

**CITY OF LEADVILLE, COLORADO**  
**Resolution No. 19**  
**Series of 2021**

**A RESOLUTION CONDITIONALLY APPROVING THE RAILYARD  
LEADVILLE, FILING NO. 1 AMENDMENT NO. 1, MINOR SUBDIVISION  
PLAT AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT  
WITH HIGH COUNTRY DEVELOPERS, LLC**

**WHEREAS**, the City of Leadville is authorized pursuant to Title 31, Article 23, C.R.S. and the City of Leadville Subdivision Regulations, codified at Chapter 16 of the Leadville Municipal Code, to regulate the subdivision of land; and

**WHEREAS**, High Country Developers, LLC, is the owner of certain property within the City of Leadville (the "Developer") and has submitted a minor plat application for approval by the City of Leadville for Developer's property consisting of 21.59 acres more or less, as more particularly described in the application (the "Property"); and

**WHEREAS**, the Railyard Leadville, Filing No. 1 Amendment No. 1, Minor Subdivision Plat ("Minor Subdivision Plat") application, proposes a two (2) lot subdivision of the Property and the creation of a public right-of-way; and

**WHEREAS**, the Leadville Planning and Zoning Commission and the City Council jointly considered the Minor Subdivision Plat during a duly noticed public hearing held and conducted on August 10, 2021, and following such hearing recommended conditional approval of the Minor Subdivision Plat to City Council; and

**WHEREAS**, the administrative record for this case includes, but is not limited to, the City of Leadville Subdivision Regulations, the Leadville Municipal Code, City of Leadville Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports for this application, including reports created by RG & Associates, any and all submittals by the Developer and members of the public, and the recordings and minutes of both the Planning and Zoning Commission and City Council meetings at which this application was considered; and

**WHEREAS**, the Developer has agreed to all conditions of approval as stated in this Resolution; and

**WHEREAS**, the City Council has determined that the Minor Subdivision Plat meets all applicable requirements of the City of Leadville Subdivision Regulations and advances the public health, safety, convenience and general welfare of the residents of the City, subject to the conditions of approval as hereinafter delineated; and

**WHEREAS**, Section 16.36.010 of the Leadville Municipal Code does not permit the approval of a subdivision application unless and until a subdivision improvement agreement executed by the City and developer is completed and presented to the City Council for review and consideration; and



**WHEREAS**, the Minor Subdivision Plat creates a public right-of-way to be dedicated to the City and two lots: Outlot B and Outlot C, Railyard Leadville, Filing No. 1 Amendment No. 1; and

**WHEREAS**, the public improvements to be constructed are a roadway and its related improvements, as shown on the Minor Subdivision Plat; and

**WHEREAS**, the City Council desires to approve a Subdivision Improvement Agreement for the public improvements associated this Minor Subdivision Plat substantially in the form attached hereto as **Exhibit 1** (the "SIA"); and

**WHEREAS**, the City Council finds that the SIA conforms to the requirements set forth in Section 16.36.10(B) of the Leadville Municipal Code; and

**WHEREAS**, the City Council desires to conditionally approve the Minor Subdivision Plat and approve the SIA in substantially the form attached hereto as **Exhibit 1**, to be signed by the Developer and the City at a future date once in final form.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado as follows:**

**Section 1.** The City Council hereby: (a) approves the SIA in substantially the form attached hereto as **Exhibit 1** for completion in conjunction with the Minor Subdivision Plat; (b) authorizes the City Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the SIA that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the SIA when in final form.

**Section 2.** The Minor Subdivision Plat designated as the Railyard Leadville, Filing No. 1 Amendment No. 1, is hereby approved subject to the following conditions:

1. The Developer shall resolve and correct any technical issues as directed by City staff and City consultants prior to submitting the Minor Plat in mylar form to the City;
2. The SIA, once in final form and including an Engineer's Cost Estimate and other exhibits in a form acceptable to the City's planning consultant and City Attorney, shall be executed by the City and Developer and recorded concurrently with the Minor Subdivision Plat in the real property records of Lake County, Colorado;
3. The outlot designation (Tract G) shall be split into two tracts, one tract for each outlot set forth in the Minor Subdivision Plat, instead of one tract covering the two outlots;
4. Corrected title work shall be provided to the City that provides a legal description consistent with the property description for Outlot B on the Minor Subdivision Plat; and



5. The Developer shall pay all fees and costs incurred by the City and its consultants in reviewing and processing the Minor Subdivision Plat application.

**Section 3.** Subject to and following the review and approval of the final Minor Subdivision Plat mylar by the City's planning consultant and City Attorney, the Mayor shall be authorized to sign the mylar following the date on which conditions one (1) through five (5) of Section 2 of this Resolution have been satisfied.

**Section 4.** Approval of the Minor Subdivision Plat shall be deemed effective upon signing by the Developer and Mayor in conformance herewith and recording of said Minor Subdivision Plat and associated SIA with the Lake County Clerk and Recorder's Office.

**Section 5.** **Effective Date.** This Resolution shall take effect upon its adoption by the City Council.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF AUGUST, 2021**  
by a vote of 7 in favor and 0 against, and 0 abstaining.

CITY OF LEADVILLE, COLORADO:

By:   
Greg Labbe, Mayor

ATTEST:

  
Diane Kiss, Deputy City Clerk



**EXHIBIT 1**  
**SUBDIVISION IMPROVEMENT AGREEMENT**

*[See attached document]*





**City of Leadville, Colorado**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**FOR RAILYARD LEADVILLE, FILING NO. 1 AMENDMENT NO. 1**

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the **CITY OF LEADVILLE**, a municipal corporation of the State of Colorado ("Leadville" or "City"), High Country Developers, LLC, a Colorado limited liability company (referred to herein as "Developer"). Leadville and Developer are collectively referred to as "Parties," or occasionally in the singular as "Party." This Agreement includes the attached Exhibits A-C.

