

**TOWN COUNCIL
TOWN OF GYPSUM, STATE OF COLORADO**

RESOLUTION NO. 08 (SERIES 2024)

**A RESOLUTION OF THE TOWN OF GYPSUM APPROVING THE AMENDED FINAL
PLAT, FIRST AMENDMENT TO SUBDIVISION, AND COVENANT TO CEASE
IRRIGATION FOR GREEN'S LANDING**

WHEREAS, the Town of Gypsum, Colorado ("Town"), is a home rule municipality of the State of Colorado, duly organized and existing under Article XX of the Colorado Constitution and the Gypsum Home Rule Charter effective October 21, 1982; and

WHEREAS, the Town of Gypsum has the power and authority to adopt regulations regarding the subdivision of land and to enjoin any such subdivision which does not comply with such regulations, pursuant to Sections 31-23-214 and 31-23-216, C.R.S.; and

WHEREAS, the Town Council of the Town of Gypsum ("Council") has adopted Title 17 of the Gypsum Municipal Code (G.M.C.) governing the subdivision and regulation of land; and

WHEREAS, pursuant to Section 17.20.050, G.M.C., final plats shall be considered at a Gypsum Planning and Zoning Commission ("Planning Commission") meeting and recommendations as a result of this review will be made to the Council who may approve, deny, or approve the application with conditions; and

WHEREAS, Greens Landing, LLC is the owner of Lot 3, Geen's Landing, also known as 115 Kings Meadow Drive, Gypsum, CO 81637, and Scott A. Green and Cappie A. Green are owners of Lot 1, Green's Landing, also known as 600 Cottonwood Pass Road, Gypsum, CO 81637; and

WHEREAS, the owners of Lots 1 and 3 have submitted an application to subdivide Lots 1 and 3 to create a new Lot 11 to be zoned Rural Residential; and

WHEREAS, pursuant to 17.20.050 of the G.M.C., a public hearing before the Planning Commission on the Application was held on March 3, 2024 at 7:00 p.m. and the Planning Commission recommended approval of the Final Plat; and

WHEREAS, the Council hereby finds that pursuant to Section 17.70.010 of the G.M.C., all public notice requirements for the public hearing before the Planning Commission and the meeting for the Council were met, as follows:

- a. On March 20, 2024, notice of the hearing before the April 3, 2024, Planning Commission and April 23, 2024, hearing before the Town Council was mailed to property owners within three hundred feet of the Property;
- b. On March 18, 2024 Public Notice was physically posted at the Property prior to the public hearings of which an affidavit of posting has been received.

WHEREAS, Applicant has complied with the requirements of Section 17.20.030, G.M.C., for the Final Plat; and

WHEREAS, the creation of Lot 11 necessitates changes to the existing Subdivision Improvement Agreement and a Covenant to Cease Irrigation; and

WHEREAS, the Council has considered the criteria of Section 17.20.050., G.M.C., in reviewing the subdivision application, including (1) the comments and recommendations of Town staff, (2) comments of the general public, and (3) impacts on adjoining areas and the Town as a whole.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GYPSUM, COLORADO, as follows:

1. **Incorporation of Recitals and Findings.** The above Recitals and Findings of the Planning Commission are hereby incorporated into this Resolution.

2. **Final Plat Approved.** The Amended Final Plat for Green's Landing, a Resubdivision of Lot 1 and Lot 3, attached hereto as Exhibit A and incorporated herein, is approved with the conditions set forth in this Resolution.

3. **Approval of Agreements.** The First Amendment to Subdivision Improvement Agreement for Green's Landing ("First Amendment"), attached hereto as Exhibit B and incorporated herein; and the Covenant to Cease Irrigation ("Covenant") attached hereto as Exhibit C and incorporated herein; are approved with the conditions set forth in this Resolution.

4. **Conditions.** This Resolution and approvals of the Amended Final Plat, First Amendment and Covenant are conditioned on the following:

- a) The Applicant meets the criteria of Section 17.20.050(e).
- b) That as otherwise modified by representations of the applicant in this application, all material representations of the applicant in this application, correspondence and public meetings shall be adhered to and considered conditions of approval, unless otherwise amended by other conditions.
- c) If the actual out-of-pocket costs of the Town in reviewing the application are greater than the amount of the deposit paid by applicant, applicant shall pay the additional out-of-pocket costs incurred by the Town no later than within 30 days of receipt of an invoice.
- d) All required fees shall be paid prior to recording the final plat, including:
 - a. Water Tap Fee prepayment amount of \$3,600.00 per EQR; .
 - b. Sewer Tap Fee prepayment amount of \$2,400.00 per EQR;
 - c. Fire Impact Fee of \$2,802.00 per unit;
 - d. School Impact Fee of \$1,827.26 per unit;
 - e. Law Enforcement Impact Fee of \$1,000.00 per unit; and
 - f. Recreation fee of \$1,000.00 per unit.

5. **Recording of Final Plat.** The Amended Final Plat, attached hereto as Exhibit A, the First Amendment, attached hereto as Exhibit B, and the Covenant, attached hereto as Exhibit C, shall be recorded only after all conditions set forth in paragraph 4 herein are satisfied.

6. **Severability.** If any portion of this Resolution is found to be void or ineffective, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.

7. **Effective date.** This Resolution shall become effective and be in force immediately upon approval.

Approved and resolved this 14th day of May 2024 at a regular meeting of the Town Council of the Town of Gypsum, Colorado by a vote of 6 in favor and 0 against.

