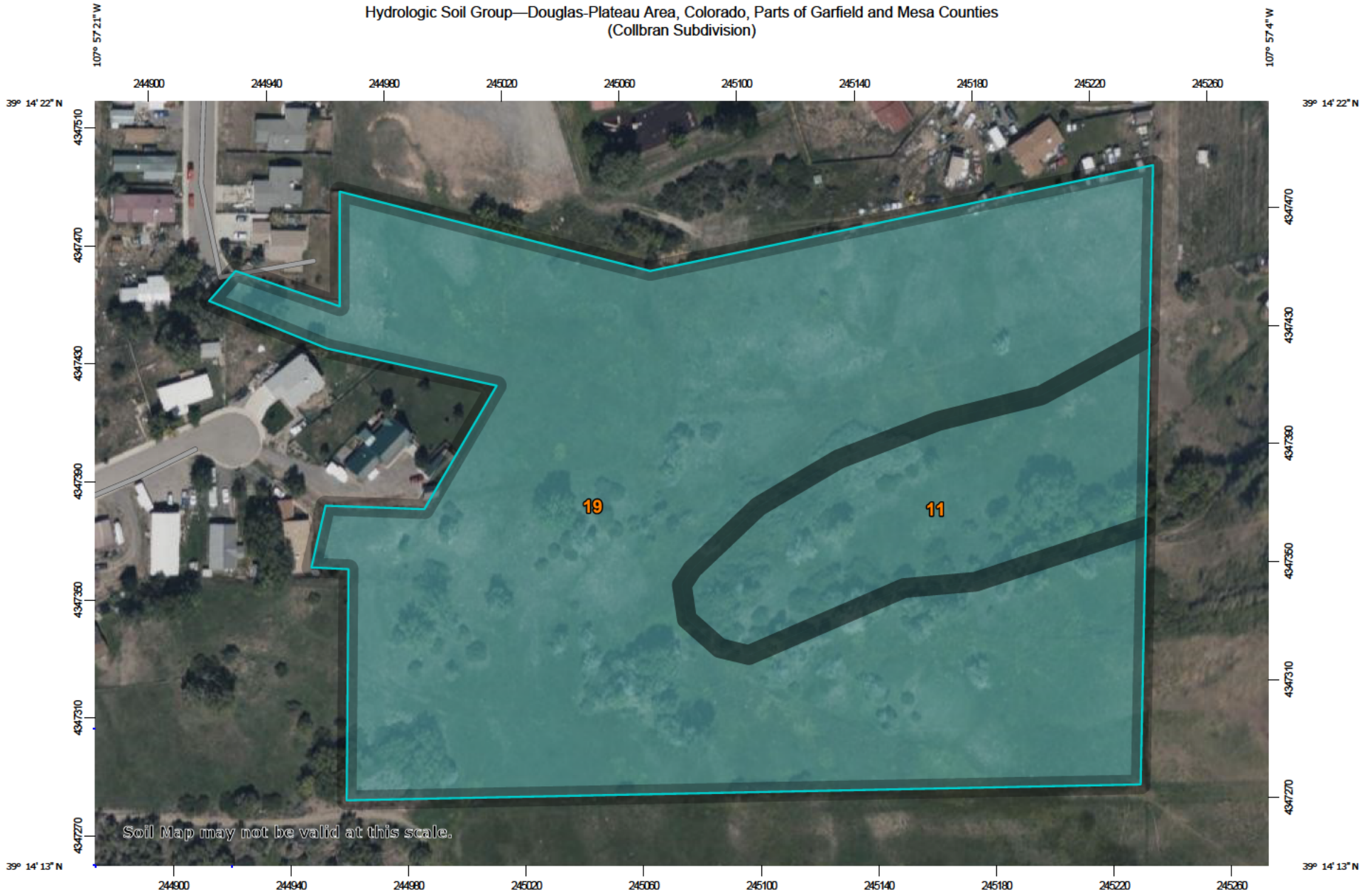
Printed: 4/8/2024  
1 inch equals 0 miles  
Scale: 1:9,028

# **APPENDIX B**

- 1. NRCS Soils Survey – Hydrologic Soil Group**




Hydrologic Soil Group—Douglas-Plateau Area, Colorado, Parts of Garfield and Mesa Counties  
(Collbran Subdivision)



## MAP LEGEND

### Area of Interest (AOI)









 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons





 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines


 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points






 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available


### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Douglas-Plateau Area, Colorado, Parts of Garfield and Mesa Counties  
 Survey Area Data: Version 16, Aug 22, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 25, 2021—Sep 5, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
11	Borpark stony loam, 40 to 75 percent slopes	C	2.0	16.0%
19	Cerro silty clay loam, 6 to 12 percent slopes	C	10.7	84.0%
<b>Totals for Area of Interest</b>			<b>12.8</b>	<b>100.0%</b>

### Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

### Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff: None Specified*

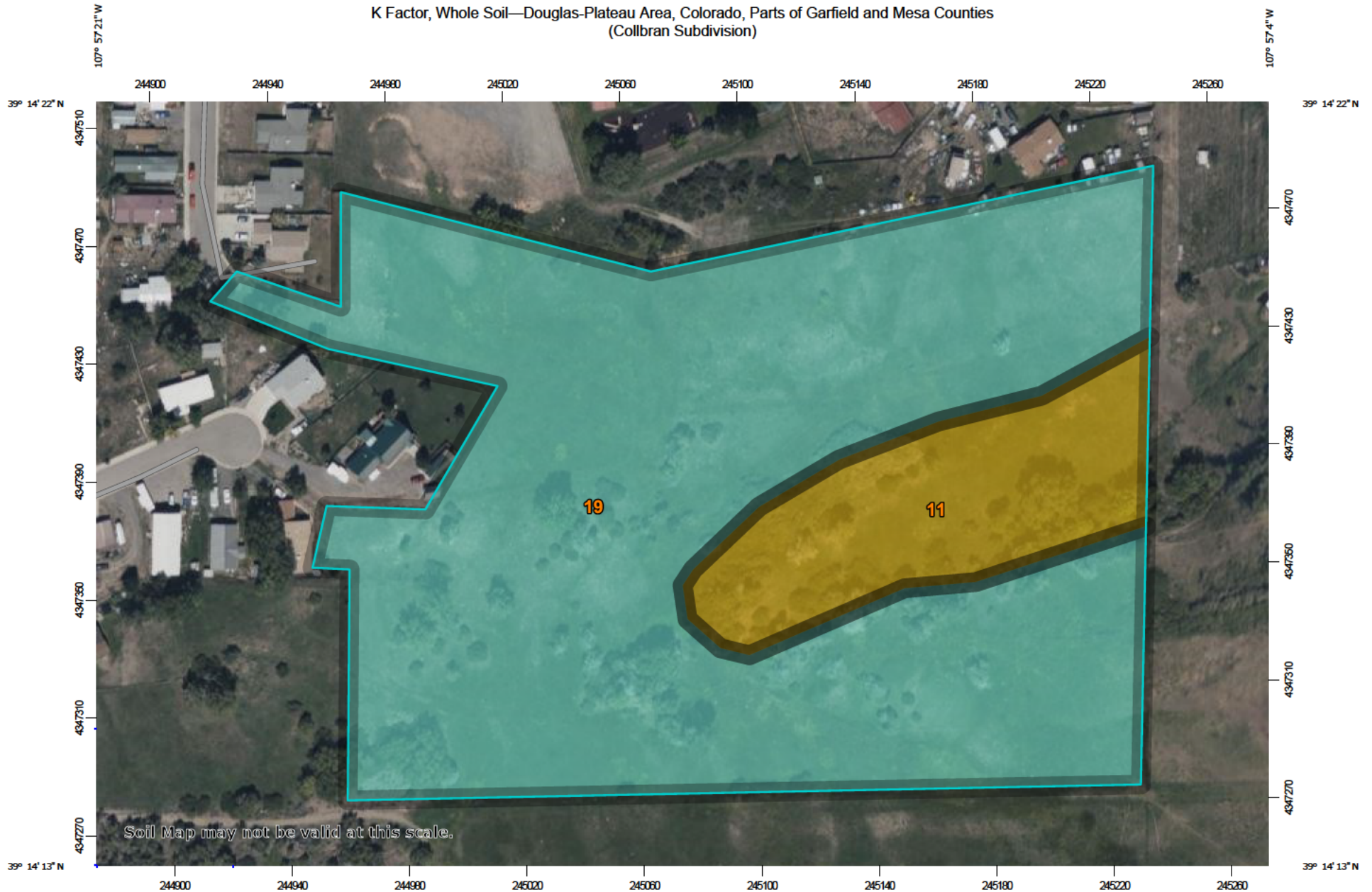
*Tie-break Rule: Higher*

# **APPENDIX C**

- 1. NRCS Soils Survey – K Factor, Whole Soil**

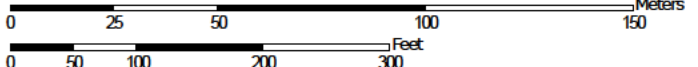


K Factor, Whole Soil—Douglas-Plateau Area, Colorado, Parts of Garfield and Mesa Counties  
(Collbran Subdivision)



Soil Map may not be valid at this scale.

Map Scale: 1:1,820 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84






K Factor, Whole Soil—Douglas-Plateau Area, Colorado, Parts of Garfield and Mesa Counties  
(Collbran Subdivision)
















**MAP LEGEND**

**Area of Interest (AOI)**







 Area of Interest (AOI)










**Soils**

**Soil Rating Polygons**
















-  .02
-  .05
-  .10
-  .15
-  .17
-  .20
-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

**Soil Rating Lines**








-  .02
-  .05
-  .10
-  .15
-  .17
-  .20

-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

**Soil Rating Points**

-  .02
-  .05
-  .10
-  .15
-  .17
-  .20
-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

**Water Features**

-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

**MAP INFORMATION**

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.  
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Douglas-Plateau Area, Colorado, Parts of Garfield and Mesa Counties  
Survey Area Data: Version 16, Aug 22, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 25, 2021—Sep 5, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## K Factor, Whole Soil

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
11	Borpark stony loam, 40 to 75 percent slopes	.15	2.0	16.0%
19	Cerro silty clay loam, 6 to 12 percent slopes	.32	10.7	84.0%
<b>Totals for Area of Interest</b>			<b>12.8</b>	<b>100.0%</b>

### Description

Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and saturated hydraulic conductivity (Ksat). Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

"Erosion factor Kw (whole soil)" indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Factor K does not apply to organic horizons and is not reported for those layers.

### Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Layer Options (Horizon Aggregation Method):* Surface Layer (Not applicable)

Utilities Report

# Terrell Park Subdivision

January 10, 2025

Prepared for:

5A Enterprises, LLC

Prepared by:



215 Pitkin Ave, Unit 201  
Grand Junction, CO 81501  
Phone: (970) 241-4722  
Fax: (970) 241-8841

Job No. 1330-005

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<b>III. Phone &amp; Cable</b> .....	<b>2</b>
<b>IV. Conclusion</b> .....	<b>3</b>

## **I. Introduction**

### **A. Background**

The purpose of this Utility Report is to identify all utility companies that will provide service to Terrell Park Subdivision. The report includes the utility providers and a brief description of the initial review. River City Consultants contacted each utility provider to determine if supply is feasible and if there were any initial concerns.

### **B. Project Location**

The proposed project site is located in Collbran, Colorado at the south end of Clancy Ave. The current project parcel number is 2667-351-00-066.

Access to the site will be from the south side of Clancy Ave at the proposed entrance for the project site. The surrounding area contains a mix of uses including existing subdivisions. The proposed project site is zoned Residential 1, along with the parcels located directly to the east and to the south of the site. The Terrells 1<sup>st</sup> Addition is zoned as residential and is located to the north and the east of the parcel and the Mazaros Subdivision is located on the east side of the parcel and is zoned as Agricultural.

### **C. Project Description**

The current project parcel is approximately 12.44 acres of undeveloped land. The site is currently zoned Residential 1. The parcel is being subdivided into 42 parcels that includes single-family residential lots.

Existing vegetation at the proposed project site consists of pockets of pinyon forest with established undergrowth of grasses and shrubs, and high desert cover of low-density grasses and sage.

## **II. Gas & Electric**

The gas provider for the proposed subdivision is Black Hills Energy. Mark Fadick is our contact for this area and his response was that we could supply this subdivision with an existing gas line that currently runs along the north side of the subject parcel. Continued coordination will be done throughout the design process.

There is currently an easement that runs along the southeastern portion of the subject parcel and RCC is working with Black Hills Energy to determine what line is installed in this area and whether it is installed within the easement. Based off imagery from 2007, it appears the line was installed south of the parcel boundary. If this is the case, the easement will be vacated, and lot layout will remain as-is.

The electric provider is Grand Valley Power and Mike Gardner is our contact for this area. Mike has been contacted and expressed no concern for providing service to this site.

## **III. Phone & Cable**

CenturyLink is the provider for phone and cable and Chris Johnson is the contact person for CenturyLink. Chris has been contacted with no response. Coordination with Chris will also continue as we progress in design.

#### **IV. Conclusion**

Coordination with all utility providers will continue throughout the design process. No concerns regarding these utilities have been identified at this time. All these utilities are designed to be located within the Multi-Purpose Easement, which is within a 14' offset from the proposed Right-of-Way Line.



Water Report

# Terrell Park Subdivision

January 10, 2025

Prepared for:  
5A Enterprises, LLC

Prepared by:



215 Pitkin Ave, Unit 201  
Grand Junction, CO 81501  
Phone: (970) 241-4722  
Fax: (970) 241-8841

Job No. 1330-005

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<b>V. References .....</b>	<b>5</b>

# APPENDIX

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## **Engineer's Certification**

I hereby certify that the Utility Report for the design of **Terrell Park Subdivision** was prepared by me, or under my direct supervision, in accordance with the provisions of the Town of Collbran Colorado, Public Works Manual, for the owners thereof.

Craig Rothluebber, PE

# I. Introduction

## A. Background

The purpose of this Water Report is to provide a detailed study and analysis of the proposed developments waterline. The report includes calculations for all water system demands for all appurtenances within the proposed Terrell Park Subdivision development.

## B. Project Location

The proposed project site is located in Collbran, Colorado at the south end of Clancy Ave. The current project parcel number is 2667-351-00-066.

Access to the site will be from the south side of Clancy Ave at the proposed entrance for the project site. The surrounding area contains a mix of uses including existing subdivisions. The proposed project site is zoned Residential 1, along with the parcels located directly to the east and to the south of the site. The Terrells 1<sup>st</sup> Addition is zoned as residential and is located to the northeast as well as the west side of the parcel and the Mazaros Subdivision is located on the southwest side of the parcel and is zoned as Agricultural. See **Appendix A** for a vicinity map.

## C. Project Description

The current project parcel is approximately 12.44 acres of undeveloped land. The site is currently zoned Residential 1. The parcel is being subdivided into 42 parcels that includes single-family residential parcels as well as the associated Right of Way and Drainage Tract.

Existing vegetation at the proposed project site consists of pockets of pinyon forest with established undergrowth of grasses and shrubs, and high desert cover of low-density grasses and sage.

The proposed on-site water distribution system for the site will primarily consist of 8-inch water mains, 6-inch fire hydrant laterals, and ¾-inch domestic service taps and meters. These preliminary sizes provide a basis for analysis and design considerations. However, as the design progresses and more detailed information becomes available, adjustments may be necessary to optimize the system's hydraulic performance. Therefore, it is important to recognize that the sizing of pipes at this stage of the design process is preliminary in nature and could be downsized as we progress into the final phases of engineering. It is our understanding that the Town of Collbran is currently in the process of completing a Capacity Study of the existing Water System through the Town of Collbran. Once completed, results of the Capacity Study will also be incorporated into this study and analysis of the proposed water system.

## II. Existing Potable Water System

Information regarding existing water facilities has been gathered from the Town of Collbran's 2035 Comprehensive Plan. The Collbran water supply is comprised of Plateau River watershed upstream from the Hoosier Ditch as well as the Buzzard Creek watershed upstream from the Town's springs. Treated water is delivered to three storage tanks with a total capacity of 750,000 gallons. For the basis of the water model the existing static pressure of 134 psi at the intersection of SE Jay Avenue and SE Deer Creek Drive was supplied by the Town of Cedaredge.

There is one existing waterline located adjacent to the site. The existing line is an 8-inch water main located within Clancy Ave.

## III. Proposed Potable Water System

The project will be supplied by a proposed 8-inch main extension from an existing line either located in Clancey Street or Spring Street. Currently River City is working with the Town of Collbran to determine the most feasible connection point. All proposed water mains will be 8-inch C900 PVC. All fire hydrant connections will be 6-inch C900 PVC. The tables below summarize the estimated water demand assumptions and the water demand calculations.

Water Demand Assumptions		
Single Family (SF) Residential Capita/Unit	2.50	ppl/unit
Average Day Demand (Residential)	125	gpd/capita
Max Daily Demand Peaking Factor	1.8	gpd
Max Hourly Demand Peaking Factor	3.5	gpd
Residential Fire Demand	1,000	gpm

	Residential Demand									
	Basin	Units	Use	Capita	Avg. Day		Max Daily		Max Hourly	
					gpd	gpm	gpd	gpm	gpd	gpm
Proposed	W1	17	SF	42.50	5,313	3.69	9,563	6.64	18,594	12.91
	W2	8	SF	20.00	2,500	1.74	4,500	3.13	8,750	6.08
	W3	17	SF	42.50	5,313	3.69	9,563	6.64	18,594	12.91
<b>Project Totals</b>	<b>42</b>				<b>13,125</b>	<b>9.11</b>	<b>23,625</b>	<b>16.41</b>	<b>45,938</b>	<b>31.90</b>

## IV. Conclusion

River City is still working with the Town of Collbran to determine the most feasible connection location. The water line for Terrell Park Subdivision will be designed to fall within the allowable criteria ranges, while providing the required flows.

