

June 20, 2017 To: Marble Town Council

From: Carletta (Jodi) Taylor and Maxwell F Taylor

Re: Lot line adjustments and lot line consolidation for:

Lots 1 and 10, Alpine Woods Village, owned by Carletta Johnson Taylor and Maxwell F. Taylor

Lots 7 and 8, Alpine Woods Village, owned by Carletta J Taylor and Maxwell F Taylor

Lot 9, Alpine Woods Village, owned by Carletta Johnson Taylor and Maxwell Ford Taylor

We respectfully request a vote on our application for lot line adjustments, shown on the attached plat that we discussed at the town council in the May 4 meeting.

The application meets the requirements of Section 7.8-20 and Ordinance 2017-2.

In addition to the two copies of the plat submitted along with this letter, Ron Leach has received a title commitment from Alpine Title dated May 15, 2017 certifying that all 5 lots are free from liens, an electronic copy of the plat shown here today, the protective covenants of Alpine Woods Village, certifications from Gunnison County for each lot that all real property taxes have been paid up to this year, the application fee, the notarized letter of agreement about covering the expenses and the deeds showing ownership that are registered with Gunnison County.

We are making this request for the following reasons:

All the boundaries discussed are on the internal boundary lines of the 5 lots. No lot line adjustment requested touches lots owned by any other parties.

We wish to divide lot 8 so that part of lot 8 goes to lot 7 (making lot 7 larger than an acre) and part of lot 8 goes to lot 9 (making lot 9 larger than an acre.) Our house sits on lot 9.) Lot 8 would cease to exist.

We wish to extend the most eastern boundary of lot 9 into lot 10 just a few feet at the north end of lot 10 so that all of the leach field for lot 9 is actually on lot 9.

We wish to include in the plat for lot 10, 12.5 feet along the eastern boundary of lot 10. This 12.5 feet was quitclaimed to lot 10 many years ago. We wish to formally move the lot line so that all of lot 10 is shown on the plat.

We wish to move the lot line on lot 1 so that a very small piece of the southwest corner of lot 1 becomes part of lot 9. (The storage shed which is used by lot 9 is on that small corner.) All of the 4 remaining lots would then be larger than an acre;

Thank you for your consideration,

Carletta J Taylor and Maxwell F. Taylor

Alpine Title
113 E. Georgia Ave.
Gunnison, CO 81230
Phone: 970-641-4600
Fax: 866-689-9558

Transmittal Information

Date: 05/15/2017
File No: 1254CEA
Property Address: 5590 County Road 3, Marble, CO 81623
Buyer\Borrower: To Be Determined
Seller: Maxwell F. Taylor and Carletta J Taylor

For changes and updates please contact your Title officer:

Debra Blanchette
Alpine Title
113 E. Georgia Ave.
Gunnison, CO 81230
Phone: 970-641-4600
Fax: 866-689-9558
Email: deb@alpinetitle.com

Copies Sent to:

Customer:
Title Company of the Rockies
1620 Grand Avenue
Glenwood Springs, CO 81601
Phone: 970-945-1169 Fax: 844-269-2759
Attn: Nevada Hunter
Email: NHunter@titlecorockies.com

Agent:
Coldwell Banker Mason Morse Real Estate
0290 Highway 133
Carbondale, CO 81623
Attn: Sherry Rubin
Phone: 970-963-3300 Fax:
Email: SRubin@masonmorse.com

Thank you for using Alpine Title.

Alpine Title
As agent for
Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **May 11, 2017 at 5:00 pm**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY

Proposed Insured: **To Be Determined**

B. ALTA 2006 LOAN POLICY

Proposed Insured: **To Be Determined**

<i>To be determined Charges</i>	\$	250.00
<i>Extra Chain Charges (4)</i>	\$	400.00
<hr/>		
Total:	\$	650.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Carletta Johnson Taylor and Maxwell F. Taylor (Lots 1 & 10)

Carletta J. Taylor and Maxwell F. Taylor (Lots 7, 8)

Carletta Johnson Taylor and Maxwell Ford Taylor (Lot 9)

4. The land referred to in the Commitment is situate in the County of **Gunnison**, State of **Colorado** and is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **5590 County Road 3, Marble, CO 81623**