EXHIBIT A
AMENDED FINAL PLAT

202409135

202409135

CERTIFICATION OF DEDICATION AND OWNERSHIP

Know all men by these presents that Scott A. Green and Cripple A. Green and Academy Mortgage Corporation, being sole owner in fee simple, mortgagee or lender of all that real property situated in the Town of Gypsum, Eagle County, Colorado, described as follows:

Lot 1, Green's Landing,
according to the plat recorded May 20, 2020
in Reception No. 202007559
Eagle County, Colorado
containing 4.121 acres, more or less:

and has caused the same to be surveyed, laid out, subdivided, and designated as Amended Final Plat, Green's Landing, A Resubdivision of Lot 1 and Lot 3 Green's Landing, containing 7.415 acres, in the Town of Gypsum, and has caused this plat to be made, filed, and further declared:

1. Permanent easements are hereby dedicated in all streets, roads, and alleys ("streets") identified on this plat as follows: (1) an easement to be held by the Town of Gypsum for the use of the surface of such streets by the Town for municipal purposes and during emergency circumstances and for access by emergency service agencies and providers, including but not limited to access by state and local police, fire, rescue, and medical service providers; and (2) a subsurface easement to be held by the Town of Gypsum for the benefit of the Town of Gypsum and for the benefit of public utility service providers (including but not limited to gas, electric, sewer, water and telecommunications) for the purpose of access to and construction, installation, maintenance and repair of public utilities and utility improvements, together with an associated surface access and use easement for such purposes. Subject to the foregoing dedicated easements, all streets identified on this plat are hereby dedicated in fee simple ownership to the Green's Landing Homeowners Association or its successor in interest for the private use of the property owners and residents of the Green's Landing who shall be responsible for the operation and maintenance thereof, including surface and drainage maintenance and snowplowing in compliance with the standards of the Town of Gypsum for equivalent public streets located within the Town.

WAIVER
In consideration of the approval of this subdivision plat, the owner and lender hereby waive any and all claims of damages against Town of Gypsum occasioned by the alteration of land surfaces to conform to this subdivision plat.

In witness thereof, this instrument is executed this ____ day of ____.

Owner: Scott A. Green and Cripple A. Green

Address: 800 COTTONWOOD PASS RD.
GYPSUM, CO 81637

State of Colorado }
County of Eagle } SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of ____.

____ A.D. 20____ by ____

My commission expires: ____

Witness my hand and seal:

Notary Public

MORTGAGEE AND LENDERS CERTIFICATE

ACADEMY MORTGAGE CORPORATION holder of deed of trust upon the real property shown herein this amended final plat, recorded on November 27, 2023 at Reception No. 202319782, hereby consents to this final plat and subordinates its interest under such deed of trust in such real property to the rights and obligations created by the declaration.

Executed this ____ day of ____ 20____

By: ____

Address: 339 WEST 13400 SOUTH
DRAPER, UT 84602

State of Colorado }
County of Eagle } SS

The foregoing was acknowledged before me this ____ day of ____.

____ A.D. 20____ by ____

My commission expires: ____

Witness my hand and seal:

Notary Public

TITLE CERTIFICATE

Title Company of the Rockies, does hereby certify that it has examined the Title to all lands shown upon this Plat and that Title to such lands is vested in Green's Landing LLC, a Colorado Limited Liability Company and Scott A. Green and Cripple A. Green, free and clear of all taxes, and encumbrances, except as follows:

Dated this ____ day of ____ A.D. 20____

AGENT:

TOWN COUNCIL CERTIFICATE

This Plat and the statements herein are conditionally approved, pending completion of specified improvements, this ____ day of ____ by the Town Council of Town of Gypsum, Colorado. This approval does not extend to the design of utilities, sewage disposal, roads, or any other service facility and does not constitute acceptance of roads, utilities, or by the Town for maintenance services or operation.

By: ____

Mayor

PLANNING COMMISSION CERTIFICATE

This Plat and the statements herein are approved this ____ day of ____ by the Planning Commission of Town of Gypsum, Colorado. This approval does not extend to the design of utilities, sewage disposal, roads or any other service facility.

