



337 E. Bennett Avenue, Cripple Creek, CO 80813

**CRIPPLE CREEK CITY COUNCIL**

**DECEMBER 6, 2023**

**5:30 PM – REGULAR MEETING**

**IN-PERSON AND ONLINE VIA ZOOM**

**Join City Council Meeting By ZOOM**

**Meeting ID:**

**Passcode:**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENT**

**APPROVAL OF MEETING MINUTES** from the November 15, 2023, Regular Meeting  
**REPORTS**

**City Administrator**

**Finance Director**

**PRESENTATIONS, OATHS & PROCLAMATIONS**

Presentation to Recognize Renee Meuller

**NEW BUSINESS**

- A. Presentation & Recommendations for Allocation of Pioneers in Public Service Funding; Ted Borden, Community of Caring Executive Director
- B. Consider Approval of Resolution 2023-45 Levying General Property Taxes for the Year 2023, to Help Defray the Cost of Government for the City of Cripple Creek, Colorado for the 2024 Budget Year; Paul Harris, Finance Director
- C. Consider Approval of Resolution 2023-46 Summarizing Expenditures and Revenues for Each Fund & Adopting a Budget for the City of Cripple Creek, Colorado, for the Calendar Year Beginning the First Day of January 2024, & Ending on the Last Day of December 2024; Paul Harris, Finance Director
- D. Consider Approval of Resolution 2023-47 Appropriating Sums of Money to the Various Funds & Spending Agencies, in the Amounts for the City of Cripple Creek, Colorado for the 2024 Budget Year; Paul Harris, Finance Director

- E. Consider Approval of Resolution 2023-48 Authorizing the Sale of the Historic Railroad-Trolley Car to the Cripple Creek District Museum & for the Museum to Convey Real Property to the City; Frank Salvato, City Administrator
- F. Consider Approval of Resolution 2023-49 Accepting Utility & Public Access Easements & Authorizing License Agreement; Frank Salvato, City Administrator
- G. Consider Approval of Resolution 2023-51 Supporting the Grant Application for a Comprehensive Plan Grant From the Department of Local Affairs; Frank Salvato, City Administrator
- H. FIRST READING to Consider Approval of Ordinance 2023-16 Annexing the Property Known as the Gibraltar Annexation; Ken Hartsfield, Planning Director
- I. Consider Approval of Resolution 2023-50 Approving a Requested Variance for the Purpose of Constructing a Garage at Certain Real Property Known as 311 Hayden St; Ken Hartsfield, Planning Director
- J. SECOND READING & PUBLIC HEARING: Ken Hartsfield, Planning Director
  - a. Ordinance 2023-14 Amending Ordinance 2022-16 Which Amended Ordinance 2022-01 Which Amended Ordinance 2018-04 Vacating a Portion of Second Street Within the City of Cripple Creek
  - b. Ordinance 2023-15 Amending Ordinance 2022-15 Which Amended Ordinance 2021-02 Which Amended Ordinance 2018-05 Vacating a Portion of an Alley Within the City of Cripple Creek

## **ADJOURNMENT**



## **NOVEMBER 15, 2023, Regular Meeting Minutes**

Mayor Trenary called the Regular meeting of the City Council to order at 5:30 PM and led with the Pledge of Allegiance. City Clerk Gish called roll. Councilman Bowman was absent. Staff present for the meeting were: Frank Salvato, City Administrator; Paul Harris, Finance Director; Malissa Gish, City Clerk; Jeff Mosher, Special Projects Director; Ken Hartsfield, Building Official; Erin Smith, City Attorney; Bud Bright, Police Chief; Joe O'Connor, Fire Chief; Courtney Schuler, Accounting Technician.

### **PUBLIC COMMENT:**

Miriam Mondragon, CC-V School District Superintendent and Mary Bielz, School Board Member thank the City for their help with the success of the sales tax passing.

**Approve Meeting Minutes** from the November 1, 2023, Regular Meeting.

**Motion** by Councilman Litherland and seconded by Mayor Pro Tem Brown to approve the meeting minutes from the November 1, 2023, Regular Meeting. **Motion** passed unanimously.

### **REPORTS**

Salvato reports that Visit Colorado Springs nominated Cripple Creek and presented us with a certificate of nomination for the Legacy of Tourism Award. We were beaten out by the Broadmoor.

Harris has no report.

### **UPDATES**

Kaitlyn Ragsdale, Hunter Perales, and Tony Matarrese from Newmont Mine give a quarterly update.

### **NEW BUSINESS**

#### **FIRST READING of ORDINANCE 2023-13 Amending Sections of the Municipal Code Regarding City Fees & Taxes**

Harris credits Courtney Schuler for doing the leg work on the project; reviewing over 360 pages for dollar amounts to reference. This will allow all city taxes and fees to be in one location in the appendix of the budget.

**Motion** by Councilman Litherland and seconded by Mayor Pro Tem Brown to approve Ordinance 2023-13 Amending Sections of the Municipal Code Regarding City Fees & Taxes on first reading. **Motion** passed.

#### **Consider Approval of Resolution 2023-44 Authorizing the Purchase of Real Property Located at State Highway 67 & Bison Street, Teller County Assessor Parcel Numbers R0019383 and R0019381, Consisting of Approximately .77 Acres, County of Teller, State of Colorado; and Naming Person Authorized to Execute Necessary Documents**

Salvato reminds the council of the discussion during a recent Executive Session regarding this item. CDOT was planning to dispose of the property in front of their maintenance facility. A surveyor was employed to survey the property; a 25' square was surveyed out of lot 24 for them to retain. It will be re-platted. It was appraised at \$104K; the closing costs are \$1217 with a title company in Woodland Park. Salvato has reached out to make certain the property was clean and determined it was. Staff hired a firm to conduct a Phase 1 Environmental Study on the property. This property connects to the city owned property where Schweitzer plans to build a Transportation facility. This gives the City options for future projects.

**Motion** by Mayor Pro Tem Brown and seconded by Councilman Litherland to Approve Resolution 2023-44 Authorizing the Purchase of Real Property Located at State Highway 67 & Bison Street, Teller County Assessor Parcel Numbers R0019383 and R0019381, Consisting of Approximately .77 Acres, County of Teller, State of Colorado; and Naming Person Authorized to Execute Necessary Documents. **Motion** passed.

Consider Approval of a Communication Site Lease Agreement with Teller WiFi

Salvato states this agreement will allow Teller WiFi to place a communication dish and equipment on City property located at the cemetery. They agree to pay \$200 per month for the first year with an annual increase of 5% per 5-year term. Two additional 5-year terms are allowed under this agreement. Teller WiFi will be responsible for utility services and be required to submit proof of insurance. Zach Dunn, Teller WiFi Representative explains it will service Cripple Creek area.

**Motion** by Councilman Litherland and seconded by Mayor Pro Tem Brown to approve a Communication Site Lease Agreement with Teller WiFi. **Motion** passed.

Consider Approval for an Agreement for Economic Inducements & Development Incentives with Yunus Emre (Alex) Ozturk

Hartsfield presents the application for Mr. Ozturk's request for a waiver. Mr. Ozturk states this will be a single-family home that he will occupy. The sewer line will go through the city right of way near the Bronco Billy's parking lot where Eaton is undeveloped at the applicant's expense (apx \$20K) plus hard cost. Applicant will pay the Council approves 100% waiver.

**Motion** by Councilman Litherland and seconded by Mayor Pro Tem Brown to approve an Agreement for Economic Inducements & Development Incentives with Yunus Emre (Alex) Ozturk for 100%. **Motion** passed.

PUBLIC HEARING to Approve Resolution 2023-39 Accepting an Annexation Petition for the Gibraltar Annexation

Hartsfield reminds Council this is for the property at the cemetery on the west side of town. There are approximately 66 acres owned by Gibraltar and approximately 10 acres owned by the city. The city property does not have legal access. Gibraltar owns the property to the east, south, and west of the cemetery. If the annexation is successful, it is anticipated the Gibraltar property will be subdivided so the parcel west of the cemetery is separate from the rest; at that point, the city and Gibraltar will enter into an agreement to exchange the properties. This will allow the cemetery to expand further west. The property Gibraltar is providing has been appraised and is higher in value than anticipated. Gibraltar provided a preliminary development plan for viewing that consists of affordable housing options, and commercial locations. A PUD would need to be processed with all development requirements. It does meet all criteria for approval. The cemetery entrance is owned by a private party and the applicant has had discussions to allow access across the property. Staff recommends approval.

Michael (inaudible last name) 443 S 1<sup>st</sup> St asks about the emergency exit road being open to residents located above. Hartsfield states it is not anticipated the emergency access road will be open to the public; it will be gated. These are still preliminary plans.

**Motion** by Councilman Litherland and seconded by Mayor Pro Tem Brown to close public comment. **Motion** passed.

**Motion** by Mayor Pro Tem Brown and seconded by Councilman Litherland to Approve Resolution 2023-39 Accepting an Annexation Petition for the Gibraltar Annexation with the revision of the title to read a resolution to the city of Cripple Creek accepting an annexation petition making certain findings of fact for the property known as the Gibraltar annexation; strike finding substantial compliance for such petition and setting of public hearing; add a semi colon and the subject property is eligible for

annexation according to the standards set out in CRS 31-12-104 & 105 strike Section 5 and renumber. **Motion** passed.

Consider approval of Amendment to Amended and Restated Development Agreement to Extend Project Completion Date

FHR is requesting an extension to complete the Spa and the parking lot paving until July 15, 2024. It is too cold to lay asphalt. Staff has requested a list of items that are anticipated to not be complete. Hartsfield may need to issue a temporary CO until the items are completed. Baxter Lee GM claims they will be open with the exception of the spa and parking asphalt by December 26, 2023.

**Motion** by Mayor Pro Tem Brown and seconded by Councilman Litherland to approve the Third Amendment to Amended and Restated Development Agreement to Extend Project Completion Date. **Motion** passed.

FIRST READING of Ordinance 2023-14 Amending Ordinance 2022-16 Vacating a Portion of Second Street

**Motion** by Councilman Litherland and seconded by Mayor Pro Tem Brown to approve Ordinance 2023-14 Amending Ordinance 2022-16 Vacating a Portion of Second Street. **Motion** passed.

FIRST READING of Ordinance 2023-15 Amending Ordinance 2022-15 Vacating a Portion of Alley

**Motion** by Mayor Pro Tem Brown and seconded by Councilman Litherland to approve Ordinance 2023-15 Amending Ordinance 2022-15 Vacating a Portion of Alley. **Motion** passed.

Consider Cancelling the December 20, 2023 Regular City Council Meeting

**Motion** by Mayor Pro Tem Brown and seconded by Councilman Litherland to Cancel the December 20, 2023, Regular Meeting. **Motion** passed.

With no other business to be had, Mayor Trenary adjourned the regular meeting at 6:36 PM.

