

Public Notice



Mt. Crested Butte Water & Sanitation District *Public Hearing and Special Board Meeting* *Agendas*

Monday, June 14, 2021 5:00 p.m.

Please Follow the Link Below:

<https://zoom.us/my/mcbwsdboardmeeting>

Online Password: 8F5HVz

Or by Phone Dial: 1-301-715-8592

Meeting ID: 255 390 9337 (press # for participant ID)

Public Hearing Agenda

1. Call to Order
2. Public Hearing on District Rule 6.3.4 as it relates to the 2nd Hunter Ridge, LLC Petition for Inclusion
3. Adjourn

Board Meeting Agenda

1. Call to Order
2. Board Deliberation and Potential Decision Re: Rule 6.3.4 as it relates to the 2nd Hunter Ridge, LLC Petition for Inclusion
3. Adjourn

The Board may address individual agenda items at their discretion as necessary to accommodate the needs of the Board and audience.



2nd Application for 45 Hunter Hill Road Inclusion Information

Contents:

1. [Notice of Public Hearing](#)
2. [Hunter Ridge, LLC. Inclusion Application](#)
3. [Public Comments](#)
4. [Petitioner Submitted Materials](#)

NOTICE OF PUBLIC HEARING BEFORE THE MT. CRESTED BUTTE WATER & SANITATION DISTRICT

Please take notice that the Mt. Crested Butte Water & Sanitation District (the “District”) will hold a public hearing on Monday, June 14, 2021 at 5:00 p.m. in a virtual meeting format due to COVID-19 restrictions.

Please join the meeting at <https://zoom.us/my/mcbwsdboardmeeting> (Online Password: 8F5HVz) or dial in at (301)715-8592 (Meeting ID: 255 390 9337). Further meeting instructions can be found at www.mcbwsd.com/Agendas-Meetings-Minutes.

The purpose of the hearing is for public input on a new petition for inclusion into the District by Hunter Ridge, LLC, a Colorado limited liability company, the address of which is P.O. Box 1935, Crested Butte, CO 81224. The property proposed to be included within the District is commonly referred to as 45 Hunter Hill Road in Mt. Crested Butte, a 10.458-acre tract with the legal parcel number of 3177-264-00-053. The full legal description of the property is set forth in the new petition for inclusion on file with the District.

All persons interested shall appear at the date and time set forth above and show cause in writing why the petition should not be granted. Those who speak at the public hearing shall be allowed a maximum of 5 minutes to express their comments to the Mt. Crested Butte Water & Sanitation District Board of Directors. Advanced written comments are encouraged and should be received at the Mt. Crested Butte Water & Sanitation District, PO Box 5740, Mt. Crested Butte, CO 81225 or by fax to (970) 349-0412, or by email to info@mcbwsd.com by Wednesday, June 9 at 5:00 PM, Mountain Time.

Please be advised that at the June 14, 2021 meeting, the Board will only decide whether to waive the requirements of this Section 6.3.4 of the District’s Rules and Regulations for this petition. In the event the Board waives the requirements of Section 6.3.4, the Board will continue the public hearing to a date certain to consider the merits of this petition. Accordingly, any written comments submitted prior to, or public comments made at, the June 14, 2021 meeting should be addressed to the issue of whether the Board should waive the requirements of Section 6.3.4. of the District’s Rules and Regulations for this petition. In the event the Board waives the requirements of Section 6.3.4 for this petition, the public will have an additional opportunity to submit written comments prior to and make public comments at the continued public hearing, which will be held at a later date.

For a digital copy of the petition please visit <https://www.mcbwsd.com/57541>

No action or discussion shall take place by the Mt. Crested Butte Water & Sanitation District Board of Directors until the public hearing is officially closed.

Dated this 11th day of May 2021.

/s/ Mike Fabbre
District Manager

Published in the *Crested Butte News*.
Issues of 5/14, 5/21, 5/28, 6/4, 6/11.

April 8, 2021

Mt. Crested Butte Water and Sanitation District

Petition for Inclusion

6.4.1 : Hunter Ridge, LLC. Jamie Watt, Managing Partner
PO Box 1935
Crested Butte, CO 81224

6.4.2: Shanon Phillips. 100% stockholder
40336 Loosemoore Rd
Gonzales, LA 70737

6.4.3: See attached

6.4.4: N/A

6.4.5: See attached

6.4.6: See attached. Full copy provided by pdf.

6.4.7: No water rights

6.4.8: N/A

6.4.9: See attached. Full size provided by pdf.

6.4.10: See attached. Full size provided by pdf

6.4.11: See attached. Full copy provided by pdf

6.4.12: See attached Utility Plan. Full copy provided by pdf
4 Single Family/4 Triplexes

6.4.13: As requested

6.4.14: Submitted

6.4.15: See attached

6.4.16: See attached

Submitted by



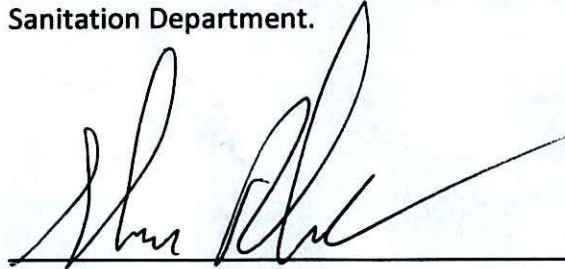
Jamie Watt, Managing Partner,
Hunter Ridge, LLC.

4/8/21

Date

April 2, 2021

As 100% owner of the shares of Hunter Ridge, LLC, I give my consent for the Petition for Inclusion submitted by Jamie Watt, Managing Partner, to the Mt. Crested Butte Water & Sanitation Department.



Shanon Phillips

4/5/21

Date

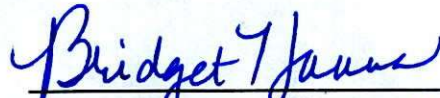
STATE OF LOUISIANA)

)ss.

County of Ascension)

The foregoing instrument was acknowledged before me this 5th day of April, 2021,
by Shanon Phillips, Partner, Hunter Ridge, LLC..

Witness my hand and official seal.
My commission expires: 06-30-2024



Notary Public
Clerk of Court Ascension Parish



1/2/21

1/2/21

1/2/21

1/2/21





State Documentary Fee
Date: March 01, 2018
\$50.00

Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

THIS DEED, made on March 1st, 2018 by GLACIER BANK, A MONTANA BANKING CORPORATION Grantor(s), of the County of Mesa and State of Colorado for the consideration of (\$500,000.00) ***Five Hundred Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is PO BOX 1935, CRESTED BUTTE, CO 81224, County of Gunnison, and State of Colorado, the following real property in the County of Gunnison, and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: (VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to *general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matter (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS AND SUBJECT TO THOSE ITEMS AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.*

GLACIER BANK, A MONTANA BANKING CORPORATION

By: *Bruce L. Penny*
BRUCE L. PENNY, EXECUTIVE VICE PRESIDENT,
CHIEF CREDIT OFFICER OF BANK OF THE SAN
JUANS, DIVISION OF GLACIER BANK

State of Colorado)
)ss.
County of MESA)

The foregoing instrument was acknowledged before me on this day of ²⁻²⁶⁻¹⁸ ~~March 1st, 2018~~ by BRUCE L. PENNY AS EXECUTIVE VICE PRESIDENT, CHIEF CREDIT OFFICER OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK, GLACIER BANK, A MONTANA BANKING CORPORATION

Witness my hand and official seal

My Commission expires: 3-18-2022 *Jeri L. Hartman*
Notary Public

JERRI L. HARTMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20014025337
My Commission Expires March 18, 2022

When Recorded Return to: HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY
PO BOX 1935, CRESTED BUTTE, CO 81224



651954

3/1/2018 2:34:10 PM 2 of 3

Gunnison County, CO

Exhibit A

A PARCEL OF LAND LOCATED IN THE SW¹/₄SE¹/₄ OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE 1/16TH CORNER OF SAID SECTION 26;
THENCE SOUTH 89°36'06" WEST A DISTANCE OF 735.00 FEET ALONG THE NORTH BOUNDARY OF SAID SW¹/₄SE¹/₄;
THENCE SOUTH 01°46'08" WEST A DISTANCE OF 370.00 FEET;
THENCE SOUTH 39°43'54" EAST A DISTANCE OF 434.00 FEET;
THENCE SOUTH 50°28'54" EAST A DISTANCE OF 429.00 FEET;
THENCE SOUTH 24°53'54" EAST A DISTANCE OF 180.00 FEET;
THENCE SOUTH 58°48'54" EAST A DISTANCE OF 127.07 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SW¹/₄SE¹/₄;
THENCE NORTH 02°11'48" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 1211.64 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE TRACT OF LAND AS CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION IN THE DEED RECORDED AUGUST 28, 1972 IN BOOK 443 AT PAGE 74;

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION BY DEED RECORDED FEBRUARY 25, 1974 IN BOOK 465 AT PAGE 427 AND IN DEED RECORDED FEBRUARY 26, 1974 IN BOOK 465 AT PAGE 429,

ALSO LESS AND EXCEPT THE TWO TRACTS OF LAND CONVEYED TO MLJ REAL ESTATE, LP BY WARRANTY DEED RECORDED JULY 15, 2014 UNDER RECEPTION NO. 627782 AND RERECORDED JULY 28, 2014 UNDER RECEPTION NO. 627999,

ALSO LESS AND EXCEPT THE TRACT OF LAND CONVEYED TO THE TOWN OF MT. CRESTED BUTTE, BEING A PORTION OF HUNTER HILL ROAD, IN BARGAIN AND SALE DEED RECORDED FEBRUARY 24, 2014 UNDER RECEPTION NO. 625652,

COUNTY OF GUNNISON,
STATE OF COLORADO.

651954

3/1/2018 2:34:10 PM 3 of 3

Gunnison County, CO

EXHIBIT B

Property Address: (VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225

RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 02, 1927, IN BOOK 235 AT PAGE 137.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED SEPTEMBER 12, 1972 IN BOOK 443 AT PAGE 446 AND RELEASE OF OBLIGATIONS RECORDED SEPTEMBER 22, 1978 IN BOOK 520 AT PAGE 743.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED JANUARY 18, 1994 IN BOOK 739 AT PAGE 121 AS AMENDED BY INSTRUMENT RECORDED JUNE 27, 1995 IN BOOK 766 AT PAGE 156.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MARCH 18, 1994 IN BOOK 742 AT PAGE 398.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 08, 1994 IN BOOK 743 AT PAGE 469.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITIES EASEMENT RECORDED MAY 17, 1994 IN BOOK 745 AT PAGE 598 AS CORRECTED BY INSTRUMENT RECORDED JUNE 14, 1994 IN BOOK 747 AT PAGE 148.

TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN INCLUSION ORDER IN THE MATTER OF THE BOUNDARIES OF THE CRESTED BUTTE FIRE PROTECTION DISTRICT RECORDED NOVEMBER 21, 1994, IN BOOK 756 AT PAGE 62 AS AMENDED BY INSTRUMENT RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE 689.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. RECORDED DECEMBER 16, 1994 IN BOOK 757 AT PAGE 319.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED OCTOBER 14, 1998 UNDER RECEPTION NO. 487842.

EASEMENT AND RIGHT OF WAY FOR HUNTER HILL ROAD AND OVERLOOK ROAD AS SHOWN ON THE GUNNISON COUNTY ASSESSOR'S MAP STORED IN LAND TITLE'S SYSTEM AS ESI 33251221.

MATTERS DISCLOSED ON BOUNDARY AND EASEMENT SKETCH ISSUED BY NCW & ASSOCIATES, INC. CERTIFIED JULY 17, 2017, JOB NO. 17111.00 SAID DOCUMENT STORED AS OUR ESI 34871275.



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **GUR88000227-12**

Date: **04/16/2019**

Property Address: **(VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Christina Cesario
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 349-0115 (Work)
(800) 834-5192 (Work Fax)
ccesario@ltgc.com
Company License: CO44565

Closer's Assistant

Shirley Barcome
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 349-0115 (Work)
(800) 833-4065 (Work Fax)
sbarcome@ltgc.com
Company License: CO44565

For Title Assistance

Your Response Team
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
gcreponse@ltgc.com

Seller/Owner

GLACIER BANK, A MONTANA BANKING CORPORATION
Delivered via: No Commitment Delivery

Agent for Seller

CRESTED BUTTE RESORT REAL ESTATE LLC
Attention: CINDY ERVIN
PO BOX 5700
MT CRESTED BUTTE, CO 81225
(970) 209-5233 (Cell)
(970) 349-4999 (Work)
(970) 349-4265 (Work Fax)
cervin@cbmr.com

Agent for Buyer

CRESTED BUTTE RESORT REAL ESTATE LLC
Attention: JAMIE WATT
PO BOX 5700
MT CRESTED BUTTE, CO 81225
(970) 209-2675 (Cell)
(970) 349-4265 (Work)
alpinewatt@hotmail.com

Agent for Seller

THE REAL ESTATE STORE
Attention: MICHELLE KLIPPERT
500 E MAIN ST
MONTROSE, CO 81401
(970) 275-3016 (Cell)
(970) 249-7653 (Work)
michelleklippertrealtor@gmail.com



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **GUR88000227-12** Date: **04/16/2019**
Property Address: **(VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO**
81225
Parties: **HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY**
GLACIER BANK, A MONTANA BANKING CORPORATION

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$1,271.00
Deletion of Standard Exception(s)	\$65.00
Tax Certificate	\$25.00
	Total \$1,361.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Gunnison county recorded 03/30/2015 under reception no. 632079](#)

[Gunnison county recorded 08/22/2011 under reception no. 607524](#)

ALTA COMMITMENT
Stewart Title Guaranty Company
Schedule A

Order Number: GUR88000227-12

Property Address:

(VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225

1. Effective Date:

02/15/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$500,000.00

Proposed Insured:

HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY
COMPANY

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

GLACIER BANK, A MONTANA BANKING CORPORATION

5. The Land referred to in this Commitment is described as follows:

A PARCEL OF LAND LOCATED IN THE SW¹/₄SE¹/₄ OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE 1/16TH CORNER OF SAID SECTION 26;
THENCE SOUTH 89°36'06" WEST A DISTANCE OF 735.00 FEET ALONG THE NORTH BOUNDARY OF SAID SW¹/₄SE¹/₄;
THENCE SOUTH 01°46'06" WEST A DISTANCE OF 370.00 FEET;
THENCE SOUTH 39°43'54" EAST A DISTANCE OF 434.00 FEET;
THENCE SOUTH 50°28'54" EAST A DISTANCE OF 429.00 FEET;
THENCE SOUTH 24°53'54" EAST A DISTANCE OF 180.00 FEET;
THENCE SOUTH 58°48'54" EAST A DISTANCE OF 127.07 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SW¹/₄SE¹/₄;
THENCE NORTH 02°11'48" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 1211.64 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE TRACT OF LAND AS CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION IN THE DEED RECORDED AUGUST 28, 1972 IN BOOK 443 AT PAGE [74](#);

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION BY DEED RECORDED FEBRUARY 25, 1974 IN BOOK 465 AT PAGE [427](#) AND IN DEED RECORDED FEBRUARY 26, 1974 IN BOOK 465 AT PAGE [429](#),

ALSO LESS AND EXCEPT THE TWO TRACTS OF LAND CONVEYED TO MLJ REAL ESTATE, LP BY WARRANTY DEED RECORDED JULY 15, 2014 UNDER RECEPTION NO. [627782](#) AND RERECORDED JULY 28, 2014 UNDER RECEPTION NO. [627999](#),

ALSO LESS AND EXCEPT THE TRACT OF LAND CONVEYED TO THE TOWN OF MT. CRESTED BUTTE, BEING A PORTION OF HUNTER HILL ROAD, IN BARGAIN AND SALE DEED RECORDED FEBRUARY 24,

ALTA COMMITMENT
Stewart Title Guaranty Company
Schedule A

Order Number: GUR88000227-12

2014 UNDER RECEPTION NO. [625652](#),

COUNTY OF GUNNISON,
STATE OF COLORADO.

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ALTA COMMITMENT
Stewart Title Guaranty Company
Schedule B-1
(Requirements)

Order Number: GUR88000227-12

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. (THIS ITEM WAS INTENTIONALLY DELETED)
4. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

5. (THIS ITEM WAS INTENTIONALLY DELETED)

NOTE: THE OPERATING AGREEMENT FOR HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES JAMIE WATT OR SHANON PHILLIPS AS THE MANAGER/MEMBER THAT ARE AUTHORIZED

TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

6. (THIS ITEM WAS INTENTIONALLY DELETED)
7. WARRANTY DEED FROM GLACIER BANK, A MONTANA BANKING CORPORATION TO HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

ALTA COMMITMENT
Stewart Title Guaranty Company
Schedule B-1
(Requirements)

Order Number: GUR88000227-12

The following are the requirements to be complied with:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, EXCEPTIONS 1 THROUGH 4 OF THE STANDARD EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, EXCEPTION NO. 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, EXCEPTION NO. 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

ALTA COMMITMENT

Stewart Title Guaranty Company

Schedule B-2

(Exceptions)

Order Number: GUR88000227-12

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 02, 1927, IN BOOK 235 AT PAGE [137](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED SEPTEMBER 12, 1972 IN BOOK 443 AT PAGE [446](#) AND RELEASE OF OBLIGATIONS RECORDED SEPTEMBER 22, 1978 IN BOOK 520 AT PAGE [743](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED JANUARY 18, 1994 IN BOOK 739 AT PAGE [121](#) AS AMENDED BY INSTRUMENT RECORDED JUNE 27, 1995 IN BOOK 766 AT PAGE [156](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MARCH 18, 1994 IN BOOK 742 AT PAGE [398](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 08, 1994 IN BOOK 743 AT PAGE [469](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITIES EASEMENT RECORDED MAY 17, 1994 IN BOOK 745 AT PAGE [598](#) AS CORRECTED BY INSTRUMENT RECORDED JUNE 14, 1994 IN BOOK 747 AT PAGE [148](#).
14. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN INCLUSION ORDER IN THE MATTER OF THE BOUNDARIES OF THE CRESTED BUTTE FIRE PROTECTION DISTRICT RECORDED NOVEMBER 21, 1994, IN BOOK 756 AT PAGE [62](#) AS AMENDED BY INSTRUMENT RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE [689](#).

ALTA COMMITMENT

Stewart Title Guaranty Company

Schedule B-2

(Exceptions)

Order Number: GUR88000227-12

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. RECORDED DECEMBER 16, 1994 IN BOOK 757 AT PAGE [319](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED OCTOBER 14, 1998 UNDER RECEPTION NO. [487842](#).
17. EASEMENT AND RIGHT OF WAY FOR HUNTER HILL ROAD AND OVERLOOK ROAD AS SHOWN ON THE GUNNISON COUNTY ASSESSOR'S MAP STORED IN LAND TITLE'S SYSTEM AS ESI [33251221](#).
18. MATTERS DISCLOSED ON BOUNDARY AND EASEMENT SKETCH ISSUED BY NCW & ASSOCIATES, INC. CERTIFIED JULY 17, 2017, JOB NO. 17111.00
SAID DOCUMENT STORED AS OUR ESI [34871275](#).



