

ORDINANCE NO. 346

AN ORDINANCE OF THE TOWN OF SILVER PLUME BOARD OF TRUSTEES APPROVING AN AGREEMENT CONCERNING PROPERTY LOCATED AT 1020 MOUNTAIN STREET IN THE TOWN OF SILVER PLUME AND RELATED USE OF TOWN ROADS AND UTILITY LINES

WHEREAS, the Town of Silver Plume, Colorado (the "Town") is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the constitution and laws of the State of Colorado; and

WHEREAS, Richard Mitchell is the current owner of property located at 1020 Mountain Street in the Town of Silver Plume ("Subject Property"); and

WHEREAS, there are encroachments on a Town road by the Subject Property and the Board of Trustees has determined that it is in the best interests of the Town to grant an easement for the encroachment across the Town road; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Town to approve of and ratify an Agreement with the owner of the Subject Property relating to the encroachments and related use of Town Roads and utility lines contained in the attached Agreement; and

WHEREAS, The Board of Trustees has determined that the property upon which the easement is granted is not needed for government purposes; and

WHEREAS, under C.R.S. §31-15-713, the Town may convey an interest in Town property pursuant to Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILVER PLUME, THAT:

Section 1. **Agreement.** The Board of Trustees hereby approves of and ratifies the Agreement dated April 5, 2021 attached hereto as **Exhibit A**.

Section 2. **Severability.** If any section, sentence, clause, phrase, word, or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words, or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 3. **Savings Clause.** Except as amended hereby, the Land Use Code of the Town of Silver Plume shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Board of Trustees that is specifically in conflict with this Ordinance is hereby repealed as of the enforcement date hereof.

**INTRODUCED FOR FIRST READING BEFORE THE BOARD OF TRUSTEES THIS
12th DAY OF APRIL, 2021**

**APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES UPON SECOND AND
FINAL READING AND PUBLIC HEARING THIS _____ DAY OF _____, 2021**

TOWN OF SILVER PLUME, COLORADO

By _____
Sam McCloskey, Mayor

ATTEST:

Tammy Sanford, Town Clerk

AGREEMENT

Parties: Town of Silver Plume, Colorado (the "Town"), and
D. R. Mitchell (the "Owner").

Date: April 5, 2021 *PM*

Subject Property: Lots 1 and 2, Block 8, Town of Silver Plume,
being part of the NW ¼ of Section 19, T4S, R74W of the 6th PM,
County of Clear Creek, State of Colorado.

Recitals: Reference is made to the Land Survey Plat of the Subject Property, attached hereto as Exhibit A, which shows encroachments of public roads and utility line(s) on the Subject Property and of the Subject Property on public roads. Owner owns the Subject Property and desires to build a house adjacent to an existing garage which also encroaches on a public road. In connection with the construction, the parties desire to resolve the encroachments and related problems which may arise in connection with anticipated sewer work in the future. The parties also desire to document an unwritten agreement regarding payment of required tap fees.

Agreement: For and in consideration of the following mutual covenants and other good and valuable consideration, the Parties hereby agree as follows:

1. Town waives any right to object to the continued existence of the existing garage where it is presently located despite its encroachment on a public right of way and its failure to conform to zoning setback requirements.
2. Owner waives any right to object to the continued existence of the Charles Street and Paul Street "roads as traveled" despite their encroachment on the Subject Property.
3. Owner waives any right to object to the continued existence and the possible future replacement of existing water and sewer lines to the extent they presently encroach on the Subject Property.
4. Town may, but is not required to, relocate the roads as traveled and/or the water or sewer lines so as to reduce or eliminate the amount by which they encroach on the Subject Property. Moreover, Owner shall not object to anticipated construction of a new sewer line anywhere under the roads as traveled.
5. The parties agree that any previous water and sewer taps for the subject Property have been abandoned and that new taps must be purchased before water and sewer service is provided to the Subject Property and before a Certificate of Occupancy is issued for the new house being built on the Subject Property. Owner agrees to pay the water and sewer tap fees in full by no later than May 15, 2015.

6. If a building permit for the house has not yet been issued, such issuance shall no longer be delayed on account of the encroachments and payments which are the subject of this Agreement. However, if the tap fees have not been paid by May 15, 2015, the Town may "red tag" the project and halt all further construction until the fees have been paid. Moreover, any late payment of the fees shall incur interest at the rate of 1% per day that passes after the due date and before payment is made.

7. This Agreement shall run with the land and be binding upon and inure to the benefit of each of the parties, its successors and assigns.