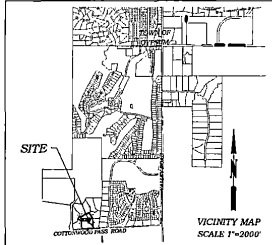
By: ____

Chairman

AMENDED FINAL PLAT

GREEN'S LANDING

**A RESUBDIVISION OF LOT 1 AND LOT 3 GREEN'S LANDING
TOWN OF GYPSUM, COUNTY OF EAGLE, STATE OF COLORADO**



PLAT NOTES

1. The purpose of this amended final plat is to resubdivide Lot 1 and Lot 3, Green's Landing into three lots.
2. Survey date: December 2023.
3. Address: 0600 Cottonwood Pass Road (Platted) and 115 West Meadow Drive (Not Platted)
4. U.S. Survey Feet was used for this survey.
5. The legal description shown herein is based on the commitments provided by Title Company of the Rockies, Commitment No. 082600-C-1, with an effective date of December 27, 2023, Commitment No. 082159-C-1, with an effective date of December 27, 2023 and survey monuments found at the time of the survey.
6. Date of Record: An assumed bearing of S 80° 53' 30" W, between the southwest corner of Lot 1, Green's Landing, Reception No. 202007559, a found 2" aluminum cap on #5 rebar, L5 #3079 and the southwest corner of Lot 1, Green's Landing, Reception No. 202007559, a found 2" aluminum cap on #5 rebar, L5 #3079. All bearings herein are relative thereto.
7. A typical lot utility and drainage easement is created by this plat, 10' along side, rear and front lot lines except as otherwise noted or shown on sheet 2 of 2.
8. A 50' private access and utility easement shown on sheet 2 of 2 is granted to - all lots in this subdivision as shown hereon, all utilities - for access, installation, maintenance and repair, and to the Town of Gypsum for access, maintenance and repair.
9. Access and utility easements on this plat shown on sheets 2 of 2 are granted to - all lots the easement crosses over or to as shown hereon, all utilities - for access, installation, maintenance and repair, and to the town of Gypsum for access, maintenance, and repair.
10. Utility easements on this plat as shown on sheets 2 of 2 are granted to - all lots the easement crosses over as shown hereon, all utilities - for access, installation, maintenance, and repair and to the Town of Gypsum for access, maintenance, and repair.
11. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
12. This property is subject to the follow:
 - Terms, conditions, provisions, covenants and obligations contained in the Right of Way Easement by and between A.P. Henderson and Mountain States Telephone & Telegraph Co., recorded June 25, 1936 in Book 116 at Page 407, in which specific location is not shown.
 - Restrictions, but not limiting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain map/plat recorded November 1, 1995 in Book 679 at Page 888.
 - Any assessment or lien of Gypsum Fire Protection District, as disclosed by instrument recorded April 29, 1983 in Book 358 at Page 699.
 - Any assessment or lien of Western Eagle County Metropolitan Recreation District, as disclosed by instrument recorded March 04, 2004 at Reception No. 095927.
 - Terms, conditions, provisions and obligations contained in the Town of Gypsum Ordinance No. 17, Series 2019 recorded June 6, 2019 at Reception No. 201908428 and Assignment recorded June 6, 2019 at Reception No. 201808431 and re-assignment recorded December 5, 2019 at Reception No. 201920776 and First Amendment recorded December 5, 2019 at Reception No. 201920777.
 - Terms, conditions, provisions and obligations contained in the Consent to Cease Irrigation recorded June 6, 2019 at Reception No. 201908429 and December 5, 2019 at Reception No. 201920776.
 - Terms, conditions, provisions and obligations contained in the Town of Gypsum Ordinance No. 3, Series 2019 recorded June 6, 2019 at Reception No. 201908430 and re-recorded October 17, 2019 at Reception No. 201917582.
 - Terms, conditions, provisions and obligations contained in the Agreement for Bluff Crossing recorded April 22, 2020 at Reception No. 202005772.
 - Terms, conditions, provisions and obligations contained in the Subdivision Improvement Agreement recorded May 20, 2020 at Reception No. 202007561.
 - Covenants, conditions, restrictions, notes, easements, reservations and rights of ways as shown on the Plat of Green's Landing recorded May 20, 2020 at Reception No. 202007559.
 - Terms, conditions, provisions and obligations contained in the Declaration of Covenants, Conditions and Restrictions for Green's Landing recorded May 20, 2020 at Reception No. 202007560 and First Amendment recorded August 13, 2020 at Reception No. 202012327.
 - Terms, conditions, provisions and obligations contained in the Holy Cross Energy Underground Right-of-Way Easement recorded June 17, 2020 at Reception No. 202009096.
 - Terms, conditions, provisions and obligations contained in the Trench, Conduit and Vault Agreement recorded June 22, 2020 at Reception No. 202008428.
 - Terms, conditions, provisions and obligations contained in the Trench, Conduit and Vault Agreement recorded June 22, 2020 at Reception No. 202008430.
 - Terms, conditions, provisions and obligations contained in the Town of Gypsum Resolution No.12 (Series 2021) recorded March 10, 2021 at Reception No. 202105591.
 - Terms, conditions, provisions and obligations contained in the Accessory Dwelling Unit Deed Restriction recorded November 23, 2022 at Reception No. 202218222.

CERTIFICATION OF DEDICATION AND OWNERSHIP

Know all men by these presents that Green's Landing, LLC, a Colorado Limited Liability Company, being sole owner in fee simple, mortgagee or lender of all that real property situated in Town of Gypsum, Eagle County, Colorado, described as follows:

Lot 3, Green's Landing,
according to the plat recorded May 20, 2020
in Reception No. 202007559
Eagle County, Colorado
containing 3.284 acres, more or less:

and has caused the same to be surveyed, laid out, subdivided, and designated as Amended Final Plat, Green's Landing, A Resubdivision of Lot 1 and Lot 3 Green's Landing, containing 7.415 acres, in the Town of Gypsum, and has caused this plat to be made, filed, and further declared:

1. Permanent easements are hereby dedicated in all streets, roads, and alleys ("streets") identified on this plat as follows: (1) an easement to be held by the Town of Gypsum for the use of the surface of such streets by the Town for municipal purposes and during emergency circumstances and for access by emergency service agencies and providers, including but not limited to access by state and local police, fire, rescue, and medical service providers; and (2) a subsurface easement to be held by the Town of Gypsum for the benefit of the Town of Gypsum and for the benefit of public utility service providers (including but not limited to gas, electric, sewer, water and telecommunications) for the purpose of access to and construction, installation, maintenance and repair of public utilities and utility improvements, together with an associated surface access and use easement for such purposes. Subject to the foregoing dedicated easements, all streets identified on this plat are hereby dedicated in fee simple ownership to the Green's Landing Homeowners Association or its successor in interest for the private use of the property owners and residents of the Green's Landing who shall be responsible for the operation and maintenance thereof, including surface and drainage maintenance and snowplowing in compliance with the standards of the Town of Gypsum for equivalent public streets located within the Town.

WAIVER
In consideration of the approval of this subdivision plat, the owner and lender hereby waive any and all claims of damages against Town of Gypsum occasioned by the alteration of land surfaces to conform to this subdivision plat.

In witness thereof, this instrument is executed this ____ day of ____.

Owner: Green's Landing LLC Manager - Scott Green

Address: P.O. Box 1182
GYPSUM, CO 81637

State of Colorado }
County of Eagle } SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of ____.

____ A.D. 20____ by ____

My commission expires: ____

Witness my hand and seal:

Notary Public

CERTIFICATE OF TAKES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of ____ upon all parcels of real estate described on this plat are paid in full.

Dated this ____ day of ____ A.D. 20____

Treasurer of Eagle County

APPROVAL TO RECORD

Having ascertained that the conditions of approval have been satisfactorily completed on this ____ day of ____ 20____, the Town Council approves this plat for recording by the County Clerk and Recorder.