**WITNESSETH:**

WHEREAS, Developer is the owner in fee simple of certain real property located within the City as more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, Developer desires to develop the Property and has submitted to Leadville for approval and execution a minor subdivision plat designated as Railyard Leadville, Filing No. 1, Amendment No. 1, a Minor Subdivision Plat for the Re-Subdivision of Outlot A, Railyard Leadville, Filing 1, a copy of which is on file with the City of Leadville and made a part hereof by this reference ("Minor Subdivision Plat"); and

WHEREAS, Leadville and Developer agree that the development of the Property as specified in the Minor Subdivision Plat will require increased municipal services from the City and will require the installation of certain public improvements; and

WHEREAS, Leadville is willing to approve and execute the Minor Subdivision Plat upon the agreement of Developer to the matters hereinafter described and subject to all applicable approval requirements and all the requirements, terms and conditions of the ordinances, rules, regulations and standards of Leadville including but not limited to: the Leadville Municipal Code (including zoning and subdivision regulations); the City's design standards and specifications for subdivisions; this Agreement; and all other governing regulations (collectively, the "Standards") in effect at the time the Construction Plans, as hereinafter defined, are approved by Leadville; and

WHEREAS, this Agreement is required by Section 16.36.010 of the Leadville Municipal Code, as a condition of the approval of the Minor Subdivision Plat; and

WHEREAS, Leadville and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by Leadville in consideration of its approval and execution of the Minor Subdivision Plat, and that such matters are necessary to protect, promote, and enhance the public welfare; and

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, and Leadville's approval and execution of the Minor Subdivision Plat, it is agreed as follows:

**Section I.      Obligation to Provide Improvements-Construction Plans-Engineer's Cost Estimate**

- A.      The Developer is obligated to provide for the construction and installation of certain public improvements to serve the Property as generally identified in **Exhibit B**, attached hereto, and hereinafter referred to as the "Public Improvements" in compliance with all requirements contained in the Standards and the Minor Subdivision Plat, as conditionally approved by the City, it being understood, however, that the Public Improvements to be constructed by Developer will be all

of those improvements described and shown in the Construction Plans, as that term is defined below.

- B. The Developer has submitted to the City for approval final construction and engineering plans and drawings ("Construction Plans" or "Plans") and engineer's cost estimate of Public Improvements ("ECE") suitable to identify the quantity and type of all Public Improvements and for the construction of all Public Improvements. The Plans shall be in a form approved by the City and shall comply with all applicable Standards. Developer shall submit and obtain Leadville's approval of the Construction Plans prior to construction of the Public Improvements. Said Construction Plans, incorporated herein by this reference, shall be prepared by a Colorado licensed engineer with experience in the design and engineering of such Public Improvements. The ECE is attached hereto as **Exhibit B**. The ECE shall be increased by a ten percent (10%) contingency for Public Improvements with a projected completion date of less than two years from the date of approval of the Minor Subdivision Plat and shall be increased by a twenty percent (20%) contingency for all other Public Improvements, in accordance with Section 16.36.010 of the Leadville Municipal Code. Upon the review and approval of the Construction Plans by the City Engineer or City's engineering consultant, the City shall provide written acknowledgement to Developer of such review and approval. No Public Improvements may be constructed prior to the City's review and approval of the Construction Plans.
- C. If any Improvements will be owned by entities other than the City (e.g., water or sewer systems), then Developer shall ensure that any construction plans for such Improvements are approved and any required inspections of those Improvements are completed by the applicable entity.
- D. Developer shall secure and comply with all necessary permits issued by the City and other governmental or quasi-governmental authorities having jurisdiction over the development of the Property. Developer shall not modify the Construction Plans or any of the Public Improvements without the prior written approval of Leadville. Leadville will communicate its approval or disapproval of any request for modification to Developer in writing within fifteen (15) business days after its receipt of Developer's request.
- E. Developer shall pay any applicable fees as required by the Leadville Municipal Code or the City's Fee Schedule, including any costs incurred by the City for the review of the Construction Plans by the City Engineer or City's engineering consultant.
- F. Developer warrants that it has acquired, at its own expense, good and sufficient rights-of-way and easements on all lands upon which the Public Improvements will be located and which rights-of-way are shown on the Minor Subdivision Plat.
- G. The Public Improvements may be constructed in specified phases only if Developer has obtained Leadville's prior approval of a phasing plan submitted by Developer ("Phasing Plan"). Leadville shall not approve a Phasing Plan unless it is assured that each phase of development shall be an integrated, self-contained project consisting of all Public Improvements necessary to serve the phased portion of the Property. Phasing shall be used to provide for construction of Public Improvements on a piecemeal basis. If approved by Leadville, a Phasing Plan

shall be incorporated herein as an exhibit to this Agreement in a writing signed by the Parties providing for such amendment hereto.