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Malissa Gish, City Clerk

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Melissa Trenary, Mayor

## **RESOLUTION NO. 2023-45**

### **CITY OF CRIPPLE CREEK, COLORADO**

**A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2023, TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE CITY OF CRIPPLE CREEK, COLORADO FOR THE 2024 BUDGET YEAR.**

**WHEREAS, the City Council of the City of Cripple Creek will adopt the annual budget in accordance with the Local Government Budget Law, on December 6th, 2023, and;**

**WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$207,665 and;**

**WHEREAS, the “local growth” percentage for the City of Cripple Creek has been computed to be 34.418%% in accordance with Article 10, Section 20 of the Colorado Constitution, and;**

**WHEREAS, the 2023 valuation for assessment for the City of Cripple Creek as certified by the County Assessor is \$105,117,340.**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO:**

**Section 1. That for the purpose of meeting all general operating expenses of the City of Cripple Creek during the 2024 budget year, there is hereby levied a tax of 1.98 mills upon each dollar of the total valuation of assessment of all taxable property within the City for the year 2023.**

**Section 2. That the City Clerk is hereby authorized and directed to immediately certify to the County Commissioners of Teller County, Colorado, the mill levy for the City of Cripple Creek as hereinabove determined and set.**

**ADOPTED this 6<sup>th</sup> day of December 2023.**

**APPROVED:**

**ATTEST:**

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**Melissa Trenary, Acting Mayor**

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**Malissa Gish, City Clerk**

## **RESOLUTION NO. 2023-46**

### **CITY OF CRIPPLE CREEK, COLORADO**

#### **A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CITY OF CRIPPLE CREEK, COLORADO, FOR THE CALENDAR YEAR BEGINNING THE FIRST DAY OF JANUARY 2024, AND ENDING ON THE LAST DAY OF DECEMBER 2024.**

**WHEREAS, the City Council of the City of Cripple Creek has appointed Finance Director and Budget Officer, Paul Harris, to prepare and submit a proposed budget, to said governing body on September 14<sup>th</sup>, for its consideration, and;**

**WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget, was open for inspection by the public at a designated place, public hearings were held on: October 3<sup>rd</sup>, 4<sup>th</sup>, 18<sup>th</sup>, and November 1<sup>st</sup>, 15<sup>th</sup>, 2023 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;**

**WHEREAS, whatever increases may have been made in the expenditures, like increases were added to revenues or reserve funds used, so that the budget remains in balance, as required by law.**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO:**

**SECTION 1. That the estimated expenditures for each fund are as follows:**

<b><u>General Fund:</u></b>	<b>\$11,497,637</b>
<b><u>Enterprise Funds:</u></b>	
<b>Water Fund/Sewer Fund</b>	<b>\$ 2,872,447</b>
<b><u>Historic Preservation Fund:</u></b>	<b>\$ 1,625,105</b>
<b>Total Expenditures:</b>	<b>\$15,995,189</b>

**SECTION 2. That estimated revenues and reserve funds used for each fund are as follows:**

**General Fund:**

From unappropriated reserves	\$ 46,273
From sources other than property tax	\$10,895,006
From the general property tax levy	<u>\$ 207,665</u>
Total General	\$11,148,944

**Enterprise Fund:**

From unappropriated reserves	\$ 54,007
From sources other than the general tax	<u>\$2,764,434</u>
Total Enterprise	\$2,818,441

**Historic Preservation Fund:**

From unappropriated reserves	\$ 166,500
From sources other than general tax	<u>\$1,292,105</u>
Total Historic Preservation	\$1,458,605

Total from Revenues	\$15,425,990
Total from Unappropriated Reserves	\$ 266,799

**SECTION 3. That the budget as submitted, amended and hereinabove summarized by fund, hereby is approved and adopted as the budget of the City of Cripple Creek for the year stated above.**

**SECTION 4. That the budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the City of Cripple Creek.**

**ADOPTED, this 6<sup>th</sup> day of December 2023**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Melissa Trenary, Acting Mayor

\_\_\_\_\_  
Malissa Gish, City Clerk

## **RESOLUTION NO. 2023-47**

### **CITY OF CRIPPLE CREEK**

**A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS FOR THE CITY OF CRIPPLE CREEK, COLORADO FOR THE 2024 BUDGET YEAR.**

**WHEREAS, the City of Cripple Creek has adopted the annual budget in accordance with the Local Government Budget Law, on December 6<sup>th</sup>, 2023, and;**

**WHEREAS, the City of Cripple Creek has made provision therein for revenues and reserve funds in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;**

**WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City, and;**

**WHEREAS, the City of Cripple Creek will be allocating device fees for 2024 in the following manner: General Fund 100% and Enterprise Fund 0%.**

**WHEREAS, the City of Cripple Creek's water & sewer rates and related for 2024 are listed in the Appendix section of the budget document.**

**WHEREAS, the City of Cripple Creek's fees and tax rates, by department, for 2024 are listed in the Appendix section of the budget document.**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO:**

**That the following sums are hereby appropriated from the revenue and reserve funds, to each fund for purposes stated:**

**General Fund:**

<b>Current Operating Expense</b>	<b>\$10,396,965</b>
<b>Capital Outlay</b>	<b><u>\$ 1,100,672</u></b>
<b>Total General Fund</b>	<b>\$11,497,637</b>

**Enterprise Funds:**

**Water/Sewer Distribution & Collection:**

<b>Current Operating Expense</b>	<b>\$ 701,653</b>
<b>Capital Outlay</b>	<b>\$ 766,300</b>
<b>Debt Service</b>	<b><u>\$ 189,563</u></b>
<b>Total Water/Sewer Dist. &amp; Coll.</b>	<b>\$1,657,515</b>

**Water/Waste Water Treatment:**

<b>Current Operating Expense</b>	<b>\$ 765,369</b>
<b>Capital Outlay</b>	<b>\$ 449,563</b>

Debt Service	<u>-0-</u>
Total Water/Wastewater Treatment	\$1,214,932
Total Enterprise Funds:	\$2,872,447

<u>Historic Preservation Fund:</u>	
Current Operating Expense	\$1,588,105
Capital Outlay	<u>\$ 37,000</u>
Total Historic Preservation Fund	\$1,625,105
Total City Expenditures	\$15,995,189

ADOPTED this 6th day of December, 2023

APPROVED:

ATTEST:

Melissa Trenary, Acting Mayor

Malissa Gish, City Clerk



TO: Mayor & City Council

FROM: Frank Salvato, City Administrator

AGENDA ITEM:

DATE: December 6, 2023

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**REQUEST:** Mayor and Council consider approval of Resolution 2023-48.

**OVERVIEW & ANALYSIS:** This resolution provides for the selling of the Railcar on District Museum (Museum) property (Lot 19) to the Museum. In exchange, the Museum will donate Lot 20 to the City of Cripple Creek, which a majority of the City-owned restroom is located. A small portion of the restroom is located on Lot 19. The Museum will grant an easement to the City for the portion of the restroom located on Lot 19.

**BUDGET IMPACT:** None.

**STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED:** Approve Resolution 2023-48.

## **CITY OF CRIPPLE CREEK**

### **RESOLUTION NO. 2023-48**

#### **RESOLUTION OF THE CITY OF CRIPPLE CREEK AUTHORIZING THE SALE OF THE HISTORIC RAILROAD-TROLLEY CAR TO THE CRIPPLE CREEK DISTRICT MUSEUM AND FOR THE MUSEUM TO CONVEY REAL PROPERTY TO THE CITY**

WHEREAS, the City of Cripple Creek, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, pursuant to § 31-15-101(1)(d), C.R.S., the City has the power to acquire hold, lease, and dispose of property, both real and personal; and

WHEREAS, the Cripple Creek District Museum (“Museum”) is a Colorado nonprofit corporation, located at 500 E. Bennett Avenue in Cripple Creek; and

WHEREAS, the City owns a historic railroad-trolley car (the “Railcar”), shown in the picture attached as Exhibit A, which is currently located on the Museum campus and has been used by the City as a “Welcome Center”; and

WHEREAS, the City constructed and owns a public restroom building substantially located on Lot 20, Block 13, Fremont Addition, City of Cripple Creek, County of Teller, Colorado, shown on Exhibit B, (the “Restroom Property”), which property is currently owned by the Museum; and

WHEREAS, a portion of the public restroom building is located on a portion of Lot 19, Block 13, Fremont Addition, City of Cripple Creek, County of Teller, Colorado, as shown on and more particularly described in Exhibit B, (the “Lot 19 Strip”), which property is currently owned by the Museum; and

WHEREAS, the City desires to sell the Railcar to the Museum; and

WHEREAS, in exchange for the Railcar, the Museum has offered to convey the Restroom Property to the City; and

WHEREAS, the City desires to authorize execution and delivery of an instrument affecting title to the Railcar.

#### **NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK:**

Section 1. The City Council hereby authorizes the sale of the Railcar to the Museum via a Bill of Sale provided that as conditions precedent thereto:

- a. The Museum conveys to the City the Restroom Property via a duly authorized Special Warranty Deed; and

- b. The Museum conveys an easement to the City for the Lot 19 Strip via a duly authorized Grant of Easement.

Section 2. The form of the Bill of Sale shall be substantially in the form attached as Exhibit C. The form of the Special Warranty Deed shall be substantially in the form attached as Exhibit D. The form of the Grant of Easement shall be substantially in the form attached as Exhibit E. “Duly authorized” shall mean approved by the Museum’s governing body.

Section 3. The City will disburse to the Museum any insurance proceeds received by the City for hail damage to the Railcar from the July 8, 2023, hailstorm.

Section 4. Melissa Trenary, as Mayor of the City of Cripple Creek, is hereby authorized to execute and deliver such instruments and agreements described in this Resolution.

Section 5. This Resolution shall be effective upon its adoption.

ADOPTED at Cripple Creek, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Melissa Trenary, Mayor

ATTEST:

\_\_\_\_\_  
Malissa Gish, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Erin Smith  
City Attorney

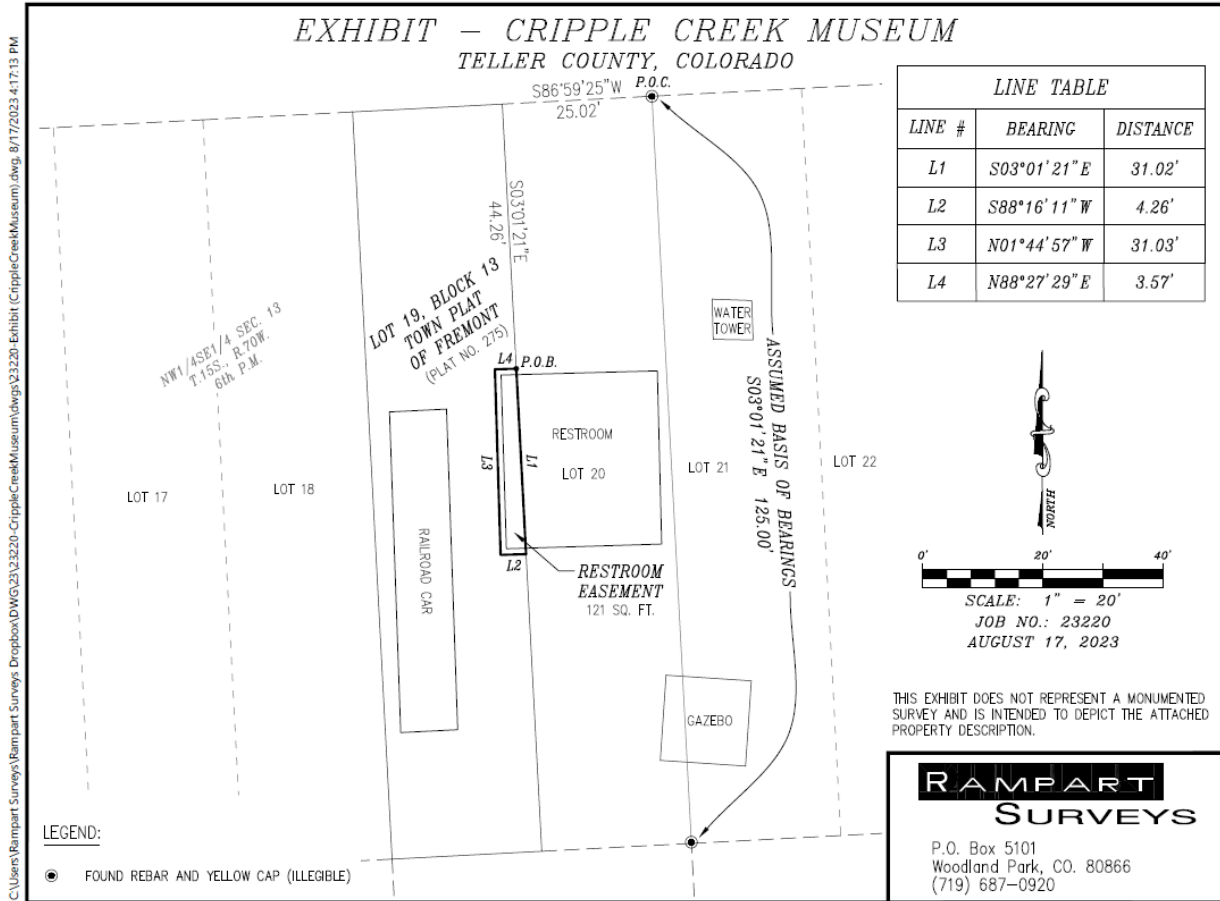
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**EXHIBIT A**  
Railcar (Photograph and Description)



Approximately 20' X 50'

# **EXHIBIT B** **Map of the Restroom Property and Legal Description of Lot 19 Strip**



**Easement:**

A portion of Lot 19, Block 13, as shown on the Town Plat of Fremont, recorded at plat no. 275, dated November 4, 1891, in the official records of the El Paso County (now Teller County) Clerk and Recorder, lying in the Northwest Quarter of the Southeast Quarter of Section 13, Township 15 South Range 70 West of the 6<sup>th</sup> P.M., in the Town of Cripple Creek, Teller County, Colorado, more particularly described as follows;

COMMENCING at the northeast corner of Lot 20 of said Block 13, as monumented by an illegible yellow cap;

WHENCE the southeast corner of said Lot 20, as monumented by an illegible yellow cap, bears S03°01'21"E a distance of 125.00 feet and is the basis of bearing used for this description;

THENCE S86°59'25"W, coincident with the northerly line of said Lot 20, a distance of 25.02 feet;

THENCE S03°01'21"E, coincident with the westerly line of said Lot 20, also the easterly line of said Lot 19, a distance of 44.26 feet to the POINT OF BEGINNING;

THENCE, continuing S03°01'21"E, coincident with said westerly and easterly line, a distance of 31.02 feet;

THENCE S88°16'11"W, a distance of 4.26 feet;

THENCE N01°44'57"W, a distance of 31.03 feet;

THENCE N88°27'29"E, a distance of 3.57 feet to the POINT OF BEGINNING;

Said easement contains 121 square feet more or less.