By: ____

Mayor

SURVEYOR'S CERTIFICATE

I, Randall P. Kipp do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, that this subdivision plat is true, correct and complete Amended Final Plat, Green's Landing, A Resubdivision of Lot 1 and Lot 3 Green's Landing as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights of way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that such plat has been prepared in accordance with applicable standards of practice, and that such plat is not a warranty or warranty, either expressed or implied.

Randall P. Kipp
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38079

CLERK AND RECORDER'S CERTIFICATE

This Plat was filed for record in the office of the Eagle County Clerk and Recorder on ____ o'clock ____ M., on this ____ day of ____ 20____, and is duly recorded at Reception No. ____.

Eagle County Clerk and Recorder

Deputy

AMENDED FINAL PLAT GREEN'S LANDING A RESUBDIVISION OF LOT 1 AND LOT 3 GREEN'S LANDING Town of Gypsum, County of Eagle, State of Colorado	
JOB NO.: 18144	DATE: 03-18-2024
SHEET 1 OF 2	
DWG NAME: 18144--GREEN'S LANDING AFP	

KIPP LAND SURVEYING

RANDY KIPP P.L.S.
P.O. Box 3154
Eagle, CO 81631

(970) 390-9540
email: randy@kiplandsurveying.com

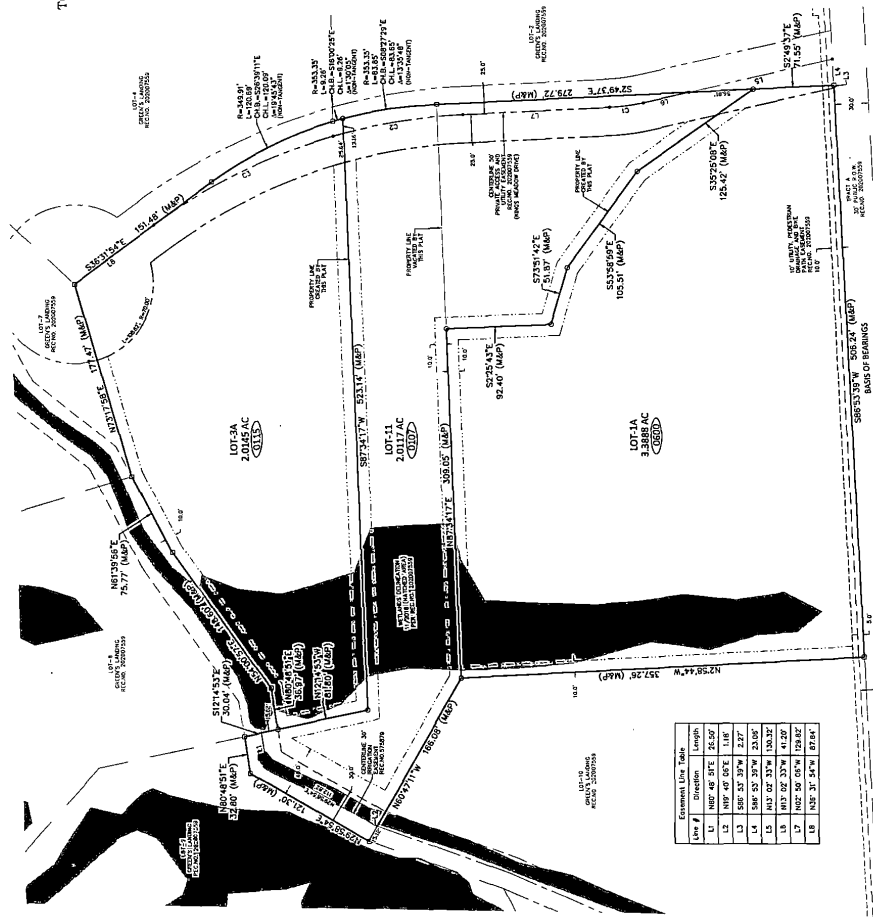
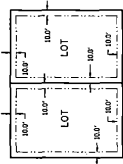
web: kiplandsurveying.com

AMENDED FINAL PLAT
GREEN'S LANDING
A RESUBDIVISION OF LOT 1 AND LOT 3 GREEN'S LANDING
TOWN OF GYPSUM, COUNTY OF EAGLE, STATE OF COLORADO

LAND USE SUMMARY		STREET ADDRESS	USE
LOT	ACREAGE		
LOT 1A	3.3988 ACRES	6560 COTTONWOOD PASS ROAD	RURAL RESIDENTIAL
LOT 3A	2.0145 ACRES	0115 KINGS MEADOW DRIVE	RURAL RESIDENTIAL
LOT 11	2.0117 ACRES	0107 KINGS MEADOW DRIVE	RURAL RESIDENTIAL
TOTAL	7.4150 ACRES		

[illegible]

TYPICAL LOT UTILITY AND
DRAINAGE EASEMENT - 10' ALONG
ALL SIDE, REAR AND FRONT LOT
LINES, EXCEPT AS OTHERWISE
NOTED OR SHOWN HEREON



Line #	Direction	Length
L1	N80° 48' 51"E	26.50'
L2	N19° 40' 06"E	1.18'
L3	S86° 53' 39"W	2.27'
L4	S98° 53' 39"W	23.06'
L5	N13° 02' 33"W	130.32'
L6	N13° 02' 33"W	41.20'
L7	N02° 50' 06"W	129.02'
L8	N39° 31' 54"W	87.04'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	30.04'	168.61'	010°12'27"	S07°56'19"E	30.00'
C2	116.39'	500.61'	013°19'14"	N09°29'43"W	116.12'
C3	178.03'	500.61'	020°22'34"	N28°20'37"W	177.08'