## **Section II. Construction of Improvements**

- A. **Notice.** *Developer shall provide notice to Leadville at least forty-eight (48) hours before commencing construction of the Public Improvements.* To the extent that any decisions become necessary during construction as to the quality or acceptability of the materials furnished, the work performed or the manner of performance of the work, Developer shall give Leadville three (3) business days' notice and the opportunity to make any such decisions.
- B. **Compliance with Standards.** The Public Improvements shall be constructed and installed in accordance with the Construction Plans and in accordance with applicable provisions of the Standards and all other applicable ordinances, resolutions and regulations, including but not limited to all building, fire, plumbing, and safety codes, in effect at the time of construction. If Leadville reasonably determines that construction or installation is not in compliance with the approved Construction Plans or applicable ordinances, rules and regulations, it shall notify Developer of the required corrections, which Developer shall make within ten (10) business days of receipt of such notification or, if the nature of the corrections is such that the same cannot be reasonably completed within ten (10) business days, then Developer shall undertake such corrections within ten (10) business days and shall diligently prosecute the same to completion. In the event the Developer fails to make or commence the required corrections within said ten (10) day period, Leadville may direct Developer to stop work until corrections are made to the satisfaction of Leadville.
- C. **Testing.** Developer shall, at its sole cost and expense, engage a Colorado licensed professional engineer to provide inspection and testing during the construction process. Copies of all such tests shall be provided to Leadville promptly upon request. Developer shall contact Leadville immediately upon the failure of any performance testing, and of any problems that arise which may prevent construction or installation of the Public Improvements in accordance with the approved Construction Plans.
- D. **Developer Failure to Conduct Testing.** At all times during said construction, and in accordance with this Agreement, Leadville shall have the right to require Developer to conduct testing and inspection, at Developer's expense. If Developer fails to do so within ten (10) business days of a notice from Leadville detailing the required test or inspection, or if Leadville reasonably believes that any required tests or inspections were either performed incorrectly or falsified, Leadville may conduct the same and charge the cost to Developer. No excavation, facility or improvement, including water and sewer service connections, shall be covered until inspected by or on behalf of Leadville, or the applicable service provider, or until such inspection is waived in writing. Construction shall not proceed beyond required inspections or testing unless approved by Leadville. No liability shall attach to Leadville by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement. Developer shall reimburse Leadville for all costs incurred by Leadville in the performance of the above services, including associated attorney fees, within thirty (30) days after receipt of the City's invoice for said services.

### **Section III. Completion of Improvements**

- A. Except where a shorter time period is prescribed, all Public Improvements and all matters herein agreed to be performed shall be installed, constructed, or performed by Developer within two (2) years from the date of Leadville's approval of the Minor Subdivision Plat. Extensions of time up to two additional one (1) year periods for completion of Public Improvements may be granted by Leadville in writing for good cause shown. "Good Cause" shall be determined by Leadville in its sole discretion; notwithstanding the foregoing, Good Cause may include: (a) force majeure events; (b) unreasonable delay in the receipt of approval, notice, inspection, testing or other required response from Leadville; and (c) any extension agreed upon in writing by Developer and Leadville. Any extension of time to complete the Public Improvements beyond the initial two (2) year period or any future increase in ECE to complete the Public Improvements shall require the Developer to submit an updated ECE to the City prior to the completion of the remaining Public Improvements, and Developer shall provide additional or replacement Escrow Funds, as hereinafter defined, in an amount equal to one hundred percent (100%) of the cost to construct the Public Improvements remaining to be completed, which cost estimate shall include a cost contingency of ten percent (10%), or twenty percent (20%) for any Public Improvements not constructed within two (2) years, of the total estimated costs to construct remaining Public Improvements.

### **Section IV. Ownership and Maintenance of Improvements**

- A. City-Owned Improvements. Public Improvements to be owned and maintained by Leadville shall be specifically identified in the ECE and shall become the sole property of Leadville, free and clear of all liens, encumbrances, and restrictions upon Final Acceptance by Leadville. Prior to and as a condition of Final Acceptance, Developer shall furnish to Leadville unconditional lien waivers that all claims and payments to be made in connection with construction of said Public Improvements have been satisfied.
- B. Privately Owned Improvements. Except those Public Improvements to be owned and maintained by Leadville, the completed Public Improvements shall be owned and maintained by Developer and its successors and assigns; notwithstanding the foregoing, Leadville reserves the right to enter upon and access Developer-owned Public Improvements for purposes of repair and emergency maintenance as deemed necessary by Leadville in the interest of the public health, safety and welfare of Leadville residents.

### **Section V. As-Built Drawings for Improvements**

When Developer has completed the Public Improvements as provided herein, Developer shall provide two (2) copies of as-built drawings showing the Public Improvements in their as-built locations at the time of Developer's request for Probationary Acceptance of the Public Improvements by Leadville. As-built drawings shall be prepared under the direction of a Colorado licensed professional engineer based on information provided by the general contractor and a survey of surface features of the constructed site within the public right-of-way and easements indicating that the constructed Public Improvements are in substantial compliance with the Construction Plans or that any material deviations have received prior written approval from Leadville. No certificates of occupancy shall be issued



by Leadville (operating by and through the Lake County Building and Land Use Department) until as-built drawings are provided to and approved by Leadville.