## V. References

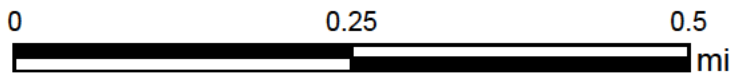
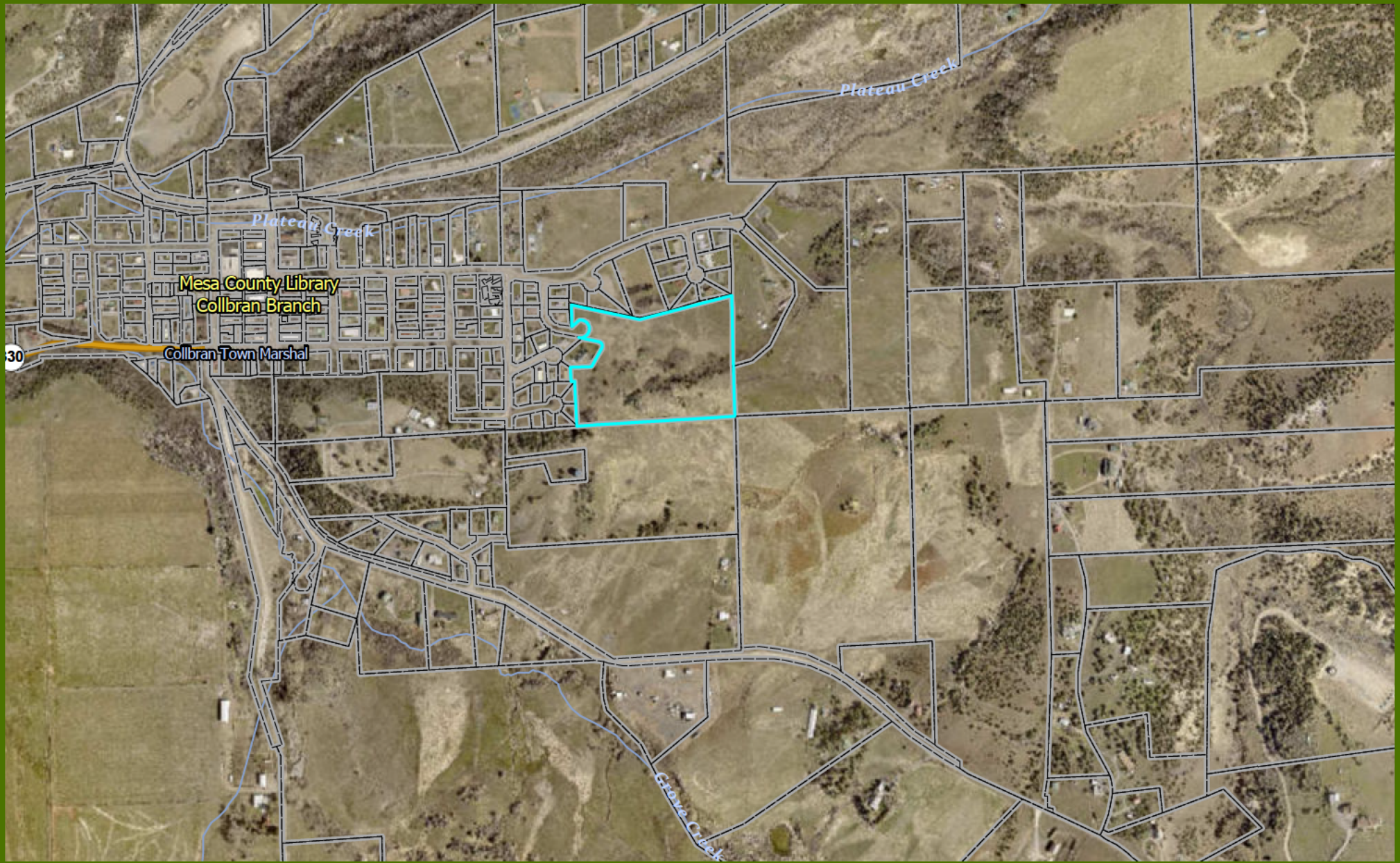
1. Town of Collbran 2035 Comprehensive Plan,  
<https://townofcollbran.colorado.gov/sites/townofcollbran/files/documents/2035%20Collbran%20Comprehensive%20Plan.pdf>
2. Mesa County Colorado GIS Website,  
<https://emap.mesacounty.us/viewer/>



# **APPENDIX A**

## **1. Vicinity Map**

# Vicinity Map



Printed: 4/8/2024  
1 inch equals 0 miles  
Scale: 1:9,028

# Wastewater Report

## Terrell Park Subdivision

January 10, 2025

Prepared for:

5A Enterprises, LLC

Prepared by:



215 Pitkin Ave, Unit 201  
Grand Junction, CO 81501  
Phone: (970) 241-4722  
Fax: (970) 241-8841

Job No. 1330-005

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<b>VI. References .....</b>	<b>5</b>

## APPENDIX

Vicinity Map .....	A
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## **Engineer's Certification**

I hereby certify that the Utility Report for the design of **Terrell Park subdivision** was prepared by me, or under my direct supervision, in accordance with the provisions of the Town of Collbran Colorado, Public Works Manual, for the owners thereof.

Craig Rothluebber, PE



# **I. Introduction**

## **A. Background**

The purpose of this Wastewater Report is to provide a detailed study and analysis of the proposed sanitary sewer system. The report includes sanitary sewer calculations within the proposed Terrell Park Subdivision Development.

## **B. Project Location**

The proposed project site is located in Collbran, Colorado at the south end of Clancy Ave. The current project parcel number is 2667-351-00-066.

Access to the site will be from the south side of Clancy Ave at the proposed entrance for the project site. The surrounding area contains a mix of uses including existing subdivisions. The proposed project site is zoned Residential 1, along with the parcels located directly to the east and to the south of the site. The Terrells 1<sup>st</sup> Addition is zoned as residential and is located to the northeast as well as the west side of the parcel and the Mazaros Subdivision is located on the southwest side of the parcel and is zoned as Agricultural. See **Appendix A** for a vicinity map.

## **C. Project Description**

The current project parcel is approximately 12.44 acres of undeveloped land. The site is currently zoned Residential 1. The parcel is being subdivided into 42 parcels that includes single-family residential parcels as well as the associated Right of Way and Drainage Tract.

Existing vegetation at the proposed project site consists of pockets of pinyon forest with established undergrowth of grasses and shrubs, and high desert cover of low-density grasses and sage.

The proposed sanitary system will consist of 8-inch sanitary sewer mains that will tie into an existing sanitary sewer line located on Clancy Ave. This preliminary size provides a basis for analysis and design considerations. However, as the design progresses and more detailed information becomes available, adjustments may be necessary to optimize the system's performance. Therefore, it is important to recognize that the sizing of pipes at this stage of the design process is preliminary in nature and could be downsized as we progress into the final phases of engineering.



## II. Existing Sanitary Sewer System

Information regarding existing sanitary sewer facilities has been gathered from the Town of Collbran. The Town of Collbran currently has a daily influent flow of 115,000 gallons per day with a 120,000 gallon per day maximum peak daily flow, with a permitted daily discharge of 192,000 gallons per day.

The site will be served by the existing sanitary sewer system located on Clancy Ave, which drains and tees into the line that runs along Spring St. The existing topography allows for the site to gravity drain to the proposed connection point.

## III. Proposed Sanitary Sewer System

The project will be served by the proposed 8-inch main extension described in Section III.B of this report. The sanitary sewer system will gravity drain to the existing sanitary sewer line in Clancy Ave. All proposed sanitary sewer mains will be 8-inch PVC, and all lots will be tied in by 4-inch PVC service lines. A layout of the proposed sanitary sewer system can be found in the provided Sketch Plan.

The table below summarizes the estimated sanitary sewer loading criteria and sanitary sewer demand calculations. Average daily demand was obtained from the Town of Collbran's Comprehensive Plan.

Sanitary Sewer Loading Criteria		
Single Family (SF) Residential Capita/Unit	2.50	ppl/unit
Average Daily Demand	80	GPD
Peak Flow Demand Factor	3.5	

Sanitary Sewer Demand						
Use	Units	Capita	Average Day Demand		Peak Flow Demand	
			GPD	cfs	GPD	cfs
Single Family	42	105	8,400	.013	29,400	.045

The proposed average day demand will increase the daily flows at the plant from 115,000 gallons per day to 123,400 gallons per day, which would put the system operating at 64% capacity. This would be a 4% increase to the current system operation. The proposed peak flow will increase the maximum peak daily flows to the plant from 120,000 gallons per day to 149,400 gallons per day, which puts the system operating at 78% capacity at maximum peak flows.

Sanitary sewers are to be designed to carry the peak design flow at a maximum flow depth of 75% of the pipe diameter (pipes smaller than 15") and a minimum slope of 0.45% was used to check the capacity of the proposed pipes. Autodesk Civil 3D Hydraflow Express Tools were used to analyze the capacity of the proposed sanitary system. Results show that an 8-inch pipe will be sufficient to serve the development as the 75% full capacity is 0.81 cfs. The proposed peak demand is 0.064 cfs and proposed average day demand is 0.018 cfs.

## Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Wednesday, Mar 20 2024

### 8-inch PVC

#### Circular

Diameter (ft) = 0.67

Invert Elev (ft) = 100.00

Slope (%) = 0.45

N-Value = 0.012

#### Calculations

Compute by: Known Depth  
Known Depth (ft) = 0.50

#### Highlighted

Depth (ft) = 0.50

Q (cfs) = 0.809

Area (sqft) = 0.28

Velocity (ft/s) = 2.86

Wetted Perim (ft) = 1.40

Crit Depth, Yc (ft) = 0.43

Top Width (ft) = 0.58

EGL (ft) = 0.63

## IV. Conclusion

The wastewater for the Terrell Park Subdivision was designed to meet the Town of Collbran 2035 Comprehensive Plan. The Terrell Park Subdivision sanitary sewer pipe sizes, capacities and velocities all fall within the allowable criteria ranges.