Countersigned
Alpine Title

By: *D. Blanchette*

D. Blanchette

EXHIBIT "A"

Lots 1, 7, 8, 9, 10, ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 14, 1981 at Reception No. 360286 and the ratification thereof recorded December 22, 1981 in Book 575 at page 587,

TOGETHER WITH a 12.5 foot strip of land along the East boundary and running the full width of Lot 10, ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 14, 1981 at Reception No. 360286 and the ratification thereof recorded December 22, 1981 in Book 575 at page 587,

**County of Gunnison,
State of Colorado.**

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: May 11, 2017 at 5:00 pm

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Evidence satisfactory to the Company or its duly authorized agent that all dues and/or assessments levied by the Homeowner's Association have been paid through the date of closing**
- (f) **The Warranty Deed must be sufficient to convey to the Proposed Insured, Schedule A, Item 2A., the fee simple estate or interest in the land described or referred to herein.**
NOTE: C.R.S. § 38-35-109 (2) requires that a notation of the purchaser's legal address (not necessarily the same as the property address) be included on the face of the Deed to be recorded.
NOTE: Duly executed Real Property Transfer Declaration, executed by either the Grantor or Grantee, to accompany the Deed, pursuant to Article 14 of House Bill No. 1288 - CRS § 39-14-102.
- (g) **The Deed of Trust must be sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the Proposed Insured, Schedule A, Item 2B (or 2C).**
- (h) **A satisfactory Improvement Location Certificate (or if appropriate, Survey Affidavit stating that no structural changes have been made since the date of the last survey showing improvements) must be furnished to the company, Exception will be taken to adverse matters disclosed thereby.**
- (i) **Receipt by the Company of the appropriate Affidavit Indemnifying it against unfilled mechanic's and materialmen's liens.**

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: May 11, 2017 at 5:00 pm

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **The following reservations as contained in the United States Patent recorded July 26, 1897 in Book 101 at Page 165:**
 - (a) **The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.**
 - (b) **A right of way for ditches or canals constructed by the authority of the United States.**
10. **Reservation of all minerals and mineral rights, together with the right to prospect for, mine and remove the same, as set forth in Deed recorded May 17, 1951 in Book 269 Page 395 and the Deed recorded March 16, 1953 in Book 269 at Page 474.**
11. **Easements, notes, reservations and recitals as set forth on the plat of Alpine Woods Village recorded July 14, 1981 at Reception No. 360286.**

12. **Covenants, conditions, restrictions, easements, reservations and lien rights, as set forth in instrument recorded July 14, 1981 in Book 568 at Page 332.**
13. **The right of the owner of Lot 9 to use and share a 900 square foot area of Lot 10 along the west boundary line which shall not be more than 25 feet in an Easterly direction into said Lot 10, and not more than 50 feet in a North-South direction, as granted in Warranty deed from Mountain View Inn Associates to L. Dale Lopper recorded April 10, 1990 in Book 677 at page 89.**
14. **Terms and conditions as set forth in right of way easement conveyed to Holy Cross Energy in instrument recorded November 19, 2002 at Reception No. 525806 and in Contract for Electric Service with Holy Cross Energy in instrument recorded December 23, 2002 at Reception No. 526639.**
15. **Terms and conditions as set forth in Town of Marble Ordinance No. 6 annexing Lots 7 and 8, Alpine Woods Village Subdivision to the Town of Marble, Colorado recorded July 22, 2014 at Reception No. 627908.**
16. **Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title of the land.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

**GUNNISON
COUNTY**
Property Tax Receipt

Receipt #	1236452	Date Receipt Printed
Transaction #	83080324377903	05/03/2017
Transaction Date	05/02/2017	

CURRENT TAX YEAR INFORMATION

Account #	R004185	Parcel #	291726224010
Owner	TAYLOR CARLETTA JOHNSON 1555 GOLD CAMP RD COLORADO SPRINGS, CO 80906-5864	Property Address	5590 COUNTY ROAD 3 MARBLE 81623

Legal LOT 1 ALPINE WOODS VILLAGE #610922 #621519

PAID	Tax Year:	Bill Item Type:	Amount:	Description:
	2016	AD VALOREM	\$316.44	FULL YEAR
		Bill Annual Total:		\$316.44
		Account Total:		\$316.44

PAID BY INFORMATION

CHECK	1016	TAYLOR CARLETTA JOHNSON	\$316.44
Over/Short			\$0.00
Change			\$0.00
Refund			\$0.00

Transaction Total Applied \$316.44

Tax Receipt valid upon check(s) clearing your bank.

