

CITY OF STEAMBOAT SPRINGS, COLORADO

RESOLUTION NO. 2023-38

A RESOLUTION APPROVING AN OUT-OF-DISTRICT SEWER SERVICES AGREEMENT BETWEEN MT. WERNER WATER & SANITATION AND SNOW COUNTRY NURSERY.

WHEREAS, the City owns and operates a public sewer system and provides wastewater services to the Mount Werner Water District ("District"); and

WHEREAS, the District entered into an "Out-of-District Sewer Services Agreement" with Back Atcha, LLC; Southshore Plow Service, LLC d/b/a Snow Country Nursery LLC; and James Mitchell Clark (collectively "Owners") for sewer services (attached hereto as Exhibit A); and

WHEREAS, the Owners have been operating with a septic system adjacent to the Yampa River and it is to the benefit of the community and the river that their properties be connected to the City's sewer system; and

WHEREAS, the Owners were approved for a final plat and PUD by Routt County contingent on sewer service and the grant of an easement to the City for an extension of the City's Core Trail on their property; and

WHEREAS, the District is a special connector to the City's sewer system under Ordinance No. 2021 which requires that any expansion of sewer service by the District be approved by the City Council by resolution; and

WHEREAS, Section 25-206 of the Steamboat Springs Revised Municipal Code gives the Steamboat Springs City Council the authority to approve or deny out-of-district water and sewer service requests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO, THAT:

1. Contingent upon Owner's execution of the Core Trail easement previously agreed to in form by the Owner and the City, the City hereby approves the agreement between the District and Owner for wastewater services, and the City agrees to provide sewer services in accord with the terms and conditions of the City's special connectors agreement under Ordinance No. 2021.
2. The City Council President is authorized to sign the Agreement attached

hereto as Exhibit A which shall be provided to the Owner and a copy to Routt County concurrent with the recording of the final plat with the Routt County Clerk and Recorder.

PASSED, ADOPTED AND APPROVED 20th day of June, 2023.

Robin Crossan

**Robin Crossan, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

Exhibit A

RESOLUTION 2023- 3

**AMENDED AND RESTATED RESOLUTION REGARDING OUT-OF-DISTRICT
SEWER SERVICE TO
BACK ATCHA, LLC,
A COLORADO LIMITED LIABILITY COMPANY**

WHEREAS, **Back Atcha, LLC, a Colorado limited liability company**, whose address is 35975 US Highway 40, Steamboat Springs, Colorado, 80487 ("Back Atcha") is the owner of the following described land in Routt County, Colorado, to-wit:

Parcel B:

A tract of land in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 6 North, Range 84 West of the 6th P.M., bounded by a line described as follows:

Beginning at the SW corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28; Thence Northerly 345.21 feet along the West boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; Thence N 87°44'01" E, 630.00 feet; Thence S 00°10'00" W, 345.21 feet to the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; Thence S 87°44'00" W, 630.00 feet along the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Point of Beginning, County of Routt, State of Colorado.

Parcel C:

An easement and right of way for a road, conveyed by Deeds recorded October 9, 1969 in Book 339 at Page 191, and in Book 339 at Page 192 of the Routt County records, to wit:

An easement and right-of-way for a road, for the common uses of the grantor and the grantees, located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 6 North, Range 84 West of the 6th P.M., 30 feet in width, the Northerly boundary of which commences at the Northeast corner of tract conveyed by Deed recorded in Book 335 at Page 631, in the office of the Clerk and Recorder of said Routt County, and runs thence S 87°44'01" W on the North boundary line of said tract to its intersection with the Easterly bank of the Yampa River, excepting therefrom that portion of said easement lying within Parcel B and excepting that portion lying within U.S. Highway No. 40,

County of Routt, State of Colorado.