## V. References

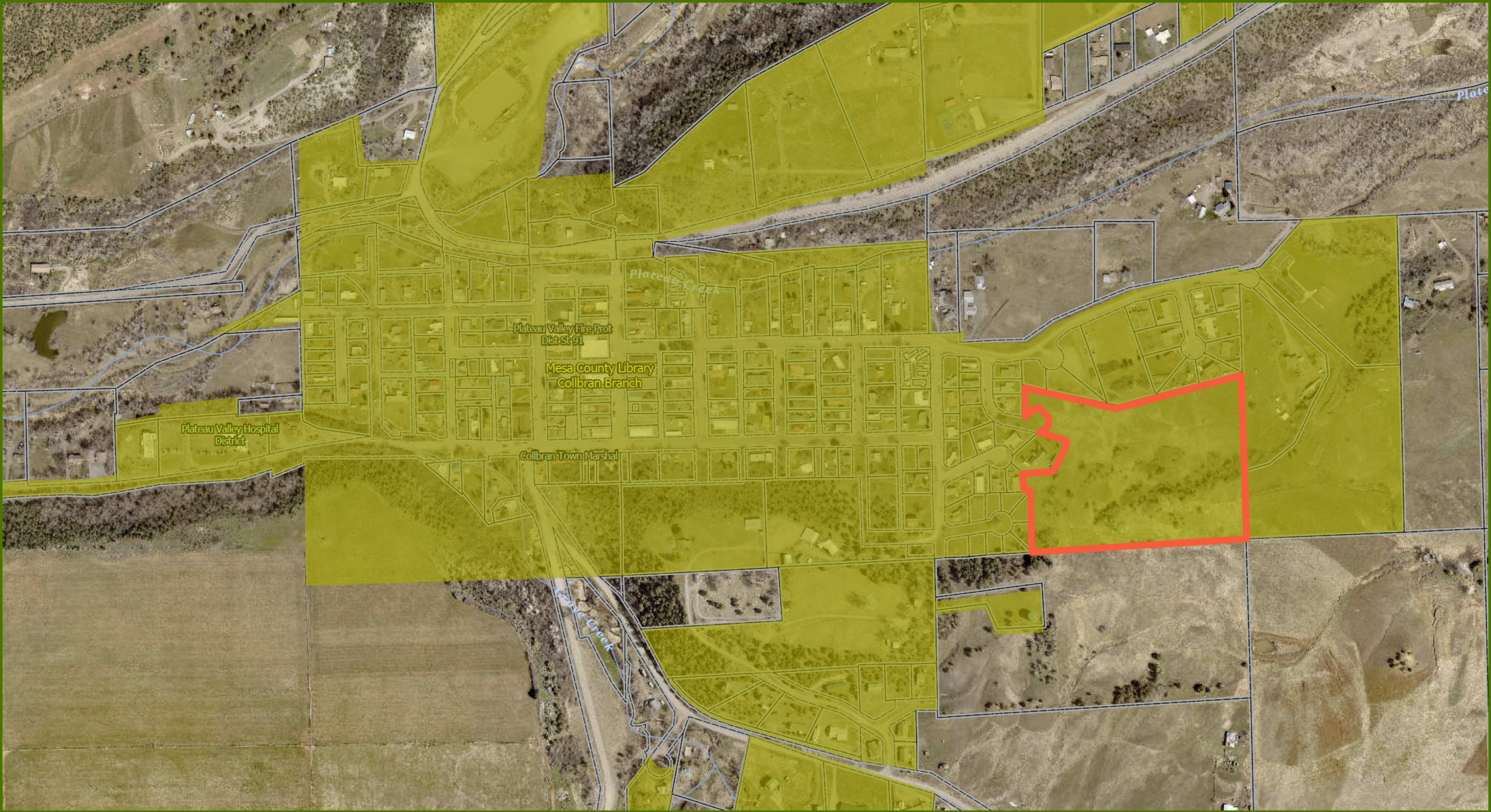
1. Town of Collbran 2035 Comprehensive Plan, <https://townofcollbran.colorado.gov/sites/townofcollbran/files/documents/2035%20Collbran%20Comprehensive%20Plan.pdf>
2. Mesa County Colorado GIS Website, <https://emap.mesacounty.us/viewer/>
3. Natural Resources Conservation Service National Cooperative Soils Survey Website, <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.

# **APPENDIX A**

## **1. Vicinity Map**



# Vicinity Map



Printed: 4/8/2024  
1 inch equals 0 miles  
Scale: 1:4,514



**Project Narrative**  
**Name: Terrell Park Subdivision**

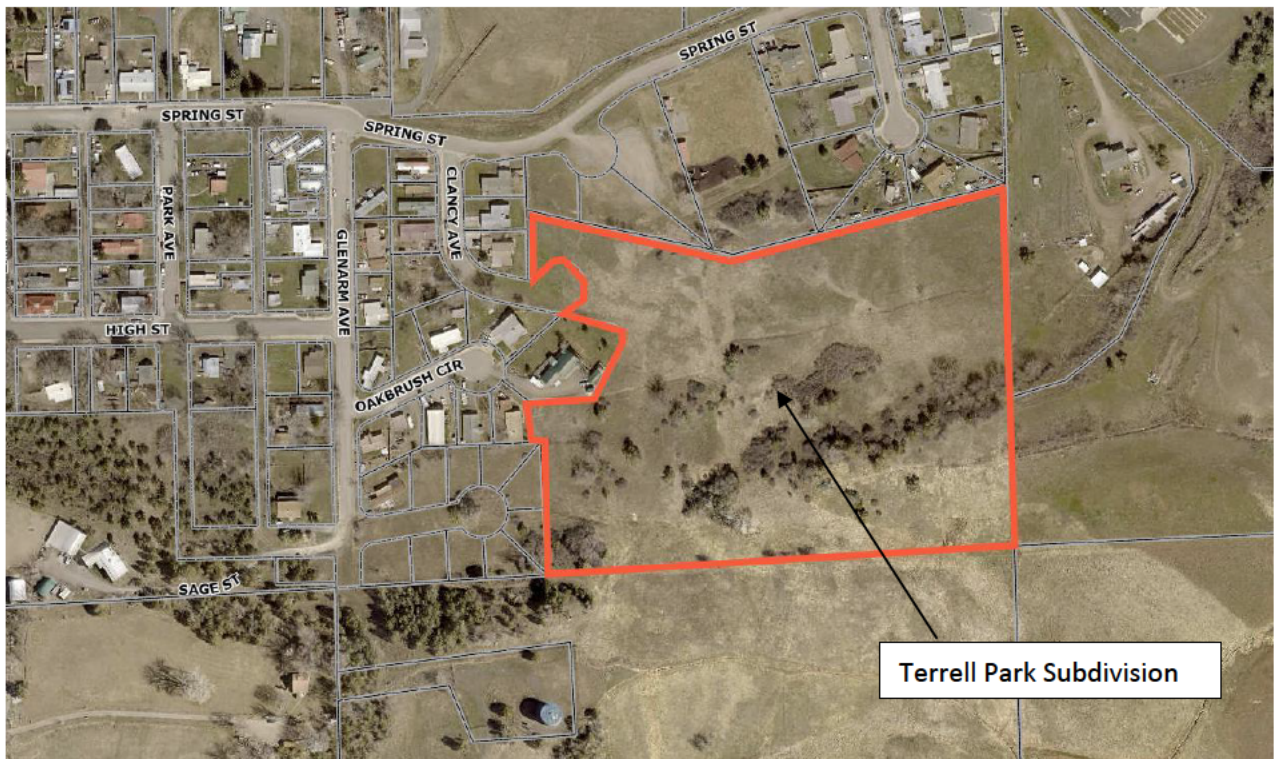
**January 10, 2025**

**Project Information**

**Applicant/Owner:** Andy Azcaragga – 5A Enterprises LLC  
**Developer:** Andy Azcaragga  
**Representative:** River City Consultants, Inc. – Courtney Patch  
**Location:** Address TBD  
**Parcel No:** 2667-351-00-066  
**Application:** Major Subdivision  
**Zoning:** Residential 1

**Project Description:**

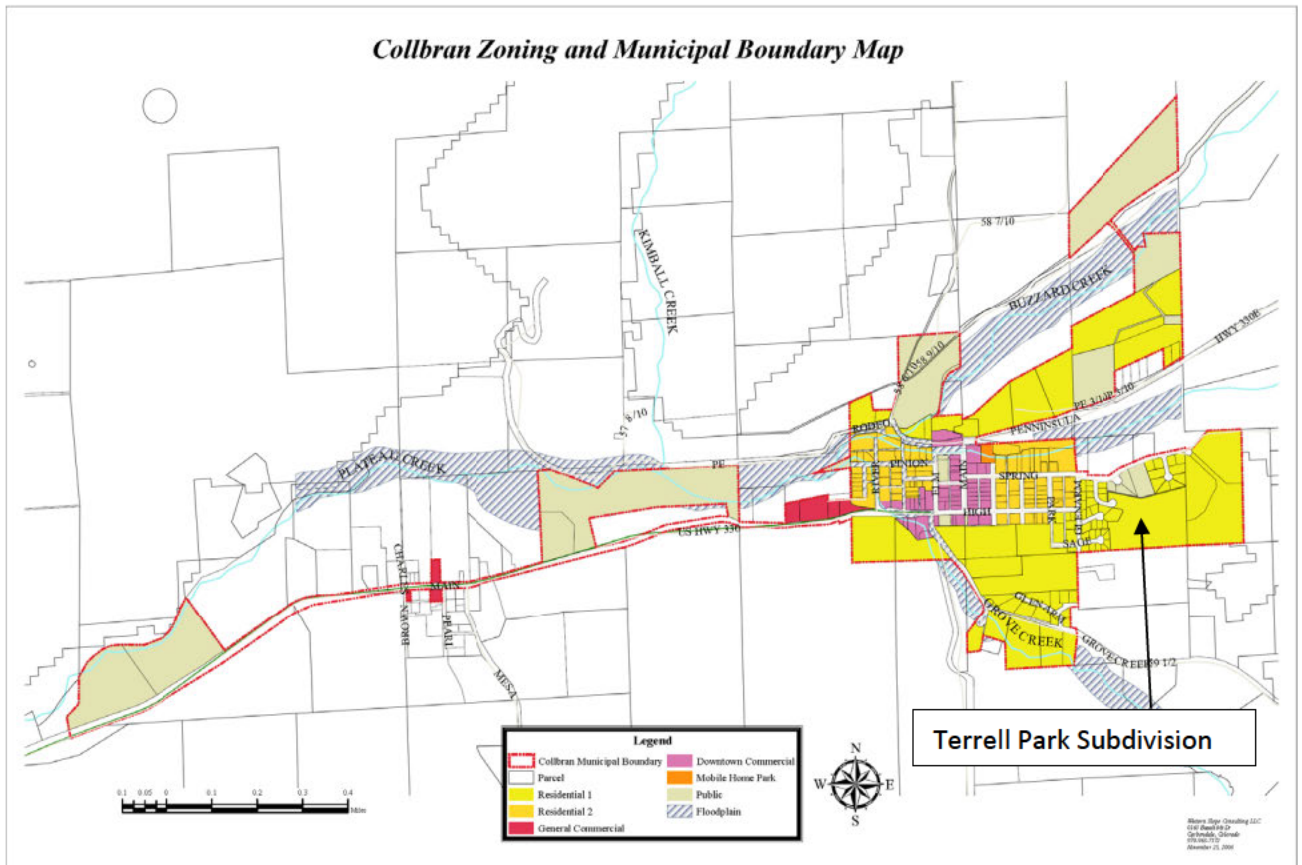
The project proposes to subdivide approximately 12.42 acres, zoned Residential 1 (low-medium density), into 42 lots for construction of single-family residential homes (density = 3.4 units per acre). The lot sizes will be approximately 8,000-17,000 square feet.