Prepared by:

Julia S. Keilman PLS 38315

For and on behalf of Rampart

PO Box 5101, Woodland Park, Colorado 80866

Julia@RampartLS.com



**EXHIBIT C**  
Form of Bill of Sale

## BILL OF SALE

The **CITY OF CRIPPLE CREEK, a Colorado statutory municipality** ("Seller"), for and in consideration of Ten Dollars (\$10.00), to it in hand paid at or before the ensealing or delivery of these presents by the **Cripple Creek District Museum ("Museum"), a Colorado nonprofit corporation**, whose address is 500 E. Bennett Avenue in Cripple Creek, Colorado ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto Purchaser, and Purchaser's successors and assigns, the following personal property (the "Property"):

The Railcar that as of the date below is located and situated upon Lot 19, Block 13, Fremont Addition, City of Cripple Creek, County of Teller, State of Colorado.

SELLER MAKES NO AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION AND THE CONDITION, QUALITY, OR PROPERTIES OF THE PROPERTY AND ITS CONTENTS), OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS.

TO HAVE AND TO HOLD the same unto the Purchaser, and Purchaser's heirs, successors, assigns, and personal representatives, forever.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

The CITY OF CRIPPLE CREEK

a Colorado statutory city

By: \_\_\_\_\_

Name: Melissa Trenary

Title: Mayor

**EXHIBIT D**  
Special Warranty Deed

## SPECIAL WARRANTY DEED

**The CRIPPLE CREEK DISTRICT MUSEUM**, a Colorado nonprofit corporation, which has a street address of 500 E. Bennett Avenue, Cripple Creek, Colorado 80813, County of Teller and State of Colorado, (the “Grantor”) for and in consideration of TEN and No/100 Dollars, in hand paid, the receipt and sufficiency of which is hereby acknowledged by the Grantor, hereby sells and conveys unto **The CITY OF CRIPPLE**, a statutory city of the State of Colorado, which has a street address of 337 E. Bennett Avenue, Cripple Creek, Colorado 80813, County of Teller and State of Colorado (the “Grantee”), the following real property in the City of Cripple Creek, County of Teller and State of Colorado, to wit:

LOT 20, BLOCK 13, FREMONT ADDITION, CITY OF CRIPPLE CREEK, COUNTY OF TELLER, STATE OF COLORADO

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained and described premises, with the appurtenances, unto the Grantee and the Grantee’s successors and assigns forever, including all right, title, and interest in all minerals, mineral rights, and substances of every kind and nature on, in, or under all or any portion of the premises, and including without limiting the generality of the foregoing, sand, gravel, petroleum, natural gas, coal, coal gas, bitumens, and hydrocarbons.. The Grantor, for the Grantor and Grantor’s successors and assigns, does covenant and agree that the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the successors and assigns of Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

Exempt from Documentary Fee per §39-13-104(a), C.R.S.



**EXHIBIT E**  
Grant of Easement

**GRANT OF EASEMENT**  
**ON WHICH IS LOCATED A PORTION OF A PUBLIC BUILDING**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the **CRIPPLE CREEK DISTRICT MUSEUM**, a Colorado nonprofit corporation, whose address is 500 E. Bennett Avenue, Cripple Creek, Colorado 80813, (the "Grantor"), hereby grants, bargains, sells and conveys to the **CITY OF CRIPPLE CREEK**, a municipal corporation duly organized and existing under the laws of the State of Colorado, whose address is 337 E. Bennett Ave., Cripple Creek, CO 80813, (the "City"), its successors and permitted assigns, a perpetual, non-exclusive easement and right (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove a public building (the "Improvements"), in, to, through, over, under and across LOT 19, BLOCK 13, FREMONT ADDITION, City of Cripple Creek, County of Teller, State of Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by Grantor and is accepted by Grantee pursuant to the following terms and conditions:

1. The City, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The City, its agents, successors and permitted assigns and the public, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises.

3 The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Grant of Easement may be removed at the sole expense of the City without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design

feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the City's consent may be removed by the City at the expense of Grantor without liability to the City.

4. With the exception of removal of those things enumerated or contemplated in paragraph 3 above, upon completion of its activities, the City, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Grant of Easement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Grant of Easement.

5. The City shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

6. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Grant of Easement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

7. It is expressly acknowledged and agreed that the City shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the City herein. In addition, the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

8. The City agrees that at such time and in the event that the Improvements and/or Easement described herein and the public access granted herein be abandoned by the City by written notice to Grantor; the Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

9. The Grantor warrants, covenants, grants, bargains and agrees to and with the City that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the City in the exercise of the City's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against City in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

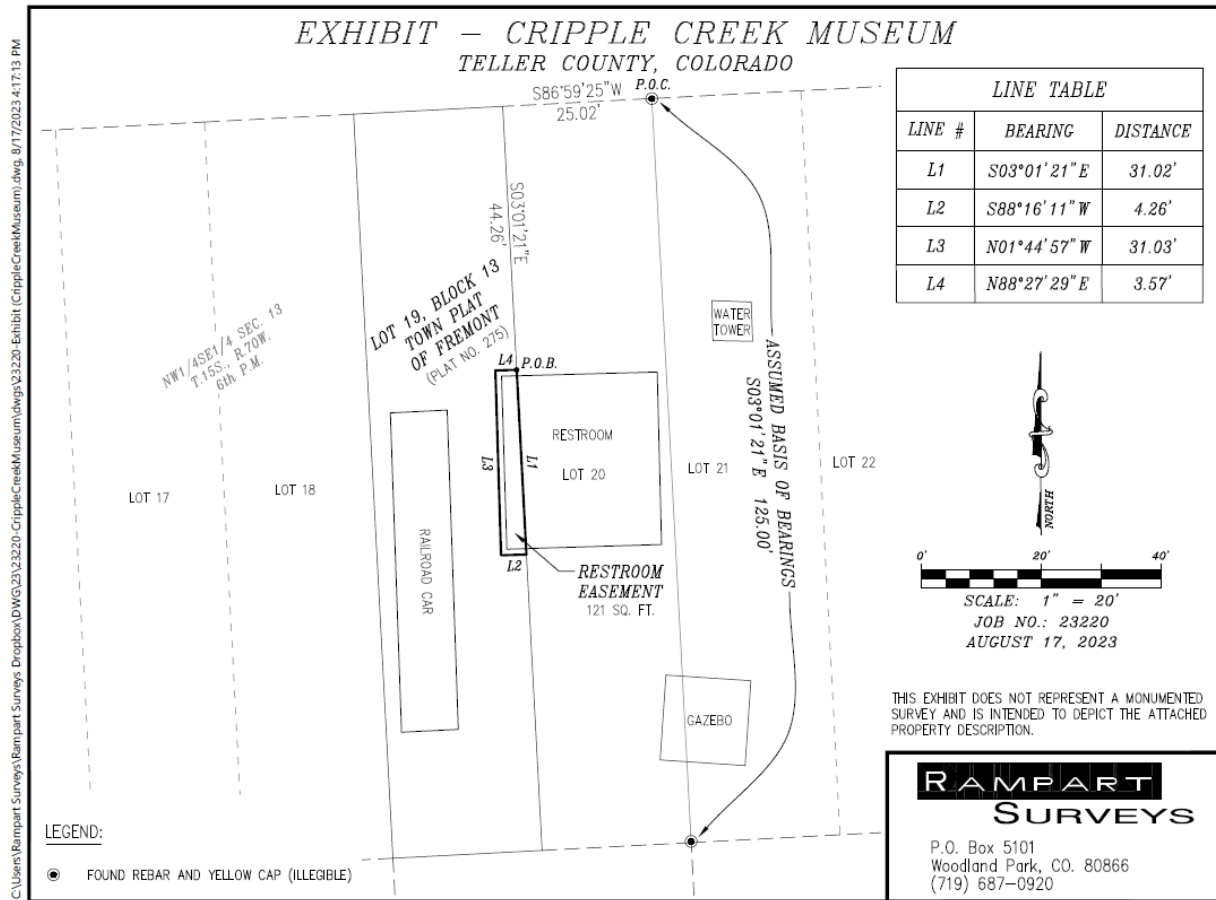
10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the City.

11. The rights and responsibilities set forth in this Grant of Easement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

[Signature pages follow]



**EXHIBIT A**  
**TO GRANT OF EASMENT**  
**Legal Description of Premises**



**Easement:**

A portion of Lot 19, Block 13, as shown on the Town Plat of Fremont, recorded at plat no. 275, dated November 4, 1891, in the official records of the El Paso County (now Teller County) Clerk and Recorder, lying in the Northwest Quarter of the Southeast Quarter of Section 13, Township 15 South Range 70 West of the 6<sup>th</sup> P.M., in the Town of Cripple Creek, Teller County, Colorado, more particularly described as follows;

COMMENCING at the northeast corner of Lot 20 of said Block 13, as monumented by an illegible yellow cap;

WHENCE the southeast corner of said Lot 20, as monumented by an illegible yellow cap, bears S03°01'21"E a distance of 125.00 feet and is the basis of bearing used for this description;

THENCE S86°59'25"W, coincident with the northerly line of said Lot 20, a distance of 25.02 feet;

THENCE S03°01'21"E, coincident with the westerly line of said Lot 20, also the easterly line of said Lot 19, a distance of 44.26 feet to the POINT OF BEGINNING;

THENCE, continuing S03°01'21"E, coincident with said westerly and easterly line, a distance of 31.02 feet;

THENCE S88°16'11"W, a distance of 4.26 feet;

THENCE N01°44'57"W, a distance of 31.03 feet;

THENCE N88°27'29"E, a distance of 3.57 feet to the POINT OF BEGINNING;

Said easement contains 121 square feet more or less.

Prepared by:

Julia S. Keilman PLS 38315

For and on behalf of Rampart

PO Box 5101, Woodland Park, Colorado 80866

Julia@RampartLS.com





TO: Mayor & City Council

FROM: Frank Salvato, City Administrator

AGENDA ITEM:

DATE: December 6, 2023

---

**REQUEST:** Mayor and Council consider approval of Revocable License Agreement to Golden Nugget and accept a Utility Easement and Access Easement from Golden Nugget to the City.

**OVERVIEW & ANALYSIS:** The current street that accesses Gold King Mountain Inn crosses City property. There is no access agreement for this road.

Also, there is no access or utility easements for access to property (approximately 6-acres) to the north of Gold King Mountain Inn currently owned by Merit (Joe Canfora). Staff was working with Merit prior to their sale of the Wildwood Casino/Hotel and Gold King Mountain Inn to Golden Nugget on these easements.