COTTONWOOD PASS ROAD
COUNTY ROAD 307
VARIABLE RIGHT OF WAY
BOOK 91 PAGE 37 TRACT 50 -
EUGENE E. TRAUGHTER III
SECTION NO. 200705976

AMENDED FINAL PLAN GREEN'S LANDING A REDEVELOPMENT OF LOT 1 AND LOT 3 GREEN'S LANDING Town of Gypsum, County of Eagle, State of Colorado		KIPP LAND SURVEYING RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: kipp@kippandsurveying.com web: kippandsurveying.com	
JOB NO.: 18144	DATE: 03-18-2024	DWG. NAME: 18144- GREEN'S LANDING AFP	
SHEET 2 OF 2			

EXHIBIT B

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

202409135

**THE FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT
GREEN SUBDIVISION**

This First Amendment to Subdivision Improvement Agreement ("First Amendment") is entered into this 14th day of May, 2024, by and between the TOWN OF GYPSUM, Colorado ("Gypsum" or "Town") a home rule municipal corporation organized pursuant to Article XX of the Colorado Constitution and Gypsum's Home Rule Charter effective October 21, 1982, and CAPPIE A. GREEN and SCOTT A. GREEN, individuals (the "Greens") and GREENS LANDING, LLC, a Colorado limited liability company ("Greens Landing"; and together with the Greens, the "Developers"). Gypsum and Developer are collectively referred to as "Parties," or occasionally in the singular as "Party."

WHEREAS, Developer and the Town previously entered into that Subdivision Improvement Agreement ("SIA") dated January 28, 2020 and recorded May 20, 2020 at Reception No. 20207561 with the Eagle County Clerk and Recorder; and

WHEREAS, the Greens are the owners of the following real property located within the Greens Landing Subdivision: Lot 1, Green's Landing; also known as 600 Cottonwood Pass Road, Gypsum, CO 81637 ("Lot 1"); and

WHEREAS, Green's Landing is the owner of the following real property located within the Greens Landing Subdivision: Lot 3, Green's Landing; also known as 115 Kings Meadow Dr., Gypsum, CO 81637 ("Lot 3"; and together with Lot 1, the "Property");

WHEREAS, Developers have submitted an application ("Application") for a major plat amendment to subdivide Lots 1 and 3 to create one additional lot; and

WHEREAS, the creation of an additional developable lot results in the need for additional water and sewer tap fees, and impact fees; and

WHEREAS, the Parties desire to amend the SIA with respect to the Property only to address additional impacts created by the Application.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. **Fees.** Developer shall pay the following fees to offset the impacts of the additional residential lot created by the Application, which shall supersede the fees set forth in Section 20, 22 and 23 of the SIA for the Property:

- a. Land for Public Purpose In-Lieu Fees in the amount of \$1735.68, due prior to recording of the final plat amendment;
- b. Fire District Impact Fees in the amount of \$2,802.00, due prior to recording of the final plat amendment;
- c. School District Impact Fees in the amount of \$1,827.26, due prior to recording of the final plat amendment;
- d. Annexation Sewer Fees in the amount of \$700 per EQR, due prior to recording of the final plat amendment;
- e. Law enforcement impact fees in the amount of \$250 shall be due prior to recording the final plat;
- f. Traffic impact fees in the amount of \$2,275 shall be due prior to recording the final plat;
- g. Annexation recreation impact fees in the amount of \$1,000 shall be due prior to recording the final plat;
- h. Water Tap Fees in the total amount of \$8,000 per EQR, with \$2,400 due prior to recording of the final plat amendment and the remaining balance due, at the then applicable rate, shall be due prior to issuance of a building permit for the Property; and
- i. Sewer Tap Fees in the total amount of \$12,000 per EQR, with \$3,600 due prior to recording of the final plat amendment and the remaining balance due, at the then applicable rate, shall be due at building permit.

2. **Amendment of Paragraph 16C.** Paragraph 16C of the SIA is amended and replaced to read as follows:

(a) (a) **Water Rights Dedication.** Pursuant to Gypsum's Municipal Code, Owner shall be required to comply with the basic water rights dedication requirements, and shall either dedicate an amount of water equal to the basic dedication requirement for the demands to be serviced or pay Gypsum a water right dedication fee equal to the rate structure which is in effect at the time that water right dedication fees are due under the Gypsum Municipal Code. The number of EQR rated for the development is 11.0 EQR based on eleven single family homes not exceeding four bedrooms and 3,000 square feet of living space each with each lot having an accessory dwelling unit. Assuming Owner provides a raw water irrigation system described in paragraph 17, below, the number of EQR for which water right dedication shall be due is reduced to 5.5 EQR, having a basic dedication requirement of 5.5 acre feet of transferred consumptive use water. Gypsum and Developer agree that the basic dedication requirement for the 5.5

EQR is deemed satisfied by the water identified below, which is a part of the water being conveyed to the Town pursuant to paragraph 16(a), above:

McBrayer Ditch Pr. No.	Amount in c.f.s
22	0.0378
22EX	0.067

To the extent the demands of the development exceed said 5.5 EQR or if the raw water supply is not implemented, then additional water right dedication compliance shall be made by Owner at the then applicable rates set forth in the Code. Notwithstanding the requirement for satisfaction of water right dedication for demands that exceed 5.5 EQR, the parties agree that an additional 0.75 EQR of demand shall be allowed without further water right dedication satisfaction (for a total of 6.25 EQR being deemed satisfied); this additional 0.75 EQR shall be allocated to the Owner to distribute or use within the Property at the Owner's discretion. The parties agree further that by the terms of this Agreement, each of the eleven lots within the proposed sketch plan shall be deemed to have complied with the water right dedication requirement to the extent of 0.5EQR per lot. In the event uses on any lot exceed 0.5 EQR and are not included in the additional 0.75 EQR, further water right dedication compliance shall be required at then applicable rates in accordance with the Town Code. Gypsum shall also proportionately reduce the water delivered for the residential use in anticipation that the raw water irrigation system is implemented and Owner comply with the water right dedication provisions of the Town Code.