(Assessor's Schedule Number: R3205603, Parcel No. 936283005)
also known by street and number as: **753 Dougherty Road, Steamboat Springs, Colorado 80487** (hereinafter referred to as the "North Parcel");

Such North Parcel was acquired by Back Atcha by deed from Darell Don Wilson to Back Atcha dated July 27, 2020, and recorded on July 31, 2020, at Reception No. 811959, Routt County Clerk and Recorder's Office; and

WHEREAS, **Southshore Plow Service LLC d/b/a Snow Country Nursery LLC, a Colorado limited liability company**, whose address is 35975 US Highway 40, Steamboat Springs, Colorado, 80487 ("Snow Country Nursery") is the owner of the following described land in Routt County, Colorado, to-wit:

The North 150 feet of the NE1/4NW1/4 of Section 33, Township 6 North, Range 84 West of the 6th P.M., EXCEPT the portion thereof along the East boundary which is within the right-of-way of US Highway 40.

(Assessor's Schedule Number: R3204131, Parcel No. 936332001)
Also known by street and number as: **35975 US Highway 40, Steamboat Springs, Colorado 80487** (hereinafter referred to as the "South Parcel");

Such South Parcel was acquired by Snow Country Nursery by deed from Darell Don Wilson to Snow Country Nursery dated July 27, 2020, and recorded on July 31, 2020, at Reception No. 811958, Routt County Clerk and Recorder's Office; and

WHEREAS, Southshore Plow Service LLC d/b/a Snow Country Nursery is substantially owned and managed by James Mitchell Clark whose address is PO Box 881927, Steamboat Springs, CO 80488 ("Clark"); and

WHEREAS, Back Atcha is substantially owned and managed by Clark; and

WHEREAS, Clark owns an A-Frame building structure on the South Parcel (the "A-Frame") which has been used and occupied for commercial business purposes as offices, including restroom facilities, for the landscaping business of Clark on the South Parcel; and

WHEREAS, The A-Frame on the South Parcel is connected to an on-site septic system (sewer lines, tank, and leach field) on the South Parcel located easterly of and near the A-Frame, for disposal of sanitary sewer from such A-Frame (in all, the "Existing A-Frame Septic System"), and is also connected to a water well, denominated as Well A, located also to the east of the A-Frame (the "Existing A-Frame Well"); and

WHEREAS, There currently exists within the East 120 feet of the North 240 feet of the North Parcel (hereinafter referred to as the "Residential Tract") an old building which is currently unoccupied and not suitable for any occupancy (the "Old Building"), which may have been connected to an on-site waste disposal system on the North Parcel, for disposal of wastewater and perhaps sanitary sewer originally from such Old Building (to the extent such waste disposal system still exists, it is hereinafter referred to as the "Existing Old Building Septic System"), and is also connected to a water well, denominated as Well B, located to the south of the Old Building (the "Old Building Well"); and

WHEREAS, Back Atcha, Snow Country Nursery, and Clark desire and intend in 2023 or later to remove and destroy entirely the Old Building Septic System, to remove and destroy entirely the Existing A-Frame Septic System, and to remove and either destroy or relocate the A-Frame off of its present foundation to a permanent location outside of both the South Parcel and the North Parcel, including removal of the present foundation for such A-Frame on the South Parcel; and

WHEREAS, Back Atcha, Snow Country, and Clark also desire and intend that the Old Building located within the Residential Tract may (but is not required to) remain in its present location without any sanitary or waste water service or potable water service and for storage only, without occupancy for commercial, business, or residential purposes, OR, in the discretion of the

property owner, in 2023 or later, may be destroyed and replaced by, or retrofitted and replaced by, a single residential Secondary Dwelling Unit (the “SDU”) not exceeding 800 square feet for residential occupancy, in full compliance with Routt County zoning regulations regarding Secondary Dwelling Units; and

WHEREAS, Back Atcha, Snow Country, and Clark also desire and intend to construct a new single family residence not exceeding 1800 square feet for residential occupancy within the Residential Tract (the “New Residence”); and

WHEREAS, in connection with the proposed construction of the New Residence and SDU within the Residential Tract, Back Atcha, Snow Country Nursery, and Clark desire and intend in 2023 to connect such New Residence and such SDU to the Old Building Well, and to continue to use such Old Building Well to provide domestic water to such New Residence and to such SDU; and