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

DISCLOSURES

Pursant to C.R.S. 10-11-122, notice is hereby given that:

- (a) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN THE SPECIAL TAXING DISTRICT;
- (b) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (c) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Note: Colorado Division of Insurance Regulations 3-5-1, Subparagraph (7) (E) requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title - Crested Butte conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (a) The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- (b) No labor or materials have been furnished by mechanic or materialment for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (c) The Company must receive payment of the appropriate premium.
- (d) If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the Insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- (a) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THESE DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION SEVERED MINERALS.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reason we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Commitment for Title Insurance
Issued By
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, Texas Corporation (Company), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

stewart title

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880


President



Stewart Title Guaranty Company


Matt Morris
President and CEO


Denise Carraux
Secretary



AMERICAN LAND TITLE ASSOCIATION ALTA COMMITMENT FORM Adopted 6-17-06
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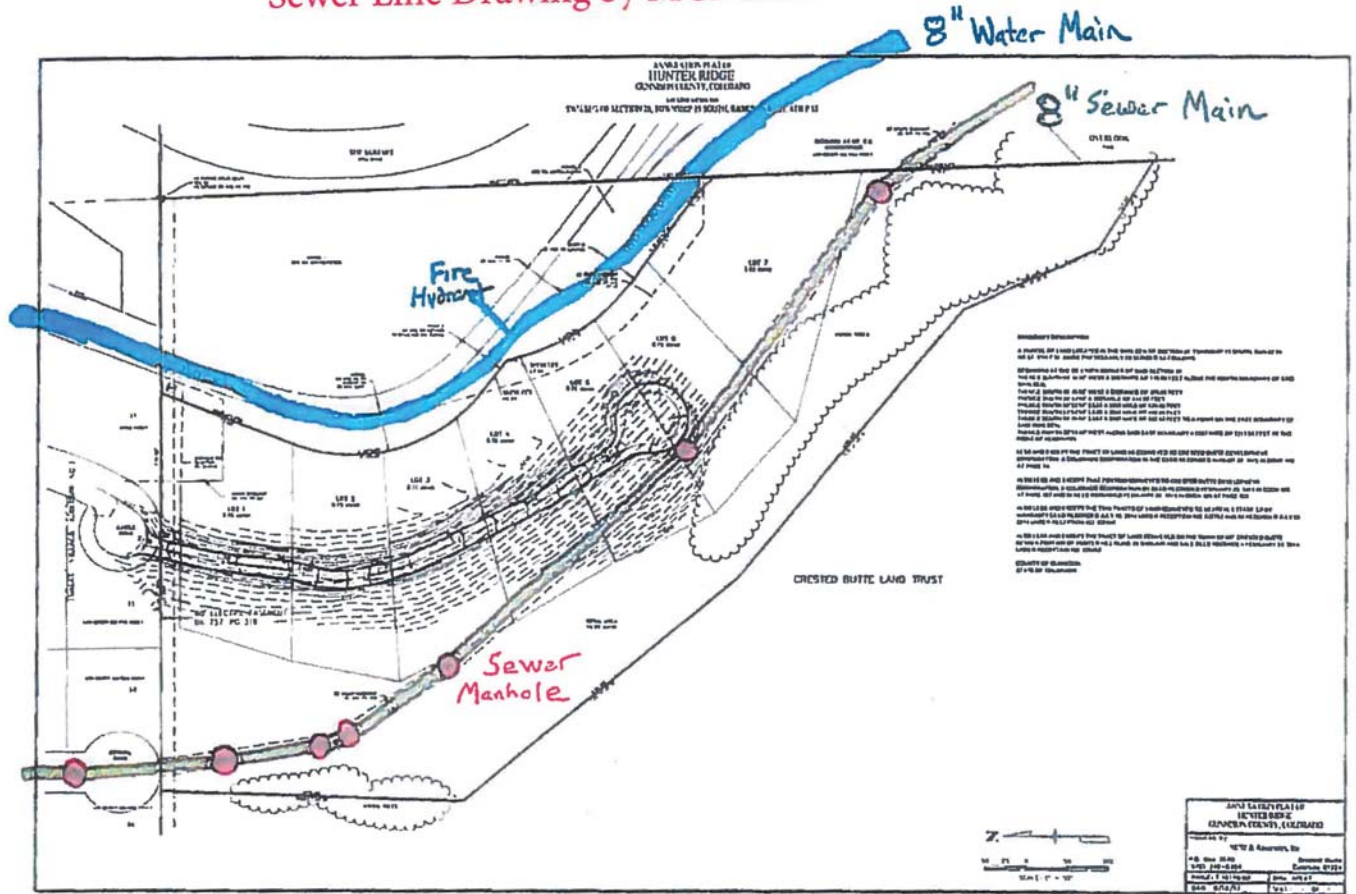
Conditions

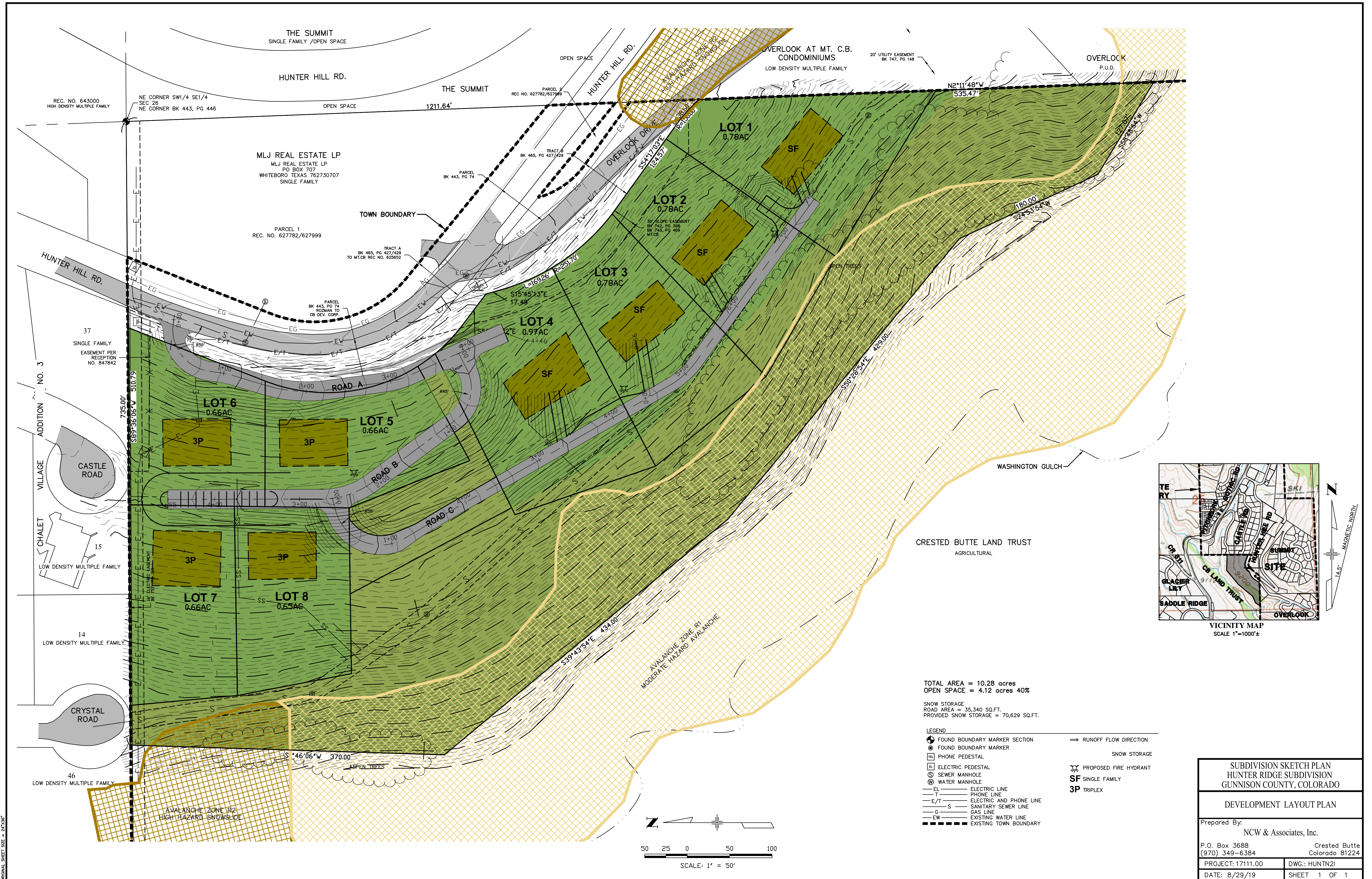
1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

All notices required to be given to the Company and any statement in writing required to be furnished the Company shall be addressed to at P.O. Box 2029, Houston, Texas 77252.

AMERICAN LAND TITLE ASSOCIATION ALTA COMMITMENT FORM Adopted 6-17-06
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Sewer Line Drawing by MCBWSD

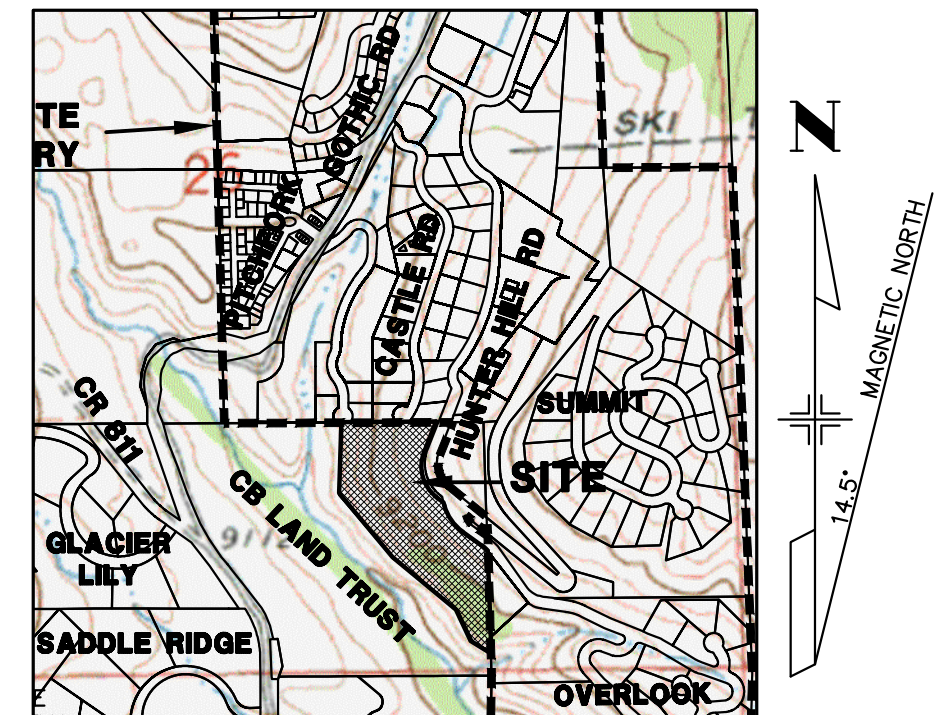




TOTAL AREA = 10.28 acres
 OPEN SPACE = 4.12 acres 40%

SNOW STORAGE
 ROAD AREA = 35,340 SQ.FT.
 PROVIDED SNOW STORAGE = 70,629 SQ.FT.

- LEGEND**
- FOUND BOUNDARY MARKER SECTION
 - FOUND BOUNDARY MARKER
 - ⊕ PHONE PEDESTAL
 - ⊖ ELECTRIC PEDESTAL
 - ⊙ SEWER MANHOLE
 - ⊙ WATER MANHOLE
 - EL — ELECTRIC LINE
 - T — PHONE LINE
 - E/T — ELECTRIC AND PHONE LINE
 - S — SANITARY SEWER LINE
 - G — GAS LINE
 - EW — EXISTING WATER LINE
 - — — EXISTING TOWN BOUNDARY
 - ⇒ RUNOFF FLOW DIRECTION
 - SNOW STORAGE
 - ⊕ PROPOSED FIRE HYDRANT
 - SF SINGLE FAMILY
 - 3P TRIPLEX



**SUBDIVISION SKETCH PLAN
 HUNTER RIDGE SUBDIVISION
 GUNNISON COUNTY, COLORADO**

DEVELOPMENT LAYOUT PLAN

Prepared By:
 NCW & Associates, Inc.
 P.O. Box 3688 Crested Butte
 (970) 349-6384 Colorado 81224

PROJECT: 17111.00	DWG.: HUNTN2I
DATE: 8/29/19	SHEET 1 OF 1

ORIGINAL SHEET SIZE = 24" x 36"

**NOTICE OF PUBLIC HEARING BEFORE THE
TOWN COUNCIL
TOWN OF MT. CRESTED BUTTE, COLORADO**

Please take notice that the Mt. Crested Butte Town Council will hold a public hearing on Tuesday, February 20, 2018 at 6:00 p.m. in the Council Chambers, Municipal Building, Mt. Crested Butte, Colorado.

The purpose of the hearing is for public input on the amended annexation petition set forth below and incorporated herein by this reference for the purpose of determining and finding whether the area proposed to be annexed in said petition meets the applicable requirements of Section 30, Article II of the Colorado Constitution, §§31-12-104 and 31-12-105, Colorado Revised Statutes and the provisions of the Town of Mt. Crested Butte Resolution No. 1, Series 1995, and is considered eligible for annexation.

The 10.28 acre parcel is located in the SW1/4 SE1/4 of Section 26, Township 13 South, Range 86 West, 6th P.M.

The application submitted by Hunter Ridge, LLC, on behalf of Glacier Bank is available for public viewing at the Mt. Crested Butte Town Hall, 911 Gothic Road, Mt. Crested Butte, CO during regular business hours.

All interested parties are urged to attend. Written comments are welcome and should be received at the Town Offices, P. O. Box 5800, Mt. Crested Butte, CO 81225-5800, or by fax to (970) 349-6326, by Thursday, February 15, 2018.

Dated this 30th day of January, 2018.

/s/ Jill Lindros
Town Clerk

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance of the meeting.

Published in the *Crested Butte News*.

Issue of February 2 and 9, 2018.

Memorandum

Date: February 5, 2018
To: Town Council
From: Carlos L. Velado Community Development Director
Subject: Hunter Ridge Annexation Eligibility

Application Background

Staff has received an application for annexation of a 10.28 acre parcel of property currently known as the Hunter Ridge Parcel. The subject parcel runs along the south side of Hunter Hill Rd just past 33 Hunter Hill Rd. It also sits across from the 2 acre Hillside parcel which was annexed by the Town in 2014.

The applicant is Hunter Ridge, LLC acting on behalf of Glacier Bank (see attached letter of authorization). The applicant is under contract to purchase the Hunter Ridge Parcel, pending annexation. The applicant is seeking to subdivide the parcel in the future and has submitted a zoning and conceptual land use plan to the Town which are included in your packets. The Town Council determined the applicant's petition for annexation to be in compliance with state law and Town requirements on January 16, 2018 and scheduled the required public hearing for February 20, 2018.

Inspiration Ridge

In the past 15 years, the parcel has applied to the Town for annexation on 2 separate occasions. Both applications included an additional 2 acre parcel now known as the Hillside Parcel. The proposed name of the development was Inspiration Ridge/Point. The applicant was pursuing zoning and subdivision approval during the annexation process. The initial application in 2003 proposed 15 lots on the approximately 13.92 acre tracts. They were requesting a zoning of Low Density Multiple Family for the 15 lots which were intended to house 2 units/lot. The parcels received Town Council approval (Resolution No. 2 Series 2003) for eligibility for annexation but the application was subsequently withdrawn after receiving a recommendation of denial from the Planning Commission on the Subdivision Sketch Plan application (See attached denial recommendation October 2003).

The same applicant submitted a second application for the same 2 parcels in 2006. The applicant was only seeking annexation and zoning of single family residential. The parcels received Town Council approval (Resolution No. 7 Series 2007) for eligibility of annexation but the application was subsequently withdrawn during the economic downturn.

Petition for Annexation

State Statute and the State Constitution dictates that no unincorporated area may be annexed unless the annexing municipality has received a petition for annexation with the Town. The Council accepted the Petition for Annexation on January 16, 2018.

Eligibility and Limitations

As part of the resolution initiating annexation proceeding by the Town, or of a resolution finding substantial compliance of an annexation petition, The Town shall hold a hearing to determine if the proposed annexation complies with the State constitution and sections 31-12-104 (Eligibility) and 31-12-105 (limitations) of state statutes. Pursuant to Section 31-12-104 no annexation may occur unless:

- (a) Not less than 1/6 of the perimeter of the area to be annexed is contiguous with the Town boundary. **The application meets this requirement with just under 1/3 (31%) of the perimeter being contiguous with the Town Boundary.**
- (b) There is a community of interest between the area to be annexed and the Town, that the area is urban or will be urbanized in the future, that the area is integrated or capable of being integrated into the Town. **Establishing the 1/6 contiguity also establishes compliance with the community of interest factor unless at least 2 of the following circumstances exist:**
 - 1) Less than fifty percent of the adult residents of the area proposed to be annexed make use of part or all of the following types of facilities of the annexing municipality: Recreational, civic, social, religious, industrial, or commercial; and less than twenty-five percent of said area's adult residents are employed in the annexing municipality. If there are no adult residents at the time of the hearing, this standard shall not apply. **N/A The property is undeveloped and there are no adult residents on the property.**
 - 2) One-half or more of the land in the area proposed to be annexed (including streets) is agricultural, and the landowners of such agricultural land, under oath, express an intention to devote the land to such agricultural use for a period of not less than five years. **N/A There is only one prospective land owner and this owner is applying for annexation and is not proposing to use the land for agricultural purposes.**
 - 3) It is not physically practicable to extend to the area proposed to be annexed those urban services which the annexing municipality provides in common to all of its citizens on the same terms and conditions as such services are made available to such citizens. This standard shall not apply to the extent that any portion of an area proposed to be annexed is provided or will within the reasonably near future be provided with any service by or through a quasi-municipal corporation. **N/A It is possible to provide common services to the property.**

Section 31-12-105 also contains limitations on the ability to annex property. Those limitations are:

- 1) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, shall be divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road, or other public way. **N/A No land is held in identical ownership and only one parcel is being proposed for annexation.**
- 2) No land in identical ownership that comprises 20 acres and has improvements with an assessed value in excess of \$200,000.00 for ad valorem tax purposes may be included in the annexation without the written consent of the owner, unless said property constitutes an enclave totally surrounded by the Town. **N/A No land is held in identical ownership.**
- 3) No annexation resolution or petition is valid when annexation proceedings have been initiated for the annexation of part of such territory by another municipality. **Application is not under review for annexation by another municipality.**
- 4) If an annexation will result in detachment of the area from a school district and its removal to another school district, a resolution of the school district to which the property would be added is required. **N/A Property is in and to remain in RE1-J school district.**
- 5) In general, an annexation may not extend the Town's boundaries in any one year by more than three miles. **N/A**
- 6) In establishing boundaries of the area proposed to be annexed, if a portion of a platted street is to be annexed, there is a requirement that the entirety of the platted street be annexed so as not to create confusion over who maintains the street. **N/A No streets being annexed.**
- 7) No annexation may deny reasonable access to landowners of easements adjoining a platted street or alley that the municipality annexes. **N/A**

Town Resolution No. 1 Series 1995

The Town has an annexation resolution in place that purports to add additional eligibility requirements, including that the Council must find and determine that the property to be annexed is in full compliance with the Mt Crested Butte Master Plan (Community Plan); and there exists an economic need of the Town for additional subdivided and developable or developed lands within the Town boundaries; or the proposed annexation will provide the Town with amenities or facilities which are desired by the Town, and which the Town determines justifies the annexation of the property.