**GUNNISON
COUNTY**
Property Tax Receipt

Receipt #	1236456	Date Receipt Printed
Transaction #	83080324377907	05/03/2017
Transaction Date	05/02/2017	

CURRENT TAX YEAR INFORMATION

Account #	R015733	Parcel #	291726224008
Owner	TAYLOR CARLETTA J 1555 GOLD CAMP RD COLORADO SPRINGS, CO 80906-5864	Property Address	37 JUNIPER CT MARBLE

Legal LOT 7 ALPINE WOODS VILLAGE #615842 #623769

PAID	Tax Year:	Bill Item Type:	Amount:	Description:
	2016	AD VALOREM	\$72.83	FULL YEAR
		Bill Annual Total:		\$72.83
		Account Total:		\$72.83

PAID BY INFORMATION

CHECK	1019	TAYLOR CARLETTA J	\$72.83
Over/Short			\$0.00
Change			\$0.00
Refund			\$0.00

Transaction Total Applied \$72.83

Tax Receipt valid upon check(s) clearing your bank.

**GUNNISON
COUNTY**
Property Tax Receipt

Receipt #	1236455	Date Receipt Printed
Transaction #	83080324377906	05/03/2017
Transaction Date	05/02/2017	

CURRENT TAX YEAR INFORMATION

Account #	R015739	Parcel #	291726307001
Owner	TAYLOR CARLETTA J 1555 GOLD CAMP RD COLORADO SPRINGS, CO 80906-5864	Property Address	55 JUNIPER CT MARBLE

Legal LOT 8 ALPINE WOODS VILLAGE #537398 #623768

PAID	Tax Year:	Bill Item Type:	Amount:	Description:
	2016	AD VALOREM	\$72.83	FULL YEAR
		Bill Annual Total:		\$72.83
		Account Total:		\$72.83

PAID BY INFORMATION

CHECK	1018	TAYLOR CARLETTA J	\$72.83
Over/Short			\$0.00
Change			\$0.00
Refund			\$0.00

Transaction Total Applied	\$72.83
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Tax Receipt valid upon check(s) clearing your bank.

**GUNNISON
COUNTY**
Property Tax Receipt

Receipt #	1236454	Date Receipt Printed
Transaction #	83080324377905	05/03/2017
Transaction Date	05/02/2017	

CURRENT TAX YEAR INFORMATION

Account #	R015740	Parcel #	291726307002
Owner	TAYLOR CARLETTA JOHNSON 1555 GOLD CAMP RD COLORADO SPRINGS, CO 80906-5864	Property Address	73 JUNIPER CT MARBLE 81623

Legal LOT 9 ALPINE WOODS VILLAGE B774 P984 #518289 #553378

PAID	Tax Year:	Bill Item Type:	Amount:	Description:
	2016	AD VALOREM	\$2,291.82	FULL YEAR
		Bill Annual Total:		\$2,291.82
		Account Total:		\$2,291.82

PAID BY INFORMATION

CHECK	1017	TAYLOR CARLETTA JOHNSON	\$2,291.82
Over/Short			\$0.00
Change			\$0.00
Refund			\$0.00

Transaction Total Applied	\$2,291.82
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Tax Receipt valid upon check(s) clearing your bank.

**GUNNISON
COUNTY**
Property Tax Receipt

Receipt #	1236451	Date Receipt Printed
Transaction #	83080324377902	05/03/2017
Transaction Date	05/02/2017	

CURRENT TAX YEAR INFORMATION

Account #	R004187	Parcel #	291726307003
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Owner	TAYLOR CARLETTA JOHNSON 1555 GOLD CAMP RD COLORADO SPRINGS, CO 80906-5864	Property Address 37 JUNIPER CT MARBLE
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Legal LOT 10 ALPINE WOODS VILLAGE #614307 #621518

PAID	Tax Year:	Bill Item Type:	Amount:	Description:
	2016	AD VALOREM	\$316.44	FULL YEAR
		Bill Annual Total:		\$316.44
		Account Total:		\$316.44

PAID BY INFORMATION

CHECK	1015	TAYLOR CARLETTA JOHNSON	\$316.44
Over/Short			\$0.00
Change			\$0.00
Refund			\$0.00

Transaction Total Applied	\$316.44
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Tax Receipt valid upon check(s) clearing your bank.