Merit is now considering making improvements to the 6-acres of land. Access and utilities are necessary to make these improvements.

Attached are two easements to the City from Golden Nugget for access and utilities. Also attached is a Revocable License Agreement from the City to Golden Nugget for public access across City-owned property.

**BUDGET IMPACT:** None.

**STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED:** Approve Revocable license Agreement and accept two easements.

**UTILITY EASEMENT AGREEMENT**  
(Lot 2-R, Subdivision Exemption Plat)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, GNCC, LLC, a Nevada limited liability company, whose address is, 1510 West Loop South, Houston, TX 77027, (the "Grantor"), hereby grants, bargains, sells and conveys to the **CITY OF CRIPPLE CREEK**, a municipal corporation duly organized and existing under the laws of the State of Colorado, whose address is 307 E. Bennett Ave., Cripple Creek, CO 80813, (the "City"), its successors and permitted assigns, a perpetual, non-exclusive easement and right (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove certain buried or underground water and sanitary sewer improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Teller County, Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by Grantor and is accepted by Grantee pursuant to the following terms and conditions:

1. The City, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The City, its agents, successors and permitted assigns and the public, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises.

3. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed at the sole expense of the City without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or

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permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the City's consent may be removed by the City at the expense of Grantor without liability to the City.

4. With the exception of removal of those things enumerated or contemplated in paragraph 3 above, upon completion of its activities, the City, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

5. The City shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

6. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

7. It is expressly acknowledged and agreed that the City shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the City herein. In addition, the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

8. The City agrees that at such time and in the event that the Improvements and/or Easement described herein and the public access granted herein be abandoned by the City by

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written notice to Grantor; the Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

9. The Grantor warrants, covenants, grants, bargains and agrees to and with the City that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the City in the exercise of the City's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against City in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the City.

11. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the City, its successors and permitted assigns, as described herein, such determination to be made by the City in its reasonable discretion.

12. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

[Signature pages follow]

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28 day of Nov., 2023


By: Steven L. Scheinthal  
Its: Vice President

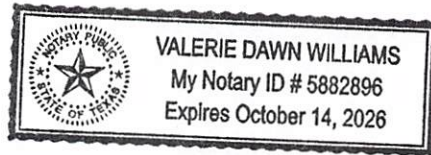
STATE OF COLORADO )  
 )  
COUNTY OF TELLER ) ss.

The foregoing Easement Agreement was acknowledged before me this 28th day of Nov., 2023, by Steven Scheinthal as Vice President of GNCC, LLC.

WITNESS my hand and official seal.

My commission expires:

  
Notary Public



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2023-10-31

**CITY OF CRIPPLE CREEK**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF TELLER            )

The foregoing Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Mayor of the City of Cripple Creek, Colorado.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description of the Premises**

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# EXHIBIT A

## UTILITY EASEMENT

A PORTION OF LOT 2-R, SUBDIVISION EXEMPTION PLAT, BEING A REPLAT OF HAYDEN PLACER COMPANY'S SUBDIVISION, RECORDED IN PLAT BOOK L AT PAGE 66 IN THE CLERK AND RECORDER'S OFFICE OF TELLER COUNTY, CITY OF CRIPPLE CREEK, COUNTY OF TELLER, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING A PORTION OF THE NORTH LINE OF LOT 2-R OF SAID SUBDIVISION TO BEAR NORTH 86°07'07" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 471.62 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT 2-R:

THENCE NORTH 86°07'07" EAST ON SAID NORTH LINE A DISTANCE OF 345.85 FEET;

THENCE SOUTH 03°52'53" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 86°07'07" WEST A DISTANCE OF 80.52 FEET TO THE COMMON LINE OF LOTS 1-R AND 2-R OF SAID SUBDIVISION;

THENCE NORTH 02°54'30" WEST ON THE COMMON LINE OF SAID LOTS 1-R AND 2-R, A DISTANCE OF 28.33 FEET;

THENCE SOUTH 87°05'14" WEST CONTINUING ON THE COMMON LINE OF SAID LOTS 1-R AND 2-R, A DISTANCE OF 266.09 FEET TO EAST RIGHT-OF-WAY LINE OF BISON STREET;

THENCE NORTH 03°04'06" WEST ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 17.18 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINING 9,176 SQUARE FEET OR 0.211 ACRES MORE OR LESS.

## SURVEYOR'S STATEMENT

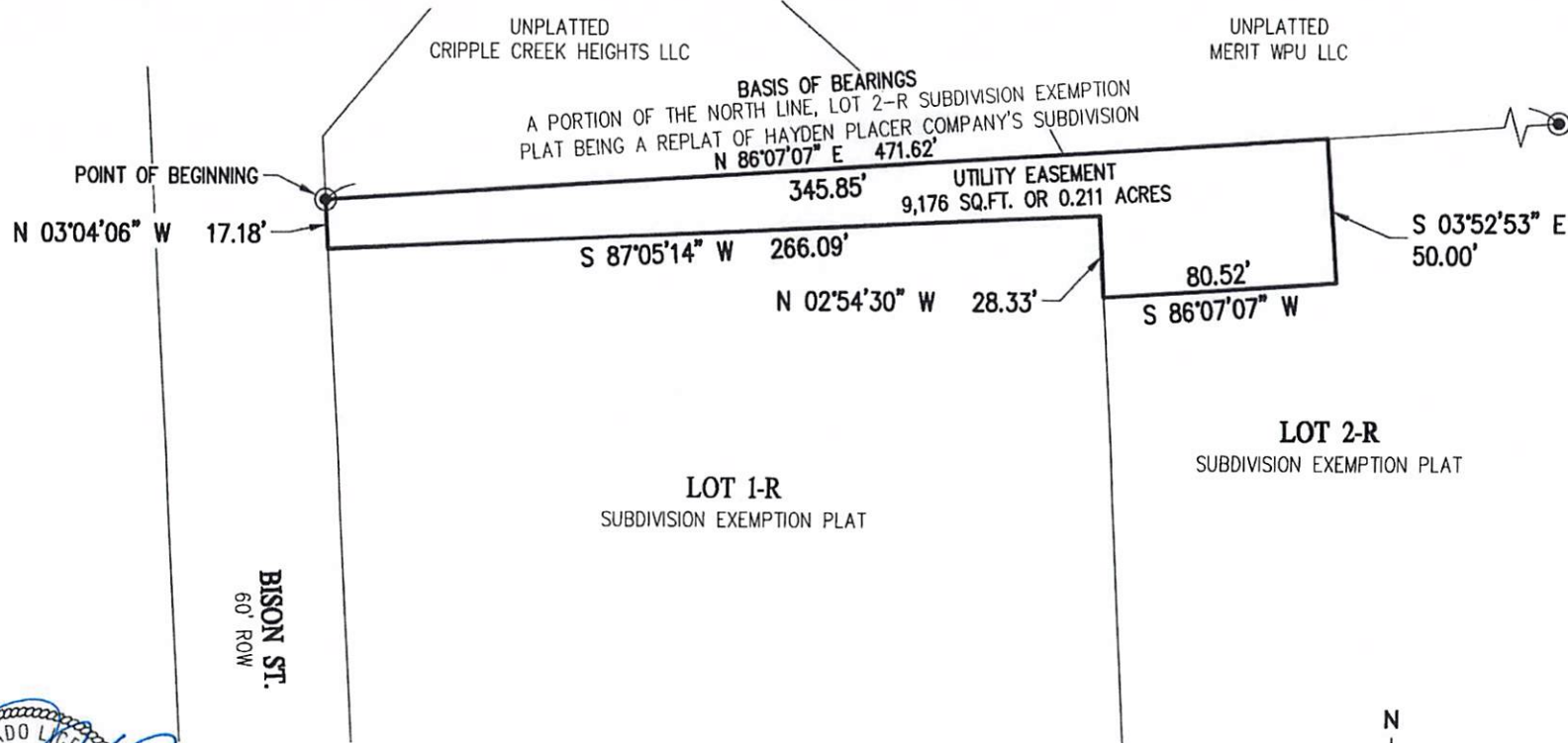
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

\_\_\_\_\_  
AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 38285  
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.  
4862 INNOVATION DRIVE, #100  
FORT COLLINS, COLORADO 80525  
(970) 353-7600

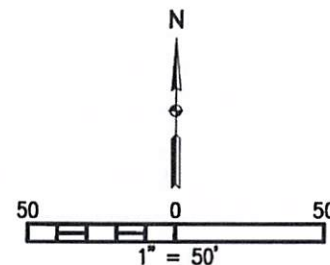


# EXHIBIT A



AARON ALVIN BEMO, PLS  
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
 FOR AND ON BEHALF OF BASELINE CORPORATION

NOTE: THIS EXHIBIT DOES NOT REPRESENT A  
 MONUMENTED LAND SURVEY, IT IS INTENDED ONLY  
 TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



**BASELINE**

Engineering · Planning · Surveying

4807 INNOVATION DRIVE RD. FORT COLLINS, COLORADO 80525  
 P: 970.232.7820 · F: 970.232.7881 · www.baselinecorp.com

DESIGNED BY	DRAWN BY	CHECKED BY	DATE
	TNT	DEW	
CITY OF CRIPPLE CREEK			
COUNTY OF TELLER			
UTILITY EASEMENT			
LOT 2-R, SUBDIVISION EXEMPTION PLAT			
<small>                         DETAIL SUBMITTAL 11/18/22                          DRAWING SIZE 8.5" X 14"                          SURVEY FIRM BASELINE CORP. SURVEY DATE N/A                          JOB NO. CO-19021                          DRAWING NAME 19021 - UTILITY EXHIBITS.dwg                          SHEET 2 OF 2                     </small>			

**CONSENT OF LENDER**

\_\_\_\_\_ (“**Lender**”) is the beneficiary of that certain Deed of Trust, executed by GNCC, LLC a Nevada limited liability company, as grantor, recorded on \_\_\_\_\_, 20\_\_\_\_, at Reception No. \_\_\_\_\_ in the real property records of Teller County, Colorado (the “**Deed of Trust**”), as a lien on the property described therein.

For and on behalf of itself and its successors and assigns, Lender hereby consents to and approves the foregoing Easement Agreement and agrees that the lien of the Deed of Trust is subject and subordinate to the foregoing Easement Agreement.

Dated as of the \_\_\_\_<sup>nd</sup> day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_<sup>nd</sup> day of \_\_\_\_\_, 2023  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**PUBLIC ACCESS EASEMENT AGREEMENT**  
(Lot 2-R, Subdivision Exemption Plat)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, GNCC, LLC, a Nevada limited liability company, whose address is, 1510 West Loop South, Houston, TX 77027, (the "Grantor"), hereby grants, bargains, sells and conveys to the **CITY OF CRIPPLE CREEK**, a municipal corporation duly organized and existing under the laws of the State of Colorado, whose address is 307 E. Bennett Ave., Cripple Creek, CO 80813, (the "City"), its successors and permitted assigns, a perpetual, non-exclusive easement and right (the "Easement") for the benefit of the City and the public, to enter upon, use and utilize the Premises, as hereafter defined, for the purpose of providing public ingress and egress in, to, through, over, under and across the Premises, and for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing and/or removing stormwater drainage, street, curb and gutter improvements and appurtenances thereto (the "Improvements"); in, to, through, over, under and across certain parcels of real property located in Teller County, Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by Grantor and is accepted by Grantee pursuant to the following terms and conditions:

1. The City, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

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3. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign,

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whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed at the sole expense of the City without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the City's consent may be removed by the City at the expense of Grantor without liability to the City.

4. With the exception of removal of those things enumerated or contemplated in paragraph 3 above, upon completion of its activities, the City, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

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6. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

7. It is expressly acknowledged and agreed that the City shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the City herein. In addition, the City shall have the right and authority to grant temporary construction easements or

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license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

8. The City agrees that at such time and in the event that the Improvements and/or Easement described herein and the public access granted herein be abandoned by the City by written notice to Grantor; the Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

9. The Grantor warrants, covenants, grants, bargains and agrees to and with the City that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the City in the exercise of the City's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against City in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the City.

11. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the City, its successors and permitted assigns, as described herein, such determination to be made by the City in its reasonable discretion.

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**CITY OF CRIPPLE CREEK**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF TELLER            )

The foregoing Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Mayor of the City of Cripple Creek, Colorado.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

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**EXHIBIT A**  
**Legal Description of the Premises**

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## EXHIBIT A

### PUBLIC ACCESS EASEMENT

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BASIS OF BEARINGS: ASSUMING A PORTION OF THE NORTH LINE OF LOT 2-R OF SAID SUBDIVISION TO BEAR NORTH 86°07'07" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 471.62 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT 2-R:

THENCE NORTH 86°07'07" EAST ON THE NORTH LINE OF SAID LOT 2-R A DISTANCE OF 345.85 FEET;

THENCE SOUTH 03°52'53" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 86°07'07" WEST A DISTANCE OF 80.18 FEET TO THE COMMON LINE OF LOTS 1-R AND 2-R OF SAID SUBDIVISION;

THENCE NORTH 02°54'30" WEST ON THE COMMON LINE OF SAID LOTS 1-R AND 2-R, A DISTANCE OF 8.32 FEET;

THENCE SOUTH 87°05'14" WEST CONTINUING ON THE COMMON LINE OF SAID LOTS 1-R AND 2-R, A DISTANCE OF 266.09 FEET TO THE EAST RIGHT-OF-WAY LINE OF BISON STREET;

THENCE NORTH 03°04'06" WEST ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 17.18 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINING 7,569 SQUARE FEET OR 0.174 ACRES MORE OR LESS.

### SURVEYOR'S STATEMENT

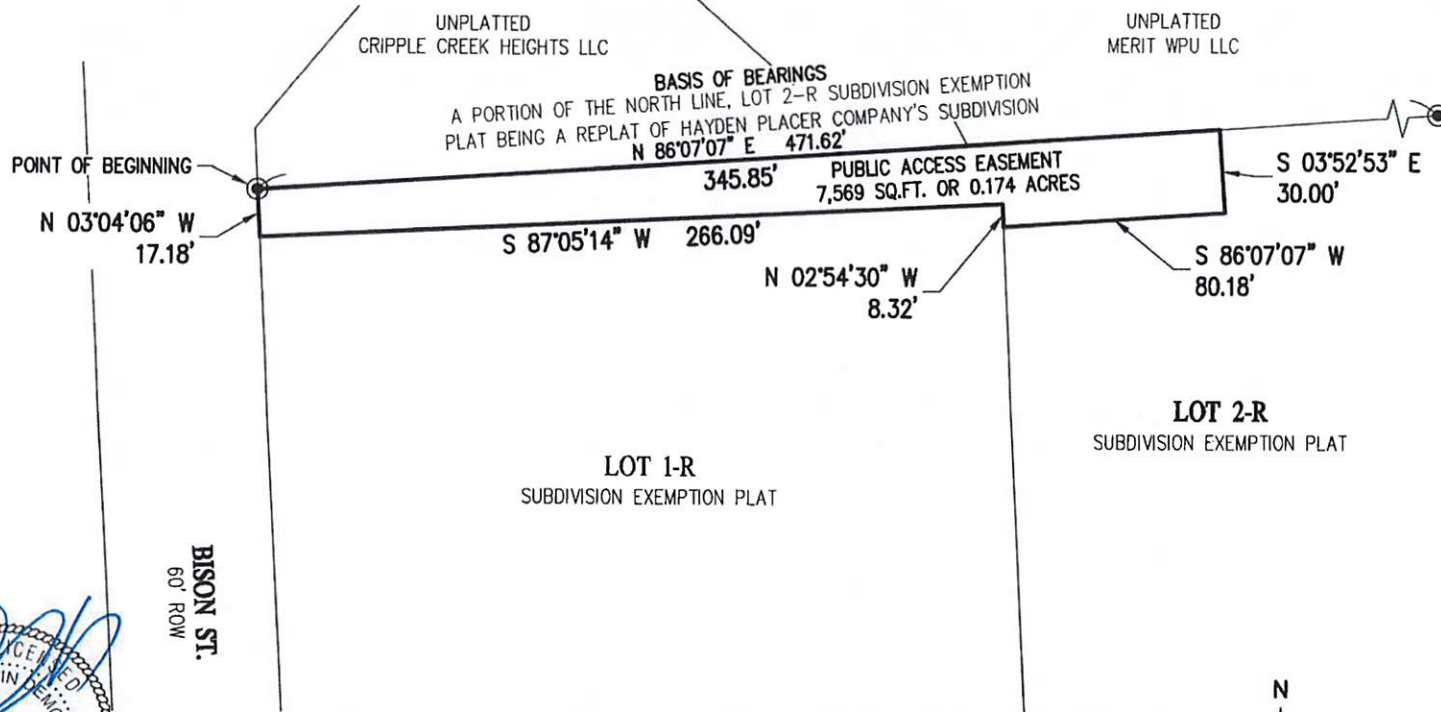
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

\_\_\_\_\_  
AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 38285  
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.  
4862 INNOVATION DRIVE, #100  
FORT COLLINS, COLORADO 80525  
(970) 353-7600

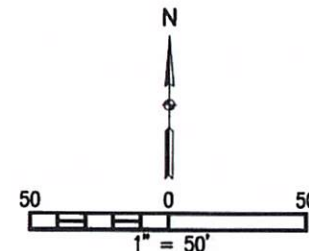


# EXHIBIT A



AARON ALVIN DEMO, PLS  
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
 FOR AND ON BEHALF OF BASELINE CORPORATION

NOTE: THIS EXHIBIT DOES NOT REPRESENT A  
 MONUMENTED LAND SURVEY, IT IS INTENDED ONLY  
 TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



**BASELINE**  
 Engineering • Planning • Surveying

4802 INNOVATION DR SUITE 300 FORT COLLINS COLORADO 80525  
 P. 970.233.1000 • F. 970.233.1001 • www.baselinecorp.com

DESIGNED BY	DRAWN BY	CHECKED BY
	TNT	DEW
COUNTY OF TELLER	PUBLIC ACCESS EASEMENT LOT 2-R, SUBDIVISION EXEMPTION PLAT	
CITY OF CRIPPLE CREEK		
DATE SUBMITTED	11/16/23	
DRAWING SIZE	8.5" x 11"	
SURVEY FIRM	BASELINE CORP.	SURVEY DATE
	N/A	
JOB NO.	CO-19021	
DRAWING NAME	19021 - ACCESS EASEMENTS.dwg	
SHEET	2	OF 2

**CONSENT OF LENDER**

\_\_\_\_\_ (“**Lender**”) is the beneficiary of that certain Deed of Trust, executed by GNCC, LLC a Nevada limited liability company, as grantor, recorded on \_\_\_\_\_, 20\_\_\_\_, at Reception No. \_\_\_\_\_ in the real property records of Teller County, Colorado (the “**Deed of Trust**”), as a lien on the property described therein.

For and on behalf of itself and its successors and assigns, Lender hereby consents to and approves the foregoing Easement Agreement and agrees that the lien of the Deed of Trust is subject and subordinate to the foregoing Easement Agreement.

Dated as of the \_\_\_\_<sup>nd</sup> day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_<sup>nd</sup> day of \_\_\_\_\_, 2023  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

EMS001709  
2023-10-31

**REVOCABLE LICENSE AGREEMENT**  
**PRIVATE ACCESS EASEMENT**  
(Lot 1-R, Subdivision Exemption Plat)

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Cripple Creek, Colorado (the "City") and GNCC, LLC ("Licensee").

For and in consideration of the sum of one dollar (\$1) paid by the Licensee to the City, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. THE LICENSE**

Licensee wishes to use City-owned property specifically described on Exhibit A attached hereto and incorporated herein (the "Property"). Subject to all the terms and conditions hereof, the City hereby grants to Licensee a license to use the Property for the purpose set forth in Section 2 herein.

**SECTION 2. TERMS OF AGREEMENT**

The Property may be used by the Licensee for the sole and exclusive purpose of providing access to Licensee's adjacent property described as Lot 2-R, within the Hayden Placer Company's Subdivision of the Hayden Placer, according to the Exemption Plat recorded August 6, 1992, in Plat Book L. at Page 66, County of Teller, State of Colorado. Nothing herein shall allow, and Licensee is prohibited from, using the Property for parking of vehicles or equipment, or for storage of anything, whether temporary or permanent, or for staging for construction materials.

**SECTION 3. TERMINATION**

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Upon termination the Property shall be returned to its original condition if determined necessary by the City.

**SECTION 4. MAINTENANCE**

Licensee shall, at its own expense, keep and maintain the Property in good condition, free of weeds, mud and rubbish and, within thirty (30) days of termination of this Agreement, shall remove such fixtures if determined necessary by the City.

**SECTION 5. DAMAGE TO PROPERTY**

Licensee shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Licensee, its agents, employees, visitors, patrons and invitees. The City shall notify Licensee immediately upon discovery of any damage to the Property. Licensee shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the City.

EMS0011413  
2023-10-21

## **SECTION 6. INDEMNIFICATION**

Licensee agrees to indemnify and hold harmless the City, its officers, employees and insurers, from and against all liability, claims and demands arising out of the use of the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense, or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

## **SECTION 7. INSURANCE**

Licensee agrees to procure and maintain during the term of this Agreement an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the City as an additional insured thereon. Such insurance policy shall include liability and property damage insurance, with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000.00) aggregate. A Certificate of Insurance showing the City as an additional insured thereon shall be provided to the City within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

## **SECTION 8. NOTICES**

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City:                      City of Cripple Creek  
   Attn: City Administrator  
   307 E. Bennett Ave.  
   P.O. Box 430  
   Cripple Creek, CO 80813

To Licensee:                      GNCC, LLC  
   Attn: Steven L. Scheinthal  
   West Loop South  
   Houston, TX 77027

## **SECTION 9. MISCELLANEOUS**

A.     Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B.     Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

EMS0011413  
2023-10-21

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the City.

F. Governmental Immunity. City, by entering into this Agreement, does not waive any rights or protections it may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

**CITY OF CRIPPLE CREEK**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**(LICENSEE)**

GNCC, LLC

By: Steven L. Scheinthal  
Title: Vice President

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF                     )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this        day  
of \_\_\_\_\_, 2023, by Steven L. Scheinthal as Vice President of GNCC, LLC.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Property Legal Description**

# EXHIBIT A

## REVOCABLE LICENSE FOR PRIVATE ACCESS

A PORTION OF LOT 1-R, SUBDIVISION EXEMPTION PLAT, BEING A REPLAT OF HAYDEN PLACER COMPANY'S SUBDIVISION, RECORDED IN PLAT BOOK L AT PAGE 66 IN THE CLERK AND RECORDER'S OFFICE OF TELLER COUNTY, CITY OF CRIPPLE CREEK, COUNTY OF TELLER, STATE OF COLORADO.

BASIS OF BEARINGS: ASSUMING A PORTION OF THE NORTH LINE OF LOT 2-R OF SAID SUBDIVISION TO BEAR NORTH 86°07'07" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 471.62 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**COMMENCING** AT THE NORTHWEST CORNER OF SAID LOT 2-R:

THENCE SOUTH 03°04'06" EAST ON THE EAST RIGHT-OF-WAY LINE OF BISON STREET, A DISTANCE OF 17.18 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 87°05'14" EAST ON THE COMMON LINE OF LOTS 1-R AND 2-R OF SAID SUBDIVISION, A DISTANCE OF 266.09 FEET;

THENCE SOUTH 02°54'30" EAST CONTINUING ON SAID COMMON LINE A DISTANCE OF 8.32 FEET;

THENCE SOUTH 86°07'07" WEST A DISTANCE OF 94.93 FEET;

THENCE SOUTH 66°57'09" WEST A DISTANCE OF 182.11 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BISON STREET;

THENCE NORTH 03°04'06" WEST ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 72.62 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINING 7,930 SQUARE FEET OR 0.182 ACRES MORE OR LESS.

### SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

---

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 38285  
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.  
4862 INNOVATION DRIVE, #100  
FORT COLLINS, COLORADO 80525  
(970) 353-7600



EXHIBIT A

UNPLATTED  
CRIPPLE CREEK HEIGHTS LLC

UNPLATTED  
MERIT WPU LLC

**BASIS OF BEARINGS**  
A PORTION OF THE NORTH LINE, LOT 2-R SUBDIVISION EXEMPTION  
PLAT BEING A REPLAT OF HAYDEN PLACER COMPANY'S SUBDIVISION

POINT OF COMMENCEMENT

S 03°04'06" E 17.18'

POINT OF BEGINNING

N 03°04'06" W  
72.62'

N 87°05'14" E 266.09'

REVOCABLE LICENSE FOR PRIVATE ACCESS  
7,930 SQ.FT. OR 0.182 ACRES

S 86°07'07" W 94.93'

S 02°54'30" E  
8.32'

S 66°37'09" W 182.11'

LOT 1-R

SUBDIVISION EXEMPTION PLAT

LOT 2-R

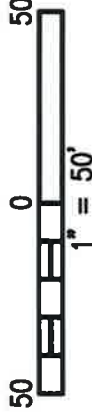
SUBDIVISION EXEMPTION PLAT

BISON ST.  
60' ROW



AARON ALVIN DEMO, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285  
FOR AND ON BEHALF OF BASELINE CORPORATION

NOTE: THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED LAND SURVEY, IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



**BASELINE**

Engineering · Planning · Surveying

4882 INNOVATION DR. SUITE 100 FORT COLLINS, COLORADO 80525  
P: 970.353.7600 · F: 970.679.4864 · www.baselinesurvey.com

DESIGNED BY  
DRAWN BY  
CHECKED BY  
DEW

COUNTY OF TELLER

REVOCABLE LICENSE FOR PRIVATE ACCESS

LOT 1-R, SUBDIVISION EXEMPTION PLAT

DATE SUBMITTED 11/16/22  
DRAWING SIZE 8.5" X 14"  
SURVEY FIRM BASELINE CORP.  
JOB NO. CO-19021  
DRAWING NAME 19021 - ACCESS EXHIBITS.dwg  
SHEET 2 OF 2

**RESOLUTION 2023-49**

**CITY OF CRIPPLE CREEK**

**A RESOLUTION ACCEPTING UTILITY AND PUBLIC ACCESS EASEMENTS AND AUTHORIZING LICENSE AGREEMENT.**

WHEREAS, pursuant to C.R.S. Section 31-15-101(1)(d) the City of Cripple Creek is a Colorado statutory municipality having the power to acquire real property; and

WHEREAS, pursuant to C.R.S. Section 31-15-101(1)(c) the City of Cripple Creek is a Colorado statutory municipality having the power to enter into contracts; and

WHEREAS, the City of Cripple Creek (“City”) desires to memorialize the terms and conditions of a utility easement for City-owned utility facilities (the “Facilities”) occupying certain property owned by GNCC, LLC and a public access easement across certain property owned by GNCC, LLC; and

WHEREAS, the City desires to memorialize the terms and conditions of the grant of a license to Developer for access across City property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:

Section 1. The City Council for the City of Cripple Creek does hereby accept the grants of public access easement and the public utilities easement in accordance with the terms of the Easement Agreements substantially in the form attached hereto as Exhibit A and authorizes the Mayor to execute and directs the City Clerk to record each said Easement Agreement in the records of the Clerk and Recorder for the County of Teller, State of Colorado.

Section 2. The City Council for the City of Cripple Creek does hereby authorize the Mayor to execute the License Agreement attached hereto as Exhibit B.

ADOPTED at Cripple Creek, Colorado, this 6<sup>th</sup> day of December 2023.

CITY OF CRIPPLE CREEK, COLORADO

\_\_\_\_\_  
Melissa Trenary, Mayor

ATTEST:

\_\_\_\_\_  
Malissa Gish, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Erin M. Smith, City Attorney

**EXHIBIT A**  
**EASEMENT AGREEMENTS**

**EXHIBIT B**  
**LICENSE AGREEMENT**

**RESOLUTION 2023-51**

**CITY OF CRIPPLE CREEK**

**A RESOLUTION OF THE CITY OF CRIPPLE CREEK, COLORADO, SUPPORTING  
THE GRANT APPLICATION FOR A COMPREHENSIVE PLAN GRANT FROM THE  
DEPARTMENT OF LOCAL AFFAIRS**

WHEREAS, the City of Cripple Creek has the opportunity to participate in grant funding, provided by the Colorado Department of Local Affairs (“DOLA”) as a part of DOLA’s Comprehensive Plan;

WHEREAS, the City of Cripple Creek supports the DOLA grant application for the Comprehensive Plan updates and,

WHEREAS, The City Comprehensive Plan and Master plan was last updated in June 2009, and does not accurately reflect the current city development and needs for future growth., and

WHEREAS, Full House Resorts agrees to provide \$100,000 in funds to be used in matching funds to DOLA for the Comprehensive Funds Grant to promote Downtown Economic Development, City Branding and Tourism Destination Planning. and

WHEREAS, the City will provide up to \$25,000 in matching funds to DOLA.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF CRIPPLE CREEK, COLORADO, THAT:**

**Section 1.** The City strongly supports the grant application and has appropriated matching funds for a grant with DOLA.

**Section 2.** If the grant is awarded, the City strongly supports the completion of the project to update the City Comprehensive Plan.

**Section 3.** The City authorizes the expenditure of funds necessary to meet the terms and obligations of the grant awarded.

**Section 4.** The project area is regulated by the City and will continue to be regulated by the City for the next 25 years and beyond.

**Section 5.** If the grant is awarded, the City hereby authorizes the Mayor to sign the grant agreement with DOLA.

**Section 6.** This resolution to be in full force and effect from and after its passage and approval.

ADOPTED at Cripple Creek, Colorado, this \_\_\_\_ day of December, 2023.

---

Melissa Trenary , Acting Mayor

ATTEST:

APPROVED AS TO FORM:

---

Malissa Gish  
City Clerk

---

Erin Smith  
City Attorney

# City of Cripple Creek



## **STAFF REPORT PLANNING COMMISSION / CITY COUNCIL December 6, 2023**

**Applicant/Property Owners:** Mike Beattie, Gibraltar PP LLC  
City of Cripple Creek

**Request:** Consider Ordinance for Annexation

**Legal Description:** A Portion of 14-15-70 Pt SE4SW4NE4 Lying SW of  
County Road 1

**Zone District:** A-1 Agricultural, Teller County

**Staff:** Ken Hartsfield, Planning Dept

**Staff Recommendation:** Staff recommends approval of annexation

### **Summary of Request**

Mike Beattie, doing business as Gibraltar PP LLC, and the City of Cripple Creek request approval of an Annexation for certain real property more particularly described in Exhibit A.

### **Analysis Of Annexation and Findings**

The land intended to be annexed spans approximately 66 acres and spans two parcels, which is owned by the applicants. All owners have signed the petition for annexation.

The parcels are within the three-mile annexation area and are contiguous with the city limits of the City of Cripple Creek in accordance with Section 15-1-30 of the Cripple Creek Municipal Code and with C. R. S. 31-12-105.

### **Annexation Process**

This is the process for annexation that applies following the acceptance of a petition for annexation of real property to the City of Cripple Creek (the "City"). The process is controlled by the Municipal Annexation Act of 19b5, C.R.S. § 31-12-101, *et seq.* (the "Annexation Act").

### **Petition for Annexation**

The City Council determined that the petition is in substantial compliance with the petition requirements set forth in the Annexation Act. C.R.S. § 31-12-107(1) (II). Council adoption of a resolution of substantial compliance, on November, 13, 2023 at the regular Council meeting.

C.R.S. § 31-12-107(1)(c).

An annexation map was submitted along with the petition which contained all the pertinent information required per state Statute

C.R.S. § 31-12-107(1)(d).

### **Eligibility for Annexation:**

According to the standards set out at C.R.S. §§ 31-12-104 and -105. A piece of property is eligible for annexation as follows:

- (1) No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City;

**Complies - The perimeter of the subject property is approximately 11,132.32 Linear feet. Approximately 5447.45.00 feet of this perimeter abut the city limits of Cripple Creek. This is in excess of 1/6 of the property perimeter of  $11,132.32 / 6 = 1855.39$  feet.**

- (2) A community of interest exists between the area proposed to be annexed and the City; and

**Complies.**

- (3) The area proposed to be annexed is urban or will be urbanized in the near the future and is integrated or capable of being integrated with the City.

**Complies.**

C.R.S. § 31-12-104. If there is contiguity, it will form the basis for finding that elements 2 and 3 exist, unless two of the following exist:

- (1) Less than fifty percent of adult residents in the area proposed to be annexed use any of the recreational, civic, social, religious, industrial, or commercial facilities of the City and less than twenty-five percent of these adult residents are employed in the City;

**There are not persons currently residing in the area to be annexed. This does not apply.**

(2) At least one-half of the land proposed to be annexed is agricultural, and landowners constituting at least one-half of the total area express, under oath, an intention to devote the land for agricultural use for at least five years; or

**The land is currently zoned by Teller County as Agricultural, but owners are proposing a mix of residential, commercial and Preserve as future uses. The property is not proposed to be agricultural following annexation.**

(3) It is impractical to extend to the proposed area those urban services the City provides to all its citizens and upon the same conditions.

**The area can be reasonably served with city services upon the same conditions as provided to all its Citizens. Utility extensions will be the responsibility of the developers**

IV. Furthermore, the following, among others, are some additional limitations imposed upon every annexation:

(1) No land held in identical ownership may be divided into separate parcels without the consent of the landowner.

**No property will be subdivided by this annexation.**

(2) No land held in identical ownership that comprises 20 acres with improvements valued over \$200,000 may be included without consent of the owner.

**The owners have consented to the inclusion of all 79.97 acres.**

(3) If an annexation will result in the detachment of an area from a school district and removal to another school district, the petition must be accompanied with a resolution of the school district to which the land will be attached approving the annexation.

**There will be no detachment from a school district or removal to another school district.**

(4) The parcel cannot extend the City boundary more than three miles in one year.

**The parcel will not extend the City boundary past three miles.**

- (5) If any portion of a platted street or alley is annexed, the entire width must be included in the area annexed.

**No existing streets are proposed to be annexed.**

C.R.S. § 31-12-105.

#### Ordinance

If the City Council determines to annex the property, it may do so by then adopting an annexation ordinance. However, unless the conditions upon which the annexation will be completed have been agreed to by 100 percent of the landowners, the question of annexation must be set for an election, which would take place according to C.R.S. § 31-12-11 2. C.R.S. § 31-12-111.

**All property owners are in agreement with the annexation ordinance. The question of annexation will not need to be set for an election.**

#### Annexation Agreement

Municipalities often enter into annexation agreements with the owner of property sought to be annexed. Annexation agreements are contracts in which the municipality agrees to annex property on certain mutually acceptable terms and conditions. In a standard annexation agreement, the property owner will agree to dedicate and improve roads and construct required Public improvements. The municipality will agree to provide water and sanitary sewer to the annexed lands and zone the property in a certain manner. In general, there is absolutely no limitation upon the terms and conditions an annexation agreement may contain. Annexation agreements are clearly authorized by the Act. See C.R.S. §§ 31-12-112(2) and -121. Further, the Colorado Supreme Court has recognized the ability of municipalities to enter into annexation agreements. *See City of Colorado Springs v. Kittyhawk Development Corp.*, 392 P.2d 467, 544-45 (Colo. 1964).

#### Notification

The annexing municipality shall:

- (I) File one copy with of the annexation map with the original of the annexation ordinance in the office of the clerk of the annexing municipality;
- (II) File for recording three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the

county clerk and recorder of each county affected. CRS 31-12-113 2(a)(I)-(II).