The Town's Attorney has determined that the additional components from the resolution are unenforceable under State law for consideration at eligibility.

Eligibility is a statutory process defined by the legislature. The additional components in the Resolution are more appropriately examined at final consideration of annexation and fit into an analysis of whether the Town should annex the property.

Subdivision

State statute (31-12-115) provides that the applicant can be required to submit to the Town's subdivision process at any time following determination that the annexation petition is valid. If the Town Council is to determine that the parcel is eligible for annexation, staff suggests that the Council require the applicant to submit an application for subdivision to the Town, which process will occur contemporaneously with the annexation process. This would initiate the subdivision process which would allow the Planning Commission and the Town Council to explore the land use plan more thoroughly and address concerns expressed by the public. No annexation would be approved without the approval of a subdivision application.

Impact Report

The required impact report, pursuant to CRS 31-12-108.5, has been submitted to the Gunnison County Board of County Commissioners (BOCC) within the required timeframe. No comment has been received as of the writing of this memorandum.

Town Council Consideration

The Town staff has reviewed the application and determined that the annexation application is in compliance with the State Constitution and Sections 31-12-104 (Eligibility) and 31-12-105 (Limitations) as set forth in the Colorado Revised State Statutes. After the public hearing, the Town, by resolution, shall set forth its findings of fact and conclusions with reference to the following matters:

- 1) Whether or not the requirements of the State Constitution and Sections 31-12-104 and 31-12-105 have been met;
- 2) Whether or not an election is required;
- 3) Whether or not additional terms or conditions are to be imposed.

If there is a finding of lack of compliance the State's Constitution or Statutes as set forth above, then annexation proceedings shall be terminated. If additional terms or conditions are imposed, such may be done by creation of an annexation agreement or an election. Town staff has received a draft annexation

agreement. No additional conditions are to be imposed at this time. All public comment received has been included with your packet.

Proposed Motions

Approval

I move to approve Resolution No. 8 Series 2018 which finds that the annexation petition filed by Hunter Ridge, LLC for the annexation of a 10.28 acre parcel of land adjacent to the boundaries of the Town of Mt Crested Butte to be eligible for annexation based on the findings set forth herein, and to require the applicant to submit a subdivision application, which process will run concurrently with the annexation process.

Denial

I move to deny Resolution No. 8 Series 2018 by finding that the annexation petition filed by Hunter Ridge, LLC for the annexation of a 10.28 acre parcel of land adjacent to the boundaries of the Town of Mt Crested Butte to be in non-compliance with the eligibility requirements of State law and is not eligible for annexation.



DIVISION OF GLACIER BANK
ONE BIG HAPPY LITTLE BANK

144 East Eighth St.
Durango CO 81301

816 Royal Gorge Blvd.
Cañon City, CO 81212

2101 Fremont Dr.
Cañon City, CO 81212

703 Royal Gorge Blvd.
Cañon City, CO 81212

1 North Pkwy.
Colorado City, CO 81019

518 North Chelton Rd.
Colorado Springs, CO 80909

3204 West Colorado Ave.
Colorado Springs, CO 80904

600 Yampa Ave. P.O. Box 246
Craig, CO 81626

1710 North Main Ave.
Durango CO 81301

401 East Main St.
Florence, CO 81226

2452 Highway 6 and 50
Grand Junction, CO 81505

2775 Acrin Ave.
Grand Junction, CO 81503

685 Horizon Dr.
Grand Junction, CO 81506

431 Power Rd.
Grand Junction, CO 81507

252 West Jefferson Ave. P.O. Box 700
Hayden, CO 81639

504 Main St. P.O. Box 600
Meeker, CO 81641

319 East Main St. P. O. Box 68
Oak Creek, CO 80467

305 Hot Springs Blvd. P.O. Box 2830
Pagosa Springs CO 81147

101 West Fifth St.
Pueblo, CO 81003

2 Amherst Ave.
Pueblo, CO 81005

76 East Dunlap Dr.
Pueblo West, CO 81007

222 West Main St. P.O. Box 175
Rangely, CO 81648

270 Anglers Dr. P.O. Box 880160
Steamboat Springs, CO 80488

January 8, 2018

To whom it may concern:

The Bank of the San Juans (Glacier Bank) agrees to allow the current contractual buyer, Hunter Ridge, LLC, to petition for the annexation of the property at TBD Hunter Hill Road Mt. Crested Butte, CO 81225 (parcel #3177-264-00-053) on behalf of the seller, Glacier Bank. All monitory expenses involved with the annexation shall be the sole responsibility of the buyer, Hunter Ridge, LLC and/or Assigns.

Sincerely,

Bruce L. Penny

Executive Vice President/ Chief Credit Officer

Mt. CRESTED BUTTE AMENDED PETITION FOR ANNEXATION
Hunter Ridge
(Hunter Ridge, LLC - Glacier Bank)

A. Petition. Hunter Ridge, LLC on behalf of Glacier Bank, 100% owner of the property set forth as:

A PARCEL OF LAND LOCATED IN THE SW¼ SE¼ OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 80 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE 1/16TH CORNER OF SAID SECTION 26;
THENCE SOUTH 89°36'06" WEST A DISTANCE OF 735.00 FEET ALONG THE NORTH BOUNDARY OF SAID SW¼ SE¼;
THENCE SOUTH 10°46'06" WEST A DISTANCE OF 370.00 FEET;
THENCE SOUTH 39°43'54" A DISTANCE OF 434.00 FEET;
THENCE SOUTH 50°28'54" EAST A DISTANCE OF 429.00 FEET;
THENCE SOUTH 24°53'54" EAST A DISTANCE OF 160.00 FEET;
THENCE SOUTH 58°48'54" EAST A DISTANCE OF 127.07 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SW¼ SE¼;
THENCE NORTH 02°11'48" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 1271.64 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE TRACT OF LAND AS CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION IN THE DEED RECORDED AUGUST 28, 1972 IN BOOK 443 AT PAGE 74;

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION BY DEED RECORDED FEBRUARY 25, 1974 IN BOOK 465 AT PAGE 427 AND IN DEED RECORDED FEBRUARY 26, 1974 IN BOOK 465 AT PAGE 429,

ALSO LESS AND EXCEPT THE TWO TRACTS OF LAND CONVEYED TO MLJ REAL ESTATE, LP BY WARRANTY DEED RECORDED JULY 15, 2014 UNDER RECEPTION NO. 627782 AND RERECORDED JULY 28, 2014 UNDER RECEPTION NO. 627999,

ALSO LESS AND EXCEPT THE TRACT OF LAND CONVEYED TO THE TOWN OF MT. CRESTED BUTTE, BEING A PORTION OF HUNTER HILL ROAD, IN BARGAIN AND SALE DEED RECORDED FEBRUARY 24, 2014 UNDER RECEPTION NO. 625652.

COUNTY OF GUNNISON,
STATE OF COLORADO.

and hereby petitions the Town of Mt. Crested Butte, Colorado to annex the property above to the Town of Mt. Crested Butte, Colorado. As grounds therefore, the petitioner states:

I. It is desirable and necessary that such area be annexed to the Town of Mt. Crested Butte as the property is between the Town boundaries on Hunter Hill Road;

II. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Mt. Crested Butte, Colorado, and a community of interest exists between the proposed parcel and the annexing municipality.

A. The Property meets the requirements of C.R.S. Sections 31-12-104 and 31-12-105, in that:

- a. Not less than one-sixth of the perimeter of the Property is contiguous with the Town, which contiguity may be established by the annexation of one or more parcels in a series.
- b. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated with or is capable of being integrated with the Town.
- c. Without the consent of the landowners, no land included within the Property which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. is divided into separate parts or parcels, unless such tracts or parcels are separated by a dedicated street, road, or other public way; or
 - ii. comprises 20 acres or more and, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation.
- d. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
- e. The annexation of the Property will not result in the detachment of area from any school district and the attachment of same to another school district.
- f. The annexation of the Property will not have the effect of extending the boundary of the Town more than three miles in any direction from any point of the Town's boundary in any one year.
- g. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
- h. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.

III. The undersigned is the designated agent of the one hundred percent (100%) of the owner of the property which is petitioned to be annexed.

Submitted this 8 day of Jan, ²⁰¹⁸~~2017~~. *yw*

HUNTER RIDGE, LLC,
a Colorado limited liability company

By: *Jane Watt*
Name: Jane Watt
Title: Managing Partner Hunter Ridge, LLC.

Address: P.O. Box 1935
Crested Butte, CO 81224

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That he was the circulator of the foregoing Petition for Annexation of the Property to the Town of Mt. Crested Butte, Colorado and that each signature hereon is the true signature of the person whose name it purports to be.

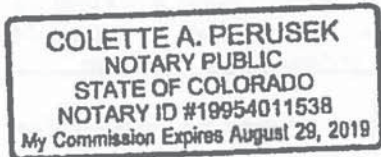

Circulator

STATE OF Colorado
County of Gunnison ss.

The foregoing was sworn to and acknowledged before me this 8th day of January, 2018, by Michael C. Dawson as Circulator and attorney for Petitioners.

Witness my hand and official seal.
My commission expires: Aug. 29, 2019


Notary Public



RESOLUTION No. 1, Series 1995 information:

B. Annexation Map. Together with this petition for annexation, attached are four copies of an annexation map containing the following information:

I. A written legal description of the boundaries of the area proposed to be annexed;

II. A map showing the boundary of the area proposed to be annexed;

III. Within the annexation boundary map, a showing of location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

IV. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous of any other municipality abutting the area proposed to be annexed.

C. Fees: The applicant is submitting the sum of \$2,028.00 representing the annexation application fee. The applicant will also be responsible for all the costs of publications and recording.

D. Land Use Plan Attached please find the Land Use Plan containing a site plan, existing and proposed roads, drainage basins, and irrigation ditches, the proposed land use, including specific densities of development, and a zoning plan for the property complying with the Master Plan of the Town of Mt. Crested Butte.

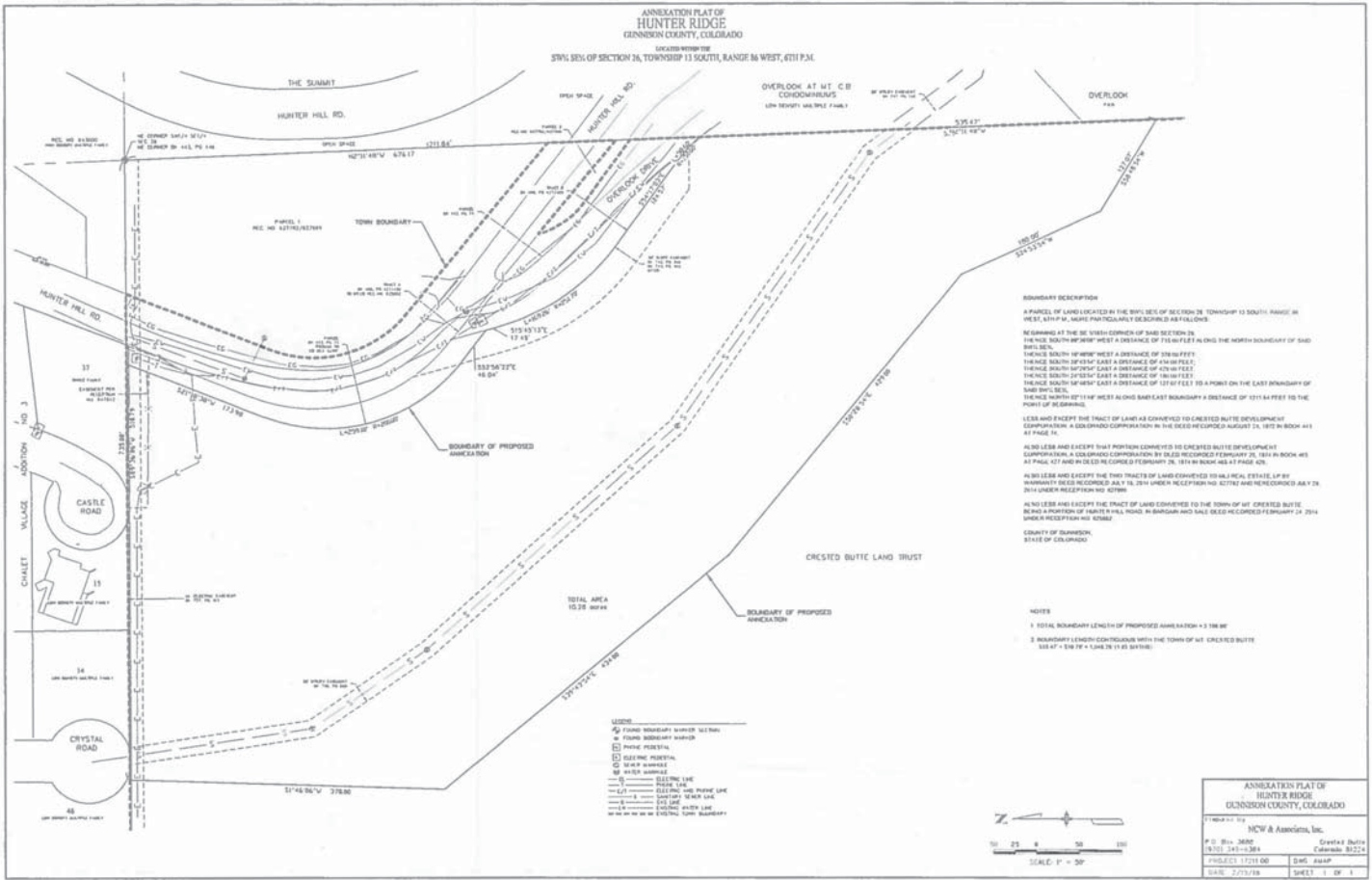
E. Extension of Municipal Services. All municipal services are capable of being extended to the area sought to be annexed without cost to the Town as shown by the attached letters from the utility providers.

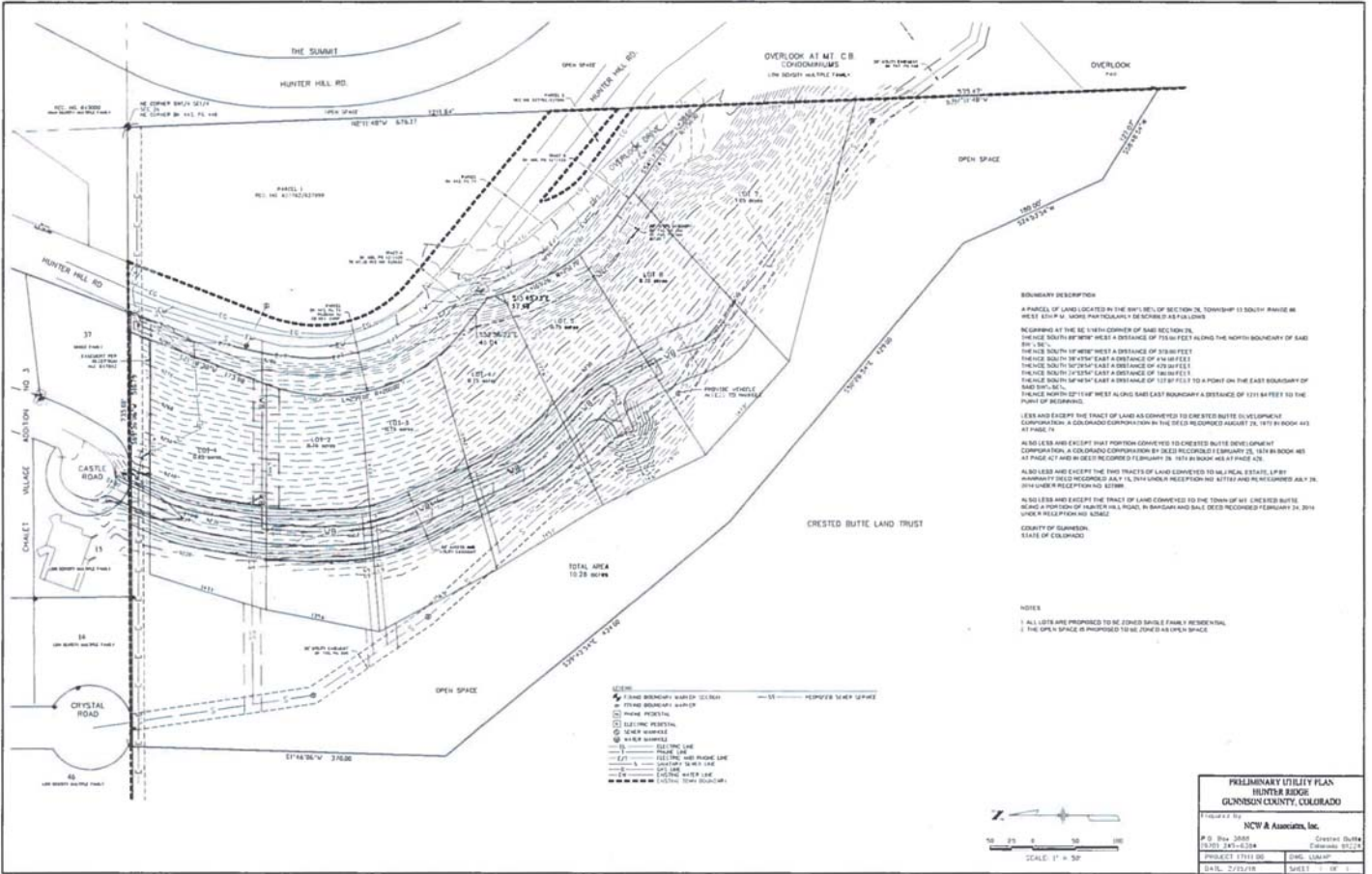
F. Water and Sewer Service. Attached to this Petition is the letter from the Mt. Crested Butte Water and Sanitation District and that the District has sufficient water and ability to dispose of sewage for the proposed annexation and that the property must be annexed to the Mt. Crested Butte Water & Sanitation District as part of the annexation to the Town.