**Compatibility with Surrounding Land Uses:**

The proposed project is compatible with surrounding land uses. The property is currently zoned Residential 1 with a Land Use by Type of Vacant/Agricultural. The proposed project is

consistent with existing development in the area. The surrounding parcels are zoned Residential 1. The surrounding area's future land use is Residential Low (4 DU/ acre). The proposed subdivision is compatible with this designation as it meets a density of approximately 3.4 dwelling units per acre.



**Facilities and Services/Irrigation:**

Water will be provided by the Town of Collbran’s Water System, please see the detailed Water Report for more information. The subdivision will be served by the Town of Collbran’s Wastewater System for sewer, please see the detailed Wastewater Report for more information.

Grand Valley Power will provide electrical service to the subdivision and Black Hills Energy will supply gas to the lots. There is an existing 25’ pipeline easement that crosses the southeast corner of the property. This is to be vacated and/or relocated based on discussions with Black Hills Energy. Telephone and cable services will be provided by CenturyLink and will be extended to the site. Please see the detailed Utilities Report for more information.

All services will be available for use by the subdivision while maintaining adequate levels of service to the existing surrounding development.

The subject parcel is located within the Plateau Valley Fire District. There are two fire hydrants



within close proximity to the proposed subdivision. One is near the intersection of Spring Street and Clancy Avenue, and the other is in the cul-de-sac of Oakbrush Circle.

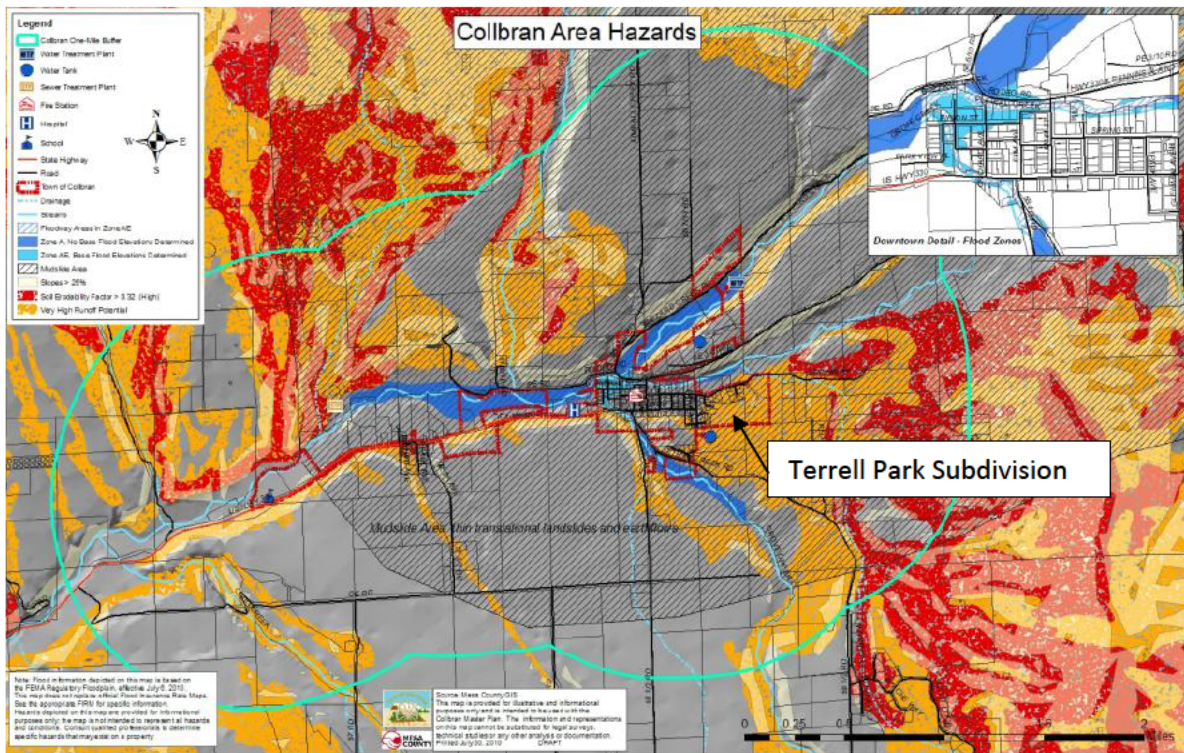
There is no irrigation water available to this site.

### Effect on the Natural Environment:

There are no physical development constraints affecting or any detrimental impacts on the natural environment anticipated as a result of the project.

**Landscaping:** The stormwater drainage basin will be landscaped with a weed-free, native vegetation seed mix. A landscape plan will be provided after the Sketch Plan phase of review.

**Hazards Areas:** The property is located within an area known for high runoff potential.



### Stormwater:

There will be a stormwater detention pond in the northwest corner of the subdivision that will collect all stormwater runoff from the subdivision. The proposed project will include lot grading, paved curb & gutter, double storm drain inlets, storm drain, and a detention pond to collect, convey, and treat stormwater before it discharges offsite. Runoff from the developed areas on the interior of the subdivision will sheet flow directly to curb & gutter in the street sections that collect and convey stormwater northwest through the subdivision. Once in the curb and gutter, stormwater is conveyed to curb inlets that then convey the stormwater underground via storm drains to the detention pond. The water will then be released to the existing storm sewer system at its historical rate.

**Access:**

Access to the subdivision will be extended from Clancy Avenue. The connecting street will extend to the east and have a southern street connection that also has another cul-de-sac off it extending to the east. The street running north/south will stub out at the southern part of the subdivision for future connectivity to the parcel south of the project site whenever it is developed. There is a recorded cul-de-sac bulb located at the entrance of the project site on Clancy Ave with ROW that needs to be vacated with the final plat.

**Development/Phasing:**

Development of this project will begin immediately after approval. No phasing is being proposed for this subdivision.

**Maintenance and Dedications:**

There was previously a public park dedicated through the parent subdivision of Terrell's First Addition to the Town of Collbran (Reception Number 1078182). The streets and public areas will be dedicated to the Town of Collbran through the plat, maintenance agreements, and final CCRs. Maintenance on the stormwater basin will be managed by the HOA to be established.



**COLORADO**

**Parks and Wildlife**

Department of Natural Resources

Northwest Region  
711 Independent Ave  
Grand Junction, CO 81505  
P 970.255.6100 | F 970.255.6111

February 21, 2025

Andy Azcaragga & Ben Manibog

Town of Collbran, CO  
PO Box 2072  
Grand Junction, CO 81502  
RE: Terrell Park Subdivision - RiverCity Consultants

Dear Mr. Azcaragga and Manibog,

Thank you for the opportunity to comment on the Terrell Park Subdivision project in Mesa County. Colorado Parks and Wildlife (CPW) has a statutory responsibility to manage all wildlife species in Colorado and is an important stakeholder regarding this development; this responsibility is embraced and fulfilled through CPW's mission to protect, preserve, enhance, and manage the wildlife of Colorado for the use, benefit, and enjoyment of the people of the State and its visitors. CPW encourages the Town of Collbran to afford the highest protection for Colorado's wildlife species and habitats. CPW has reviewed the proposal, visited the site, researched relative wildlife activity and historical patterns, and would like to offer the following comments on potential impacts to wildlife.

The entire property, owned by Andy Azcaragga - 5A Enterprises LLC, is approximately 12.42 acres, and has been proposed to be zoned as Residential 1 with a current land use type of vacant/agricultural. The proposal includes dividing 12.42 acres into 42 single-family residential lots of approximately 3.4 units per acre. Each lot size will be approximately 8,000-17,000 square feet.

The proposed parcel is bounded on the north by single-family residential lots and urban public property, the west by single-family residential lots, and private agriculture property used for cattle on the south and east. While visiting the site, a majority of the property consists of open fields surrounded by residential properties and a herd of mule deer were observed grazing.



Jeff Davis, Director, Colorado Parks and Wildlife

Parks and Wildlife Commission: Dallas May, Chair · Richard Reading, Vice-Chair · Karen Bailey, Secretary · Jessica Beaulieu  
Marie Haskett · Tai Jacober · Jack Murphy · Gabriel Otero · Murphy Robinson · James Jay Tutchtton · Eden Vardy



In reviewing the application material, the Project follows the existing alignment through scrub/shrub wildlife habitat. CPW utilizes High Priority Habitats (HPH)<sup>1</sup>, for which CPW has sound spatial data and scientifically backed recommendations when conducting reviews of land use proposals. These protection and avoidance measures protect critical breeding, nesting, foraging, migrating, or other uses by wildlife. CPW has reviewed the Project area and identified the following HPH areas and their respective scientifically-backed recommendations. The Project site falls within winter range, resident population range, and concentration area for **mule deer**; winter range for **elk**; winter range and production area for **turkey**; peripheral range for **mountain lion**; and overall range and human conflict area for **black bear**.

### Residential Conflicts

Terrell Park Subdivision is also located within the following habitats, which create human-wildlife conflict concerns:

- Black bear overall range and fall concentration area
- Mountain lion overall range

The area surrounding the project site is primarily rural residential and private agricultural, and provides winter range habitat for mule deer and elk. Of the wildlife affected, the biggest concern is human conflict with black bears. Between January 1, 2022 and December 31, 2024, there were approximately 16 black bear incidents reported to CPW related to food source property damage, non-food source property damage, and aggressive behaviors in the Town of Collbran.