WHEREAS, Back Atcha, Snow Country Nursery, and Clark desire and intend that such New Residence and such SDU NOT be connected to any Existing Old Building Septic System, but instead propose that such New Residence and such SDU within the Residential Tract be served with central sewage disposal services from the District, by installing a force-main sanitary sewer service line meeting all technical requirements of the District (the “New Snow Country Service Line”) to the existing sewage collection trunk line presently located within Dougherty Road located along and abutting the north boundary of the North Parcel (which now provides sanitary sewage collection services to the Steamboat Christian Center buildings located easterly of the North Parcel (such existing sewage collection trunk line being hereinafter referred to as the “Existing Dougherty Road Sewage Trunk Line”); a Map depicting the general location of all of the above referenced improvements and facilities and the approximate expected location of the New Residence and the Old Building/SDU and the location of the New Snow Country Service Line from such New Residence and Old Building/SDU to the Existing Dougherty Road Sewage Trunk Line, is attached to this Resolution as Exhibit “A”; and

WHEREAS, if Back Atcha or its successor owner of the North Parcel decides in the future to replace or retrofit the Old Building within the Residential Tract to create a qualified Secondary Dwelling Unit, then Back Atcha, Snow Country Nursery, and Clark also desire and intend that such SDU also be served with central sewage disposal services from the District, via the force-main sanitary sewer service line described immediately above; and

WHEREAS, Back Atcha, Snow Country Nursery, and Clark have collectively requested approval from the District for such additional out-of-District sanitary sewer service to the New Residence on the Residential Tract and to a future SDU on the Residential Tract; and

WHEREAS, the District is willing to approve out-of-District sewer service to a New Residence and a future SDU on the Residential Tract, but only upon certain terms and conditions and limitations as hereinafter set forth, and only upon the prior occurrence of certain conditions and obligations as hereinafter set forth; and

WHEREAS, the Board of Directors of the District previously approved in 2022 a Resolution to provide such out-of-District sewer service to only a relocation of the A-Frame on the Residential Tract, and this Resolution amends and, as so amended, restates the decision and resolution of the Board in response to the request from Back Atcha, Snow Country Nursery, and Clark.

NOW, THEREFORE, BEING FIRST DULY INFORMED, THE BOARD OF DIRECTORS DOES HEREBY RESOLVE That the District hereby conditionally commits to make available to a proposed New Residence building on and within the Residential Tract, and to a future SDU on and within such Residential Tract (whether created by replacing or by retrofitting the Old Building on such Tract), the existing central sewage collection trunk/main lines and appurtenances of the District commencing with the Existing Dougherty Road Sewage Trunk Line, and shall serve such New Residence and such SDU with collection of raw sewage and wastewater therefrom, all PROVIDED, however, that such commitment is limited to and conditioned upon and subject to each of the following terms, conditions, limitations, and obligations:

(a) Prior to the commencement of construction of either the New Residence or the SDU on the Residential Tract, Back Atcha, Snow Country Nursery, and Clark (collectively hereinafter referred to as the "Owners") shall collectively negotiate and enter into an "Out-of-District Service Agreement" by which all appropriate provisions and terms and conditions for the sewage collection services of the District to the New Residence and a future SDU on such Residential Tract are set forth and agreed upon, including (but not limited to) the applicable provisions of this Resolution, and such Out-of-District Service Agreement must first be approved by the City Council of the City of Steamboat Springs. The parties commit to negotiate and complete such Out-of-District Service Agreement as soon as practicable, and then jointly submit such Agreement to the City of Steamboat Springs with a request for approval of such Agreement. The parties further agree to make such reasonable changes in such proposed Agreement as may be required by the City. After final execution of such Agreement, it shall be recorded in the real property records of the Routt County Clerk and Recorder. Further, prior to the execution by the District of any such Out-of-District Service Agreement, all planning permits and building permits and use permits for such construction and occupancy of the New Residence, and future construction of a SDU on such Residential Tract, shall be approved by the County of Routt and, as applicable, the City of Steamboat Springs.

(b) As used herein, the "District Engineer" shall mean such professional engineer or engineering firm as may be selected by the Manager of the District to advise the District regarding the engineering aspects of providing sanitary sewer services to the New Residence and any SDU on the Residential Tract within the North Parcel including design and construction of the New Snow Country New Snow Country Sewer Service Line.