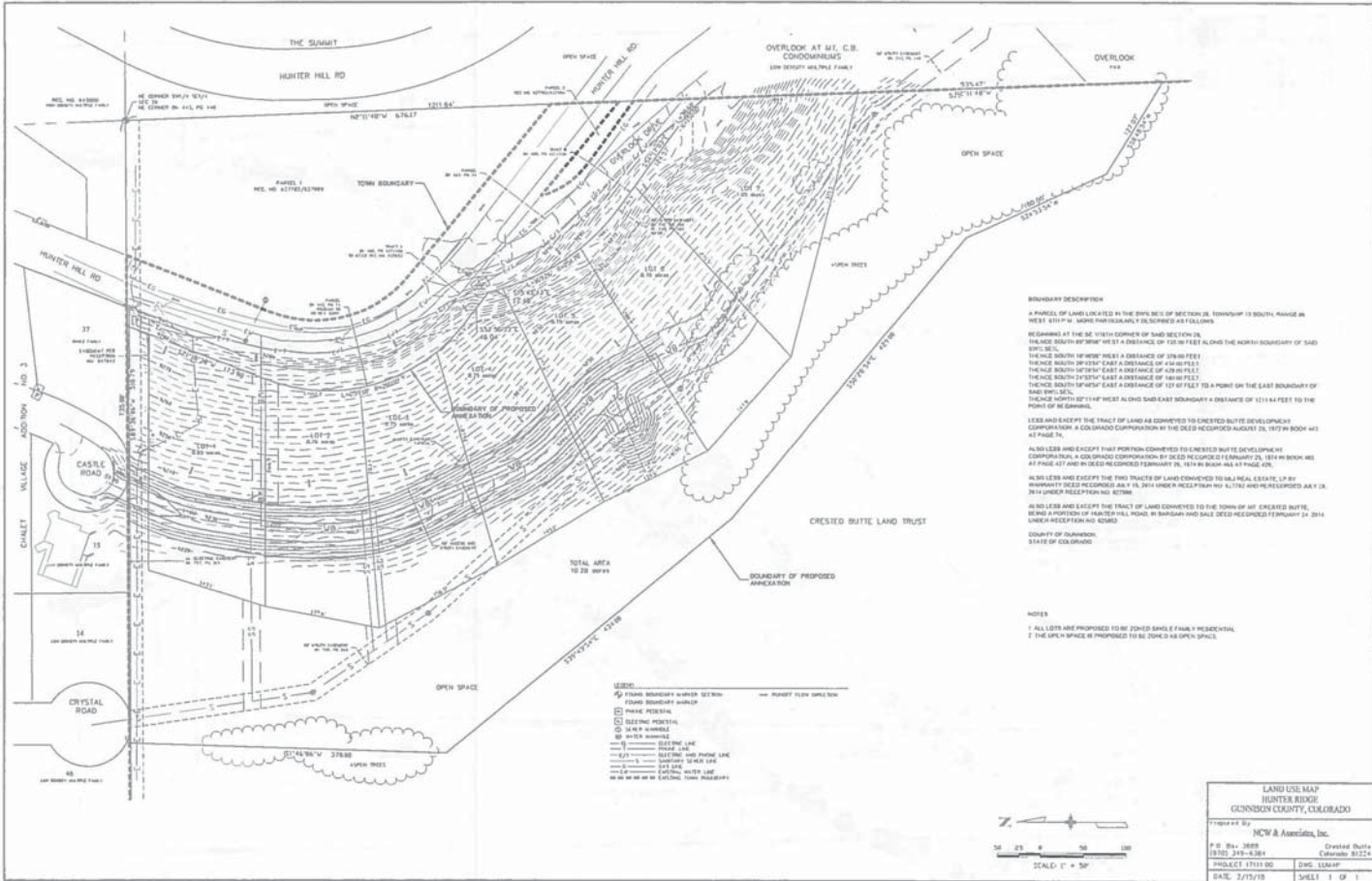
G. Fire Protection. Attached to this petition is the letter from the Crested Butte Fire Protection District that the property is within the District.

H. Proof of Ownership. Attached to this petition is the title commitment from Land Title Guaranty Company showing title is vested with Glacier Bank.

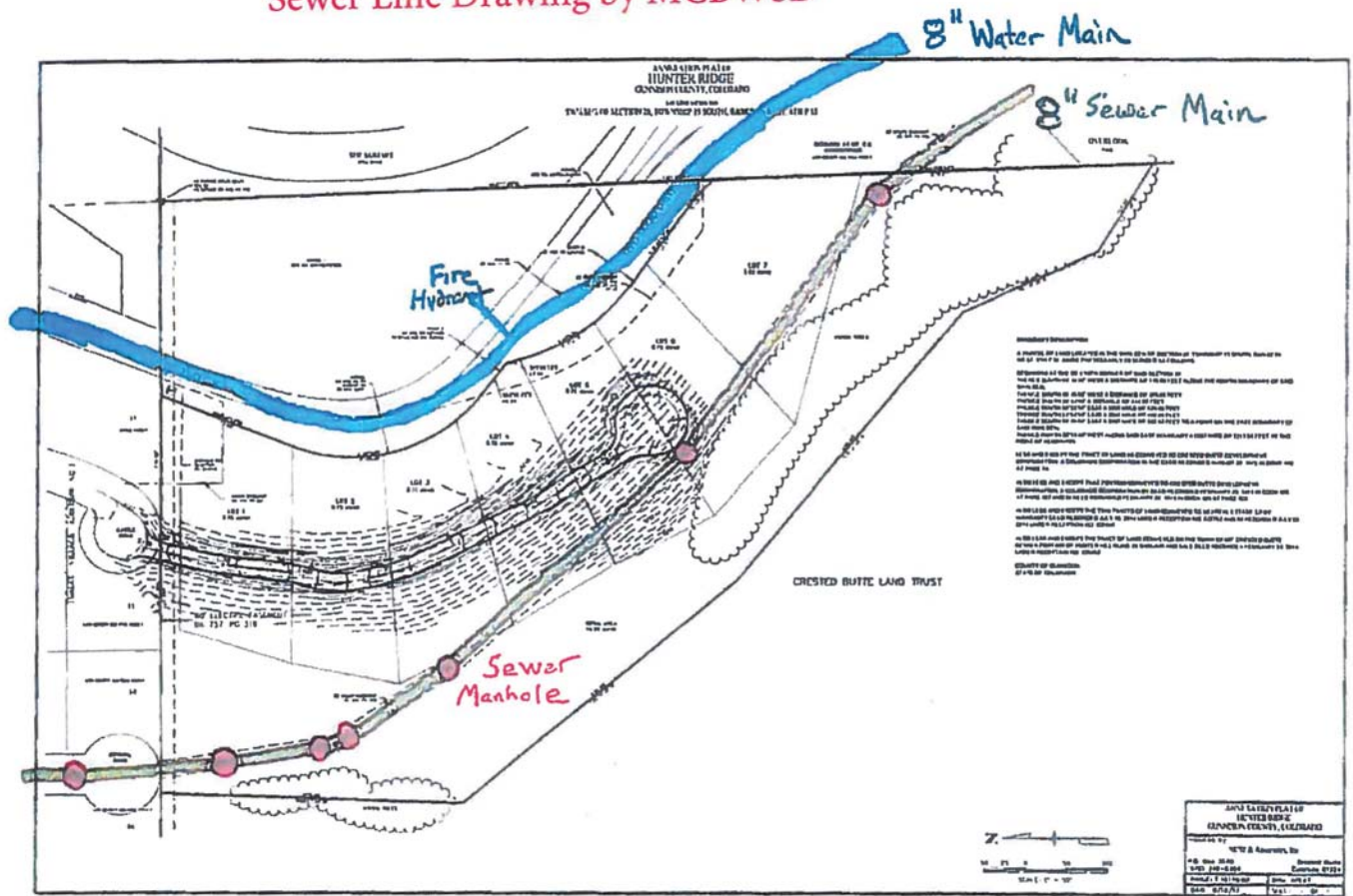
I. Additional Information. This parcel is identified in the Community Plan as a desired parcel for annexation, there exists an economic need for the Town to add additional subdivided and developable lands within the Town boundary, and the proposed annexation will provide the Town with additional amenities or facilities which are desired by the Town and justify the annexation of the Property, including but not limited to resolving continuity of the Town boundary.

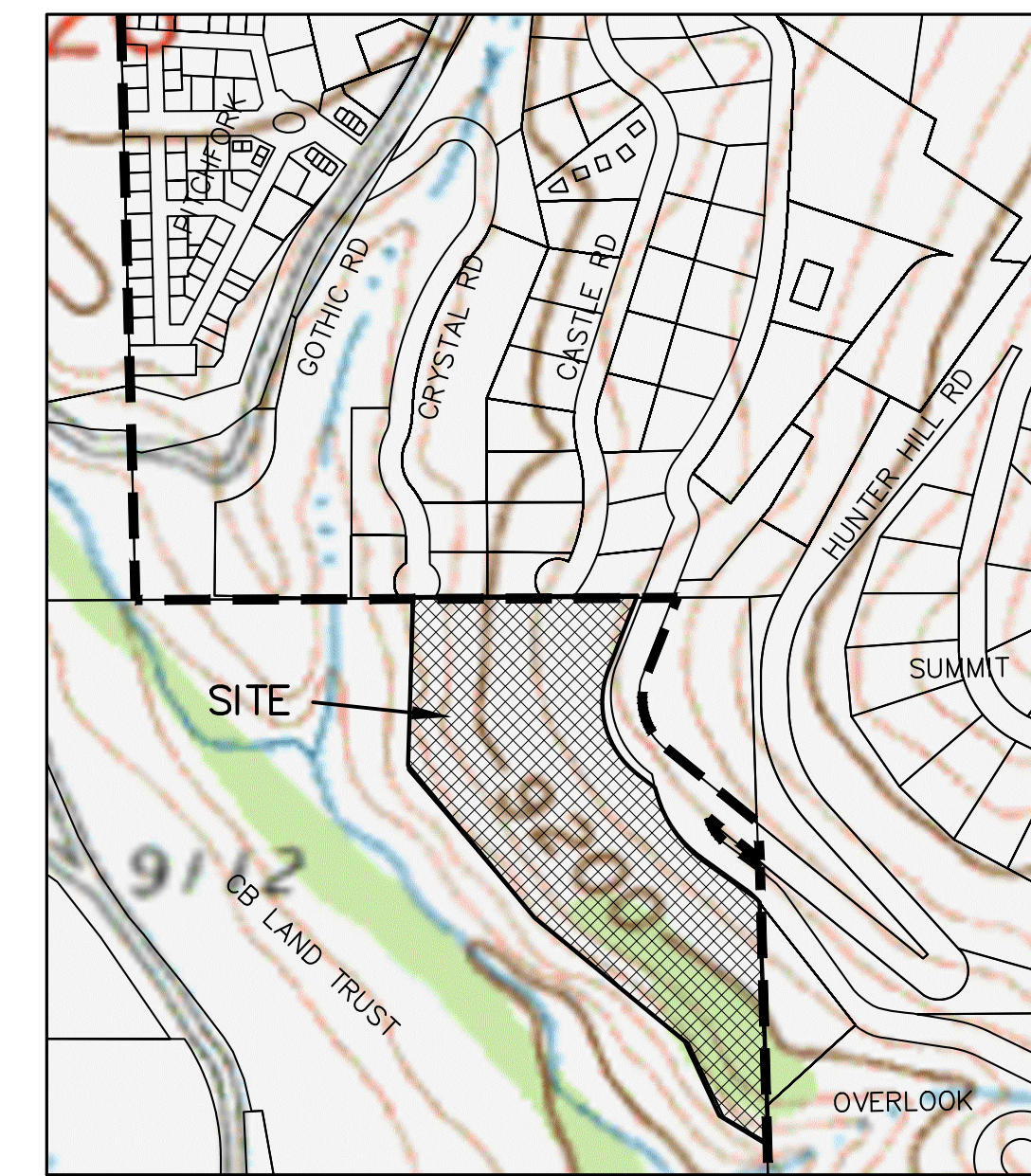
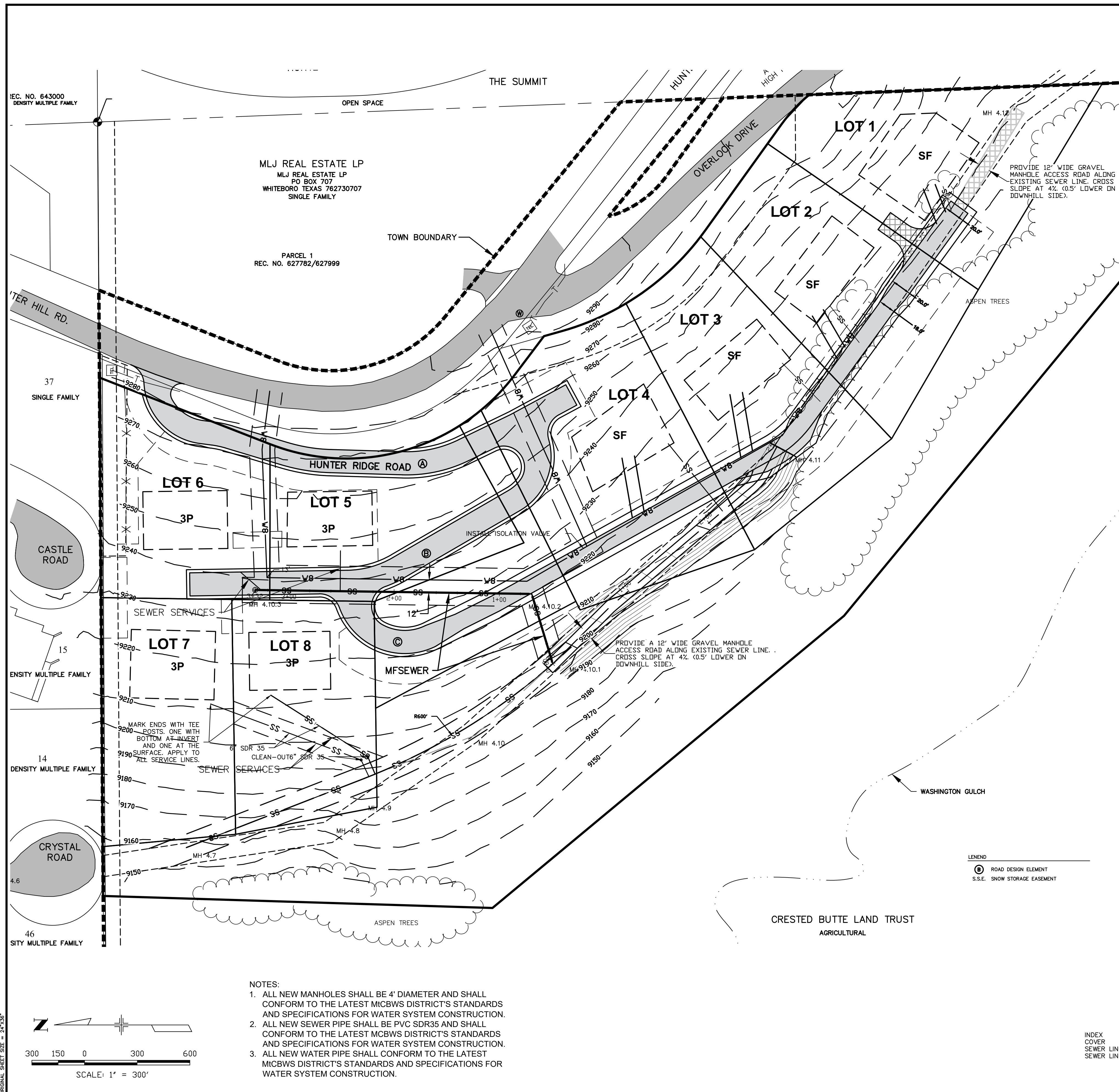






Sewer Line Drawing by MCBWSD





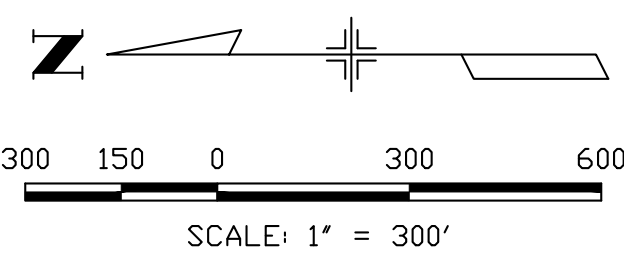
GENERAL SPECIFICATIONS

- Safety Requirements:** The Contractor shall have full and complete responsibility for jobsite safety, and shall perform all work in full conformance with all Federal, State, and local safety regulations.
- Mt. Crested Butte Water and Sanitation District's and the Town of Mt. Crested Butte Standards and Specifications:** All construction work shall be performed in conformance with the latest Mt. Crested Butte Water and Sanitation District's and the Town of Mt. Crested Butte Standards and Specifications.
- Contractor Investigation:** The Contractor shall familiarize himself with local conditions and the specifications of the governing entities, and shall examine the site, make such tests, and perform such explorations as he deems necessary to evaluate all conditions on site, in order to perform the work in accordance with the Contract Documents for the Contract Price within the Contract Time.
- Underground Utility Locates:** The Contractor shall have full responsibility to identify, locate, and protect all existing utilities lines, and to repair any damage to utilities caused by Contractor's operations. Contractor shall contact the Town of MT. Crested Butte, the Utility Notification Center of Colorado (811), and individual utility companies as needed, to locate existing underground utilities prior to construction. The construction drawings show utilities that were located for the site survey and represent the best information available at the time, but may not be complete or current.
- Hazardous Materials:** In the event that the Contractor encounters any hazardous materials on the site (including but not limited to asbestos cement pipe), Contractor shall leave such materials undisturbed and shall contact the Owner for directions regarding disposal of said materials.
- Conflicts:** In the event of a conflict between project specifications herein, the District's and the Town's specifications, the more rigorous requirement shall apply.
- Stormwater Pollution Prevention Plan:** Contractor shall prepare a Stormwater Pollution Prevention Plan, obtain the requisite permit from the Colorado Dept of Public Health & Environment, implement the plan, perform regularly scheduled inspections of the site, compile the required records, and manage stormwater control devices until receipt of final payment from the Owner. Contractor shall promptly deliver copies of the regular inspection reports to the Owner.
- Pre Construction Conference:** Contractor shall schedule a Pre Construction Conference with the Owner, the MT. CRESTED BUTTE Public Works Director (or their designee), the Owner's Representative, and the Project Engineer prior to commencement of work to establish lines of communication, quality assurance and materials testing protocols, surveying requirements, schedules, and to clarify any uncertainties about the intent and purpose of the design.
- Construction Surveying:** Owner will provide construction staking for pipelines, set at offsets satisfactory to the Contractor. Any stakes lost during construction will be replaced at Contractor's expense, including stakes needed for the Engineer to evaluate Contractor's work.
- Quality Control of the work is the Contractor's responsibility.** Contractor shall ensure that all structural fill and trench backfill is compacted in conformance with project specifications.
- Quality Assurance Testing to verify that the Contractor's work shall follow the testing procedures outlined in the Mt. Crested Butte**

- Water and Sanitation District's specifications.** Contractor shall be responsible to notify and coordinate testing times with the Owner, the Owner's engineer and the District prior to testing, and to ensure that all necessary testing is accomplished as the work progresses. Any work that is covered up without required testing shall be uncovered and tested at no expense to the Owner.
- Density Testing Records:** Contractor shall submit records of density testing with each Pay Request, to verify compliance with compaction and testing requirements for the work for which payment is being requested.
- Environmental Considerations:** This site is near a developed residential area. Contractor shall manage the work so as to prevent wind blown dust from leaving the site, and shall manage access in such a manner as to prevent tracking of dirt or mud onto adjoining streets.
- Notifications:** Contractor shall notify the Town of Mt. Crested Butte (349-6632) at least 72 hours prior to commencing construction, initiating utility connections or work within public rights of way, or other construction activity that may require the Town's oversight or which may inconvenience local residents.
- Owner's Representative:** Contractor shall notify the designated Owner's Representative at least 48 hours in advance to arrange for quality assurance observation of the work. Any work undertaken without according to the Owner's Representative the opportunity to observe the work while it is in progress shall be removed and reconstructed by the Contractor at no additional expense to the Owner.
- Payment for Extra Work:** A Change Order signed by the Owner is required to qualify any extra work for extra payment. Any extra work undertaken by the Contractor without having a Change Order signed by the Owner shall be deemed to have been undertaken for the Contractor's convenience, and shall not be eligible for extra compensation.
- Record Drawings:** Contractor shall record all variations from the design on "as-built" drawings showing the approval of variation, locations and dimensions of any element of the project that is not constructed as designed, and shall provide that information to the Engineer prior to release of final payment.
- Working Hours:** All work must follow the construction operation hours of 7:00am to 7:00 pm.
- Pipeline extensions into existing streets shall conform to Mt. Crested Butte regulations and specifications, including providing traffic control, signage, barricades, and necessary measures for pedestrian safety.** Utility trenches within existing paved streets shall be backfilled with flowfill.