TOWN OF MARBLE

AGREEMENT FOR PAYMENT OF DEVELOPMENT REVIEW EXPENSES PURSUANT
TO SECTION 7.4.40 OF THE TOWN OF MARBLE ZONING CODE

THIS AGREEMENT, is made and entered into by and between the TOWN OF MARBLE, COLORADO, a Colorado statutory town, (the "Town") and _Carletta J Taylor and Maxwell F Taylor_____, hereinafter referred to as the "Applicant." The Applicant and the Town shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Parties.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Applicant is the owner of, or represents that he or she is the authorized agent of the owner of, certain property situated in the Town of Marble, Gunnison County, State of Colorado, (the "Property") which is described as:
Lots 1, 7, 8, 9, and 10 Alpine Woods Village

[Insert Legal Description.]

WHEREAS, the Applicant has made an application ("Application") to the Town of Marble, with respect to the Property, for the review and consideration of [Insert Description of Land Use Change.]

WHEREAS, the Parties hereto recognize that the Town is expected to incur expenses in considering the Applicant's application and project, including but not limited to expenses incurred for legal and notice publications, engineering services, attorney fees, consultant fees, reproduction and photocopying of materials, public hearing expenses, recording costs and inspections by Town staff to ensure the Applicant's compliance with the requirements of the approved plans and specifications;

WHEREAS, the Zoning Code requires the Applicant to execute an agreement for the payment of Town expenses incurred in the processing and review of the Applicant's application and that this requirement is based on the policy that the applicant is the party that should properly bear the costs of application, review, consideration and inspection associated with development; and

WHEREAS, the Applicant understands that the review and processing fees incurred by the Town are independent, separate and apart from the Town's decision to approve or deny the submitted application and that such fees are owed by the Applicant regardless of the Town's decision on the application or the Applicant's decision to postpone, abandon or terminate processing of the application.

NOW THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained and the requirements of the Zoning Code, it is hereby agreed as follows:

1. APPLICANT SHALL PAY ALL EXPENSES. The Applicant shall pay in accordance with this Agreement, all expenses which are directly related to the Town's review, processing, consideration, and inspection of the Application. The Board of Trustees may waive, modify, adjust or refund any fee or expense, in its sole subjective discretion, in accordance with Section 7.4.40. of the Zoning Code.

2. DEFINITIONS. For purposes of this Agreement:

a. "Application" shall mean any application, petition, or similar request for approval subject to Section 7.4.40.B of the Zoning code, together with all documentation, data and information submitted to the Town in order to seek such approval.

b. "Expenses" shall include all expenses, costs, fees, assessments and other charges incurred by the Town and directly related to the Town's processing, review, consideration and inspection (both pre- and post-application approval) of the Application. Such expenses may include, but shall not be limited to: legal and notice publication(s); engineering services; land use planning services; inspections and inspection services fees and charges billed to the Town by other agencies and entities statutorily or legally required to review the Applicant's documentation and development (including state and federal regulatory agencies); attorneys' fees and charges (for the Town Attorney only, unless otherwise pre-approved by the Applicant); specialized consultant fees necessary to ensure Application or development conformance with federal, state or local laws (e.g., water, wetlands, biological and geo-technical consultants); reproduction and photocopying of the Application and other supporting or necessary materials; and public hearing, public meeting and administrative meeting expenses (including all costs of conducting a special meeting if requested by the Applicant). Expenses shall *not* include any expenses that are recovered through another fee payment program, such as OWTS permit inspections or building permit inspections.

i. Salaried Staff Time: Expenses shall include a charge for time spent by salaried "in-house" Town staff (e.g. the Town Clerk) on the Application, at the rate set forth on the most recent Schedule of Fees adopted by the Town.

ii. Hourly Staff Time: Expenses shall include a charge for time spent by hourly "in-house" Town staff on the Application, at a rate equal to the hourly rate paid by the Town to such staff.

iii. Expenses shall not include time spent by Town staff in attendance at regularly scheduled meetings of the Board of Trustees where the Application is discussed.

iv. It is the express intent of this Paragraph that the Applicant shall bear and pay in full all expenses and costs of the Town in the processing of the Application and, if such Application is approved, for the Town's inspection and review of the development until such time that the development is complete in accordance with the approved Application.