(c) The conditional commitment in this Resolution is for central sewage collection services only to one New Residence building and one SDU building (whether by retrofit or by replacement of the Old Building) on the Residential Tract within the North Parcel, and nothing herein shall be regarded as any commitment to provide central municipal water services of the District to such New Residence or such SDU, or to otherwise provide central municipal water

services or central sewage collection services of the District to any other part of the North Parcel or to any part of the South Parcel outside of the Residential Tract.

(d) A single new force main sewer service line and ancillary sanitary sewer grinder/pump facilities and related appurtenances, from the New Residence and the SDU on the Residential Tract to the Existing Dougherty Road Sewage Trunk Line of the District (the "New Snow Country Sewer Service Line") shall be planned, designed, constructed, maintained, repaired, operated, and replaced by the owner of the North Parcel at its sole cost and expense, and not by the District. The District has no obligation whatsoever to construct, maintain, operate, repair, replace, remove, or relocate any part of the New Snow Country Sewer Service Line, or pay any cost or expense in connection therewith. In the future, the owner of the North Parcel shall also be solely responsible for any further extension within the Residential Tract of such New Snow Country Sewer Service Line to serve the one SDU permitted on such Residential Tract. The District Engineer and District personnel shall review and provide comments and conditions for approval of such plans for such New Snow Country Sewer Service Line and its connection to the Existing Dougherty Road Sewage Trunk Line, and all costs and expenses of the District in doing so (including time and expense of District personnel and billings from the District Engineer) shall be billed to and reimbursed and paid by the Owners to the District.

(e) Design, construction, maintenance and operation of the New Snow Country Sewer Service Line, including the grinder/pumping facilities located at or within the New Residence or SDU shall be subject to all terms, limitations and provisions of the Rules, Regulations, Specifications, and Policies of the District in effect from time to time.

(f) Prior to commencement of the construction of a New Residence or SDU on the Residential Tract, the Owners shall at their sole cost prepare and submit to the Manager of the District reasonable assurance to the Manager of the District that the construction and placement, use, and occupancy of the New Residence on the Residential Tract, the future installation of one SDU on such Tract, and the New Snow Country Sewer Service Line, have received all required approvals and permits from the County of Routt and City of Steamboat Springs.

(g) Prior to the commencement of construction of the relocation and siting of the New Residence building on the Residential Tract, the Owners shall also at their sole cost submit two complete copy sets of the final construction plans and specifications of such New Residence and SDU and the New Snow Country Sewer Service Line to the Manager of the District for his prior approval, one set of which may be referred by the Manager to the District Engineer for review and comment. Construction under approved plans shall not commence until such plans and specifications have been approved in writing by the Manager of the District. The Manager shall within a reasonable time and with due diligence review and provide any appropriate comment on such plans and specifications to the Owners. Such plans and specifications shall also include the plans and specifications for (a) remodel of the Old Building, if any, (b) complete removal of any remaining parts of the Old Building Septic System and restoration and clean-up of its site, if any such Old Building Septic System exists, (c) connection of the Old Building Well to the New Residence, and (d) complete removal of the Existing A-Frame Septic System and restoration and clean-up of its site. The New Snow Country Sewer Service Line and

appurtenances, including the grinder/pump located at or within the New Residence, shall all be of a material and minimum size and design and specifications as approved by the Manager of the District. The New Snow Country Sewer Service Line shall have an exterior sewer clean out adjacent and near to the New Residence, accessible by District personnel if necessary. Sewage collection service by the District to the New Residence building is contingent upon the Owners constructing such New Residence building on the Residential Tract and the New Snow Country Sewer Service Line in accordance with the approved plans and District specifications, and in accordance with the Rules and Regulations of the District concerning the design, construction and extension of sewage service systems, and in accordance with this Resolution and the written requirements of the Manager of the District after review of the plans and specifications.

(h) The District has no obligation or duty to accept sewage or wastewater from the New Residence or the New Snow Country Sewer Service Line after construction thereof until such construction and the interconnect of the same with the District Dougherty Road Sewer Trunk Line has been completed, accepted by the Manager of the District, and Owners have performed all requirements of this Resolution. The District has no obligation or duty to accept sewage or wastewater from a SDU either newly created within the Residential Tract or resulting from retrofit of the Old Building within such Tract, after construction thereof until construction and the interconnect of such SDU with an extension of the District Dougherty Road Sewer Trunk Line has been completed, accepted by the Manager of the District, and Owners have performed all requirements of this Resolution.