NOTES:

- ALL NEW MANHOLES SHALL BE 4' DIAMETER AND SHALL CONFORM TO THE LATEST MCBWS DISTRICT'S STANDARDS AND SPECIFICATIONS FOR WATER SYSTEM CONSTRUCTION.
- ALL NEW SEWER PIPE SHALL BE PVC SDR35 AND SHALL CONFORM TO THE LATEST MCBWS DISTRICT'S STANDARDS AND SPECIFICATIONS FOR WATER SYSTEM CONSTRUCTION.
- ALL NEW WATER PIPE SHALL CONFORM TO THE LATEST MCBWS DISTRICT'S STANDARDS AND SPECIFICATIONS FOR WATER SYSTEM CONSTRUCTION.



HUNTER RIDGE SUBDIVISION GUNNISON COUNTY, COLORADO	
PRELIMINARY WATER AND SEWER PLAN	
Prepared By: NCW & Associates, Inc.	
P.O. Box 3688 (970) 349-6384	Crested Butte Colorado 81224
PROJECT: 17111.00	DWG.: WS
DATE: 1/3/21	SHEET U1 OF U3



6.9.15

Jan. 8, 2018

Hunter Ridge, LLC, as pertaining to the Included Parcel shall, upon demand, convey to the District all water and sewer facilities constructed upon the Included Parcel and adequate and necessary easements and rights of way for the purpose of construction, maintenance and repair for the water facilities and sewer facilities.

Jamie Watt

Jamie Watt, Managing Partner
Hunter Ridge, LLC

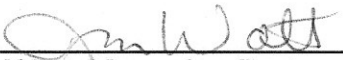
1/8/18

Date

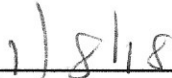
6.4.16

Jan.8, 2018

Hunter Ridge, LLC, as pertaining to the Included Parcel, agrees to pay all costs, fees and expenses incurred by the District in reviewing the Petition for Inclusion, the adequacy of the water rights, the ability of the District to adequately serve the Included Parcel and the District's legal and administrative costs pertaining to the inclusion proceedings.



Jamie Watt, Managing Partner
Hunter Ridge, LLC



Date

SECTION 6. INCLUSION OF TERRITORY.

6.1 **Statutory Authority.** The procedure for the inclusion of property shall be governed by Section 32-1-401, et seq., Colorado Revised Statutes, as now adopted and as may be hereafter amended.

6.2 **Policy.** This policy is in addition to the statutory authority and sets forth the mandatory procedure for inclusion of any new property within the District.

6.3 **Position of District.** It is the position of the District to allow the inclusion of property into the District subject to the following requirements:

6.3.1 The District finds that it can adequately serve the property to be included.

6.3.2 The petitioner complies with this policy and the applicable policies, rules and regulations of the District.

6.3.3 The petitioner shall pay all costs, fees and expenses to extend and install water service and sewer service to and within the property to be included.

6.3.4 The Petitioner has complied with all requirements of the Town of Mt. Crested Butte, Colorado and has been or will be concurrently annexed to the Town of Mt. Crested Butte, Colorado. Provided, however, if the property is not contiguous to or is not capable of being annexed to the Town of Mt. Crested Butte, Colorado, the District may waive the requirements of this Section 6.3.4.

6.3.5 The Petitioner owns and can convey to the District water rights adequate to provide for all water demands of the property which the Petitioner proposes to include within the District, subject to the provisions of paragraphs 6.6 , 6.7 , and 6.8 hereof.

6.3.6 The District has both the physical plant capacity and effluent discharge rights to serve the property proposed for inclusion, in accordance with the provisions of paragraphs 6.9 and 6.10 hereof.

6.4 **PETITION FOR INCLUSION.** The owners of property to be included within the boundaries of the District (the "Included Parcel") shall submit ten (10) copies of a Petition for Inclusion in writing requesting that such Included Parcel be included in the District. The Petition for Inclusion shall set forth the following information:

6.4.1 The full name, address and telephone number of the petitioner.

6.4.2 The full names, addresses and telephone numbers of the owners of 100% of the Included Parcel.

6.4.3 The written and acknowledged consent of the owners of 100% of the Included Parcel shall be attached to the Petition for Inclusion.

6.4.4 The full name, address and telephone number of the holder of any lien, mortgage, deed of trust or other encumbrance against the Included Parcel.

6.4.5 Legible copies of all documents or instruments verifying the current ownership of the Included Parcel.

6.4.6 A current Policy of Title Insurance, Commitment for Title Insurance or an opinion of an attorney at law licensed to practice in the State of Colorado confirming the ownership of the Included Parcel.

6.4.7 A full and complete list of all water and water rights, ditch and ditch rights, spring and spring rights, well and well rights and reservoir and reservoir rights appurtenant to the Included Parcel which shall include the name of the ditch or structure, the ditch or structure number, the amount of water adjudicated to the ditch or structure, including priority or court case number, the amount of water owned by the petitioner and the date or dates of adjudication of all water to the ditch or structure.

6.4.8 A current Policy of Title Insurance, Commitment for Title Insurance or an opinion of an attorney at law licensed to practice in the State of Colorado verifying and confirming the ownership of said water rights and that all of said water rights have been appurtenant to the Included Parcel for the last five years.

6.4.9 A comprehensive description of all water and sewer facilities of any type or description currently situate upon the Included Parcel or being used to provide domestic water service and/or sewer service to the Included Parcel.

6.4.10 A contour map of the Included Parcel with contour intervals of not less than 5 feet with a scale of not less than 1 inch equals 200 feet, or such other scale as may be approved for submittal by the Manager of the District, and drawn on 11 inch by 17 inch sheets.

6.4.11 A full and legible copy of any annexation, subdivision or zoning proposals submitted to the Town of Mt. Crested Butte, Colorado pertaining to the Included Parcel.

6.4.12 A sketch plan setting forth the proposed subdivision and/or uses of the Included Parcel, location of proposed water and sewer mains and including a listing of the number and type of projected water taps and sewer taps that will be required to serve the Included Parcel. One disk of spatial data in digital format as per District specifications will also be required.

6.4.13 Such additional information, documents and exhibits as may be reasonably required by the District.

6.4.14 A cashier's check or other good funds for payment of the application fee.

6.4.15 A statement that the owners of the Included Parcel shall, upon demand, convey to the District all water and sewer facilities constructed upon the Included Parcel and adequate and necessary easements and rights of way for the purpose of construction, maintenance and repair for the water facilities and sewer facilities.

6.4.16 A statement by the petitioners that they agree to pay all costs, fees and expenses incurred by the District in reviewing the Petition for Inclusion, the adequacy of the water rights, the ability of the District to adequately serve the Included Parcel and the District's legal and administrative costs pertaining to the inclusion proceedings.

Mt. Crested Butte Water & Sanitation District
Petition for Inclusion Cost Reimbursement Agreement

This Cost Reimbursement Agreement (this "Agreement") is entered into as of this 19th day of MAY, 2020, by and between Mt. Crested Butte Water & Sanitation District (the "District"), on the one hand, and Hunter Ridge, LLC, a Colorado limited liability company (the "Petitioner"), on the other hand. Each of the foregoing parties is sometimes referred to as a "Party" and collectively as the "Parties."

Recitals

- A. Petitioner has submitted a Petition for Inclusion to the District;
- B. Pursuant to section 6.12.2 of the District's Rules and Regulations, Petitioner has agreed to pay all costs, fees, and expenses incurred by the District in reviewing the Petition for Inclusion and pertaining to the inclusion proceedings;
- C. Pursuant to section 6.12.2 of the District's Rules and Regulations, Petitioner is required to deposit funds with the District for the payment of costs, fees, and expenses for engineering, hydrology, legal, and administrative expenses incurred by the District in the inclusion proceedings;
- D. Within ten (10) days of the date of this Agreement, the District shall provide to Petitioner a budget or cost estimate for the inclusion proceedings for Petitioner's review and approval, and shall provide updates if these estimated numbers change for Petitioner's review and approval. However, Petitioner understands and acknowledges that the estimate to be provided pursuant to this Recital D is not a guarantee of the maximum amount Petitioner may be obligated to reimburse the District pursuant to the terms and conditions of this Agreement. Accordingly, notwithstanding such estimate, Petitioner shall be responsible for reimbursing the District for all costs the District incurs with respect to the inclusion process.
- E. This Agreement provides for the deposit of funds by the Petitioner in a manner that allows the District to diligently pursue inclusion proceedings without interruption due to lack of funds;

Agreement

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

1. Initial Deposit. Concurrent with the submission of a fully executed petition for inclusion, the Petitioner shall remit to the Manager an Initial Deposit in the amount of \$10,000.00, to pay for all costs associated with the processing of the inclusion. The Initial Deposit shall be nonrefundable under all circumstances. All costs, specifically including, but not limited to, engineering, hydrology, legal, and administrative costs and fees shall be applied to the Initial Deposit.

2. Incremental Refundable Deposits. When the amount of the Initial Deposit falls below \$2,000.00, the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount of \$5,000.00 be remitted to the District. All work on the inclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the District's consultants, including legal, hydrological, administrative, and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit falls below \$2,000.00, the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits.

3. Unused Funds. Upon completion of the inclusion process any unused portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

4. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties and the Parties' respective heirs, agents, successors, and assigns;

(b) If any Party is required to take any action to enforce this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs from the non-prevailing Party or Parties;

(c) The paragraph headings used in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement. Furthermore, this Agreement

JW

shall be deemed to have been prepared with the full and equal participation of each Party, and shall not be construed by any Party against any other Party;

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and the Parties agree that the state courts located in Gunnison, Colorado shall have exclusive jurisdiction over, and shall be the exclusive venue for, any action arising out of, or related to, this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. The parties will accept facsimile signatures or electronic signatures as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Mt. Crested Butte Water & Sanitation District

Applicant: Hunter Ridge, LLC

By: 
Mike Fabbre, District Manager

By: 
Jamie Watt, Managing Partner



2nd Application Hunter Hill Road Inclusion Public Comments Re: Rule 6.3.4

Contents:

- 1. Town of Mt. Crested Butte**
- 2. Linda and Bob Colvey**
- 3. Kathy Hooge**
- 4. Nancy Grindlay**
- 5. Patricia Mullin**
- 6. Robert Valentine**



June 9, 2021

Mt. Crested Butte Water and Sanitation District
PO Box 5740
Mt. Crested Butte, CO 81225

RE: Hunter Ridge, LLC Waiver Request

To Mt. Crested Butte Water and Sanitation District Board of Directors:

The Town Council of the Town of Mt. Crested Butte, Colorado, requests that the Board once again, deny the Petition for Inclusion into the Mt. Crested Butte Water and Sanitation District filed by Hunter Ridge, LLC. As the proposal has not significantly changed, we request that you honor the decision previously made by the Board in December of 2020.

The Town recently denied annexation and subdivision of a project submitted for the subject property from the same applicant, primarily based on concerns regarding slope stability and lack of need for such a development at the time. The current project proposal contains an even higher density than that which was proposed to the Town. The proposed development represents an increase in density of 9 units, more than double that which was originally presented to the Town. The Council remains concerned about the previously explained issues for denial, as well as increased impacts on Town infrastructure and the overuse of already burdened water resources.

Pursuant to Section 6.3.4 of the Inclusion Within Special District regulations, the District may waive the requirements of Section 6.3.4 if the property is not capable of being annexed to the Town. The council suggests that the property itself is capable of being annexed to the Town and that the Town is not generally opposed to annexation, however, neither the project previously submitted for annexation, nor the project being proposed to the District at this time, is one the Town would be interested in annexing. To that end, the Town asks that the District not grant a waiver to the requirements of Section 6.3.4.

Sincerely,

Janet R. Farmer

Janet F. Farmer, Mayor

Via Email to info@mcbwsd.com
6.9.21

Hello MCBWSD Board Members,

First, thank you for your service to our community – your work is much appreciated.

By way of introduction, we are full-time residents of the Overlook subdivision where we own a home. We are also customers of the district. Additionally, I am on the HOA Board of Overlook and am also writing on their behalf.

This letter is in opposition to the proposed waiver of 6.3.4 of the District's rules for Hunter Ridge. Recognizing your familiarity with that language I'll keep this brief. There are 3 fundamental reasons why the rule should not be waived:

1. This property **IS CAPABLE** of being annexed into Mt. CB. The applicant's prior submission to Mt. CB was for a specific plan/proposal. That is what was denied. The option for annexation with a different plan was left open to the applicant – but he chose not to pursue and went to the County instead.
2. If the District is willing to give the applicant a 2nd chance at applying for inclusion, it is only fair and equitable that it require the applicant to go back to Mt. CB a 2nd time with a plan and request for annexation. Doing anything less runs a severe risk of being interpreted as being less than impartial towards this petition and the applicant.
3. Your careful consideration of the precedential impact of a waiver is strongly encouraged.

Thank you for your thoughtful review of this matter.

Best Regards,

Bob and Linda Colvey
14 Peakview Dr.
Mt. CB

Submitted via email to info@mcbwsd.com

June 9, 2021

MCBWSD

Re: Hunter Ridge LLC Requesting to Waive 6.3.4 of the rules and regulations of MCBWSD so the subdivision could be included in the MCBWSD and my response to be included in the Board packet for the June 14, 2021 Special Meeting

Dear Mt Crested Butte Water and Sanitation District Board:

My name is Kathy Hooge and I have lived at 18 Castle Road, Mt CB, full time, for 27 years.

I request that the MCBWSD Board not waive section 6.3.4 of the Rules and Regulations as you consider the inclusion request into the water district from the Hunter Ridge LLC group.

I feel that if you waive 6.3.4 it could set a legal precedent for other adjoining properties such as the Crested Butte Ski Ranches (behind Paradise Road homes) and the Allen Ranches that adjoin Meridian and touches on Mt CB and the Ranch land to the west of Pitchfork; in the future they could request subdivision into smaller parcels from Gunnison County and if approved build in a higher density than they currently have which is think is 1 house per 35 acres. I discussed this issue with one of the owners of property adjoining Mt CB. The owner told me that when he asked years ago about building some condos or groups of houses on less than 35 acres, MCBWSD said “NO, “Bring water rights“ if he wanted less than 35 acre and 1 single family home. They would not consider a fee in lieu of. Therefore, I feel that when the board is considering the waiving of 6.3.4 it should be seriously considered as future ramifications could be more broad that we anticipate.

The 6.3.4 sections states: If the property is not contiguous to or is not capable of being annexed to the Town of Mt Crested Butte, Colorado, the District may waive the requirements of this Section 6.3.4. The Hunter Ridge LLC property is contiguous and is capable of being annexed. The Hunter Ridge LLC group chose not to work with the Town of Mt Crested Butte in 2018. I have gone to many Council and Planning Commission meetings over the years and when someone applies for building anything, sometimes something is denied, but then there is discussion, (give and take) and a resolution is reached. Hunter Ridge refused to go back to the Town and went to the County to try to circumvent Mt CB Rules and Regulations.

I went to meetings regarding this piece of property when other developers owned the acreage (Mountain Highlands, Inspiration Ridge etc). One of the main reasons Mt. CB wanted the annexation was because there was another piece on the opposite side of Hunter Hill so the road was basically divided with 2 county pieces. In 1998, 2003 and 2007, the Mt CB Town Council approved annexation, but there was negotiations that were ongoing regarding how many units etc. On two occasions the Town approved. So, the town has been willing to approve annexation, but want their rules on density followed. The previous developers chose not to pay the annexation fees or follow through. I know that one time it was because the economy was in a downturn and the other it was because they couldn't figure out how to get a road in that was

reasonable and would pass fire code, Eventually the piece was divided into 2 parcels and the one parcel annexed as a PUD.

In conclusion, the petitioner has chosen to not follow town of Mt CB guidelines and work with town. Hunter Ridge LLC could have come back to the Town of Mt CB when the town asked for changes and actively worked out a solution. Jamie Watt, who is representing the property owner of Hunter Ridge LLC, was a Mt CB Planning Commission member for 16 years and knows the process and understands “the give and take”. Mr. Watt has also been a builder in the Mt Crested Butte area for 30 + years so is well aware of rules and regulations. The property is capable of being annexed and therefore a waiver to 6.3.4 should not be granted.

Kathy Hooge
18 Castle Road – Mt CB

June 9, 2021

RE: Hunter Ridge LLC Petition for Inclusion to the Mt Crested Butte Water and Sanitation District

Dear Mt Crested Butte Water and Sanitation District Board:

I am a full-time resident and property owner in Mt Crested Butte, and a Mt Crested Butte Water and Sanitation District (MCBWSD) customer. I am writing to request that the MCBWSD Board NOT waive Section 6.3.4 of MCBWSD's rules and regulations when considering the petition for inclusion filed by Hunter Ridge, LLC.