In addition, many other wildlife species utilize the area during various times of the year, including but not limited to wild turkey, coyote, red fox, bobcat, numerous small mammals, and songbirds. Various raptors and owls utilize the project area as well. Human food sources associated with residential areas, including garbage, pet food, barbeque grills, and birdfeeders can attract black bears, coyotes, foxes, raccoons, skunks, and other unwanted wildlife. If the Terrell Park Subdivision is considered for approval, the following recommendations are to be made to minimize the potential for human-wildlife conflict:

- All outdoor garbage should be secured in IGBC-certified bear-resistant canisters, if possible, or stored in a structure that prevents black bear access. No trash should be placed outside in an unsecured manner, such as in bags or standard canisters.
- No compost piles should be allowed on the property.
- Landscaping should not include fruit-bearing trees.
- Prohibit backyard poultry, waterfowl, or beehives, and the use of bird feeders.
- Prohibit placement of pet food outside.

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<sup>1</sup> Colorado Parks & Wildlife. (n.d.). Colorado Parks & Wildlife Recommendations to Avoid and Minimize Impacts to Wildlife from Land Use Development in Colorado. High Priority Habitats. [https://cpw.state.co.us/Documents/Conservation-Resources/Energy-Mining/CPW\\_HPH-Map-Layers.pdf](https://cpw.state.co.us/Documents/Conservation-Resources/Energy-Mining/CPW_HPH-Map-Layers.pdf)

- CPW strongly advises that dog runs be strategically placed near homes that allow pets to encourage use. CPW recommends outlining wildlife-friendly fencing requirements in any approval documents. Lack of fencing can lead to wildlife harassment by dogs, and improper fences in residential areas can entangle wildlife. Detailed specifications for Fencing With Wildlife in Mind can be found on our website.
- Require maintenance of clean grills.
- The HOA should prohibit wildlife feeding via salt blocks or other methods. Except for bird feeders, any type of feeding, baiting, salting, or other means of attracting wildlife is illegal. CPW may cite both homeowners and tenants for violations.
- The homeowners and tenants should be individually responsible for abiding by all wildlife conflict mitigation measures adopted by Mesa County and the HOA.

CPW appreciates the opportunity to review this project application material and provide recommendations to avoid, minimize, and mitigate adverse impacts on wildlife. If there are any questions or needs for additional information, please don't hesitate to contact me at (970) 250-4505 or [christina.french@state.co.us](mailto:christina.french@state.co.us).

Sincerely,



Christina French  
District Wildlife Manager

Cc:

Kirk Oldham, Area Wildlife Manager  
Albert Romero, Assistant Area Wildlife Manager  
Whit Blair, Wildlife Biologist

**TOWN OF COLLBRAN, COLORADO**

**RESOLUTION NO. 006**

**SERIES OF 2025**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLLBRAN,  
COLORADO APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT FOR  
THE TERELL PARK SUBDIVISION**

**WHEREAS**, pursuant to C.R.S. §§ 31-15-101, *et seq.*, the Town of Collbran, Colorado (the “Town”) may enter into agreements for any lawful municipal purpose;

**WHEREAS**, 5A Enterprises, LLC (the “Applicant”) has applied to the Town for a subdivision consistent with the Municipal Code of the Town of Collbran (the “Code”) and all other applicable laws;

**WHEREAS**, pursuant to Section 18.20.080 of the Code, the Applicant must enter into an agreement with the Town that requires the Applicant to construct all public improvements displayed on the final plat;

**WHEREAS**, the Town and the Applicant have prepared a subdivision improvement agreement, attached hereto and incorporated herein by this reference (the “SIA”); and

**WHEREAS**, the Board of Trustees for the Town desires to approve the SIA.

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

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board hereby:

- (a) Authorizes the Mayor to execute the SIA on behalf of the Town and for the Town Clerk to attest their signature:
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all necessary actions to implement the SIA.

Section 3. This Resolution shall take effect immediately upon adoption.



**THIS RESOLUTION was read, passed, and adopted by the Collbran Board of Trustees at the Regular Meeting held this 18<sup>th</sup> of Mach, 2025.**

TOWN OF COLLBRAN, COLORADO

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

Mayor

ATTEST

\_\_\_\_\_

Town Clerk

**TOWN OF COLBRAN  
SUBDIVISION DEVELOPMENT IMPROVEMENTS AGREEMENT  
(Terrell Park)**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **5A Investments, LLC**, whose address is **15381 58 ½ Road, Collbran, Colorado 81624** (the “Owner”), and the Town of Collbran, a municipal corporation of the State of Colorado, whose address is 1010 High Street, P.O. Box 387, Collbran , Colorado 81624 (the “Town”), (each a “Party,” and collectively, the “Parties.”)

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property which is subject to this agreement located within the Town of Colbran, County of Mesa, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”);

**WHEREAS**, Owner has submitted an application for development of said Property to the Town for approval, known as Terrell Park (hereinafter, the “Project”);

**WHEREAS**, the Owner and the Town desire to provide for the orderly development of the Project at the Property and provide for all matters required by the Code of the Town of Collbran Colorado (the “Town Code”) and all other applicable law;

**WHEREAS**, as a condition of approval of the Project certain Public Improvements (sometimes referred to as “Improvements”) and certain private improvements must be completed as more fully set forth on **Exhibits B and C** attached hereto;

**WHEREAS**, the Town and Owner recognize the need for Public Improvements and exactions, and agree that said Public Improvements and exactions are reasonable, within the authority of each to perform and roughly proportional to the impact and need created by the Project; and

**WHEREAS**, the Town and Owner desire to evidence their equitable agreement defining various terms concerning the construction and installation of such facilities.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Legal Description.** This Agreement pertains to Public Improvements to be constructed for the property legally described in **Exhibit A** attached hereto.

2. **Exhibits and Inclusions.** This Agreement includes the following **Exhibits** which are attached hereto and incorporated herein by this reference:

- **Exhibit A:** Legal Description of the Project
- **Exhibit B:** Improvements Quantities and Cost Estimates (including both Public Improvements and private improvements)

**Commented [WS1]:** Town Code (18.20.080) requires the following:

Roads (including grading);  
Curb, gutter, and sidewalk;  
Sewer facilities;  
Storm drainage system;  
Water distribution facilities;  
Fire hydrants;  
Street signs;  
Permanent reference monuments and boxes; and  
Street lights.

There is also a similar list at 18.04.160(b)(2)

- **Exhibit C: Improvements Location Map**, showing location of site improvements, including both Public Improvements and private Improvements, as set forth in the sketch plan submitted to the Town, dated \_\_\_\_\_, and included as a part of this Agreement.

**Commented [WS2]:** Please advise if there is a preliminary final plat or if the sketch plan is still the most up to date technical drawing.

**Commented [WS3]:** To be updated/finished with developer.

3. **Public Improvements.** It is intent of this Agreement to provide for construction of the Public and private Improvements described in **Exhibit C**. It is understood by the Parties that the descriptions of Improvements contained herein are general in nature, and that reasonable modifications of the scope, nature, costs, and similar aspects of such Improvements may be necessary to secure approval of the final design of such Improvements.

- a. The quantities and locations of the Improvements are based on information that was available at the time of development approval for the Project. Additional Improvements shall only be required upon mutual agreement of the Parties based on substantial and unforeseeable changes in site conditions that directly impact the safety or functionality of the Project. The Owner shall be responsible for submitting revisions to its final plans as approved by the Town. The actual quantities and locations of the Improvements will be determined by the Town based on the approved plans.
- b. Before beginning any construction of any Improvements, the Owner shall submit final construction plans for all such Improvements. The Owner agrees that construction of said Improvements shall conform to the requirements of the approved plans and permits.

4. **Drainage Improvements.** The Owner shall install and pay for all drainage Improvements described in the Improvements Location Map and approved by the Town. No application to undertake construction in a public right-of-way or public easement shall be submitted or approved until the construction plans have been approved by the Town.

5. **Rights-of-Way and Easements.** It is the intent of the Parties to provide for all necessary rights-of-way and easements in conjunction with the installation of the public Improvements required by the Town. The Owner agrees to dedicate said rights-of-way and easements on or before recording of the final plat for the Project.

6. **Street Name Signs.** All public street name signs and traffic signs shall be supplied at the Owner's expense. All signs shall conform to Town requirements. The Owner shall install the signs at locations directed by the Town at no cost to the Town.

7. **Owner's Costs.** Except as otherwise expressly provided in this Agreement, Owner agrees to provide and pay for all labor, materials, tools, supplies, equipment, water, light, power, transportation, services and all other facilities and things necessary for the execution and satisfactory completion of the Improvements described herein in accordance with the plans, drawings and specifications for such Improvements as approved by the Town. The costs for which Owner shall be responsible shall also include the Project utilities study, grading drainage

plan, or report, survey, preliminary design, final design, construction, construction inspection, performance guarantee, and the preparation of as-built drawings and reasonable administrative and legal expenses attributable to the Improvements to be constructed.

- a. For purposes of this Agreement, the term “Improvements” shall include all Improvements set forth in **Exhibit C**, and as shown or referenced on the final plat or other applicable final development approval document.

**8. Completion.** Except as otherwise expressly provided in this Agreement, all Improvements shall be completed in accordance with the plans, drawings, and specifications, as approved by the Town, before any unit may be approved for occupancy or any lot may be sold. Owner agrees to pave all interior streets and off-street parking, public rights-of-way, and where applicable, pedestrian pathways, in conformity with the applicable final development approval and the time limits set forth in this Agreement. All Improvements shall be designed and constructed as set forth in this Agreement, in compliance with the ordinances, rules and regulations of the Town and in compliance with applicable state and federal law. All Improvements shall be completed within 3 years after final Project approval by Town, unless the Project is specifically approved as a phased project. Extension of time for completion of Improvements may be granted by the Town in writing for good cause, which shall be determined by the Town but shall include without limitation delays due to weather, material shortages, labor disputes, unforeseen site conditions and other causes beyond the reasonable control of Owner.