(i) Within a reasonable period of time after completion of construction, the Owners shall prepare and furnish, at the sole cost of the Owners, to the Manager of the District a complete set of reproducible as-built drawings showing the New Snow Country Sewer Service Line and appurtenances, together with a surveyed location of the same.

(j) The New Snow Country Sewer Service Line shall only serve the New Residence and one future SDU on the Residential Tract, and such Service Line shall not further be extended or expanded to any improvement or building or structure on the North Parcel or the South Parcel other than such New Residence and SDU without a separate resolution of approval of the Board of Directors of the District and without the execution by Owners and the District, and approval by the City Council of Steamboat Springs, of an applicable Amendment/Supplement to the Out-of-District Service Agreement providing for all terms, provisions, limitations, and conditions for such further extension or expansion. The District may refuse to negotiate or enter into any such Amendment/Supplement in its sole discretion.

(k) Prior to preliminary or final acceptance of construction of the New Snow Country Sewer Service Line, and prior to the acceptance of any sewage or wastewater from the New Residence or SDU, and prior to the use by any person of water or sewer appliances or facilities within such New Residence or SDU, the Owners shall complete the full removal of the Existing A-Frame Septic System from the South Parcel (including removal of all pipelines and tanks which provided effluent to such septic system), per the Colorado Water Quality Control Commission, Department of Public Health and Environment, Regulation 43-On-Site Wastewater Treatment System Regulations, and (ii) any remaining parts of the Old Building Septic System from the North Parcel per the same Regulation 43-On-Site Wastewater Treatment System

Regulations, and shall complete the restoration and sanitary clean-up of the locations of each such System acceptable to and approved by the Routt County Department of Environmental Health as evidenced by the written acceptance of such Department directed to the General Manager of the District.

(l) Contemporaneously with the execution by the District and Owners of the Out-of-District Service Agreement, the Owners and any owner of either or both of the Old Building Well and Existing A-Frame Well shall execute, acknowledge, and deliver to the District, in a form prepared by counsel for the District, a binding and permanent option agreement granting to the District the first and sole option to purchase and acquire either or both of such Wells, at a cost of \$100 for each such Well, including in each instance all the water rights and well permit for such applicable Well and all physical piping and pumps for such Well, together with a well site easement of a radius of 10 feet centered on each such Well and a 20-foot wide access easement to the District for access of persons, vehicles, and equipment to such Well and well site easement from Dougherty Road, each such option for each such Well to be exercisable by the District only if and when a Well has ceased to be beneficially used by the owner of any part of the South Parcel or North Parcel located East of the high water line of the Yampa River for a period of 2 consecutive years. Such option shall continue for one of the Wells after proper exercise and acquisition of the other Well. After acquisition of a Well, the District may in its sole discretion either place such Well to beneficial use for the District or any assignee of the District, or may surrender the permit and water rights for, terminate, and close and cap such Well.

(m) All cost and expense, including engineering and design, permitting, construction and testing, of the New Snow Country Sewer Service Line and its appurtenances shall be borne and paid for solely by the Owners. The Owners shall reimburse to the District certain costs of the District billed by the District's Engineer for engineering services related to such project including customary review and consultation with the District regarding the plans and design, and in performing any inspections of such construction. The Owners shall also reimburse the District for all costs billed by the District's attorney for preparation of this commitment Resolution, and for negotiation, preparation and finalization of the Out-of-District Service Agreement for the New Residence and a future SDU as described above, and for negotiation, preparation and finalization of the option described in subsection (l) above. Such reimbursements shall be made within 30 days after billing from the District, and if not so paid by such due date, shall bear interest at 1% per month until paid.

(n) As an out-of-district customer of the District, the owner of the New Residence and the owner of the one SDU permitted on the Residential Tract shall pay to the District the user charge rates for sanitary sewer collection services of the District at 150% of the in-district user charge rates charged by the District from time to time for such services to similarly situated in-district customers. If, however, the District shall amend its Rules and Regulations to provide for different rates of user charges for out-of-district customers or similarly situated out-of-district customers, then such amended rates shall apply to the owner of the New Residence and SDU. In addition, the District is required to charge its customers the City's periodic wastewater treatment user charges, and therefore the owner of the New Residence and SDU shall pay to the District the user charge rate for wastewater treatment services of the City applicable to the New

Residence and SDU at 100% of the in-district user charge rate charged by the District from time to time for such City services to similarly situated in-district customers.