The Rules and Regulations of the District adopted on August 11, 2015 as revised July 16, 2018 set forth the requirements for inclusion of property in the District. The Hunter Ridge petition fails to satisfy the requirements for inclusion to the District in at least one instance—the Hunter Ridge property must be annexed to the Town of Mt Crested at the time of inclusion.

As a condition of inclusion to the District, Section 6.3.4 of the Regulations states “The Petitioner has complied with all requirements of the Town of Mt. Crested Butte, Colorado and has been or will be concurrently annexed to the Town of Mt. Crested Butte, Colorado.” The Town of Mt Crested Butte denied subdivision and by proxy denied annexation of the Hunter Ridge property on June 20, 2018. Since the Hunter Ridge property is not annexed now, nor will it be annexed concurrently, this requirement is not satisfied and the Board may not include the Hunter Ridge property in the District.

Section 6.3.4 goes on to state, “Provided, however, if the property is not contiguous to or is not capable of being annexed to the Town of Mt. Crested Butte, Colorado, the District may waive the requirements of this Section 6.3.4.” In this case the Hunter Ridge property IS contiguous to the Town. And IS capable of being annexed. On April 3, 2018 the Town of Mt Crested Butte determined that the Hunter Ridge property was eligible for annexation per Colorado Revised State Statutes sections 31-12-104 (Eligibility) and 31-12-105 (Limitations) by approving Resolution 8, Series 2018 (See Attachment A, Pages from Mt CB Town Council April 3, 2018 packet).

In both the Colorado Revised State Statutes Sections 31-12-104 and 31-12-105 regarding annexation, and the MCBWSD Rules and Regulations Section 6.3.4 regarding inclusion the general word property is used, not the more specific development or subdivision. The Mt Crested Butte Town Council found the Hunter Ridge property capable of being annexed. Subsequently, however, the Town Council did not approve the proposed Hunter Ridge subdivision on said property. The Hunter Ridge property could be annexed should a satisfactory and appropriate plan of development be submitted to the Town. The MCBWSD board will be considering whether or not to waive Section 3.6.4. based on whether or not the Hunter Ridge property (not the proposed subdivision) is capable of being annexed.

Moreover, the Hunter Ridge property has been identified in the Town's 3-mile plan as desirable for annexation since 1994. See Attachment B (Mt CB 2020 3-mile plan), which describes the property as desirable for annexation by the Town in its most recently revised 3-mile plan.

Given the above, the second section of Section 6.3.4 is inapplicable and the District may not waive the annexation requirement stated in the first sentence of Section 6.3.4.

In summary, Section 6.3.4 of the MCBWSD rules and regulations must not be waived for the Hunter Ridge inclusion petition because the property does not meet the annexation requirement.

Two additional items of consideration that I would like bring to the Board's attention. First, although most annexations occur simultaneously with zoning and subdivision or Planned Unit Development (PUD) review, it is not a requirement of the Town or the State. For example, the ~2 acre parcel (Hillside Parcel) east of the Hunter Ridge property was approved for annexation to the Town in 2014 and then the associated PUD approved in 2020. In 2018 the Hunter Ridge subdivision and petition for annexation to the Town were considered concurrently. During the proceedings the approval of annexation was contingent on the approval of the proposed subdivision.

Second, rather than attempt to address concerns raised by the community and the Town Council during the public hearings in 2018, the petitioner chose to go through the County with a significantly revised subdivision proposal that will not be approved by the Town because it does not meet many of the Town's zoning and building regulations. Furthermore, the petitioner has not made any revisions to the inclusion application that has been submitted to the MCBWSD for a second consideration despite some very valid concerns that were raised during the December 20, 2021 public hearing. Development within an existing community requires some negotiation, and back and forth. The petitioner has been unwilling to engage.

Sincerely,

Nancy Grindlay
15 Castle Rd

Town of MT. CRESTED BUTTE
P.O. Box 5800
Mt Crested Butte, CO 81225
(970) 349-6632 Fax: (970) 349-6326

Memorandum

Date: February 5, 2018
To: Town Council
From: Carlos L. Velado Community Development Director
Subject: Hunter Ridge Annexation Eligibility

Application Background

Staff has received an application for annexation of a 10.28 acre parcel of property currently known as the Hunter Ridge Parcel. The subject parcel runs along the south side of Hunter Hill Rd just past 33 Hunter Hill Rd. It also sits across from the 2 acre Hillside parcel which was annexed by the Town in 2014.

The applicant is Hunter Ridge, LLC acting on behalf of Glacier Bank (see attached letter of authorization). The applicant is under contract to purchase the Hunter Ridge Parcel, pending annexation. The applicant is seeking to subdivide the parcel in the future and has submitted a zoning and conceptual land use plan to the Town which are included in your packets. The Town Council determined the applicant's petition for annexation to be in compliance with state law and Town requirements on January 16, 2018 and scheduled the required public hearing for February 20, 2018.

Inspiration Ridge

In the past 15 years, the parcel has applied to the Town for annexation on 2 separate occasions. Both applications included an additional 2 acre parcel now known as the Hillside Parcel. The proposed name of the development was Inspiration Ridge/Point. The applicant was pursuing zoning and subdivision approval during the annexation process. The initial application in 2003 proposed 15 lots on the approximately 13.92 acre tracts. They were requesting a zoning of Low Density Multiple Family for the 15 lots which were intended to house 2 units/lot. The parcels received Town Council approval (Resolution No. 2 Series 2003) for eligibility for annexation but the application was subsequently withdrawn after receiving a recommendation of denial from the Planning Commission on the Subdivision Sketch Plan application (See attached denial recommendation October 2003).

The same applicant submitted a second application for the same 2 parcels in 2006. The applicant was only seeking annexation and zoning of single family residential. The parcels received Town Council approval (Resolution No. 7 Series 2007) for eligibility of annexation but the application was subsequently withdrawn during the economic downturn.

Petition for Annexation

State Statute and the State Constitution dictates that no unincorporated area may be annexed unless the annexing municipality has received a petition for annexation with the Town. The Council accepted the Petition for Annexation on January 16, 2018.

Eligibility and Limitations

As part of the resolution initiating annexation proceeding by the Town, or of a resolution finding substantial compliance of an annexation petition, The Town shall hold a hearing to determine if the proposed annexation complies with the State constitution and sections 31-12-104 (Eligibility) and 31-12-105 (limitations) of state statutes. Pursuant to Section 31-12-104 no annexation may occur unless:

- (a) Not less than 1/6 of the perimeter of the area to be annexed is contiguous with the Town boundary. **The application meets this requirement with just under 1/3 (31%) of the perimeter being contiguous with the Town Boundary.**
- (b) There is a community of interest between the area to be annexed and the Town, that the area is urban or will be urbanized in the future, that the area is integrated or capable of being integrated into the Town. **Establishing the 1/6 contiguity also establishes compliance with the community of interest factor unless at least 2 of the following circumstances exist:**
 - 1) Less than fifty percent of the adult residents of the area proposed to be annexed make use of part or all of the following types of facilities of the annexing municipality: Recreational, civic, social, religious, industrial, or commercial; and less than twenty-five percent of said area's adult residents are employed in the annexing municipality. If there are no adult residents at the time of the hearing, this standard shall not apply. **N/A The property is undeveloped and there are no adult residents on the property.**
 - 2) One-half or more of the land in the area proposed to be annexed (including streets) is agricultural, and the landowners of such agricultural land, under oath, express an intention to devote the land to such agricultural use for a period of not less than five years. **N/A There is only one prospective land owner and this owner is applying for annexation and is not proposing to use the land for agricultural purposes.**
 - 3) It is not physically practicable to extend to the area proposed to be annexed those urban services which the annexing municipality provides in common to all of its citizens on the same terms and conditions as such services are made available to such citizens. This standard shall not apply to the extent that any portion of an area proposed to be annexed is provided or will within the reasonably near future be provided with any service by or through a quasi-municipal corporation. **N/A It is possible to provide common services to the property.**

Section 31-12-105 also contains limitations on the ability to annex property. Those limitations are:

- 1) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, shall be divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road, or other public way. **N/A No land is held in identical ownership and only one parcel is being proposed for annexation.**
- 2) No land in identical ownership that comprises 20 acres and has improvements with an assessed value in excess of \$200,000.00 for ad valorem tax purposes may be included in the annexation without the written consent of the owner, unless said property constitutes an enclave totally surrounded by the Town. **N/A No land is held in identical ownership.**
- 3) No annexation resolution or petition is valid when annexation proceedings have been initiated for the annexation of part of such territory by another municipality. **Application is not under review for annexation by another municipality.**
- 4) If an annexation will result in detachment of the area from a school district and its removal to another school district, a resolution of the school district to which the property would be added is required. **N/A Property is in and to remain in RE1-J school district.**
- 5) In general, an annexation may not extend the Town's boundaries in any one year by more than three miles. **N/A**
- 6) In establishing boundaries of the area proposed to be annexed, if a portion of a platted street is to be annexed, there is a requirement that the entirety of the platted street be annexed so as not to create confusion over who maintains the street. **N/A No streets being annexed.**
- 7) No annexation may deny reasonable access to landowners of easements adjoining a platted street or alley that the municipality annexes. **N/A**

Town Resolution No. 1 Series 1995

The Town has an annexation resolution in place that purports to add additional eligibility requirements, including that the Council must find and determine that the property to be annexed is in full compliance with the Mt Crested Butte Master Plan (Community Plan); and there exists an economic need of the Town for additional subdivided and developable or developed lands within the Town boundaries; or the proposed annexation will provide the Town with amenities or facilities which are desired by the Town, and which the Town determines justifies the annexation of the property.

The Town's Attorney has determined that the additional components from the resolution are unenforceable under State law for consideration at eligibility.

Eligibility is a statutory process defined by the legislature. The additional components in the Resolution are more appropriately examined at final consideration of annexation and fit into an analysis of whether the Town should annex the property.

Subdivision

State statute (31-12-115) provides that the applicant can be required to submit to the Town's subdivision process at any time following determination that the annexation petition is valid. If the Town Council is to determine that the parcel is eligible for annexation, staff suggests that the Council require the applicant to submit an application for subdivision to the Town, which process will occur contemporaneously with the annexation process. This would initiate the subdivision process which would allow the Planning Commission and the Town Council to explore the land use plan more thoroughly and address concerns expressed by the public. No annexation would be approved without the approval of a subdivision application.

Impact Report

The required impact report, pursuant to CRS 31-12-108.5, has been submitted to the Gunnison County Board of County Commissioners (BOCC) within the required timeframe. No comment has been received as of the writing of this memorandum.

Town Council Consideration

The Town staff has reviewed the application and determined that the annexation application is in compliance with the State Constitution and Sections 31-12-104 (Eligibility) and 31-12-105 (Limitations) as set forth in the Colorado Revised State Statutes. After the public hearing, the Town, by resolution, shall set forth its findings of fact and conclusions with reference to the following matters:

- 1) Whether or not the requirements of the State Constitution and Sections 31-12-104 and 31-12-105 have been met;
- 2) Whether or not an election is required;
- 3) Whether or not additional terms or conditions are to be imposed.

If there is a finding of lack of compliance the State's Constitution or Statutes as set forth above, then annexation proceedings shall be terminated. If additional terms or conditions are imposed, such may be done by creation of an annexation agreement or an election. Town staff has received a draft annexation

agreement. No additional conditions are to be imposed at this time. All public comment received has been included with your packet.

Proposed Motions

Approval

I move to approve Resolution No. 8 Series 2018 which finds that the annexation petition filed by Hunter Ridge, LLC for the annexation of a 10.28 acre parcel of land adjacent to the boundaries of the Town of Mt Crested Butte to be eligible for annexation based on the findings set forth herein, and to require the applicant to submit a subdivision application, which process will run concurrently with the annexation process.

Denial

I move to deny Resolution No. 8 Series 2018 by finding that the annexation petition filed by Hunter Ridge, LLC for the annexation of a 10.28 acre parcel of land adjacent to the boundaries of the Town of Mt Crested Butte to be in non-compliance with the eligibility requirements of State law and is not eligible for annexation.

**TOWN OF MT. CRESTED BUTTE
THREE MILE PLAN
AS REQUIRED BY C.R.S. §31-12-105**

ORIGINALLY ADOPTED ON JANUARY 10, 1994
AMENDED ON JANUARY 16, 1996 , SEPTEMBER 16, 1997, DECEMBER 1, 1998,
SEPTEMBER 4, 2018, NOVEMBER 6, 2019, AND NOVEMBER 4, 2020

1. THREE MILE PLAN FOR MT. CRESTED BUTTE

This plan envisions a community that manages growth to preserve what we appreciate about the Upper East River valley. In order to remain consistent in future planning, the goals and objectives as previously set forth in the Mt. Crested Butte Master Plan are to be recognized and carried forth into any new development or annexation that may occur in the future.

In accordance with requirements set forth in the 1987 amendment to the Colorado Municipal Annexation Act of 1965, C.R.S. §31-12-105, a municipality is required to have a Three Mile Plan adopted before annexation may take place.

The Three Mile Plan is hereby developed to comply with C.R.S. §31-12-105. The Three Mile Plan hereby incorporates the Master Plan, as such is amended, and the Gunnison County Road and Bridge Map, as such is amended, to the extent that it is within the boundaries of the Three Mile Plan.

Public Facilities in the Three-Mile area will be provided as follows:

- I. Power - Gunnison County Electric Association. This includes successors and/or assigns, and future service providers.
- II. Telephone – CenturyLink and cellular providers. This includes successors and/or assigns, and future service providers.
- III. Natural Gas - Atmos Energy is available within the Town and to the south of Town and along Gothic Road in the main pipeline. This includes successors and/or assigns, and future service providers.
- IV. Telecommunications – Network television is available in Mt. Crested Butte because of services provided by the Gunnison County Metropolitan Recreation District. Telecommunications are available in and near Mt. Crested Butte from Spectrum, Direct TV, and Dish Network. This includes successors and/or assigns, and future service providers.
- V. Water and Sewer - Available in the Town from Mt. Crested Butte Water & Sanitation District. Sewer service is extended as per District ordinances. This includes successors and/or assigns, and future service providers.

- VI. Trash Collection - Waste Management and Golden Eagle provide trash collection services on a contract basis within the Town. This includes successors and/or assigns, and future service providers.
- VII. Transportation - Mountain Express bus service is provided between Mt. Crested Butte and Crested Butte and services the residents and visitors of Mt. Crested Butte. Gunnison Valley RTA bus service is provided by the county and services the Gunnison valley. This includes successors and/or assigns, and future service providers.
- VIII. Sidewalks and trails - Any land use change or annexation within the three-mile area shall consider existing trails and new trails as appropriate to connect any future subdivision to the municipality and to public lands.
- IX. Emergency Services –Mt. Crested Butte Police Department, and the Crested Butte Fire Protection District which includes emergency medical services and fire protection. This includes successors and/or assigns, and future service providers.

To the extent that any item mentioned in C.R.S. 31-12-105 (1)(e) is not reflected in the documents, maps and plans included as a part of this Three Mile Plan, the plan should be construed to mean that no such facilities are contemplated to be provided.

The proposed land uses for the Three Mile Plan area consist of the various zoning districts described in the Code of the Town of Mt. Crested Butte, Colorado.

In the event of any conflict between anything in the foregoing elements of the Three Mile Plan and the Town Code, ordinances or regulations, the Town Code, ordinances and regulations shall control. The Town Master Plan and other elements of the above documents shall control with respect to any conflicts with provisions of the Three Mile Plan incorporated from other "non- Town" entities.

2. ANNEXATION

A. INTRODUCTION

Annexation of areas adjacent to cities and towns is often crucial to establishing and maintaining urban order and effective government. Unorganized development and population growth frequently occur just outside municipal boundaries due to less expensive property values and less restrictive zoning laws. Problems associated with uncontrolled development include increased traffic congestion, failure of septic systems, inadequate water supply, inadequate roads, need for additional police protection and inappropriate land planning. Unincorporated outlying areas benefit in many ways from the adjoining municipalities through use of their parks, streets, and utilities without contributing to the cost of providing and maintaining them.

Annexation, properly used, enables urbanized areas to unite with the municipality and benefit from socially and economically related issues. It allows Town administrative personnel to address needs in a manner consistent with policies of the annexing municipality. Most importantly, it guarantees a municipality responsible control over the future development of the fringe area. Municipal zoning and land use extended to adjacent areas in a logical manner will provide orderly growth and avoid incompatible land uses.

B. GOALS

1. **FUTURE DEVELOPMENT AREAS (Exhibit A)** - The Town of Mt. Crested Butte has discussed the growth boundaries of the town. There may be areas within the identified areas for potential growth which are unsuitable for certain types of development because of topography, natural hazards, or sensitive natural areas. Any annexation application will be reviewed for suitability of the proposed development in accordance with the Town's Code and land use policies.

A. Areas Identified for Potential Growth:

1. **The 10.28 acre parcel of land below Hunter Hill Rd between Timberline and Overlook Condos (shown on Exhibit A as Area A in white shaded area).**
2. The area west of the Town boundaries towards the Washington Gulch area (shown on Exhibit A as Area B in white shaded area).
3. The skier domain area (shown on Exhibit A as Area C in white shaded area).
4. Upper Loop Parcel adjacent to the Overlook Subdivision, owned by the U.S. Forest Service (shown on Exhibit A as Area D).
5. Areas north of the current Town boundaries, owned by the U.S. Forest Service (shown on Exhibit A as Area E).
6. Areas east of the Parcel C tract of land that was part of the 3 Way Land Trade between CBMR, the U.S. Forest Service, and the Colorado Board of Land Commissioners (shown on Exhibit A as Area F).

B. Areas Proposed for No Residential or Commercial Development:

1. Upper Loop Parcel adjacent to the Overlook Subdivision (shown on Exhibit A as Area D)
2. Areas north of the current Town boundaries (shown on Exhibit A as Areas E)
3. Areas east of the Parcel C tract of land that was part of the 3 Way Land Trade between CBMR, the U.S. Forest Service, and the Colorado Board of Land Commissioners (shown on Exhibit A as Areas F).

With the areas proposed for no residential or commercial development, annexation must provide a unique opportunity for the Town, including land preservation, protection of open space, parks or recreational opportunities, etc.

2. DENSITY- The provisions of the zoning chapter of the Mt. Crested Butte Code can be extended to adjacent areas in a logical manner to encourage orderly growth and prevent incompatible land uses. Municipal boundaries can be "squared off" and made more orderly and uniform, thus eliminating confusion as to whether a particular parcel should look to the municipality or to the county to obtain services.

The Town of Mt. Crested Butte employs various methods for control of density. The Town regulates the size of lots and the size of buildings relative to lot size by means of the zoning chapter of the Town Code. The zoning chapter stipulates minimum property sizes in various districts.