3. **Effect.** The Amendment shall amend the SIA only with respect to the Property. Except to the extent expressly modified herein, the SIA shall remain in full force and effect.

4. **Covenants Running with the Land.** All provisions contained in this First Amendment touch and concern the property, constitute covenants running with the land, shall be binding upon the Developer and their successors and assigns forever.

5. **Successors and Assigns.** The SIA and this First Amendment shall be binding upon and shall benefit future Developers of the Property.

6. **Miscellaneous.** In the event any conflict between the SIA and this First Amendment, this First Amendment shall control. The SIA as amended by the First Amendment, shall constitute the complete and entire agreement among the parties with respect to the Property.

[Signature Pages Follow]

EXHIBIT C
COVENANT TO CEASE IRRIGATION

202409135

COVENANT TO CEASE IRRIGATION

THIS COVENANT is made and declared this 14 day of May, 2024 by GREEN'S LANDING, LLC, whose address is 600 Cottonwood Pass Rd., Gypsum, CO 81637, ("Declarant").

Recitals

A. Declarant is assignee of certain development agreements including, but not limited to, the Annexation Agreement recorded as Reception No. 201908428 which the Town of Gypsum, Colorado and Declarant wish to amend;

B. Declarant entered into a Covenant to Cease Irrigation recorded as Reception No. 201908429, Eagle County records ("the Covenant") to effectuate the Annexation Agreement and a Raw Water Leaseback Agreement entered into between the Town of Gypsum and Declarant;

C. To effectuate the amendment of development agreements between the Town of Gypsum and Declarant, Declarant and the Town of Gypsum wish to vacate the Covenant and replace the Covenant with this document, which shall be referenced as the "Replacement Covenant;"

D. Declarants seek approval for a eleven lot residential development after the property is annexed into the Town. As a condition of such annexation, the Town is requiring the dedication of all rights which Declarants own in the McBrayer Ditch water rights to the Town ("Dedicated Water Rights").

E. The Town is agreeing to lease back to Declarants certain interests in the Dedicated Water Rights for the irrigation of a portion of the historically irrigated lands on the Property pursuant to the terms of a (First Amended) Raw Water Leaseback Agreement attached as Exhibit D to the executed (First Amendment to) Annexation Agreement between Declarants and the Town.

F. The Town and Declarants have agreed on the form of this Covenant which requires Declarants to cease irrigation of seven (7) acres of land historically irrigated by the Dedicated Water Rights, all as more particularly described in the Raw Water Leaseback Agreement and this Covenant.

NOW THEREFORE, Declarant declares as follows:

Covenant

1. Incorporation of Recitals. The above recitals are fully incorporated into this Covenant by this reference.

2. Conveyance of Dedicated Water Rights. Simultaneously with execution of this Covenant, Declarants shall execute a Special Warranty Deed conveying to the Town the following water rights:

Any and all water rights, water resources and water entitlements which are appurtenant to, used upon or benefitting, in any way, the Property, including but not limited to:

- A. 0.342 c.f.s. of the McBrayer Ditch Priority No. 22 water right, originally decreed for 2.3 c.f.s. in Civil Action No. 294, Eagle County District Court, (later reduced to 1.8 c.f.s.) with an appropriation date of June 1, 1884, and an adjudication date of December 17, 1889; and
- B. 0.596 c.f.s. of the McBrayer Ditch Priority No. 22EX water right, originally decreed for 3.14 c.f.s. in Civil Action No. 294 (Supplemental Decree), Eagle County District Court, with an appropriation date of December 31, 1914, and an adjudication date of June 7, 1915.

EXCEPTING THEREFROM that certain Colorado Division of Water Resources Well Permit No. 196545 and the associated groundwater, well infrastructure, and appurtenances.

3. Dry-Up. The Town and Declarants agree that the Dedicated Water Rights have been used to irrigate as many as thirty (30) acres on the Property, although some of those lands may have been sub-irrigated or are wetlands created by the historical irrigation practices. The Town and the Declarants have agreed that the lands identified on **Attachment A** to this Covenant constitute and identify the historically irrigated lands by the Dedicated Water Rights ("Historically Irrigated Acreage"). Declarants have delineated wetlands on the Property as shown and identified in **Attachment B** ("Wetlands") located on the Property. Declarants agree that seven (7) acres of land historically irrigated by the Dedicated Water Rights will be identified in areas within the Historically Irrigated Acreage but outside of the areas identified as Wetlands in Attachment B, and not lands which received sub-irrigation, as area to be dried up and no longer irrigated by the Dedicated Water Rights. The seven (7) acres shall be identified on a map reasonably acceptable to the Town and affixed to the Covenant as **Attachment C**. For a period of three (3) years after the date of the final Annexation of the Property, Declarants shall have the right to substitute and replace lands identified for dry-up with other lands located within the Historically Irrigated Acreage but outside of those areas identified as Wetlands in Attachment B. Any such substituted lands shall be identified on a map reasonably acceptable to the Town and shall, after the Town consents to such substitution (which consent shall not be unreasonably withheld), affixed to this Covenant as the area of dry-up and labelled a replacement **Attachment C**. In the event that the Town reasonably determines that the Declarants' inability to finalize the precise dry up description has become an impediment to finalizing a change of water right for the Dedicated Water Rights, then upon notice thereof from the Town to the Declarants, which notice shall not be prior to three (3) years after the date of the final Annexation of the Property, the Declarants shall then have one (1) month to finalize the dry up area and provide a map for the Town's reasonable approval to be affixed to the Covenant as **Attachment C**. In the event the Declarants do not timely finalize the dry up area and provide such map, the Town shall have the right to use the then existing

Attachment C as the final dry up area, without further action or approval by Declarant. Moreover, to the extent Declarant's continued irrigation of historically irrigated lands on the Property reduces the historical consumptive use credit that the Town can obtain on the seven (7) acres of dry up, Declarant shall at the Town's request reduce the remaining irrigated lands as needed to address that issue, but in no event shall Declarant be required to reduce the irrigated lands to less than eighteen (18) acres.