(o) As an out-of-district customer of the District, the owner of the New Residence and the owner of the one permitted SDU shall pay a tap-on fee for central sanitary sewage service to the New Residence building and to the SDU building on the Residential Tract at 150% of the in-district tap-on fee rates charged by the District for such sewer services, calculated at the out-of-district rates in effect at the time of sign-off by the District of a building permit application associated with the construction of the New Residence building or construction of the SDU but no later than commencement of such construction. The Owners shall supply to the District such information regarding the New Residence and SDU as may reasonably be required by the District Manager to compute the amount of the sanitary sewer tap-on fee payable to the District from each building. In addition, the District is required to charge its customers the City's wastewater treatment tap-on fee for new sanitary sewer services provided by the District, and, therefore, the Owners shall pay to the District in cash the amount of the City's wastewater treatment tap-on fee for wastewater treatment services of the City applicable to the New Residence building and the SDU building at the Residential Tract, on a "pass-through" basis at the rate required by the City for such Buildings.

(p) The Out-of-District Service Agreement between the Owners and the District shall contain the firm obligation of the Owners and their respective successors as owners of the North Parcel and the South Parcel to comply at all times with the terms, covenants, provisions, and limitations of the District's Wellhead Protection Plan Resolution as now exists and as previously amended and as may be amended in the future. Such obligation shall be enforceable in the same manner as the District may enforce such obligation against property owners and customers within the boundary of the District. Owners approve and hereby mutually agree to all conditions and limitations contained in a terms letter agreement dated April 26, 2011, between the District and Snow Country Nursery ATTN Clay Rogers, regarding Routt County Permit PP2011-012 (the "4-26-11 Terms Agreement"), by which Snow Country Nursery agreed with the District to certain conditions and limitations on the use and occupancy of the South Parcel in accordance with the District's Wellhead Protection Plan Resolution. Such 4-26-11 Terms Agreement remains in full force and effect notwithstanding any termination or change in the Routt County Permit PP2011-012. The District also reserves the right and authority to modify such 4-26-11 Terms Agreement at any time in the sole discretion of the District as necessary or appropriate in connection with existing and future amendments to the District's Wellhead Protection Plan. The first sentence above in this subparagraph (p) is more expansive in its obligation on the Owners than is contained within such 4-26-11 Terms Agreement.

(q) The Out-of-District Service Agreement between the Owners and the District shall contain the firm obligation of the Owners and their respective successors as owners of the North Parcel and the South Parcel to cooperate with the District in the protection and use of the District's lands and underground water diversion and collection systems and infiltration galleries near and to the north of the North Parcel and to the south of the South Parcel and the production for the benefit of the District and the City of raw water supplies from such lands and diversion/collection systems, and the treatment of such raw water production in the existing and future water treatment plants and facilities on nearby District lands, including the obligation not

to oppose, challenge, or interfere with the actions, governmental filings, water court filings, and other proceedings of the District to develop, improve, permit, use, and protect such production and treatment of water from such diversion/collection, and the construction, modification, expansion, and improvement of raw water treatment plants of the District and/or the City of Steamboat Springs which treat such raw water production.