## **Section VI. Escrow Funds**

- A. Escrow Funds. In order to secure the performance of the construction and installation of the Public Improvements herein agreed by Developer, the Developer shall provide Leadville with security in the form of a cash deposit ("Escrow Funds") pursuant to the terms set forth in the Escrow Agreement, attached hereto as **Exhibit C** (the "Escrow Agreement"), in an amount equal to the total cost of the Public Improvements as set forth in the approved ECE. The amount of the Escrow Funds will not be below **One Hundred Twelve Thousand Six Hundred Twenty-Eight Dollars and Fourteen Cents (\$112,628.14)** unless a revised ECE is submitted to, and approved by, the City Engineer or City engineering consultant and the Mayor or his or her designee.
1. Escrow Funds shall be required to be submitted for acceptance by Leadville prior to commencement of construction of the Public Improvements.
  2. The City and Developer shall finalize and execute the Escrow Agreement within thirty (30) days following the Effective Date of this Agreement. No building permits shall be issued for any structure within the boundaries of the Property until such time as the Escrow Agreement has been fully executed and the Escrow Funds are on deposit with the City. After the Escrow Funds have been deposited with the City in accordance with the Escrow Agreement, attached hereto as **Exhibit C**, building permits may be issued by the Lake County Building and Land Use Department.
  3. Developer shall ensure that the Escrow Funds remain unencumbered and free from claims of others so that any requests of Leadville for payment or enforcement may be immediately and unequivocally honored without cost to Leadville.
  4. The Escrow Funds shall be maintained, in the amount required by this Agreement, through Final Acceptance of the Public Improvements by Leadville.
  5. Notwithstanding the foregoing, the Escrow Funds may be released to Developer as Public Improvements are completed in accordance with the Escrow Agreement attached as **Exhibit C**.
  6. If at any time prior to Final Acceptance, Leadville determines that the Escrow Funds are not sufficient to cover all costs of construction of the Public Improvements, Developer shall be required to post additional or supplemental Escrow Funds in an amount deemed sufficient and approved by Leadville to pay for all costs of construction, including any administrative costs and contingency amount. In addition, the City retains the right to require the deposit of Supplemental Escrow Funds in accordance with the provisions of this Agreement.

- B. Supplemental Escrow Funds. The City and Developer acknowledge and agree that during certain seasons of any calendar year it may be impractical for certain Public Improvements to be installed in advance of issuance of building permits for residential units. Where a building permit is requested prior to the completion of the Public Improvements required pursuant to this Agreement, the City reserves the right to require Developer to post additional or supplemental Escrow Funds in an amount deemed sufficient and approved by the City Engineer in writing to pay for all costs of construction of the remaining Public Improvements associated with the residential unit(s) for which the building permits have been applied for ("Supplemental Escrow Funds"). The ECE associated with the Supplemental Escrow Funds shall be submitted to the City Engineer for review and approval by the City's Engineer or engineering consultant. Upon completion of all Public Improvements secured by the Supplemental Escrow Funds and issuance of probationary acceptance by the City of such Improvements, any remaining Supplemental Escrow Funds held by the City will be released to Developer in the same manner as release of the Escrow Funds.
- C. Certificates of Occupancy. Developer understands that no temporary certificate of occupancy or certificate of occupancy ("CO") shall be issued to Developer until all utilities, as well as adequate rights-of-way and streets, are available or provided for each residential unit for which a CO is sought by Developer.
- D. Failure to Perform. If Developer fails to perform or observe any obligation or condition to be performed by Developer under this Agreement with respect to the Public Improvements, and such default remains uncured for more than thirty (30) days after Developer's receipt of written notice thereof from Leadville, Leadville may cure the default at Developer's expense and draw on the Escrow Funds from time to time to pay the costs incurred in connection therewith. In the event Developer fails to complete, install or perform any portion of work and/or Public Improvements within the Warranty Period or any period of extension granted by the City, Leadville may complete such remaining work and Public Improvements within a reasonable time by such means and in such manner as it may deem advisable, at Developer's expense. Leadville shall be entitled to draw against the Escrow Funds and any Supplemental Escrow Funds, if applicable, to pay for Leadville's actual costs and expenses incurred in contracting for said work and Public Improvements, including the cost of obtaining required permits from the City or any other applicable jurisdiction plus a five percent (5%) administrative fee, plus legal expenses incurred, to cover costs associated with completing the Public Improvements described herein.
- E. Minimum Balance. Until Final Acceptance, at no time shall the balance of the Escrow Funds deposited with the City fall below ten percent (10%) of the total cost to construct the Public Improvements, as specified in **Exhibit B**.
- F. Insufficient Escrow Funds. In the event the amount of Escrow Funds is not sufficient for Leadville to complete the Public Improvements as determined by Leadville in its sole discretion, Leadville shall be entitled to reimbursement from Developer upon demand for such cost overruns, including but not limited to labor and material costs as well as engineering and legal fees. In the event the Developer fails to maintain Escrow Funds in the amount required pursuant to the terms of this Agreement through Final Acceptance of the Public Improvements,

Developer shall be in default of this Agreement and Leadville shall be authorized to make demand on the then-existing Escrow Funds.

#### **Section VII. Warranty Period**

- A. The warranty period for all Public Improvements shall be two (2) years ("Warranty Period"). The Warranty Period shall start on the date that Probationary Acceptance occurs. The Warranty Period shall end with the Final Acceptance of the Public Improvements. If deficiencies are noted during the City's warranty inspection, the Developer shall repair the deficiencies. If approved by the City in writing, the deficiencies may remain in place and the Warranty Period for the defective public improvements may be extended up to three (3) additional years. Repair or acceptance of the deficiencies shall occur at the expiration of any such extension. A new warranty period shall not be applied to any repair work performed during the Warranty Period.
- B. The Developer is responsible for maintaining all Public Improvements throughout the Warranty Period.