3. ZONING - Together with setback, open space, height, bulk, and footprint requirements, lot size standards are used as a means of controlling the character of a particular area. The establishment of very large minimum lot sizes is sometimes used to avoid conventional subdivisions. Large lot zoning may also be used where the terrain is very rough and more flexibility is needed for locating building sites. Smaller lot sizes and larger allowable densities create cluster type developments such as those in the base area of Mt. Crested Butte.

In addition to lot size requirements, the Town zoning districts prescribe minimum lot widths and frontages.

- a. Residential - Residential land use in Mt. Crested Butte has been based on the concept that large lot sizes decrease density and thereby create a more desirable residential character. The characteristics are open space buffers between residences, a buffering of low and high density multi-family developments between single family residential and commercial development, and the use of open space and pedestrian corridors to define developments visually.

The Town of Mt. Crested Butte would like to encourage diversity by allowing a mixture of housing choices including smaller lots, clustering and density bonuses or incentives for providing affordable housing where appropriate. Smaller lots and higher density may improve affordable housing opportunities and will reduce the per unit cost of public services. Even with some higher densities, the Town would like to maintain lower densities at the edges of Mt. Crested Butte as a transition to the rural nature of the county outside the town.

1. Reduce the allowable density in subdivisions by clustering building structures within pockets between ridge lines to provide more open space.
2. Develop structures in areas with appropriate soil conditions, slopes, and free of natural hazards.

3. Avoid ridge line development to protect the view shed, hide structures, and limit density.
 4. Maintain a set of design guidelines for building construction, which includes building height, colors, lighting, roofs, landscaping, parking, etc.
 5. Provide affordable community housing.
- b. Commercial - Commercial land use in Mt. Crested Butte is based on the concept that clustering of lodging and services within the same area minimizes the impact of the resort aspects of the community on the infrastructure. In Mt. Crested Butte, this area is located at the base of the ski area, the major economic influence on the Town.
1. Develop structures in areas with appropriate soil conditions, slopes, and free of natural hazards.
 2. Avoid ridge line development to protect the view shed, hide structures, and limit density.
 3. Maintain a set of design guidelines for building construction, which includes building height, colors, lighting, roofs, landscaping, parking, etc.
 4. Discourage commercial development, including large, enclosed recreation facilities along County Road 317 between Mt. Crested Butte and Crested Butte.
 5. Require commercial delivery routes to be developed in new commercial developments.
 6. Provide affordable community housing.
- c. Open Space

The Town also requires the platting of open space areas as a part of the subdivision process. Coordination of subdivision controls with density restrictions is required in establishing an overall density for subdivisions. Important aspects of the Mt. Crested Butte economy are the recreational amenities and the Town's relationship to surrounding public lands. This is accomplished by the designation of open space. Open space designation has several functions beyond recreational uses and access to public lands. This zoning classification can provide buffering between different types of development. This buffering mitigates conflicts between different types of

activity usually associated with differing land use classifications and provides relief from continuous development of a similar nature. Open space designation also protects and preserves sensitive environmental areas, vistas, scenic corridors, and community amenities.

d. Natural Hazards

Natural hazards in the Mt. Crested Butte area are the result of natural geologic conditions and hydrology processes that, if unrecognized or inadequately planned for, can result in loss of life, damage to structures, and costly maintenance, especially for homes, other buildings, roads, and utilities. In most cases, safe development of such areas will necessitate the modification of natural ongoing processes by high cost engineering practices. Appropriate design standards and well thought out land use profiles can be successful in mitigating some natural hazards, but forethought during annexation can serve to avoid many of the related problems and associated development costs.

e. Wetlands

Wetlands are often found along perennial and intermittent streams and drainages. These wetland areas are critical from both a development and natural resource stand point. Contemporary planning principals advocate the protection of wetlands and natural water bodies by integrating such natural drainage features into the designs for new development. This integration process avoids unnecessary infrastructure development/maintenance expense, bypasses bureaucratic problems associated with Clean Water Act and water rights, and eliminates the potential degradation associated with engineered channeling techniques. The annexation of areas with wetland features should only be done in a manner that provides appropriate protection to these resources.

f. Habitat Corridors

The Town advocates that all annexation proposal must protect both game and non-game wild life habitat areas, migration corridors, breeding areas, food sources, and other related habitat needs. Any proposed annexations should be coordinated in detail with the U.S. Forest Service, Colorado Department of Wildlife, Rocky Mountain Biological Laboratory and other interested stakeholders to identify critical habitat environments. Such coordination should address not only land use configuration impact, but also the long-term preservation of unique sub-alpine/alpine environments and how those environments are critical to the wildlife that inhabit the areas.

3. FINANCIAL REASONS - Annexation may serve to protect and enhance the municipal tax base. It increases the Town's property valuation and may help to avoid

an imbalance between taxable resources and municipal obligations; It will obligate new development to pay its share of the costs already in effect such as police and fire protection.

4. **MUNICIPAL SERVICES AND UTILITIES** - Annexation is an efficient and economical means of extending municipal services and utilities. Any new annexation to Mt. Crested Butte involves extending existing services to the development at the developers' expense. It would also be a means of controlling ingress and egress to the area. Municipal services recognized in this category include:

- street systems
- water and sanitation systems
- fire and police protection
- emergency services
- garbage collection
- recreational facilities and trails
- natural gas services
- electrical service
- telecommunication services
- transit services

5. **SOCIAL AND GOVERNMENTAL REASONS** - Annexation may provide the means for citizens in the fringe area to become politically active by participating in policy-making decisions. It increases the municipality's size and population thereby allowing a greater population base when applying for grants, funding, and associated financial and political needs.

6. **TRANSPORTATION:**

- a. Limit the access points on Gothic County Road to a maximum of two per subdivision and attempt to combine access points for adjacent subdivisions.
- b. Provide appropriate traffic control measures at intersections. Specifically, widen the Gothic County Road and provide acceleration and deceleration lanes at any intersection with the Gothic County Road.
- c. Provide for public transportation by dedicating land for the location of future bus stops, widening roads, and designing proper turn radiuses for sufficient sight distances around corners.
- d. Designate and improve multiple use trails.
- e. Encourage provision of alternative methods of transportation.

7. **PARKS, RECREATION, AND OPEN SPACE:**

- a. Provide an open space buffer zone between the potentially developed portions of the subdivisions and Gothic Road.
- b. Provide open space between the two towns and preserve unique natural features such as Washington Gulch.

- c. Provide opportunities for active recreation, such as athletic fields and cross country trails, open to the public, or available for contractual use, and consider dedication of land for public recreation facilities.
 - d. Prevent the loss of existing public access into lands used for recreational purposes.
 - e. Provide access to new areas for recreational use so citizens and visitors have the opportunity to use these areas.
8. SEWAGE AND WATER
- a. Discourage developments in the 3-mile area of sufficient size and density that would require new central water and sewage treatment facilities.

C. WRITTEN CRITERIA¹

1. The Town of Mt Crested Butte, while concerned with development in the entire north end of Gunnison Valley, proposes to focus future annexation so as not to conflict with neighboring municipalities or with county land use policies.
2. Mt. Crested Butte will annex no land which either cannot be served by Mt. Crested Butte Water and Sanitation District or cannot show proof that adequate water and sanitation facilities exist.
3. To annex land where it is clearly desirable to configure municipal boundaries for the purpose of greater efficiency or economy in providing municipal services and where such annexation is determined to be in the best interest of the municipality and the annexed property.
4. To annex the territory
 - which is determined to be urban in character;
 - where urbanization is clearly imminent and where such territory is in need of proper land use controls to include zoning and subdivision controls, building regulations, adequate roadway systems and good engineering standards;
 - open land that would be best used as open space or parks within the Town.
5. Annexation will be initiated, financially supported, and promoted by those living within the area proposed to be annexed.
6. The area under consideration for annexation should be a part of or located in the identified zones of potential growth and expansion of the municipality. The general terrain of the area should allow for additional future expansion of utilities.
7. The cost of providing permanent ordinary municipal services should be fully analyzed and determined.

8. A preliminary site and land use plan of the area proposed to be annexed must accompany any annexation petition.
9. The proposed zoning of the annexed territory must be appropriate to the Town's Master Plan.
10. The annexation of any previously subdivided land shall require an annexation agreement which shall provide for compliance with the Town Code.

¹ See Town of Mt. Crested Butte's Annexation Resolution, No. 1 series 1995 as amended.

Patricia Mullin
1301 S Bates Ave
Springfield, IL 62704

MCBWSO

Via email: info@mcbwsd.com

June 9, 2021

Re: Public Hearing June 14, 2021

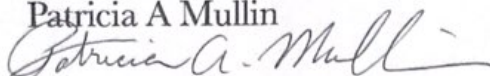
Dear Board of MCBWSO:

I am opposed to waiving the requirements of Section 6.3.4 of the District's Rules and Regulations for this petition. Waiving the requirement will set a dangerous precedent for other properties that are contiguous with the Town of Mt Crested Butte. All contiguous properties should be subjected to the same rules and regulations and subjected to equal tax rates to enjoy the benefits of the town.

The property, 45 Hunter Hill Rd is adjacent to mine and contiguous to the Town of Mt Crested Butte. Any development of the property should be consistent with the regulations imposed by our town since it is such a visible piece of property on the approach to Mt Crested Butte. The town has denied the plan submitted to it by the developer and instead of revising the plan to follow Mt Crested Butte Town regulations, the developer sought approval through Gunnison County. The plan submitted to the county is more dense than the plan submitted to the town and does not follow the town of Mt. CB's original plan of single family on that property. As a condition for Inclusion into the Water District, 6.3.4 addresses Annexation. The town of Mt Crested Butte has always been willing to revisit the annexation if Hunter Ridge LLC resubmits and addresses the questions that they had. Because of the cooperating 3 mile plan with the County, the County should have sent the Hunter Ridge LLC Application back to the town but this did not happen. Since Mt. CB is willing to consider annexation if questions are addressed, then The MCBWSO cannot waive the annexation into the town of Mt CB requirement.

I request that you do not issue a wavier for Section 6.3.4 for these reasons.

Patricia A Mullin



June 9, 2021

MCBWSD

Re: Hunter Ridge LLC Requesting to Waive 6.3.4 of the rules and regulations of MCBWSD – please include this response in the Board packet for the June 14, 2021 Special Meeting on this subject.

Dear Mt Crested Butte Water and Sanitation District Board:

My name is Robert Valentine and I have lived at 2 Peakview Drive, in the Overlook subdivision for the past 5 years, with the property co-owner, Robert Bolton.

I am writing this letter to request that the MCBWSD Board not waive section 6.3.4 of the Rules and Regulations as you consider the inclusion request into the water district from the Hunter Ridge LLC group. The primary reason for this is because this developer has not tried to work with the Town of Mt. Crested Butte AND the site can be annexed. The developer chose not to work with the Town and went to the County to avoid having to conform to the Town's rules and regulations.

In conclusion, the development known as Hunter Ridge, LLC has chosen to not follow town of Mt CB guidelines and the property is capable of being annexed; therefore, a waiver to 6.3.4 should not be granted.

Robert Valentine
Robert Bolton
Owners 2 Peakview Drive
Mt. Crested Butte



2nd Application Hunter Hill Road Inclusion Petitioner Submitted Materials

Contents:

- 1. Janet Farmer Letter 7.16.2019**
- 2. Petitioner Submitted Copy of Letters re: 1st Application**
- 3. Petitioner Submitted Copy of MCBWSD Staff Recommendation re: 1st Application**

From: Janet Farmer <jfarmer@mtcrestedbuttecolorado.us>

Sent: Tuesday, July 16, 2019 11:29 AM

To: Jonathan Houck <JHouck@gunnisoncounty.org>; John Messner <JMessner@gunnisoncounty.org>;
Roland Mason <RMason@gunnisoncounty.org>; Cathie Pagano <CPagano@gunnisoncounty.org>

Subject: Hunter Ridge

I understand that there will be a work session on this application later this week. I know that the Mt. Crested Butte Town Council has sent a letter on their position regarding this. I wanted to further let you know that I have had constituents approach me during my Monday with the Mayor coffee sessions expressing their concerns. One was an owner in the adjacent condo complex that had originally given permission to Jamie Watt to access the property via their portion of the end of Castle Road. They later rescinded this permission. He was not alone. The concern by neighboring folks is the size and scope of the plan that has been proposed to the County. They felt it would have more impact if I, as Mayor, relayed their hopes that this plan be turned down by the County. Besides the already mentioned reasons, they would hope that if this property is ever developed that because of the location it be annexed to the Town of Mt. Crested Butte and developed in accordance with our process.

I would be happy to have further discussion on this if any of you believe it warranted.

Thank you.

Janet R. Farmer, Mayor
Town of Mt. Crested Butte

ex parte communications

Hunter Ridge

GARY KEISER <keiserhaus@aol.com>

Sun 12/13/2020 5:36 PM

To: mfabbre@mcbwsd.com <mfabbre@mcbwsd.com>

I am writing with regard to your December 16 meeting to consider inclusion of the Hunter Ridge project. The project appears to be well-thought out, consistent with the surrounding community, and meets criteria of the County and W&S. The opposition from the town council of the Town of Mt Crested Butte is based entirely on political reasons. That is wrong. If the project meets stated requirements, it should be approved. Your staff has concluded that the project meets your requirements for inclusion and recommends approval. I urge you to follow recommendations of your staff and approve inclusion.

Gary Keiser

Concerned Mt Crested Butte Resident

Chairman of DDA

Fwd: Hunter Ridge

Judy Cox <judycoxcb@gmail.com>

Tue 12/15/2020 10:35 AM

To: Watt Jamie <alpinewatt@hotmail.com>

Wishing you well!

Begin forwarded message:

From: Judy Cox <judycoxcb@gmail.com>
Date: December 15, 2020 at 11:34:09 AM CST
To: mfabbre@mcbwsd.com
Subject: Hunter Ridge

Hunter Ridge is Jamie Watt's latest project in his outstanding, decades-long building career in Mt. Crested Butte. He has successfully handled many concerns along the way to this last step in the approval process leading to a decision by your board.

I was one of the incorporators of Mt. Crested Butte, a town councilman and former owner of the Nordic Inn for over 40 years. My main concern has always been for the welfare and safety of the citizens of the town. Jamie has always upheld the highest standards of safety in his projects.

I encourage your board to allow Hunter Ridge to become a member of the sewer and water district of Mt. Crested Butte.

Allen Cox

Past Mayor

1/8/21

EDITORIAL

CONTINUED FROM PREVIOUS PAGE

Meanwhile back here in our real world...there are still issues that perplex me. It irks me when I see politics triumph over logic in the valley. And the biggest head scratcher for me in that regard, at least on the surface right now, is a relatively small development next to Mt. Crested Butte that is being pummeled.

Why decision makers in Mt. Crested Butte have taken the steps that put a developer into the position where he is actually having to consider building a project with wells and septic systems a literal stone's throw from a municipality and a water treatment plant is a little weirdly insane to me. Like with any development, Jamie Watt was proposing some stuff that wouldn't easily work and would certainly need adjusting. His proposed development parcel is not a perfectly flat piece of property with no issues. It is instead on a hillside and has problems. Welcome of to the valley.

But generally Jamie was attempting a relatively small development on the border of a town that included some needed deed-restricted affordable housing. The town council felt the political pressure and lined up behind neighbors with objections and turned it down when Jamie approached them with an annexation request. Logically, if the town council wanted some municipal control and some revenue, they would annex it. They didn't, choosing politics over logic.

So Jamie added some density and went to the county for approval. The county was open to the idea with mitigations but wanted water and sewer taken care of through the Mt. Crested Butte Water and Sanitation District. Fair. When Jamie approached the water and san board about being included, the board lined up 2-1 behind neighbors and turned it down, despite a staff recommendations to accept his petition. Politics again. I mean sh*t rolls downhill and the water and san wastewater treatment plant is just *down* the hill from this proposal. It is logical to put a pipe in and handle the sewage so as to have revenue and control. Politics over logic.

I've seen Jamie be a stubborn pain in the butt over the decades and he and I rarely (ever?) agree politically...but he sure seems to be getting, how can I say this tactfully, a political wedgie up there right now. Pushing a developer to even consider septic systems that if they leak would leak almost literally into the water and san plant? That's just sort of weirdly insane. I'm sure this one is not over.

The paper will be put to bed before the Republicans in Washington are done breaking their oath on Wednesday to show followers of Donald they pledge fealty to a lost con man. Who knows what mayhem will continue in the coming days as the result of a delusional, lying, one-term president? Meanwhile here, not everything is always perfect but it's pretty good. Let's stick primarily with the weirdly sane path and give that "advanced alien technology" flying by something positive to see.

Editor of paper

Mark Reaman



Hunter Ridge should be an obvious decision 1/15/21

Letter to Editor:

For the last two years we have been following the process of Jamie Watt's saga of trying to bring to fruition his concept of the Hunter Ridge Subdivision at 45 Hunter Ridge Rd. located in the county bordering Mt. Crested Butte. We have known Jamie for over 40 years and he is a fellow builder we have great respect for. The recent denial of service by the Water & Sanitation District means Jamie's only recourse is individual wells and septic systems. Is that what we want in Mt. Crested Butte? Wells and septic systems that close to town?

The District staff and even their own attorney advised their Board to approve Jamie's request. If Hunter Ridge is not brought into service, the Water & Sanitation district will not only lose \$500,000+ in lost fees

but will also incur the expense of \$100,000+ for repair of the existing infrastructure. Who pays for this? The taxpayers!

Was the vote to deny service really just a political move based on pressure from the Mt. CB town council? We are appalled at the treatment he has received from the council in their repeated attempts of stonewalling what seems to me to be a well thought out minor development.

According to development guidelines of all three government entities that have input on this project: Mt. Crested Butte, Crested Butte and the county, this 10-acre parcel is located exactly where development should occur. In addition, the building layout and density follow the required concept of being substantially similar to the existing neighborhood.

The Water & San Board has a brief opportunity to reconsider their decision before Jamie is forced to reapply to the county. Let's hope they make the correct, obvious decision.

Peter and Teri O'Rourke

1/22/21

Good reasons to bring Hunter Ridge into district

To the Board of Directors of the Mt. Crested Butte Water & Sanitation District:

As a citizen and property owner in the Mt. Crested Butte Water & Sanitation District I am writing to encourage the board to reconsider its decision and include the Hunter Ridge project in the Water & Sanitation District.

The apparent stumbling block is based on interpretation of language as to whether or not the project is "capable" of being annexed into the Town of Mt. Crested Butte. Unfortunately, this debate forces the board members to make this determination, and as a result, misses the point/opportunity.

Regardless of annexation, the project *is* capable of inclusion in the Mt. Crested Butte Water & Sanitation District,

and there are clear benefits to the District for doing so. These include tap fees, usage fees and the developer's willingness to pay the repair costs of a sewer line that is aged and in need of replacement. Without this project, the cost of repairing the sewer line and related lost revenue to the District will be in excess of \$600,000 and would be the burden of existing District members. If the project developer is willing to pay for the repair costs that would otherwise fall to existing members, I think we should take advantage of it.