(r) Snow Country Nursery will grant to the District by Special Warranty Deed, at the time of execution of the Out-of-District Service Agreement, a perpetual easement for the ingress and egress of pedestrians, vehicles, and equipment, 20 feet wide, from the east boundary of the South Parcel adjoining the US Highway 40 ROW at the location generally shown by the "X" on the attached photo exhibit, thence west along the centerline shown generally on the attached photo to a point of curvature to the south and on to the terminus on the south boundary of the South Parcel, adjoining the land owned by the District, at the location also shown generally by the "Z" on the attached photo (the "Easement Grant"). The metes and bounds description of such Easement Grant shall be prepared by a surveyor selected by Snow Country Nursery at the cost of the District. Such Easement Grant shall be personal to the District and its employees, agents, and contractors, for only the purposes of ingress to and egress from the District pump station and buried infiltration gallery located on the District land south of the South Parcel for maintenance, repair, inspection, expansion, alteration, improvement, and monitoring of such pump station and gallery. Such Easement Grant may not be assigned or transferred or licensed to any other person or entity by the District without the prior consent of the owner of the South Parcel. Such Easement Grant shall further provide that if the US Highway 40 access at the location shown as "X" on the attached photo is revoked or limited or moved by the Colorado Department of Transportation or Routt County, such that normal traffic for vehicles of the District into and out of the granted easement from US Highway 40 is impeded, then the owner of the South Parcel and Back Atcha or its successor owner of the North Parcel shall collectively relocate such Easement Grant by recorded agreement to a surveyed alternate route reasonably acceptable to the District which accesses US Highway 40 at the Dougherty Road intersection and continues westerly down Dougherty Road and thence through such North Parcel and South Parcel on a 20-foot wide easement to the exit from the South Parcel into District land at the location generally shown by the "Z" on the attached photo. The Easement Grant shall provide that the District, may, at its cost, maintain and snowplow such Easement Grant in order to permit vehicular access year-round. Either Snow Country Nursery or the District may install fencing and a locked gate along the common boundary between the South Parcel and District land in the general location shown as "Z" on the attached photo, provided that at all times the keys or combination to such lock shall be in the sole possession of the District, and such gate may not restrict full access across such common boundary by the District or its employees, agents, and contractors. Such Easement Grant shall prohibit the parking of vehicles along or within the Easement Grant.

(s) The District will grant to Back Atcha by Easement Deed in form prepared by and acceptable to the District, at the time of execution of the Out-of-District Service Agreement, a perpetual easement within a 15-foot wide strip of land adjoining the south boundary of Lot 1, Willow Green Subdivision Exemption according to the Willow Green Subdivision Exemption plat as recorded at File No. 12955 and Reception No. 540130, Routt County property records, for solely the purpose of the installation, construction, repair, maintenance and reconstruction of a portion of the New Snow Country Sewer Service Line.

(t) Back Atcha, Snow Country Nursery, and Clark shall be solely responsible, at their cost, for obtaining from the Steamboat Christian Center property owner located easterly of the North Parcel, and from any other third party property owners, any and all permissions, licenses, easements, and permits for access to and installation of the New Snow Country Sewer Service Line as may lawfully be required, outside of the District easement to be granted as provided in subparagraph (s) above.

(u) This conditional commitment and agreement is subject to breakdown of facilities, accidents, acts of God, pandemics, emergencies, and governmental intervention and termination of service beyond the control of the District.

APPROVED AND ADOPTED this _____ day of March, 2023, by the Board of Directors of the Mount Werner Water and Sanitation District.

MOUNT WERNER WATER AND SANITATION
DISTRICT

By: _____
President

ATTEST:

General Manager

purpose of the installation, construction, repair, maintenance and reconstruction of a portion of the New Snow Country Sewer Service Line.

(t) Back Atcha, Snow Country Nursery, and Clark shall be solely responsible, at their cost, for obtaining from the Steamboat Christian Center property owner located easterly of the North Parcel, and from any other third party property owners, any and all permissions, licenses, easements, and permits for access to and installation of the New Snow Country Sewer Service Line as may lawfully be required, outside of the District easement to be granted as provided in subparagraph (s) above.

(u) This conditional commitment and agreement is subject to breakdown of facilities, accidents, acts of God, pandemics, emergencies, and governmental intervention and termination of service beyond the control of the District.

APPROVED AND ADOPTED this 24th day of March, 2023, by the Board of Directors of the Mount Werner Water and Sanitation District.