3. FULL AND SEPARATE ACCOUNTING OF REVIEW EXPENSES. The Town shall maintain a separate accounting of all monies deposited and expended with respect to this Agreement. Statements shall be made available to the Applicant upon reasonable request. The Parties understand that, due to customary delays in billing by the Town's outside consultants, a

current statement may only include expenses billed to the Town as of the date of the Applicant's request.

4. **RESOLUTION OF DISAGREEMENT CONCERNING EXPENSES.** The Applicant may contest an expense billed to the Applicant pursuant to this Agreement by delivering written notice of the contested expense(s) to the attention of the Town Clerk. The Town Clerk shall use his or her best efforts to review a timely written contest within 14 days and to promptly respond in writing to the Applicant by: (1) affirming the expense as appropriate under this Agreement; (2) deleting or rescinding the expense as inappropriate under the Agreement; or (3) modifying or reducing the expense with reasons for the modification or reduction. The Applicant may appeal the Town Clerk's decision to the Board of Trustees by delivering a written request for appeal to the Town Clerk within 7 days after the Applicant's receipt of the Town Clerk's decision. Such appeal shall be considered by the Board of Trustees at the next regularly scheduled Board meeting that is at least 14 days after the Town's receipt of the written request for appeal. The Board of Trustees, after providing the Applicant an opportunity to be heard, shall: (1) affirm the expense as appropriate under this Agreement; (2) delete or rescind the expense as inappropriate under the Agreement; or (3) modify or reduce the expense. The Board of Trustees' decision shall be final. Review and processing of an Applicant's timely written contest shall not be an expense within the meaning of this Agreement.

5. **DEPOSIT ACCOUNT.**

a. The Applicant shall deposit the amount of money required by the Schedule of Fees in effect at the time of Application submittal and shall maintain a deposit account with the Town ("Deposit Account") in accordance with this paragraph.

b. The Town shall credit the Deposit Account for amounts deposited by the Applicant and shall debit payment of the Expenses from the Deposit Account. At such time that the Expenses charged against the Deposit Account exceed ninety percent (90%) or more of the initial required deposit, and within 14 days of the Applicant's receipt of notice by the Town, the Applicant shall supplement the Deposit Account by making an additional deposit with the Town Clerk of an amount of at least fifty percent (50%) of the amount of the initial deposit for land use fees and expenses. The Town Clerk may reduce the amount of, or may waive, the Applicant's making of an additional deposit where the Clerk finds that the estimated or anticipated additional Expenses for the processing of the Application will not likely exceed the remaining balance held in the Deposit Account by the Town.

c. The Applicant shall be obligated to maintain a positive balance in the Deposit Account at all times. Failure by the Applicant to maintain a positive balance in the Deposit Account and to timely make an additional deposit within 14 days of notice by the Town in accordance with this Section shall constitute a material breach of this Agreement.

6. **APPLICATION TERMINATION.** Except as otherwise precluded or prohibited by law or an agreement with the Town, the Applicant may terminate the processing of an Application at any time by delivering written notice to the Town. The Town shall immediately take all reasonable steps necessary to terminate the accrual of additional and continuing Expenses to the Applicant. In no event shall the Applicant be obligated to pay an Expense associated with work

or service performed on the Application which is more than forty-eight (48) hours after the date and time of the delivery of the Applicant's notice of termination.

7. **LIEN AGAINST PROPERTY.** To the extent permitted by law, expenses incurred by the Applicant in accordance with this Agreement, together with the cost of collection, shall constitute a lien against the Property described in this Agreement and described in the Application. By this Agreement, the Applicant consents to the imposition of a lien and the cost of collection against the Property and represents that the Applicant is authorized to so consent as the owner of the Property or as the authorized agent of the owner.