#### Zoning of Property to be Annexed.

If annexation is approved, the newly annexed land must be zoned within ninety (90) days of annexation, and the City may institute zoning procedures concurrent with the annexation at any time following the adoption of the resolution of substantial compliance. C.R.S. § 31-12-115. However, the zoning will not be effective until the annexation ordinance becomes effective, *Id.*, and the effective date of an annexation depends on the date certain required filings are made. No annexation is effective until an annexation map and ordinance has been properly filed with the County as required by C.R.S. § 31-12-113(2). Often, to accommodate this dual process, an annexation agreement will permit the landowner to withdraw the annexation petition if the desired zoning does not occur. At the same time, the municipality will agree to not file and, therefore, not finalize, an annexation unless the desired zoning is granted.

Initial zoning of the annexation is proposed to be R-2 Limited residential. A subsequent submittal for a PUD Planned Urban Development is anticipated. Property immediately to the west of the Cemetery will be zoned PR Preserve.

#### **Next Steps**

1. First reading of Annexation Ordinance on December 6, 2023.
2. Publish Annexation Ordinance.
3. Second reading and Public Hearing on Annexation Ordinance on January 3, 2024
4. City Clerk will sign Certificate of Annexed Plat, keeping original Annexation Ordinance and one copy of the annexation map.
5. Three certified copies of the Annexation ordinance and map, containing legal description, to be filed for recording with the County Clerk & Recorder.
6. Effective date of annexation.
7. After the Effective Date of Annexation, the City sends instruction letter to County Clerk that the County Clerk & Recorder shall file one certified copy of the annexation ordinance and map with the Division of Local Government of the Colorado Department of Local Affairs and one certified copy of the annexation ordinance and map with the Department of Revenue.
8. Annexed property must be zoned by ordinance within ninety (90) days of the Effective Date of Annexation.

**Staff Recommendation**

The requested annexation meets the criteria as described in Section 15-1-30 of the Cripple Creek Municipal Code. Staff recommends approving the First reading of the Gibraltar annexation Ordinance with the second reading and public hearing to be scheduled for January 3, 2024.

Exhibit A

Legal Description:

The surface only of:

All of Blocks 1, 2, 3, 4, 5, 15, 16, 17, 18, 31, 32, 33, 34, 44, 45, 46, 47 and 48 together with all avenues, streets and alleys lying in and between said blocks; and also those avenues, streets and alleys adjoining Block 44 through 48 inclusive on the South; and also all those avenues, streets and alleys adjoining Blocks 1 through 16, 17, 32, 33 and 48 inclusive on the West; and also those avenues, streets and alleys adjoining Blocks 1, 2, 3, 4, and 5 inclusive on the North, all in Mt. Pisgah Cemetery now vacated; also described as follows:

The surface only of the following described portion of Section 14, Township 15 South, Range 70 West of the 6<sup>th</sup> P. M., Teller County, Colorado:

The SE 1/4 of the SW 1/4 of the NE 1/4 lying Southwesterly of the County Road, excepting therefrom Mt. Pisgah Cemetery Access Road.

The E 1/2 of the NW 1/4 of the SE 1/4; the SW 1/4 of the NW 1/4 of the SE 1/4; the S 1/2 of the NE 1/4 of the SW 1/4; The NE 1/4 of the NE 1/4 of the SW 1/4 and the SE 1/4 of the SE 1/4 of the NW 1/4, excepting from all of the foregoing described property the Mt. Pisgah Cemetery which is more particularly described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 14, Township 15 South, Range 70 West of the 6<sup>th</sup> P.M., (said Northeast corner noted as being identical with corner No. 4 of J.S. Mineral Survey No. 8836, A.M., "Thelma"); thence S 1 degree 16 minutes W 661.14 feet along line 4 – 5 of said mineral survey; thence S 89 degrees 23 minutes W 646.4 feet to the point of beginning; thence S 80 degrees 23 minutes W 968.9 feet; thence S 9 degrees 45 minutes W 401.95 feet; thence S 00 degrees 40 minutes E 163.98 feet; thence S 12 degrees 21 minutes E 775.6 feet; thence N 89 degrees 23 minutes E 827.4 feet; thence N 1 degree 48 minutes 48 seconds E 1319.95 feet to the point of beginning, EXCEPT that portion as described in Quit Claim deed recorded May 13, 2008 at Reception No. 617436 and in Decree Quieting Title recorded September 26, 2012 at Reception No. 656732 as corrected by Quitclaim Deeds recorded January 21, 2022 at Reception No. 747082 and Reception No. 747083.

And EXCEPT the following described parcel:

A parcel of land in the SE1/4SW1/4NE1/4 Section 14, Township 15 South, Range 70 West of the 6<sup>th</sup> P. M., Teller County, Colorado, lying East of the Mt. Pisgah Cemetery as monumented and shown on Land Survey Plat Book 7S at Page 97 at Reception Number 0000821 and West of Teller County Road No. 1 Described as follows:

Beginning at the Northeast corner of said Mt. Pisgah Cemetery.

Thence S 2 Degrees 3 minutes 15 seconds W a distance of 224.44 feet along the East line of said Mt. Pisgah Cemetery to the North Easement line to said cemetery;

Thence North 69 degrees 49 minutes 17 seconds a distance of 358.22 feet a said North easement line to intersect the Westerly Right of Way Line of Teller County No. 1;

Thence along a curve to the LEFT, having a radius of 590.72 feet, a delta angle of 11 degrees 47 minutes 29 seconds, an arc distance of 121.57 feet and whose long chord bears N 32 degrees 18 minutes 40 seconds W a distance of 121.36 feet to intersect the north line of said SE1/4SW1/4NE1/4;

Thence S 89 degrees 36 minutes 4 seconds W a distance of 263.33 feet to the point of beginning.

County of Teller, State of Colorado





**CITY OF CRIPPLE CREEK, COLORADO**

**ORDINANCE NUMBER 2023-16**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK  
ANNEXING THE PROPERTY KNOWN AS THE GIBRALTAR ANNEXATION**

WHEREAS, Resolution 2023-39, making certain findings of fact regarding eligibility for annexation of the property known as the Gibraltar Annexation (the “Property”), as described therein and in Exhibit A attached hereto and made a part hereof, was previously adopted by the City Council on November 15, 2023; and

WHEREAS, the City Council has determined that it is in the best interests of the City to annex the Property to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:

Section 1. The City Council hereby incorporates the findings of Resolution 23-39 and further finds that it is in the best interests of the City to annex the Property to the City.

Section. 2. The annexation of the Property is conditioned upon the parties entering into an Annexation Agreement.

Section 3. The Property, more particularly described in Exhibit A is hereby annexed to the City of Cripple Creek and made a part of said City, to be known as the Gibraltar Annexation, which annexation shall become effective upon completion of the conditions contained in Section 31-12-113, C.R.S., including, without limitation, all required filings for recording with the Teller County Clerk and Recorder, and completion of the requirement in Section 2 above.

Section 4. In annexing the Property to the City, the City does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets or any other services or utilities in connection with the Property hereby annexed except as may be provided by ordinances of the City.

PASSED ON THE FIRST READING AND ORDERED PUBLISHED THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2023.

---

Malissa Gish, City Clerk

PASSED ON SECOND READING AND ADOPTED BY THE CITY COUNCIL THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Approved: \_\_\_\_\_  
Melissa Trenary, Mayor

Attested: \_\_\_\_\_  
Malissa Gish, City Clerk

Approved as to form: \_\_\_\_\_  
Erin Smith, City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION

The surface only of:

All of Blocks 1, 2, 3, 4, 5, 15, 16, 17, 18, 31, 32, 33, 34, 44, 45, 46, 47 and 48 together with all avenues, streets and alleys lying in and between said blocks; and also those avenues, streets and alleys adjoining Block 44 through 48 inclusive on the South; and also all those avenues, streets and alleys adjoining Blocks 1 through 16, 17, 32, 33 and 48 inclusive on the West; and also those avenues, streets and alleys adjoining Blocks 1, 2, 3, 4, and 5 inclusive on the North, all in Mt. Pisgah Cemetery now vacated; also described as follows:

The surface only of the following described portion of Section 14, Township 15 South, Range 70 West of the 6th P. M., Teller County, Colorado:

The SE 1/4 of the SW 1/4 of the NE 1/4 lying Southwesterly of the County Road, excepting therefrom Mt. Pisgah Cemetery Access Road.

The E 1/2 of the NW 1/4 of the SE 1/4; the SW 1/4 of the NW 1/4 of the SE 1/4; the S 1/2 of the NE 1/4 of the SW 1/4; The NE 1/4 of the NE 1/4 of the SW 1/4 and the SE 1/4 of the SE 1/4 of the NW 1/4, excepting from all of the foregoing described property the Mt. Pisgah Cemetery which is more particularly described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 14, Township 15 South, Range 70 West of the 6th P.M., (said Northeast corner noted as being identical with corner No. 4 of J.S. Mineral Survey No. 8836, A.M., "Thelma"); thence S 1 degree 16 minutes W 661.14 feet along line 4 – 5 of said mineral survey; thence S 89 degrees 23 minutes W 646.4 feet to the point of beginning; thence S 80 degrees 23 minutes W 968.9 feet; thence S 9 degrees 45 minutes W 401.95 feet; thence S 00 degrees 40 minutes E 163.98 feet; thence S 12 degrees 21 minutes E 775.6 feet; thence N 89 degrees 23 minutes E 827.4 feet; thence N 1 degree 48 minutes 48 seconds E 1319.95 feet to the point of beginning, EXCEPT that portion as described in Quit Claim deed recorded May 13, 2008 at Reception No. 617436 and in Decree Quieting Title recorded September 26, 2012 at Reception No. 656732 as corrected by Quitclaim Deeds recorded January 21, 2022 at Reception No. 747082 and Reception No. 747083.

And EXCEPT the following described parcel:

A parcel of land in the SE1/4SW1/4NE1/4 Section 14, Township 15 South, Range 70 West of the 6th P. M., Teller County, Colorado, lying East of the Mt. Pisgah Cemetery as monumented and shown on Land Survey Plat Book 7S at Page 97 at Reception Number 0000821 and West of Teller County Road No. 1 Described as follows:

Beginning at the Northeast corner of said Mt. Pisgah Cemetery;

Thence S 2 Degrees 3 minutes 15 seconds W a distance of 224.44 feet along the East line of said Mt. Pisgah Cemetery to the North Easement line to said cemetery;

Thence North 69 degrees 49 minutes 17 seconds a distance of 358.22 feet a said North easement line to intersect the Westerly Right of Way Line of Teller County No. 1;

Thence along a curve to the LEFT, having a radius of 590.72 feet, a delta angle of 11 degrees 47 minutes 29 seconds, an arc distance of 121.57 feet and whose long chord bears N 32 degrees 18 minutes 40 seconds W a distance of 121.36 feet to intersect the north line of said SE1/4SW1/4NE1/4;

Thence S 89 degrees 36 minutes 4 seconds W a distance of 263.33 feet to the point of beginning.

County of Teller, State of Colorado

# City of Cripple Creek



## STAFF REPORT CITY COUNCIL December 6th, 2023

**Property Owners:** Christopher Hansen  
**Request:** Approval of a variance to allow the construction of a Garage larger than half the size of the house  
**Location:** Lots 15- 19, Block 9 Fremont Addition (311 Hayden Street)  
**Zone District:** R-2 Limited Residential  
**Staff:** Ken Hartsfield, Planning Dept

### Summary of Request

Christopher Hansen (“Applicant”/“Owner”) has requested a Variance for the construction of a 750 square foot Garage on the property at 311 Hayden Street. The Garage will need a variance for its construction.as follows:

#### Change the Accessory Structure Size Allowance

The Development Code states that accessory structures cannot be more than 50% of the primary structure’s size, measured in square footage. The primary structure on this lot is a 1068 square foot residence and the proposed carport is 750 square feet. This means the carport would be 71% of the primary structure’s size exceeding the 50% size limit per Code..

### Site Description

The property is 0.35 acres located at the on the west side of the North end of Hayden Street The land slopes to the south and west. There is currently a 1068 sf single family house on the property.