8. This Agreement, including Exhibit A, shall be recorded in the Clear Creek County land records at Owner's expense. Satisfactory proof thereof shall be provided to the Town before a Certificate of Occupancy is issued.

TOWN OF SILVER PLUME

By:

Mayor

SAM McCloskey

Attest:

Tammy A. Sanford
Town Clerk

OWNER:

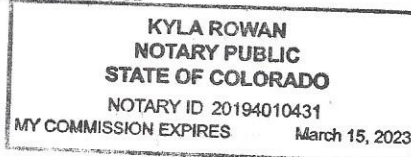
D. R. Mitchell

STATE OF COLORADO
COUNTY OF CLEAR CREEK

The forgoing instrument was acknowledged before me this 5th day of April,
2021 ~~2015~~ by Donald Mitchell as owner and Tammy A. Sanford as
Clerk of the Town of Silver Plume, a Colorado municipal corporation.

[Signature]
Notary Public

Notary ID 20194010431
Serial Number

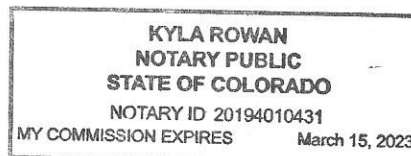


STATE OF COLORADO
COUNTY OF CLEAR CREEK

The forgoing instrument was acknowledged before me this 5th day of April,
2021 ~~2015~~ by D. R. Mitchell.

[Signature]
Notary Public

Notary ID 20194010431
Serial Number

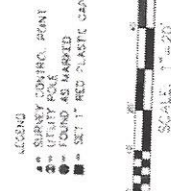


LOT 1 & 2, BLOCK 8, TOWN OF SILVERPLUME
PART OF THE NW 1/4, SEC 19, T4S, R74W OF THE 6TH P.M.
COUNTY OF CLEAR CREEK, STATE OF COLORADO

LOTS 1 & 2, BLOCK B, TOWN OF SILVER LAKE BEING PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 74 WEST OF THE 6TH P.M., COUNTY OF CLEAR CREEK, STATE OF COLORADO, CONTAINING 0.18 ACRES (79,000 S.F.) MORE OR LESS.

FURTHER SURVEYS DO NOT PERFORM A FORMAL THE SEARCH ON
FURTHER PROPERTY COMPANIES AND EASMENTS OF RECORD THIS
LAND SURVEY PLAT. REASON INFORMATION AVAILABLE AT THE COUNTY
CLERK'S OFFICE.
BASE OF BEARING TO THE EASTERN LINE OF LOT 4 BLOCK 8A, TOWNSHIP
SARAPINE BLANK N 43°30'00" E (ASSEMBLED WITH "ROUND MONUMENTS" A
1/4 SECTION.
THE DESCRIPTIONS OF THIS PLAT WERE PREPARED BY ROBERT J.
HRODIN, REGISTERED SURVEYOR AND THE FIRM E. HRODIN, SURVEYORS, INC.,
514 E. EVERGREEN ST., NORTWRIGHT, MO. 64444. JOB#081847
DATE OF FIELD WORK - NOVEMBER 20, 1984.
ANY PERSON WHO KNOWLEDGE, REMOVAL, ALTERS OR REMOVES ANY PLANT
AND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR NECESSARY
COMMENTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE
NOTICE: CONSULTING TO GEORGE AND YOU MUST CHARGE ANY LEGAL
ACTION BASED UPON ANY DEFECTS THIS SURVEY WITHIN THREE YEARS
AFTER YOU FIRST ENCOUNTER SUCH DEFECTS. NO EVENT MAY ANY ACTION
BASED UPON ANY DEFECT IN THIS SURVEY BE COMPLETED MORE THAN 3
YEARS FROM THE DATE OF THE CERTIFICATION SIGNING HEREON.
DEFINITIONS: PLANT ARE AS PREVIOUSLY DEFINED OR SUPPLEMENTED
DISTANCES TO PLANT SURVEY PLAT ARE EXPRESSED IN U.S. SURVEY
FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS
EXACTLY 1200/3914 METERS.
SUBJECT: GARAGE UNDERLAYS TO THE RIGHT-OF-WAY AS SHOWN THE
GARAGE APPEARS TO BE AT LEAST 30 YEARS OLD.

ROBERT L. FERDOLD, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT WAS PREPARED BY ME OR DIRECTLY UNDER MY SUPERVISION, RESPONSIBILITY AND CHECK, AND IS ACCORDANCE WITH THE STANDARDS AS DESCRIBED IN 38-51-102 COLORADO REVISED STATUTES, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



* Attached to original BOT Minutes 8-14-17 J