8. **ENFORCEMENT AND COLLECTION OF EXPENSES.** In the event of the Applicant's breach of this Agreement, all amounts owing shall be due and payable immediately and such amount shall accrue interest at an amount equal to 12% per annum until paid in full. In such event, the Town shall be entitled to and may invoke one or more of the following remedies following the Town's mailing of a letter demanding payment in full to the Applicant:

- a. Postponement, cessation and/or termination of the processing of the Application or any other land use application or approval related to the Property;
- b. Denial of the Application;
- c. Imposition of a condition upon approval that the Applicant pay all Expenses prior to issuance of further approvals, including building permits, for all or any portion of the Property;
- d. Withholding, postponing and/or denying: (1) any building permits for any part or portion of the Property or for any improvement which serves or will provide service to the Property; (2) construction documentation review or approval; (3) grading, road cut or other construction or permit approval; and/or (4) the submission, receipt, processing or approval of any application or request by the Applicant or the Applicant's affiliates for any form of land use or construction application related in any way to the Property;
- e. Refusal or denial of the acceptance of any other application for land use approval or development of any kind for the Property submitted by the Applicant or any other person;
- f. Commencement of any remedy provided by law or equity, including an action for declaratory judgment, injunction and/or damages; and/or
- g. Certification of the lien for collection to the appropriate officials for Gunnison County.

9. **NO IMPLICATION OF APPROVAL.** The Applicant agrees to pay all Expenses, regardless of whether the Town approves or denies the Application. The Applicant understands that the approval of the Application is not, and shall not constitute, consideration for the Applicant's payment in accordance with this Agreement. The Town shall not be estopped or otherwise limited or precluded from denial or conditional approval of the Application by the terms, conditions or obligations of this Agreement.

10. **MISCELLANEOUS PROVISIONS**

- a. No Waiver: A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- b. No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- c. Binding Effect: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives and assigns thereof and shall constitute covenants running with the described Property. To the extent permitted by law, the Applicant and all future successors, heirs, legal representatives and assigns of the Applicant shall be jointly and severally responsible for all terms, conditions and obligations set forth in this Agreement. The Town may, at its discretion, record this Agreement with the Clerk and Recorder for Gunnison County.
- d. 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 the Town and Applicant, 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.
- e. 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 Gunnison County, Colorado.
- f. Attorneys' Fees: If the Applicant breaches this Agreement, the Applicant shall pay the Town's reasonable costs of collection and costs and attorneys' fees incurred in the enforcement of the terms, conditions and obligations of this Agreement, whether or not legal proceedings are instituted.
- g. Assignment and Release: All or part of the rights, duties, obligations, responsibilities or benefits set forth in this Agreement shall not be assigned by the Applicant without the express written consent of the Board of Trustees for the Town of Marble. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities or benefits so assigned, and shall not be effective unless approved by resolution or motion of the Board of Trustees. No assignment shall release the Applicant from performance of any duty, obligation or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Applicant, the Town may, at its sole discretion, require the party assuming any duty, obligation or responsibility of the Applicant to provide to the Town written evidence of financial or other ability or capability to meet the particular duty, obligation or responsibility being assumed by the party.

i. Integration and Amendment: This Agreement represents the entire agreement between the parties regarding the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by the Parties.

j. Incorporation of Exhibits: Unless otherwise stated in this Agreement, exhibits, applications or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes.

k. Applicant Includes Agents: For purposes of incurring expenses, such as but not limited to requesting meetings and submitting reports and studies for Town review, the term "Applicant" shall include any authorized agent, consultant or other person acting on behalf of the Applicant.

l. 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 mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the Town:
Town of Marble
Attn: Town Clerk
322 W. Park St., Marble, CO 81623

If to Applicant:
Carletta J Taylor
Maxwell F. Taylor *Maxwell F. Taylor*

IN WITNESSES WHEREOF, the Town and the Applicant have caused this Agreement to be duly executed as of the dates set forth below.

APPLICANT

By: _____
Date: _____
Print Name: _____
Position/Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Acknowledged before me this 7th day of JUNE, 2017, by
MAXWELL F TAYLOR. My Commission Expires: 03/28/2018.

AND
CARLETTA J TAYLOR

Jade Bible
Notary Public