#### **Section VIII. Standards for Acceptance**

- A. Probationary Acceptance. As soon as all of the Public Improvements are installed and Leadville determines that such Public Improvements have been constructed in accordance with the approved Construction Plans, Leadville will issue to the Developer a written notice of Probationary Acceptance granting Probationary Acceptance of such Public Improvements and stating the date on which the Warranty Period begins and ends. Upon Probationary Acceptance, and if the Escrow Funds have not previously been released in accordance with the terms of the Escrow Agreement attached as **Exhibit C**, Leadville will allow a reduction of the Escrow Funds to not less than ten percent (10%) of the total cost to construct the Public Improvements, as specified in **Exhibit B**. Until Final Acceptance, Leadville may notify Developer of any defective Public Improvements and Developer shall complete, repair or replace the same within thirty (30) days. In the event Developer fails to so complete, repair or replace such defective Public Improvements, Leadville may draw upon the retained portion of the Escrow Funds to complete, repair or replace the same and may invoice Developer for any costs incurred by Leadville for such completion, repair, or replacement if the retained portion of Escrow Funds is insufficient to cover such costs, which invoice Developer shall pay within thirty (30) days of receipt.
- B. Final Acceptance. Public Improvements constructed pursuant to this Agreement are eligible for Final Acceptance in accordance with the Standards no sooner than twenty-one (21) months following the Probationary Acceptance date for the Public Improvements. Developer shall request Final Acceptance by Leadville in writing. After inspection for Final Acceptance, Leadville will identify and provide a written list of deficiencies based on a physical inspection of the Public Improvements. Developer shall correct all deficiencies to Leadville's satisfaction within three (3) months from the date said deficiency list was issued. Within thirty (30) days of the date upon which all deficiencies have been corrected, Leadville will issue a written notice of Final Acceptance to the Developer. Upon issuance of the written notice of Final Acceptance, all Public Improvements specified in said notice shall be deemed approved and accepted by Leadville, whereupon such Public

Improvements shall be owned and maintained by Leadville or Developer, as applicable. At such time as all Public Improvements have been issued Final Acceptance, Leadville will release any remaining Escrow Funds and Supplemental Escrow Funds, if applicable, to Developer.

#### **Section IX. Remedies**

- A. Leadville's rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Upon breach of any provision of this Agreement by Developer, and following thirty (30) days' notice to Developer and giving Developer the opportunity to cure such breach in accordance with the provisions of this Agreement, Leadville may initiate any one or more of the following actions:
1. Delay processing of any pending land development-related application;
  2. Issue stop work orders;
  3. Refuse to issue or approve any land development permit, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, certificates of occupancy, or final plats;
  4. Instruct the Lake County Building and Land Use Department (operating as the City's building department) to not issue any building permits or certificates of occupancy to Developer;
  5. Draw from the Escrow Funds to cover the costs associated with correcting the Developer's breach;
  6. Issue a citation to the Developer or any contractor or subcontractor for violating requirements of the Leadville Municipal Code;
  7. Initiate legal proceedings in any appropriate court of law; or
  8. Initiate any remedy listed in Section 16.04.090(C) of the Leadville Municipal Code.
- B. Any amounts due and owing to Leadville under this Agreement that are not paid in a timely manner may be certified to Lake County for collection with taxes.

#### **Section X. Responsibility for Installing Utilities and for Permitting Installation of Utilities**

- A. Developer agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas and electricity. The Parties agree that electrical, fiber optic, cable, and telephone service for the Property shall be underground in accordance with the Standards.
- B. Subject to the Standards, Leadville, as the owner of public rights-of-way and any public or drainage easements depicted on the Minor Subdivision Plat, retains the right to issue right-of-way use permits to utility companies or to other persons, companies, corporations or organizations prior to the Final Acceptance of the Public Improvements.



## **Section XI. Construction Site Maintenance**

- A. Adjacent Property Damage. Developer shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including Leadville's property. If any adjacent property is damaged or destroyed by and during the construction of the Public Improvements, Developer shall, at its cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage or injury.
- B. Air Quality and Erosion Control. During construction, Developer shall use proper air quality control and erosion and sedimentation control and maintain streets and roads in such a manner that they may be reasonably traveled upon. If Leadville determines in its sole discretion that dust emanating from the Property related to construction activities is unacceptable, it may order appropriate measures be taken, and Developer shall comply with such order. In the event that Developer does not comply with such abatement measures within fifteen (15) days, Leadville may order construction to cease until Developer has complied with such abatement measures and Developer shall so comply.

## **Section XII. Workmanship of Improvements**

- A. Developer is responsible for keeping and maintaining all the Public Improvements in good order and condition until Leadville issues a certificate of Final Acceptance pursuant to this Agreement. Developer shall, at its cost, repair or replace any damage or destruction of the Public Improvements that occurs prior to such Final Acceptance, except to the extent that such damage or destruction is caused by agents or employees of Leadville.
- B. Unless otherwise specified, all materials for Public Improvements shall be new and both workmanship and materials shall be of good quality.

## **Section XIII. Contractual Obligation**

Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Public Improvements, and conditions for subdivision and building approvals, including the incorporation of any provision of applicable Standards, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or the Standards. The agreements to pay fees, and construct and dedicate public improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property, and are in reasonable proportion to such impacts.

## **Section XIV. Applicable Law**

Developer, in connection with its obligations under this Agreement, shall comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules related to: the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material;

and the protection of human health, safety, or the indoor or outdoor environment, including without limitation all environmental statutes of the State of Colorado, and all other applicable federal and local laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