4. Right to Irrigate With Other Water Rights. Declarants may re-irrigate any lands identified as lands constituting the seven (7) acres of dry-up with water rights other than the Dedicated Water Rights. In addition, Declarants may re-irrigate any lands identified as lands constituting the seven (7) acres of dry-up with that portion of the Dedicated Water Rights which are being leased back to Declarants pursuant to the Raw Water Leaseback, provided that declarant shall maintains at least seven (7) acres of dry-up acceptable to the Town. More specifically, in the event Declarants elect to re-irrigate any portion of the seven (7) acres to be dried up with water being leased back from the Town, Declarants agree to fully cooperate, for no additional consideration, to monument, document and enter into such agreements as may be required to satisfy the Town and State of Colorado that the Dedicated Water Rights not being leased back to Declarants are no longer being used to irrigate seven (7) acres of Historically Irrigated Acreage outside of those areas identified as Wetlands in the Wetland Determination.

5. The Covenant Vacated and Replaced. Declarant and the Town of Gypsum hereby vacate the Covenants recorded as Reception No. 201908429 and No. 201920779, Eagle County records and replace the Covenant with this Replacement Covenant, which shall be recorded.

6. Covenant Running with the Land. The covenants, agreements, promises, and duties set forth in this Covenant shall be construed as covenants and not as conditions. All such covenants shall run with and burden the Property as equitable servitudes and shall be enforceable against the owners of land burdened by this Covenant, in perpetuity and to the fullest extent possible under the law.

7. Recording. Either Declarant or the District may record this Covenant in the real property records of the Eagle County Clerk and Recorder.

8. Captions. The captions in this Covenant are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of the Covenant.

9. Authorization. By executing this Covenant, Declarant acknowledges and represents that all procedures necessary to covenant have been performed and that the person signing has been duly authorized to do so and to bind Declarant to the subject terms and conditions.

IN WITNESS WHEREOF, Declarant has caused this Covenant to Cease Irrigation to be executed. Correspondingly the Town of Gypsum, Colorado hereby consents to and acknowledges this Replacement Covenant effective on the date of its execution below.

DECLARANT:

GREEN'S LANDING, LLC


CAPPIE A. GREEN


SCOTT A. GREEN

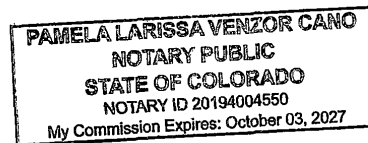
STATE OF COLORADO)
COUNTY OF Eagle) ss.

The foregoing Covenant was subscribed and sworn to before me this 29 day of July 2024, by GREEN'S LANDING, LLC by its Members Cappie A. Green and Scott A. Green.

WITNESS my hand and official seal.