In addition, there is already precedent for projects to be included in the District that are not part of the Town of Mt. Crested Butte (Meridian Lake). Even the District Manager, Mike Fabbre, *highly*

recommended the project be included in the District based on financial and safety considerations he outlined in his staff report dated 12/10/20.

Let's keep in mind, there are other alternatives for the project to obtain water and sewer service, but these (wells and septic) are more invasive and generally less appealing for a variety of reasons.

To me the case is clear: there is not a good reason for the project *not* to be included in the district. I encourage you to reconsider your decision and include Hunter Ridge in the Mt. Crested Butte Water & Sanitation District, and move forward with the needed repairs.

Thanks for your consideration,
Eric Sanderson

1/15/21

Questioning the Hunter Ridge decisions in Mt. CB

Dear editor,

Unbelievable!!

What is behind this insane effort to force a developer to resort to installing wells and septic systems on a sensible small project that not only borders the Mt. CB Water & Sanitation plant but also already has an available 8" main sewer line running right through the entire property!?

Jamie Watt has been diligently striving to gain approval for his project on a small piece of property next to Mt. Crested Butte. It's a low-density project, blends in with neighborhood, two affordable housing units and only eight buildings on 10.25 acres with 40 percent being open space. Bowing to pressure from NIMBY neighbors, the town council of Mt. CB turned him down for annexation without giving Jamie a chance. The County approved his sketch plan and all he needs now is to tap into the already existing water and sewer lines that are on his property.

Again, the town council applied pressure. In a letter to Water & San, mayor Janet Farmer, representing the town council, urged them to deny service. Even though Farmer has been reprimanded more than once by the town manager for speaking publicly against Hunter Ridge, she couldn't

resist from making another inappropriate comment: "...neither the project previously submitted for annexation, nor the project being processed through the County, is one the Town would be interested in annexing." By putting this in print she has caused the entire council to have to recuse itself if Jamie were to reapply for annexation because of the obvious bias of pre-judging.

It is my understanding, all the Water & San board had to do was waive the ambiguous language (that was written 30+ years ago) referring to the capability of being annexed. Jamie's project will clearly never be capable of being annexed no matter how many times he reapplies to the Town of Mt. CB. And frankly shouldn't be forced to do so ad nauseum...

The Water & San district can vote again with more of their board members present OR they can CHANGE THE LANGUAGE to be clearer in regards to the ridiculous requirement to annex, even if the town has turned a project down and where the county has approved.

There are zero negative aspects in allowing the project into the District and only financial positives for the members.

Allen Cox

11/27/20

Mt. CB council approves Three Mile Plan update, voicing concern

Hunter Ridge annexation stirs up old emotions

[BY KENDRA WALKER]

After much debate surrounding a past debated land annexation proposal that was rejected, the Mt. Crested Butte Town Council approved a 2020 update to the town's Three Mile Plan.

The Three Mile Plan is a long-range planning opportunity for the town to consider territory they might want to annex in the future. State statute requires each municipality's plan to be updated annually and nothing substantial has been changed in the update, noted community development director Todd Carroll during the November 4 Town Council meeting.

However, council members expressed concerns with including the Hunter Ridge property in the plan of potential land eligible for annexation, given in 2018 the town council rejected a proposed annexation and development project of that property at 45 Hunter Hill Road. The developer, Jamie Watt, then took the proposed development application to the county, and commissioners approved the project's sketch plan in January 2020 as recommended by the Gunnison County Planning Commission.

The county resolution in-

cluded conditions placed on the application by the Planning Commission, including that numerous issues be addressed such as compatibility with neighboring properties, geologic hazards, water and sewer plans, traffic studies, snow storage plans, wildlife considerations and wildland delineations, among others. Watt said this summer that all those issues had been addressed and he was wrapping up the next phase of his application.

"I cannot approve this plan if we include the Hunter Hill annexation," said council member Steve Morris.

"I don't see a situation in any form or fashion that I'm going to find that land suitable for development and so I have a problem having it in there," agreed mayor Janet Farmer.

"I would recommend keeping it in and the reason why is, if we take it out it will only weaken our position if we try to protect the property," said interim town manager Carlos Velado. "If it's not in our Three Mile Plan, we're saying [to the county] we don't want it, you can have it. But it's not that we don't want the property, it's just that we didn't want that particular project."

"Steve, I was definitely leaning in your camp until Carlos spelled it

out there," said council member Roman Kolodziej. "Hopefully our newly elected commissioners will hear the sensibility in that and recognize the impacts of not paying attention to our Three Mile Plan."

"Collectively, does the council want to see that developed?" asked Morris. "To me it seems counter-intuitive to identify that as land we'd like to be developed."

Kolodziej asked if there was a way to indicate that the particular area in question requires additional scrutiny.

"By statute we have to have a Three Mile Plan," explained town attorney Kathy Fogo. "It gives the town an opportunity to weigh in and express concerns... You have the right of input but you don't have the right to determine."

Velado added, "The Three Mile Plan is a guiding document for the town, not the county. If we take it out we're basically saying we do not want that property."

"This Three Mile Plan is not talking about a specific project..." said council member Lauren Koeliker. "So I'm comfortable with approving it because it allows us to say at some point we might want something there... I think we might be overthinking this."

Ultimately, the council agreed to approve the 2020 Three Mile Plan update.

Mt. Crested Butte updating three-mile boundary plan

Necessity and impending application for Hunter Ridge parcel at county spurs update

[BY CAYLA VIDMAR]

Mt. Crested Butte community development director Carlos Velado presented an updated three-mile boundary plan to the Town Council on Tuesday, July 17. The plan, which recommends the development of land within the three-mile boundary of the town, has not been updated since 2007.

The need to update the plan, along with the recent Hunter Ridge annexation denial and expected application for the parcel to the county, has prompted the Gunnison County Planning Commission to review the plan. The 10.28 parcel, known locally as Hunter Ridge, is located in Mt. Crested Butte within the three-mile boundary of the town. The council agreed to hold a work session on August 21 at 5 p.m. to review the plan.

According to the Colorado Department of Local Affairs' (DOLA) three-mile plan reference document, "The three-mile plan is a long range planning opportunity for municipalities to consider where they want to annex ... It ensures that the municipality will annex land only when it is consistent with pre-existing plans for the surrounding area."

The state DOLA document continues, stating "The failure to plan specifically for the physical growth of a municipality can result in haphazard annexation that proves expensive to the municipality annexing the land, the county in which the land is located and the neighboring communities."

According to Velado, "Essentially it's an update. The Planning Commission's thought was to go off the existing plan,

change some language, update service providers—and that's what you have in the [Mt. Crested Butte] document."

Mayor Todd Barnes kicked off the discussion, saying to town manager Joe Fitzpatrick, "We talked about this in 2005 and 2006 that we needed to establish a direction for the three-mile plan, and attempted in 2007 to finally get around to it. Eleven years have gone by, so it's time."

The update spurred discussion about the recent denial of the Hunter Ridge parcel, which is within the three-mile boundary of Mt. Crested Butte, and is considered an "area for potential growth," according to the 2007 plan.

Earlier this summer, the county Planning Commission recommended approval of the proposed annexation with conditions; however, the Town Council denied the proposal for multiple reasons. Reasons include needing better soil testing for the notoriously unstable mancos shale slope, the lack of need for this type of development and doubt that it would truly meet community goals.

The developer of the Hunter Ridge parcel, Jamie Watt, has stated he intends to take the application for development on the parcel to the county since it was denied by the town, but has not yet submitted the application at the time of writing.

Councilwoman Janet Farmer voiced her opposition to the Hunter Ridge parcel being included as an area for potential growth, stating "Given our vote last time 6 to 1 to not approve moving forward on that parcel for now, I don't think it's appropriate to have that piece of property in there as an area for potential growth."

Barnes replied, "You realize you're leaving all future earnings to the county and all development decisions to the county right?" To clarify, the developer, Watt, can still go to the county to develop the parcel of land regardless of the denial from the town of Mt. Crested Butte.

Farmer countered, stating,

"Well, we can change it next year if we find out different information, but with the information we have now and the vote we had, I don't think it's appropriate to have that parcel in the category for potential development."

Councilman Dwayne Lehnertz jumped in, saying, "It's my thinking that if we don't do something on that piece of property, the county probably will."

"Not necessarily. They will look at what we decided to do and then make their decision," countered Farmer.

"I just came away from our discussion about Hunter Ridge, when we voted not to accept the proposal, thinking that there were a lot of happy people leaving out of here, but to my thinking, all we did was just open the door to not being in control of that parcel," said Lehnertz. "I don't know if being in control of that parcel is important or not, but my concern is that we get it right."

Councilman Steven Morris asked if the Gunnison Board of County Commissioners considers the three-mile plan when making decisions regarding development, to which Farmer replied, "I've heard they will."

Velado jumped in, saying, "This is our plan for what we want to bring into the town, which we have subsequently denied," referring to the Hunter Ridge parcel and its allocation as an area for potential growth in the 2007 three-mile plan.

Velado continued, saying, "So now there's an application for the county, and being as [Hunter Ridge is] within our three-mile boundary, we are afforded the opportunity to respond to that application. Then it's up to the Board of County Commissioners to the level of consideration they give to that response."

The discussion waned, and mayor Barnes stated the plan was important enough to hold a work session. That work session will be held at the August 21 Town Council meeting, followed by a consideration for approval.

Hunter Ridge subdivision application for service

David Clayton <claytondl@earthlink.net>

Mon 12/14/2020 10:10 AM

To: mfabbre@mcbwsd.com <mfabbre@mcbwsd.com>

Cc: alpinewatt@hotmail.com <alpinewatt@hotmail.com>

To the Mt Crested Butte Water and Sanitation District,

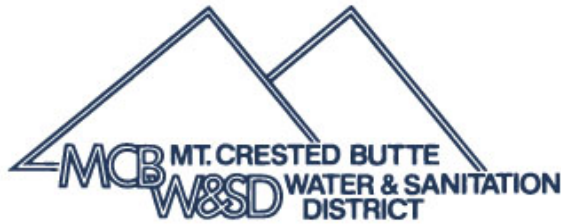
Reference: Hunter Ridge subdivision application for service

I have been following the Hunter Ridge project since its inception and wish to add my support to the project as it passes through the application for service from Mt Crested Butte Water and Sanitation District. In reading the Staff Recommendation for approval of the application, I feel that the salient points for the District have been addressed and that the recommendation for approval is the proper action. The District should be and has addressed the application from its quasi-governmental authority; that is, it has looked at if service is possible by the District, does the District have sufficient capacity to service the property, does building out the extension benefit other aspects of the District. In all of these matters, the answers in the recommendation have correctly been yes and therefore the application should be approved by the District. It is not within the purview of the District to be debated nor deciding on issues of zoning, engineering of the site (other than how it pertains to the District's potential infrastructure), economic viability nor wishes of the neighbors to the property. These are matters for the County and the developer to consider. I do understand the process that the District is performing as I have previously served on the Utilities Committee, dealing with water, waste water, trash and landfill matters for Indian River County, Florida before moving to Mt Crested Butte.

As stated above, I concur with the recommendation of MCBWSD staff in approving the application for service of the Hunter Ridge subdivision.

David L. Clayton
139 Snowmass Road
Mt Crested Butte

Past Mayor



MEMORANDUM

To: Mt. Crested Butte Water & Sanitation District Board of Directors
From: Mike Fabbre, District Manager
Date: December 10, 2020
Subject: Hunter Ridge, LLC, Inclusion Application

This memorandum will serve as the staff recommendation to the Mt. Crested Butte Water & Sanitation District (District) Board of Directors (Board) on the inclusion petition submitted by Hunter Ridge, LLC, for the property commonly referred to as 45 Hunter Hill Road (Property). The District will be conducting a public hearing and special Board meeting on December 16, 2020 at 5pm to discuss the petition and potentially grant, grant with conditions, or deny the proposed petition for inclusion into the District.

The District currently owns, operates, and maintains approximately 1,210 linear feet of 8" PVC, SDR 35 pipe and six manholes that exist on the Property. All District infrastructure on the Property has an easement of ten feet on each side from center line of pipe.

Wastewater

The property inclusion would provide the District with the opportunity to alleviate serious and costly hazards that result from the current placement of the sewer lines across the Property.

As background information, the District conducts maintenance on all sanitary sewer system piping by high pressure jetting and camera inspections once every four years and every year on high use sections. This results in every wastewater pipe in the District being jetted and inspected at a minimum of once every four years. When the section of pipe on the Property was installed the District did not own its current jet truck that has an industry standard 400' hose reel for a truck sized appropriately for our topography. The design of the jetting process is to be able to park the jet truck at a single manhole and be able to jet up to 400' of sewer pipe. The truck then drives to the next manhole to continue the process. Access to this critical infrastructure for routine maintenance is another reason why manholes are ideally placed in roadways with the additional benefit of snow removal during winter months.

This Property presents many different logistical problems for maintaining this section of pipe. Currently, the District has an easement but does not have vehicular access to the manholes because of the topography of the Property. Building a road on the current easement would be very costly, difficult and would not solve all of the problems. Two of the manholes exist near a delineated avalanche zone and contain sharp interior bends.

An operator would need to enter the manhole to feed the jet hose and/or camera from one pipe into the other in order to conduct the maintenance on that section of pipe and not damage expensive equipment.

Health and safety of the District operators is of utmost concern when having to enter these potentially dangerous environments. Proper confined space entry dictates atmospheric monitoring and tripod/harness entry in case of asphyxiation among many other precautions. Vehicular access facilitates proper confined space protocols and decreases potential health and safety concerns.

However, even if the District built a road on the existing easement, we do not believe we could remove the two manholes from those precarious locations based on the slope and grade. Re-routing and re-alignment of the sewer line would give the District safe year-round access for maintenance, jetting, inspections, and emergency repairs. Right now, we do not have a safe and reasonable way to get our trucks and equipment to most of the manholes on the Property. An emergency event during the winter months would be extremely difficult to repair and could result in a multitude of dangerous consequences.

The District had JVA Engineers conduct a sanitary sewer capacity analysis evaluating the full build-out of the Overlook subdivision area and all potential future growth that would flow through the pipe on the Property. The report concluded that the pipe capacity could support full build-out of the existing community in that area as well as support full build-out of the Property as proposed in the inclusion petition.

Water

The District has sufficient water rights to supply the inclusion of the Property. JVA Engineering conducted a project needs assessment report for the District in 2019 and concluded that the District has adequate absolute water rights for at least the next 20 years and beyond. Resource Engineering has conducted studies for the District that have determined that acquiring the 300-acre feet in Long Lake as part of the Upper Gunnison River Water Conservancy District (UGRWCD) agreement would more than satisfy the entire District at full build out. The District also owns 700-acre feet of conditional water rights for the North Village Reservoir. The District has discretion to accept a monetary payment in lieu of water rights as a condition of inclusion.

Geotechnical

There may be unique geotechnical issues existing on this Property but the District deals with unique geotechnical issues throughout its boundaries. Two studies have been conducted on the Property.

The District's potential infrastructure for the Property would consist of water and wastewater mainline piping, sewer manholes, water valves and fire hydrants. The District's rules and regulations require proper bedding material and other preventive measures to offset any geotechnical issues or subsurface conditions. Pipe placed in a trench with proper bedding material and burial depth in macros shale soils is common practice for the District. District infrastructure necessary to serve the Property would of

course be installed at the sole cost of the Developer, with adequate security provided to the District in advance.

Financial

The District would potentially receive a \$49,000 (per UGRWCD) one-time payment in lieu of water rights that could be used to help pay for the Long Lake project or any other future water rights acquisition. The District would also receive tap fees, usage fees, and availability of service fees, and increased property tax revenue as a result of the development of the Property. The numbers listed in the table below are based on the 2021 budget and will increase over time as the Property is being developed over multiple years.

Financial Impact of 45 Hunter Hill Road Inclusion					
One Time Cash Inflows		<u>Initial</u>	<u>@ Full Build-Out</u>		
Cash in Lieu of Water Rights	\$	49,000		UGRWCD	
Tap Fees			\$ 408,020	20 SFE Units	1,2
	\$	<u>49,000</u>	\$ <u>408,020</u>		
Ongoing Cash Inflows (annual)		<u>Initial</u>	<u>@ Full Build Out</u>		
Use Fees			\$ 19,734	16 mtrs/12 mos	3,4
Availability of Service Fees	\$	3,655		8 lots for 4 qtrs	5
Property Tax	\$	<u>2,500</u>	\$ <u>15,000</u>	estimated	
	\$	<u>6,155</u>	\$ <u>34,734</u>		
1	12 Triplex units @ 1 each, 4 Homes @ 2 each = 20 SFE Units				
2	2021 MCBWSD Approved Budget SFE Tap Fee Rate is \$20,401				
3	12 triplex units + 4 homes = 16 meters				
4	\$102.78 is the 2021 min. monthly User Fee				
5	\$114.23 is the 2021 quarterly Availability of Service Rate				

The nature of the existing sewer line is such that if the District does not include the Property and re-align the existing pipe, there will be significant future capital costs to build vehicular access to the manholes and re-engineer the existing public infrastructure within the existing easement (see Wastewater section above). If the Property is included into the District, the developer will be responsible for granting new easements, re-aligning the pipeline and paying for all the new infrastructure.

Recommendation

The staff recommendation is based off a pragmatic look at the infrastructure and operations required for the District to fulfill its mission, as well as the advantages vs. disadvantages to the District as a whole. The mission of the Mt. Crested Butte Water & Sanitation District is to provide reliable and quality water along with environmentally responsible wastewater services to our community in a cost-effective manner, with a commitment to public health and safety for our customers and staff.

This recommendation does not consider any other political implications or outside decisions that are not appropriate for the staff to consider in making a recommendation.

The District is tasked with providing safe drinking water and wastewater services at a reasonable cost to its customers. It is beyond staff objectives to judge aspects of property inclusion that fall outside our areas of responsibility. The recommendation is based on the benefits to the entire District and all its constituents in view of the foregoing considerations. The staff recommendation is as follows:

- Approve the Hunter Ridge, LLC, inclusion application with a condition that all of the JVA Engineering requirements be met and all District rules and regulations are met. This includes but is not limited to easements, warranty bonds, maintenance bonds, survey work, as-built drawings, etc., as well as a cash in lieu of water rights payment in the amount of \$49,000.00, to be paid in advance. All costs of the public infrastructure built to serve the Property would be the sole expense of the developer.
- The Board require any and all additional conditions on inclusion as they see fit.
- Require a surety bond or other form of security acceptable to the District in an amount adequate to secure the public infrastructure necessary to serve the Property. This includes but is not limited to all water and wastewater mainlines, service lines, pre-taps, curb stops, and all associated appurtenances.

Recommendation of inclusion provides many benefits to the District with minimal disadvantages. These include health and safety to our employees, advantageous operations and maintenance, positive financial impacts, and lessening of future capital projects and costs.

Respectfully submitted to the District Board as well to all concerned citizens in our community.