## **Section XV. Miscellaneous**

### **A. Breach of Agreement; Default.**

1. Developer Breach. In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings of this Agreement, the City in its sole discretion may declare the Developer in default and, after giving thirty (30) days' advance written notice, may call the Escrow Funds or Supplemental Escrow Funds, as applicable, and may proceed to exercise all other remedies available to the City. The City may withhold any additional building permits, certificates of occupancy, or provision of municipal services until the completion of the Public Improvements. Notwithstanding the foregoing, if such breach or noncompliance cannot be reasonably cured within the thirty (30)-day period, Developer shall be granted such additional time as is reasonably necessary provided that Developer, in good faith, commences to cure such breach or noncompliance within such thirty (30) day period and thereafter diligently completes such cure within ninety (90) days after such notice from the City, unless the City and Developer otherwise agree to a longer cure period in writing.
2. City Breach. In the event that the City should fail to timely comply with any of the terms, conditions, covenants and undertakings of this Agreement, the Developer in its sole discretion may declare the City in default and after giving thirty (30) days written notice, and exercise all other remedies available to the Developer. Notwithstanding the foregoing, if such breach or noncompliance cannot be reasonably cured within such thirty (30)-day period, the City shall be granted such additional time as is reasonably necessary provided that the City in good faith commences to cure such breach or noncompliance within such thirty (30) day period and thereafter diligently completes such cure in good faith within ninety (90) days after such notice from the Developer unless the City and Developer otherwise agree to a longer cure period.
3. Attorney Fees and Other Costs. Should this Agreement become the subject of litigation to resolve a claim of default of performance or payment by the Developer or the City, the non-prevailing party shall pay prevailing party's attorney's fees and court costs. Any reasonable cost incurred by the City including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the Developer, and any costs of construction or maintenance work performed by the City, shall be paid by the Developer. The City may deduct these costs from the Escrow Funds or Supplemental Escrow Funds. As an alternative, the City may certify these costs, including interest from the date of default, for

collection as a prior, perpetual lien upon each lot or parcel of land within the development from the due date thereof, until paid.

- B. Section Headings. The section headings in this Agreement are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this Agreement.
- C. Assignment and Release. Neither this Agreement nor any of the rights or obligations of the Parties hereto shall be assigned without the written consent of the other.
- D. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives, successors and assigns. This Agreement shall continue upon subdivision of the Property and bind the subdivision and all purchasers, lessors and subsequent owners of any property within the subdivision, except a bona-fide homebuyer, until all provisions of this Agreement are satisfied.
- E. Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder of Lake County, Colorado and shall run with the land. Developer shall pay the associated recording fee imposed by Lake County. Within thirty (30) days of the date on which this Agreement has been recorded in the real property records of Lake County, the City shall cause a copy of this Agreement to be provided to the Lake County Building and Land Use Department.
- F. Subordination. If the Property upon which the Public Improvements are constructed is subject to any liens, mortgage, deed of trust or similar encumbrance, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Agreement and all its terms, conditions and restrictions.
- G. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the U.S. Mail.
- H. Additional Documents or Action. Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- I. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- J. Indemnification. Developer hereby expressly binds itself to indemnify and save harmless Leadville and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them, or loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any persons, firms or corporations during the construction of the Public Improvements and through Final

Acceptance as a result of Developer's breach of any of its obligations hereunder, or the negligent or willful misconduct of Developer or any of its employees, agents or contractors. Developer shall also indemnify and hold Leadville harmless from any liability it may have on account of any change in direction, nature, quality, or quantity of historical drainage flow, resulting from the development of the Property, or from construction of streets and storm sewers within or serving the Property, or damages to the Property resulting from natural conditions including but not limited to expansive soils, geologic hazard, wildfire hazard or flood hazard, if Developer is established to be negligent. Leadville shall assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.* C.R.S., as well as the limitations upon liability provided herein.

- K. Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the Public Improvements and provide a copy of this Agreement to its contractors and subcontractors.
- L. Entire Agreement. This Agreement represents the entire agreement between the Parties and, supersedes any prior oral agreements or understandings.
- M. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.
- N. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Leadville and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of Leadville and Developer that any person other than Leadville or Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- O. Governing Law, Venue and Enforcement. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Lake County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance.
- P. Vested Rights. The Parties acknowledge and understand that the approval of the Minor Subdivision Plat was not processed or approved in accordance with or pursuant to C.R.S. Section 24-68-101 *et seq.* or any regulations implementing such statutory provisions, including Section 17.92.020 of the Code, and the approval of the Minor Subdivision Plat does not constitute approval of a site specific development plan as that phrase is defined in C.R.S. Section 24-68-101 *et seq.* or any regulations implementing such statutory provisions. Nothing in this Agreement shall limit, prevent or preclude the Developer from applying for statutory vested property rights associated with the Minor Subdivision Plat. In addition, nothing herein shall limit any rights which may accrue to the Developer by virtue of the vesting of property rights acquired in accordance with common law.
- Q. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this

Agreement and are fully authorized to execute this Agreement on behalf of such party.

- R. Compliance with Law. Developer, in developing the Property and constructing the Public Improvements herein described, shall fully comply with all applicable rules, regulations, standards, and ordinances of Leadville and other governmental agencies and bodies having jurisdiction over the Project in effect at the time of construction.
- S. Effective Date. This Agreement shall become effective upon the date of its mutual execution by the Parties ("Effective Date").
- T. Agreement Status After Final Acceptance. Upon Final Acceptance by the City of all Public Improvements and compliance by Developer with all terms and conditions of this Agreement, and if no litigation or claim is pending relating to this Agreement, this Agreement shall automatically terminate and be of no further force or effect.
- U. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

## **Section XVI. Special Terms and Conditions**

Developer shall comply with the following special terms and conditions:

1. This Agreement shall be executed by the City and Developer and recorded concurrently with the Minor Subdivision Plat in the real property records of Lake County, Colorado.
2. The Developer shall pay all fees and costs incurred by the City and its consultants in reviewing and processing the Developer's application for approval of the Minor Subdivision Plat.
3. Developer shall install, at Developer's expense, striping, street name signs, stop signs, speed limit signs and other regulatory signs on all internal streets and on those off-site streets as determined appropriate by the City and in accordance with the current *Manual on Uniform Traffic Control Devices* (MUTCD).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below.