My commission expires: 10/03/2027


Notary Public



Attachment A – Historically Irrigated Area

202409135

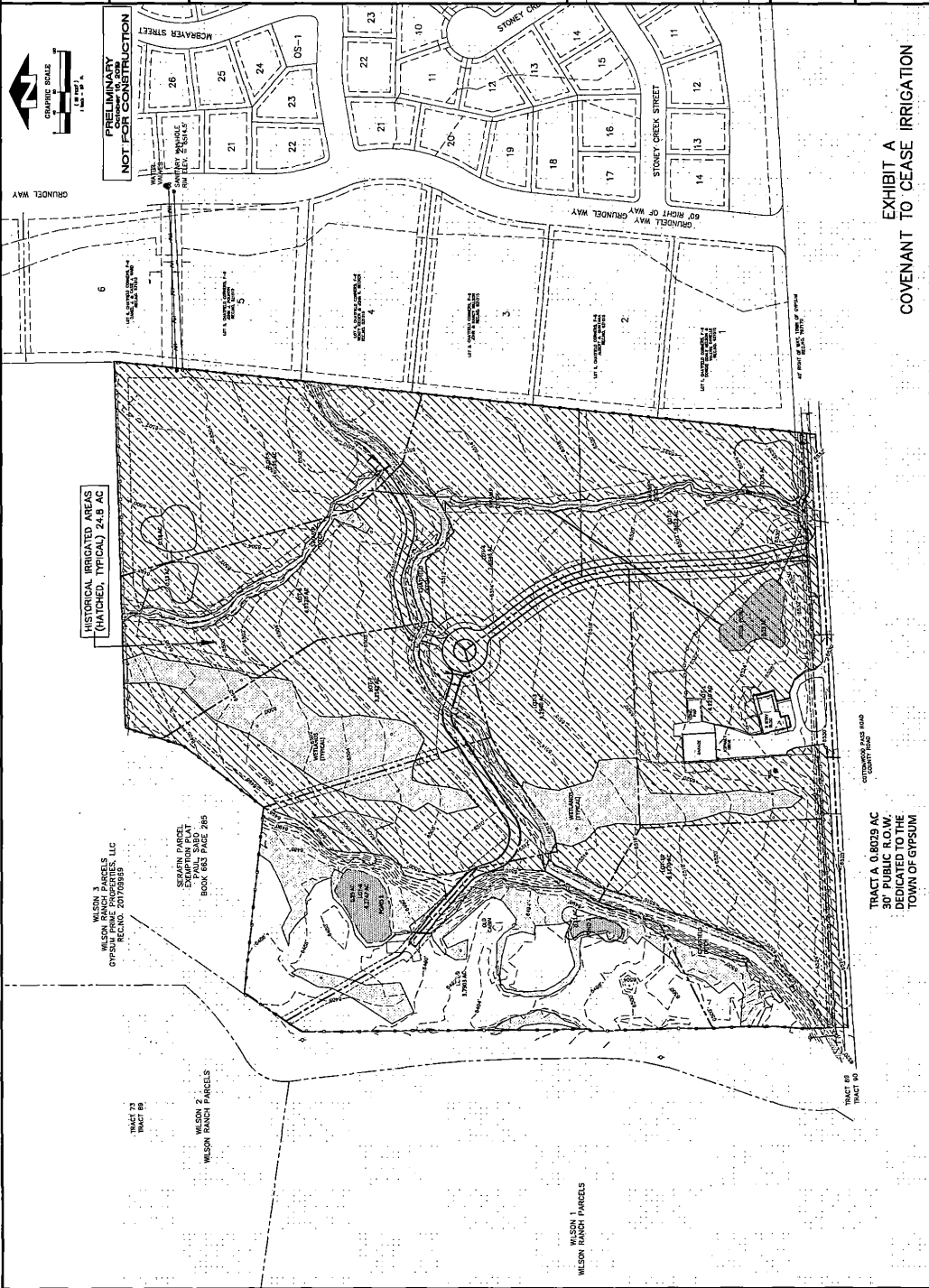
EXHIBIT A
COVENANT TO CEASE IRRIGATION

DESIGNED: MCM	NO.	DATE	REVISIONS	BY
DRAWN: RIT, MCM				
CHECKED: MCM				
JOB NO.				
DATE 04/20/2019				

GREEN PROPERTY
GYPSUM, CO



ALPINE
ENGINEERING INC.
3455 HWY 8 / UNIT. A8 / PO BOX 87
EDMONTON CO T6C 0B2 / 781.828.2273
WWW.ALPIENGINEERING.COM



202409135

Attachment B – Wetland Map

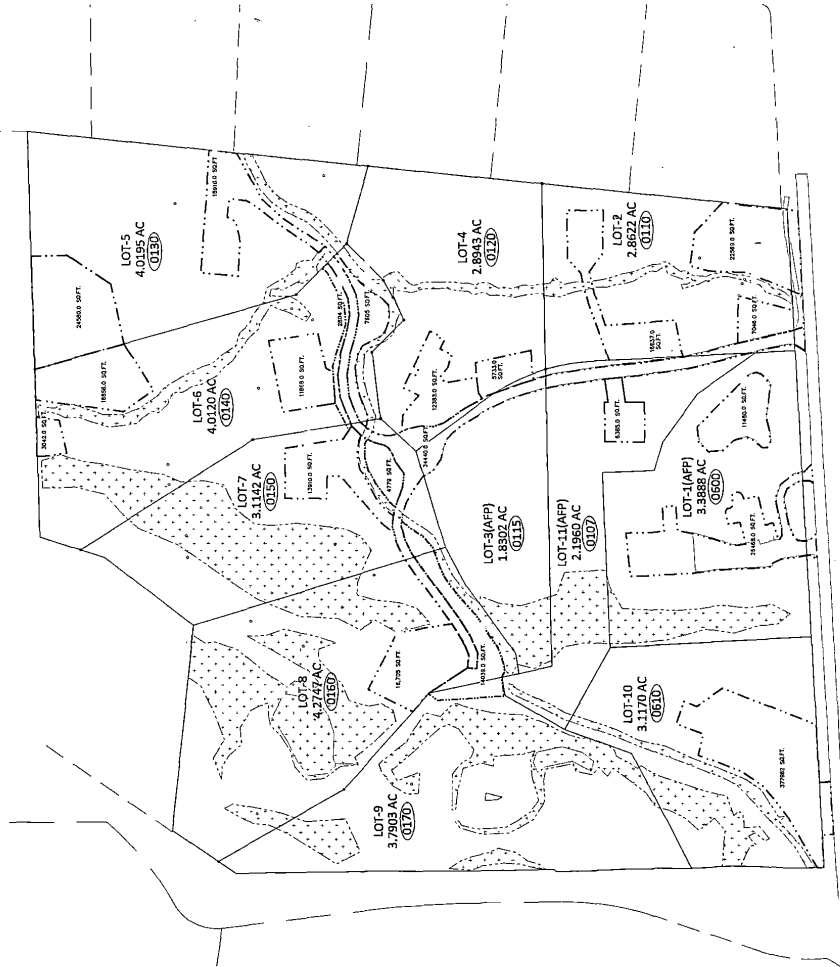
202409135

Attachment C -- Dry up Area Revised May 2, 2024

202409135

202409135

DRY UP PLAN
GREEN'S LANDING
TOWN OF GYPSUM
COUNTY OF EAGLE, STATE OF COLORADO



LEGEND

- QUARTER SECTION BOUNDARY LINE
- SURVEY BOUNDARY LINE
- CORNER OF DRY UP AREA BOUNDARY
- DRY UP AREA BOUNDARY
- DRY UP AREA AND EXISTING

DRY UP PLAN GREEN'S LANDING Town of Gypsum, County of Eagle, State of Colorado		KIPP LAND SURVEYING	
ACB NO.: 18144	DATE: 05-02-2024	RANDY KIPP P.L.L.C. P.O. Box 3154 Gypsum, CO 81607 (970) 390-9510 email: randy@kippandsurveying.com web: kippandsurveying.com	
SHEET 1 OF 1		18144-GREEN'S LANDING.DWG	

304,247 SQ. FT. = 7.02 ACRES (NET OF RESERVE)
304,247 SQ. FT. = 7.02 ACRES (GROSS)
313,528 SQ. FT. = 7.19 ACRES (NET OF RESERVE)