MOUNT WERNER WATER AND SANITATION
DISTRICT

By: _____

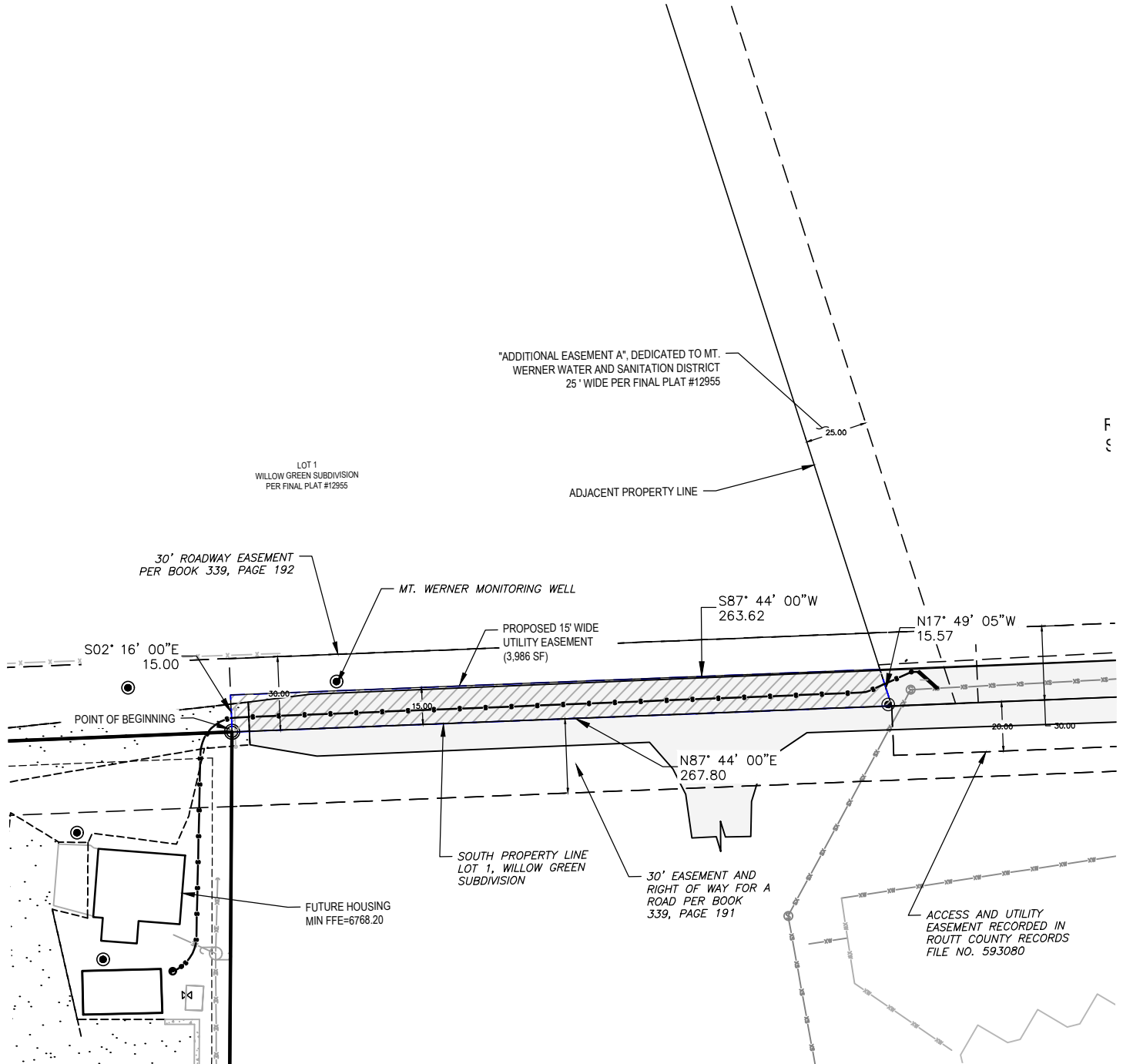
President

ATTEST:

General Manager



EXHIBIT A
ACCESS AND UTILITY EASEMENT WITHIN
LOT 1, WILLOW GREEN SUBDIVISION
LOCATED IN THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 28, TOWNSHIP 6 NORTH,
RANGE 84 WEST OF THE 6TH P.M., CITY OF STEAMBOAT
SPRINGS, ROUTT COUNTY, COLORADO



LOT 1
WILLOWGREEN
SUBDIVISION

DATE: 3-9-2023
JOB NO. 1530-002

Horizontal Scale

1" = 60'

Four Points
Surveying and Engineering



SHEET NO.

1

OF 1