*[signature pages follow]*



**CITY OF LEADVILLE, COLORADO**

By:   
Greg Labbe, Mayor

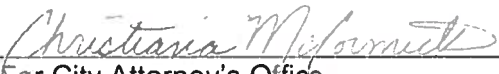
Date of execution: 8/23/2021

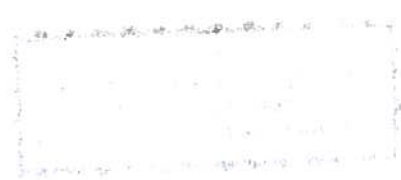
Address: City of Leadville  
800 Harrison Avenue  
Leadville, CO 80461

ATTEST:

  
Deputy City Clerk

APPROVED AS TO FORM:

  
For City Attorney's Office



**OWNER/DEVELOPER:**

High Country Developers, LLC,  
a Colorado Limited Liability Company.

By:

  
John Lichtenegger, Managing Member

Date of execution: August 22, 2021

Address: 2480 East Main Street  
Jackson, MO 63755

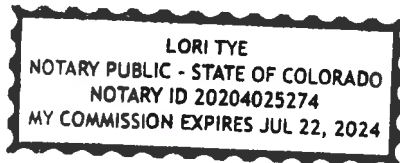
STATE OF Colorado )  
COUNTY OF Lake ) ss.

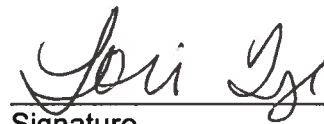
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2021,  
by John Lichtenegger as Managing Member of High Country Developers, LLC, a Colorado limited  
liability company.

Witness my hand and official seal:

My Commission expires: 7/22/2024.

[S E A L]



  
Signature

Lori Tye  
Name of Notary

City Hall, Leadville CO  
Address of Notary



**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

Outlot A, Railyard Leadville, Filing 1, according to the Plat of Railyard Leadville, Filing 1, recorded on August 24, 2020 at Reception No. 378880, County of Lake, State of Colorado.

**EXHIBIT B**  
**ENGINEER'S COST ESTIMATE**

*[See attached]*

**Engineer's Opinion of Probable Costs**

Exhibit

Marcin Engineering, LLC

Railyard Leadville Phase II Mountain View Drive Extension from Prospect Street to Silver Vault Street  
Leadville, Colorado

Mt. View Drive Right-of-Way extension, Phase 2						Ownership	Maintenance
ITEM	DESCRIPTION	Quantity	Units	Unit Price	Total		
1	Road/Sidewalk- Prepare existing subgrade	8	HR	\$205.00	\$1,640.00	City	City
2	Road/Sidewalk- Install 4" Asphalt Section	10,840	SF	\$2.88	\$31,219.20	City	City
3	Road/Sidewalk- Install 6" CDOT Class 6 Road Base	10,840	SF	\$0.28	\$3,035.20	City	City
4	Road/Sidewalk- Install 4' width Concrete Sidewalk	29	CY	\$164.00	\$4,756.00	City	City
5	Road/Sidewalk- Install ADA ramp truncated domes	6	EA	\$208.00	\$1,248.00	City	City
6	Roads- Install 2' Mountable Concrete Curb & Gutter	640	LF	\$55.00	\$35,200.00	City	City
7	Storm- Install Precast Catch Basin	4	EA	\$1,500.00	\$6,000.00	City	City
8	Storm- Cast-in-Place Junction Box	2	EA	\$700.00	\$1,400.00	City	City
9	Storm- 15" HP N12 Pipe	212	LF	\$23.46	\$4,973.52	City	City
10	Storm- 15" RCP	92	LF	\$24.00	\$2,208.00	City	City
11	Storm- 18" HP N12 Pipe	225	LF	\$28.14	\$6,331.50	City	City
12	Sanitary- 8" SDR35 PVC Pipe	120	LF	\$6.50	\$780.00	City	City
13	Water- 8" DI CL52 Tyton JT Pipe	60	LF	\$26.63	\$1,597.80	City	City
14	Landscaping- Install Dryscaping	1	LS	\$2,000.00	\$2,000.00	Developer	Developer
Right-of-Way Work Subtotal					\$102,389.22		
10% Contingency					\$10,238.92		
Right-of-Way Work Total					\$112,628.14		

Estimate Prepared By:

Date

Tony Vazquez, PE

8/12/2021

Estimate Reviewed By:

Date

Rob Goss, PE

8/13/2021



Approved on behalf of City of Leadville  
by RG and Associates

08-15-2021

**EXHIBIT C**  
**CITY OF LEADVILLE, COLORADO**  
**ESCROW AGREEMENT**

This Escrow Agreement ("Agreement") is entered into by and between the CITY OF LEADVILLE, a municipal corporation of the State of Colorado ("Leadville" or "City"), and High Country Developers, LLC, a Colorado limited liability company ("Developer"). Leadville and Developer are collectively referred to as "Parties," or occasionally in the singular as "Party."