Commented [WS4]: Town's understanding is that this is not a phased project but please confirm.

**9. Plans and Drawings.** Unless waived by the Town, Owner will furnish the Town, free of charge and as requested by the Town Engineer all plans, drawings and specifications, including supplemental drawings, relating to Improvements, showing them in their as-built locations within 33 months of completion of the Improvements. The plans, drawings, and legal descriptions shall be prepared and certified by a qualified engineer in accordance with the requirements of the Town and prior to the Town accepting the Improvements. If needed due to revisions, an amended final plat showing all Improvements as existing shall be submitted within 3 months of completion of the “as built” drawings of the Improvements. The information required by this Paragraph shall be submitted in digital form acceptable to the Town.

Commented [WS5]: Final submission materials to be confirmed with Town Engineer.

**10. Materials and Workmanship.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the Town), Owner shall furnish the Town for its approval the name of the manufacturer of equipment and materials which it contemplates incorporating in the work. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Town. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used without Town’s approval shall be at the risk of subsequent rejection.

**11. Permits and Easements.** Owner shall furnish a land boundary survey of the Property. Permits, licenses and rights-of-way of a temporary nature necessary for the construction of Improvements shall be secured and paid for by Owner. Permits, licenses and easements of a permanent nature shall also be secured and paid for by Owner.

12. **Protection.** Owner, at its expense, shall continuously maintain adequate protection of all Improvements and adjacent properties from damage prior to acceptance by the Town and shall protect the Town's property from injury and loss arising in connection with this Agreement. Owner shall make good any such damage, injury or loss except such as may be caused directly by authorized agents or employees of the Town. Owner shall adequately protect adjacent properties and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

13. **Indemnification and Insurance.**

- a. **Indemnification by Owner.** The Owner agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work within the Project and elsewhere pursuant to this Agreement, but only to the extent caused by the negligence or willful misconduct of the Owner, its agents, contractors or employees. The Owner's total liability under this indemnification shall not exceed the total value of the Improvements as set forth in **Exhibit C**.
- b. **Insurance Required.** Any contractor employed by the Owner 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 or other obligations to be assumed pursuant to this Agreement 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.
- c. **Nature and Amounts of Insurance.** Any contractor employed by the Owner 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 or such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - i. Workers Compensation Insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

- ii. General Liability Insurance with minimum combined single limits of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
  - iii. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of the contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the Town's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.
- d. The policies required by this Agreement shall be endorsed to include the Town 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 any not contributory insurance to that provided by the Owner's contractors. No additional insured endorsement to the General Liability Insurance policy required herein 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.
- e. Upon request by the Town, the Owner shall provide the Town with a certificate of insurance to be completed by the general 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 30 days prior written notice has been given to the Town.
- f. Indemnification by Owner. In addition to the indemnification required by the foregoing, the Owner 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 Project and elsewhere by such parties, or their agents, contractors or employees



pursuant to this Agreement and on behalf of or at the Owner's request. The Owner 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 Owner, or its agents, contractors or employees pursuant to this Agreement, except where such suit is brought by the Owner or where such suit specifically claims negligence or fault of the Town. The Owner shall not be considered an agent or employee of the Town for any purpose.

- g. **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, C.R.S. §§ 24-1-101, *et. seq.* as from time to time amended, or otherwise available to the Town, its officers, or its employees.

**14. Work Specifications.** All work done under this Agreement shall be done to the lines, grades, and elevations shown on the plans, drawings and specifications approved by the Town. Owner shall inform the Town, a reasonable time in advance, of the times and places at which it wishes to undertake construction, in order that lines and grades may be furnished and necessary measurements for record may be made with a minimum of inconvenience to the Town and of delay to Owner. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by the Town, may be ordered removed and replaced at Owner's cost and expense. All stakes, benchmarks, and other survey points shall be preserved by Owner. In case of their destruction by Owner or its employees, they will be replaced at Owner's expense.

**15. Inspections.** The Town Engineer (the "Engineer") shall be designated by the Town to exercise authority on its behalf under this Agreement and to see that this Agreement is performed according to its terms. Work under this Agreement may, without cost or claim against the Town, be suspended by the Engineer for violation of Town Code or other applicable law.

- a. The Engineer shall, within 10 business days after presentation to them, make decisions in writing on all claims of Owner and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement, the plan, drawings and specifications. Such decisions shall be subject to the dispute resolution process outlined in Section 26 of this Agreement.
- b. The Engineer shall make all determinations of amounts and quantities of work performed hereunder. To assist in this work, Owner shall make available for inspection any records kept by Owner.
- c. The Engineer and their authorized representatives shall have reasonable access to the work during normal business hours, upon providing 48-hour

advance notice to Owner. Owner shall provide them with facilities for ascertaining whether the work has been performed or is being performed in accordance with the Agreement requirements.

- d. The Engineer will make periodic observations of construction (sometimes commonly referred to as "supervision"). The purpose of these observations and construction checking is to determine the progress of the work and to see if the work is being performed in accordance with the plans, drawings and specifications. The Engineer will in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. Inspections may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. The Engineer will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Owner. The Engineer will have authority to reject defective material and to suspend any work that is being done against regulations and ordinances..
- f. Prior to commencement of construction, Owner shall designate a representative with authority to speak for Owner with whom the Engineer shall communicate on matters provided for in this Paragraph.
- g. Owner agrees to pay to the Town a reasonable fee for the examination of plans and the interim and final on-site inspections of the work, not to exceed \$[agreed maximum amount] in total for the duration of the Project. Any additional inspections required by the Town beyond the scope of the original agreement shall be at the Town's expense.

Commented [WS6]: Final amount to be confirmed with KLJ.

**16. Quality of Work.** If substandard material, not conforming to the requirements of the plans, drawings and specifications as approved by the Town, has been delivered to the Project, or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced as directed by the Engineer at the expense of Owner.

- a. All materials shall be subject to examination and testing at any time during manufacture. The right is reserved to reject defective materials during manufacture or before they have been incorporated into the work. If Owner fails to replace rejected materials, the Town may replace them or correct defective work and charge the cost thereof to Owner. Any failure to earlier detect defective material or workmanship shall not impair the Town's right to a finally completed project.
- b. If the specifications, the Engineer's instructions or laws of any public authority require any work to be specially tested or approved, Owner shall give the Engineer timely notice of its readiness for inspection, and if the

inspection is by another authority than the Engineer, provide the date fixed for such inspection. Inspections by the Engineer shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at Owner's expense.

- c. Reexamination of questioned work or materials may be ordered by Engineer and, if so ordered, the work or materials must be uncovered by Owner. If such work or materials be found in accordance with this Agreement and the plans, drawings and specifications as approved by the Town, the Town shall pay the cost of reexamination, replacement and restoration of the site. If such work or materials be found not in accordance with this Agreement and the plans, drawings and specifications as approved by the Town, Owner shall pay such cost.
- d. Engineer may order Owner to suspend work that may be damaged or endangered by climatic conditions. When adverse climatic conditions are unusual and extensive, an extension of time may be granted Owner by the Director.

17. **Completion.** When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify the Town that all work under the Agreement has been completed, and the Town will, within 10 business days after such notice, weather permitting, make the final inspection. Any work not rejected during this final inspection or within 10 business days thereafter shall be deemed accepted and shall not be subject to further rejection, except in the case of latent defects not reasonably discoverable during the inspection.

18. **Water and Sewer.** Owner shall pay all costs and expenses for construction of the water distribution and sewer collection systems installed to serve the Project. These costs shall include the utilities study, survey, preliminary design, final design, construction, construction inspection, and the preparation of as-built drawings and reasonable administrative and legal expenses attributable to the water and sewer Improvements to be constructed.

19. **Dedication.** Owner shall dedicate all parks, open space, streets, easements and non-tributary groundwater as required by applicable law.

20. **Time for Completion, Lot Sales, Vested Rights.** Owner agrees to complete the Public Improvements within 36 months of commencement of the Public Improvements. The date of commencement shall be the date of providing security to the Town for the Public Improvements. Owner agrees not to sell, negotiate to sell, or accept reservation agreements for the sale of any lot until Owner has provided plans for the Public Improvements and has provided the security required by this Agreement. This Section shall not be construed to restrict Owner's right to sell the Project to another developer as a bulk sale. Owner shall have vested property rights to develop the Project for a period of 3 years from the date of this Agreement. Extension of time for completion of Public Improvements may be granted by the Town in writing for good cause, as reasonably determined by the Town but shall include without limitation delays due to

Commented [WS7]: Since no land dedication is shown on the plat, please confirm that the fee in lieu of dedication will be paid.

weather, material shortages, labor disputes, unforeseen site conditions and other causes beyond the reasonable control of Owner.

**21. Warranty and Guarantee.** Owner hereby warrants and guarantees to the Town that the Improvements will be free of all defects in design, materials and construction, and will remain serviceable for a period of two years from the date of final acceptance by the Town of the last to be accepted of such Improvements. “Defect” shall be defined as any condition that requires repair or replacement to meet the standards set forth in the approved plans and specifications.

- a. Owner warrants that upon acceptance of the Improvements by the Town title to all work performed and materials and equipment furnished will pass to the Town free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed and materials and equipment furnished are new; of good quality; free from all faults and defects not inherent to the quality required; in compliance with the Engineering Specifications unless otherwise specified; and were undamaged when installed. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective.
- c. If, within two years after the date of acceptance of the Improvements by the Town, any work, materials or equipment is found to be defective or deficient Owner shall, without cost to the Town and in accordance with Town’s written instructions, correct it promptly after receipt of a written notice from the Town.
- d. The two-year warranty and guarantee period shall be extended for work first performed and materials and equipment furnished after acceptance of the affected Improvements by the Town including any remedial effort performed within the stated warranty and guarantee period. The warranty and guarantee period shall be 6 months after the date of performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty and guarantee beyond the initial two year period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond within 30 days, then without prior written notice to Owner or prejudice to any other rights or remedies, the Town may act immediately to prevent threatened damage, injury or loss. In addition, if Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, the Town may undertake the necessary remedial effort. In either event Owner



shall promptly reimburse the Town for all costs. Nothing contained herein shall impose any duty upon the Town to act for Owner in an emergency.

- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by the Town. The establishment of all warranty and guarantee periods relate solely to Owner's obligation to correct the Work and shall not be construed to create a period of limitation for commencement of any legal proceedings.
- g. Owner's total liability under this warranty shall not exceed the original construction cost of the Improvements.

22. **Cost Estimate.** To secure the construction and installation of the Improvements, Owner shall estimate the construction costs of Improvements to be installed, which shall be approved by the Town Engineer or appointed representative. The purpose of said cost estimates is for determining the amount of security and may be revised from time to time to reflect actual costs and where approved by the Town. Owner agrees to pay the actual costs of the Improvements.

23. **Security and Improvement Guarantee.** Prior to recording of final plat, or if no plat will be recorded, prior to having a permit issued to undertake construction in the public way, Owner shall furnish to the Town adequate cash, performance bonds, irrevocable letters of credit, or other security which bonds, letters of credit or other security shall be furnished, in a form acceptable to the Town, in an amount equal to 125% of the construction cost estimated by the Owner and approved by the Engineer or appointed representative. Owner shall obtain, place and keep current with the Town such security and improvement guarantee for the purpose of guaranteeing to the Town the installation, interim maintenance and final acceptance of all Improvements in accordance with this Agreement, the Town of Code and all other applicable laws.

- a. From time to time, as work to be performed and improvements to be installed or constructed progresses, the Owner may request in writing that the Town inspect such work and improvements as are completed and that corresponding reductions of the collateral be granted. These requests will be processed in a manner similar to a request for initial acceptance. When the Town is satisfied that such work and improvements as are specified by the Owner have been completed in accordance with the terms hereof, the Town Engineer or appointed representative will submit his statement that he has no objection to the partial reduction of so much of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed or constructed pursuant to this Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than 125% of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the Town and the Owner agree that upon

**Commented [WS8]:** There does not appear to be an anticipated construction cost included in any of the application materials. Some kind of initial estimate will be needed for Exhibit B.

satisfactory completion of all required public improvements, all remaining collateral shall be released by the Town to the Owner.

- b. To obtain any releases of the collateral, the Owner shall be required to submit to the Town satisfactory documentation confirming proof of payment for contractor services, materials, professional services and other expenditures related to the installation or construction of the applicable public improvements.
- c. For purposes of this Agreement and financial security for the performance of Improvements, the term "Owner" shall include Owner, its agents and employees, including any contractor or subcontractor employed or engaged by Owner, or any agent or employee of Owner for the purposes of designing or constructing any Owner Improvement.

**24. Notice.** When any faulty condition in the Improvements is found, the Town shall serve notice to Owner or its surety or issuer of this condition. Upon receipt of said notice, Owner or its surety shall proceed immediately and with due diligence to perform all repairs or replacements in a satisfactory manner at no cost to the Town. The expiration date for the repaired or replaced work shall be the same as that for the warranty on the original work. In the event Owner fails to make such repairs or replacements, the Town shall have the right to do so in the manner described in applicable law and this Agreement. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

**25. Acceptance of Improvements.** Except as provided herein, the Town shall not accept responsibility for maintenance of any Improvement until completion of such Improvement and final acceptance thereof by the Town. Upon application by Owner for a Certificate of Completion, and provided all of the payments and other performances herein agreed to be made and performed by Owner have been made and completed, the Town will issue said Certificate of Completion, and except for defects appearing within two years after the date of such Certificate, will thereby release Owner from all further liability hereunder as to such completed Improvements and all unused security provided by Owner shall be released. Upon issuance of said Certificate of Completion, all Improvements specified in such Certificate shall be deemed approved and accepted by the Town, whereupon such specified Improvements shall be owned and maintained by the Town.

**26. Remedies.**

- a. Default; Notice; Termination. In the event of a material violation, default, or breach by the Owner of an applicable covenant, term, conditions, or obligation under this Agreement, the Town shall provide written notice specifying the nature of the default and a reasonable period, not less than thirty (30) days, for the Owner to cure the default. Remedies such as revocation of certificates of occupancy, revocation of plat approval, or refusal to process further site development applications shall only be exercised if the Owner fails to cure the default within the specified period

and after notice thereof and opportunity of a hearing. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly adopted by the Board of Trustees. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

- b. Legal Action. The Parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the rights of specific performance. 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's fees or the reasonable value of a salaried attorney's time.
- c. Other Remedies Available to the Town. In the event the Owner fails to construct any public or other required on-site and off-site Improvements in accordance with the terms and conditions of this Agreement, following the issuance of the guarantee as set forth in this Agreement, the Town may exercise any of the remedies set forth in this Agreement or applicable law. 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 Project 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.
- d. In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Public Improvements, the Town may revoke any certificates of occupancy relating to the development, may revoke the plat or other final development approval, and may refuse to further process any site development application for property owned, in whole or in part, by Owner.

**27. Force Majeure.** Neither Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, or pandemics. The affected Party shall promptly notify the other Party and shall use reasonable efforts to mitigate the effects of such circumstances.

**28. Assignment Rights.** Owner may assign this Agreement to any affiliate, successor, or related entity without Town approval, provided that such assignee assumes all obligations of Owner under this Agreement in writing. Any other assignment shall require Town's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

**29. Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and

requirements of Town Code, and other applicable laws, rules and regulations. Where conflict exists between this Agreement and any other controlling laws, the more stringent provisions shall apply.

**30. Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the state of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as of the Agreement did not contain the particular part, term, or provision held to be invalid.

**31. Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

**32. Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Mesa County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale of the property or portions thereof; provided however, that any successor, grantee or assignee of Owner shall be bound hereby, and this document shall have been recorded and serve as a covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the Town. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the property. Owner shall notify the Town in writing within 15 days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer.

**33. Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Clear Creek County, Colorado.

**34. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

**35. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**36. Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.



**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

**TOWN OF COLLBRAN** a Colorado municipal corporation

By: \_\_\_\_\_, Mayor

ATTEST: \_\_\_\_\_, Town Clerk

**5A Investments, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of 5A Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

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

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

**EXHIBIT A**  
**SUBJECT PROPERTY**

**Commented [WS9]:** Legal description taken from Title Commitment included in application materials. Developer to confirm this is the correct description.

Street Address

TBD

Collbran, Colorado 81624

Address of Record Owner

15381 58 ½ Road

Collbran, Colorado 81624

Tract, Lot, or Parcel Legal Description

Tract "B" in Block 1 of TERRELL'S FIRST ADDITION TO THE TOWN OF COLLBRAN, FIRST FILING, County of Mesa, State of Colorado

AND ALSO the following described parcel:

Beginning at a point from whence the Northeast corner of Section 35, Township 9 South, Range 95 West of the 6th P.M., bears North 01°31'27" East 190.28 feet; thence South 01°31'27" West along the East line of said Section 35 for a distance of 1134.35 feet to the Southeast corner of said NE1/4 NE1/4; thence South 89°22'43" West along the South line of said NE1/4 NE1/4 a distance of 1269.27 feet to a point on the East City Limit Line of Collbran; thence North 01°38'31" East along said East line 898.81 feet to a fence on the North side of an existing road; thence along said fence with the following courses: South 86°19'53" East 374.02 feet; thence North 58°00'09" East 145.45 feet; thence North 69°36'44" East 158.37 feet; thence North 69°19'25" East 186.31 feet; thence North 80°36'09" East 460.42 feet to Point of Beginning;

EXCEPT Terrell's First Addition to the Town of Collbran First Filing, County of Mesa, State of Colorado

THE ABOVE PARCEL is also known as the following description:

Beginning at a point on the East line of the NE1/4 NE1/4, Section 35, Township 9 South, Range 95 West of the 6th P.M. and assuming the said East line to bear N 01°31'27" E with all other bearings herein contained being relative thereto, the NE corner of which bears N 01°31'27" E 638.20 feet; thence for the next three (3) courses along a line 10 feet South and East of and parallel to the South and East boundary of the First Filing of Terrell's First Addition to the Town of Collbran;

- 1) South 77°58'13" E 537.96 feet;
- 2) North 75°23'43" W 394.20 feet;
- 3) South 01°38'31" W 123.47 feet to a point on cul-de-sac curve; thence along the arc of said curve to the Right which has a radius of 50 feet, 235.62 feet, the chord of which bears South 30°23'43" E 70.71 feet; thence along the Southerly and Easterly boundary of said First Filing of Terrell's First Addition for the next six (6) courses:

- 1) South  $75^{\circ}23'43''$  E 115.77 feet to a point of curve to the right with radius of 25.00 feet;
- 2) Along the arc of said curve to the right 46.67 feet, the chord of which bears South  $21^{\circ}54'59''$  E 40.18 feet;
- 3) South  $31^{\circ}33'46''$  W 118.98 feet;
- 4) North  $88^{\circ}58'57''$  W 120.61 feet;
- 5) South  $0^{\circ}00'00''$  W 80.00 feet;
- 6) South  $89^{\circ}31'18''$  E 30.00 feet to a point 10 feet East of the East boundary of said First Filing of Terrell's First Addition to the Town of Collbran; thence South  $0^{\circ}00'00''$  W along said line being 10 feet East of and parallel to said Terrell's First Addition 252.86 feet to a point on the South line of said NE1/4 NE1/4 Section 35; thence North  $89^{\circ}22'43''$  E along said South line 882.99 feet to the SE corner of said NE1/4 NE1/4 Section 35; thence North  $01^{\circ}31'27''$  E along the said East line 686.63 feet to the Point of Beginning, County of Mesa, State of Colorado

**EXHIBIT B**  
Public Improvements Quantities and Cost Estimates



**EXHIBIT C**  
(include PDF in finalized copy)