**RECITALS**

WHEREAS, the Developer is the owner in fee simple of certain real property located within the City ("Property"), as more particularly described on the Railyard Leadville, Filing No. 1 Amendment No. 1, a Minor Subdivision Plat for the Re-Subdivision of Outlot A, Railyard Leadville, Filing 1, a copy of which is on file with the City ("Minor Subdivision Plat"); and

WHEREAS, Developer has agreed pursuant to that certain Subdivision Improvement Agreement between the City and Developer and dated 8/23/2021 ("SIA") to undertake the construction and installation of public improvements on the Property in accordance with the Minor Subdivision Plat as approved by the City ("Improvements"); and

WHEREAS, pursuant to the Leadville Municipal Code ("Municipal Code") and the SIA, the Developer must provide assurances for the construction of the Improvements and the establishment of a cash escrow is a permissible form of assurance; and

WHEREAS, Developer has agreed to establish an escrow account in accordance with the terms and provisions of this Agreement and the SIA for the purposes of assuring completion of the Improvements.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. **Incorporation of recitals.** The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.
2. **Incorporation of Documents.** The following documents are referred to in this Agreement and are made a part of this Escrow Agreement by this reference:
  - a. Minor Subdivision Plat, as conditionally approved by the City.
  - b. The SIA and the related Engineer's Cost Estimate ("ECE") for the Improvements.
3. **Deposit and Release of Escrow Funds.** As evidence that funds are available to the Developer, who is responsible for installing the Improvements, to construct the Improvements, the Developer shall deposit with the City the amount of \$112,628.14 ("Escrow Funds"), which is the total cost reflected in the ECE. ***Developer shall deposit the Escrow Funds with the City by December 1, 2021.*** The City shall separately account for the Escrow Funds.

4. **Disbursements of Escrow Funds.** Developer may request that the City disburse the Escrow Funds as needed for the construction and completion of the Improvements. When a disbursement is required, Developer shall submit a written disbursement request to the City on the Disbursement Request Form attached hereto as **Attachment 1** that states the amount to be disbursed and a brief description of the work to be completed on the Improvements using the requested disbursement. The City shall disburse to the Developer the portion of Escrow Funds requested by Developer within five (5) business days of the City's receipt of Developer's request, following review and approval of the Developer's disbursement request by the City Engineer or City's engineering consultant and the Finance Director or his or her designee. The Finance Director shall not be authorized to approve a disbursement request until the City Engineer or engineering consultant has confirmed in writing that the disbursement request is approved. For purposes of this Section 4, email confirmation shall constitute approval in writing. Until the City has provided written notice of Final Acceptance of the Improvements pursuant to the SIA, the City shall not approve any disbursement request that causes the amount of Escrow Funds deposited with the City to fall below ten percent (10%) of the original amount of Escrow Funds that Developer deposited with the City.
5. **Use of Escrow Funds.** Until the Developer has received written notice of Final Acceptance of the Improvements from the City pursuant to the SIA, the Escrow Funds shall not be used or pledged for any purpose other than completion of the Improvements.
6. **Final Release of Escrow Funds.** Within ten (10) business days of the City's issuance of written notice of Final Acceptance of the Improvements to the Developer, the City shall release any remaining Escrow Funds to Developer.
7. **Term.** This Agreement shall be effective on the date of its mutual execution by the Parties and shall terminate upon the date of that all Improvements secured by the SIA have been issued Final Acceptance and upon the release of any remaining Escrow Funds after said Final Acceptance, if and as applicable.
8. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in a court of competent jurisdiction in Lake County, Colorado.
9. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
10. **Integration.** This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
11. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
12. **Modification.** This Agreement may only be modified upon written agreement signed by the Parties.

13. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.
14. **Governmental Immunity.** The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended ("CGIA"), or otherwise available to the City and its officers or employees.
15. **Rights and Remedies.** The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.
16. **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.
17. **No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Developer. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
18. **Attorneys' Fees.** If the Developer breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.
19. **Survival.** Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
20. **Force Majeure.** Neither the Developer nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.
21. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and the Developer and bind their respective entities.
22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the

Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

23. **Effective Date.** This Agreement shall be effective upon its mutual execution by the Parties.

*[Signature page follows]*

THIS AGREEMENT is executed and made effective as provided above.

CITY OF LEADVILLE, COLORADO:

By: Greg Labbe

Printed Name: GREG LABBE

Title: MAYOR

Date of execution: 8/23/2021

ATTEST:

Diane Kiss  
Deputy City Clerk

APPROVED AS TO FORM:

Christiana McFarlane  
For City Attorney's Office

HIGH COUNTRY DEVELOPERS, LLC, a  
Colorado limited liability company:

By: John P. Lichtenegger

Printed Name: John Lichtenegger

Title: Manager

Date of execution: August 23, 2021



**ATTACHMENT 1 TO EXHIBIT C**  
**DISBURSEMENT REQUEST FORM**

***Disbursements may take up to 5 business days for receipt of funds.***

The undersigned requests that Escrow Funds deposited with the City pursuant to that certain Subdivision Improvement Agreement, dated 8/23/2021 and between the City of Leadville and High Country Developers, LLC, be disbursed in part or in whole as follows:

Requestor's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Disbursement Amount Requested: \_\_\_\_\_

I affirm that the requested disbursement is necessary for the completion of the following:

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

Once a disbursement is approved, a check will be sent to the address above, made payable to the requestor unless other payment arrangements have been made by the City and requestor.

By signing below, I affirm that I have the authority to make this request for disbursement.

Signature: \_\_\_\_\_

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

**DELIVER COMPLETED FORM TO ONE OF THE FOLLOWING:**

Mail: City of Leadville, Attn: Finance Director, 800 Harrison Ave, Leadville, CO 80461

Email: [financedirector@leadville-co.gov](mailto:financedirector@leadville-co.gov)

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**FOR CITY USE ONLY**

City of Leadville - APPROVES\_\_\_ DISAPPROVES\_\_\_ the request for disbursement.

**IF APPROVED:**

Amount approved:

\$ \_\_\_\_\_

Minimum Balance Required Prior to Final Acceptance:

\$ \_\_\_\_\_

(required pursuant to Section VI of the SIA)

Balance after Disbursement:

\$ \_\_\_\_\_

**IF DISAPPROVED:**

Reason for disapproval: \_\_\_\_\_