### Analysis of Variance

- a) The request is composed of a combination of benefits to the community’s residents, visitors, and economy and the unique characteristics of the project not anticipated by the regulations;

**The request will benefit the Applicants by allowing the construction of a garage large enough to shelter two vehicles. It will not provide a significant benefit to the rest of the community’s residents, visitors, or economy but will not have a negative impact to the surrounding area.**

- b) The request will not overburden public infrastructure or services in the proposed location;

**The request will not overburden public infrastructure or services in the proposed location.**

- c) The proposed building and site design on the subject property, when compared with the uses or standards permitted by right in the zoning district, will not be detrimental to existing or planned adjacent uses;

**The subject property is large enough to accommodate the garage while meeting the required setbacks. There is no set size limit for accessory structures. The size is limited by the size of the house. The garage is larger than intended by the development code based on the size of the existing house but is reasonable for the use and location.**

- d) The proposal meets or exceeds the standards of the applicable zoning district except for the specific characteristics requiring relief from the standards of the zone district.

**The proposal requires a variance from the standards of the zone district for the size of the proposed garage. The proposed garage meets or exceeds the other standards of the zone district.**

- e) The proposed or imposed additional design standards, that are otherwise not applicable in the zoning district are adequate to ensure compatibility with the surrounding area and to prevent any potential harm to the public health, safety, or general welfare;

**The proposed development will not adversely impact the public health safety or welfare.**

- f) The specific application of the request to the site supports the Intent and Applicability of the zoning district and does not compromise the Intent and Applicability of any adjacent zoning districts;

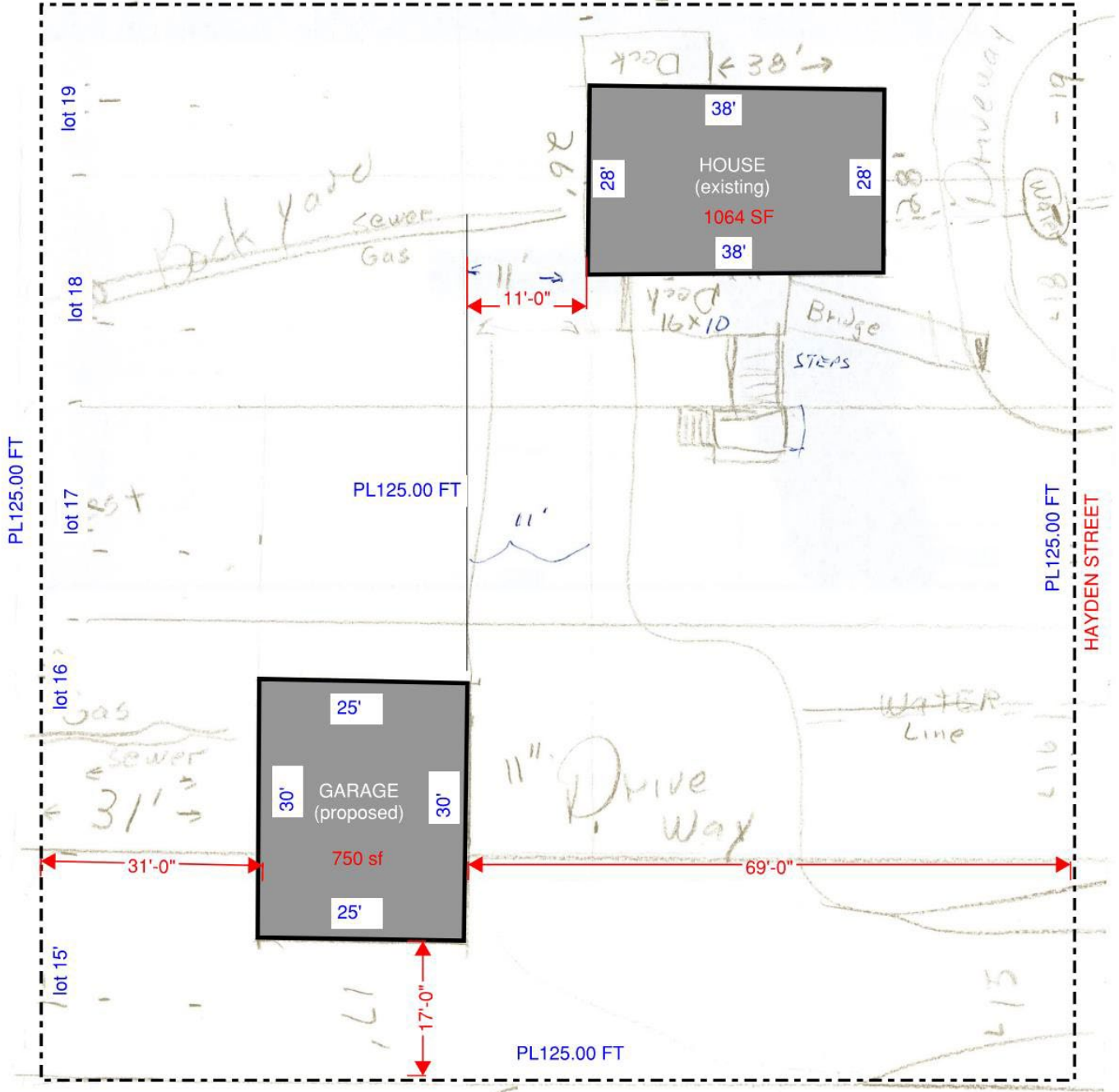
**The R2 district is intended for moderate to higher density residential dwellings in a neighborhood setting. The proposed development is consistent with the intent and applicability of the zoning District.**

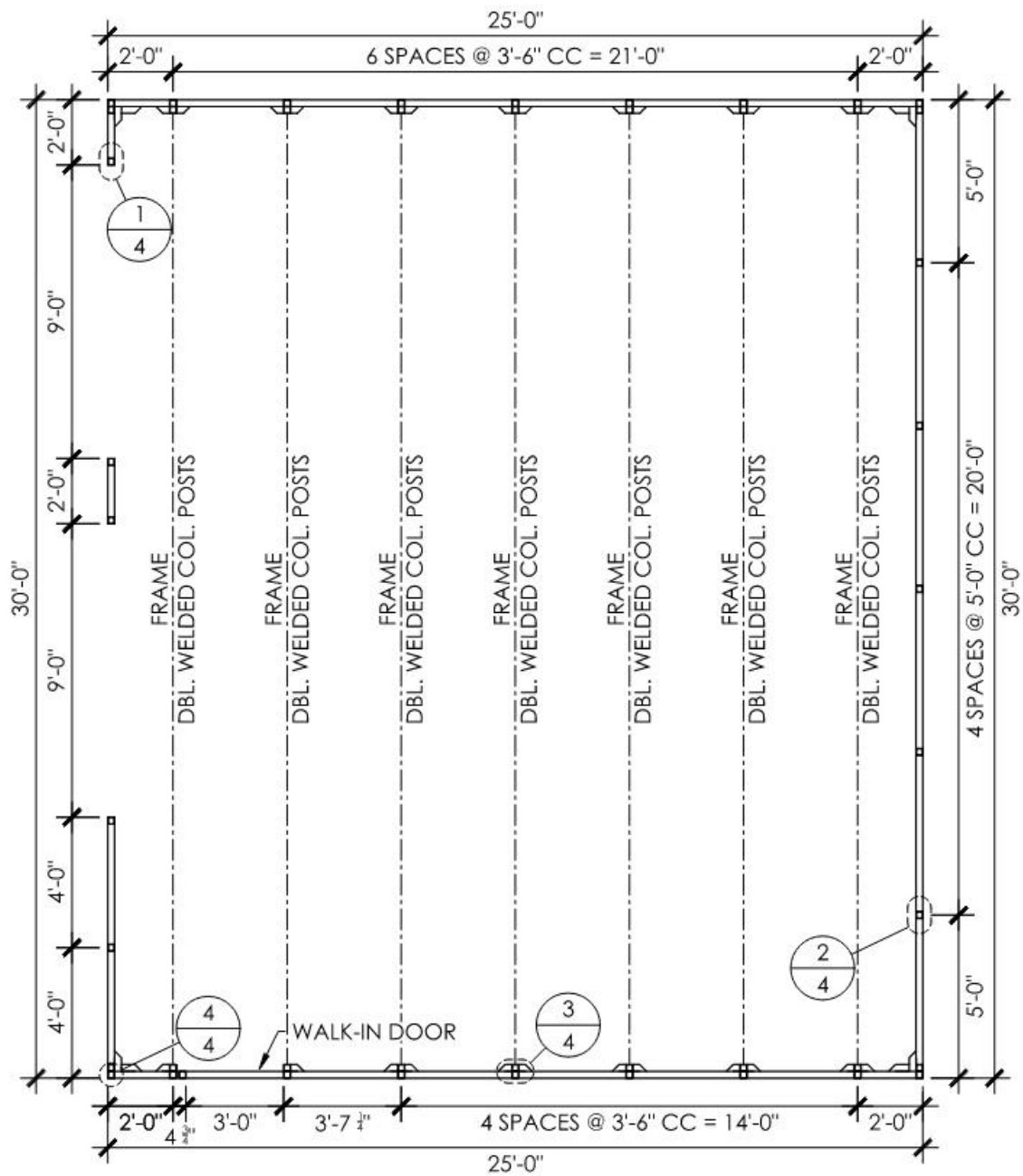
### **Staff Recommendation**

Staff recommends approval of the application for the variance. The Applicant has established that this request will be of benefit to the City's residents, visitors, or community, and that the requirements of the district pose a burden that is not in the best interests of the City.

311 HAYDEN STREET

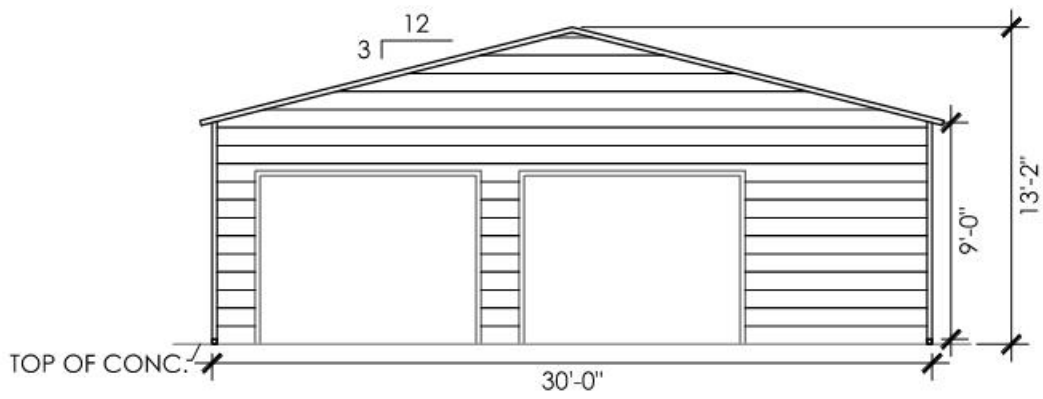
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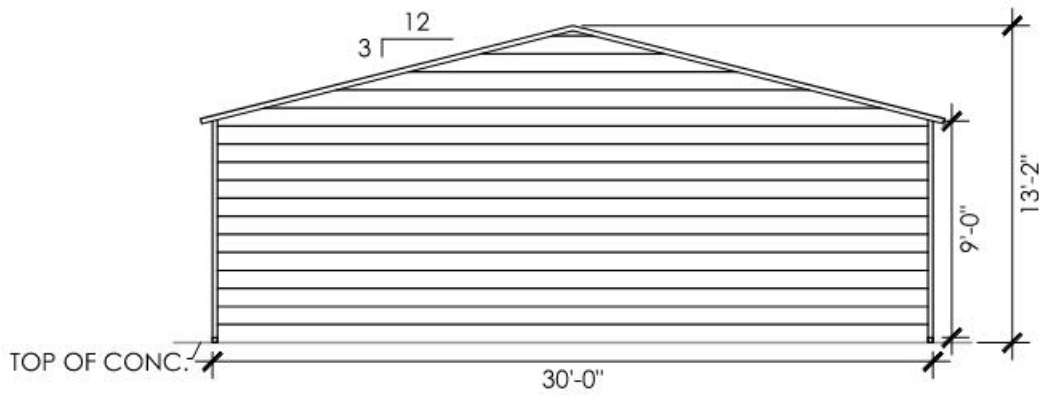
## COLUMN LAYOUT PLAN

SCALE: 3/16" : 1'



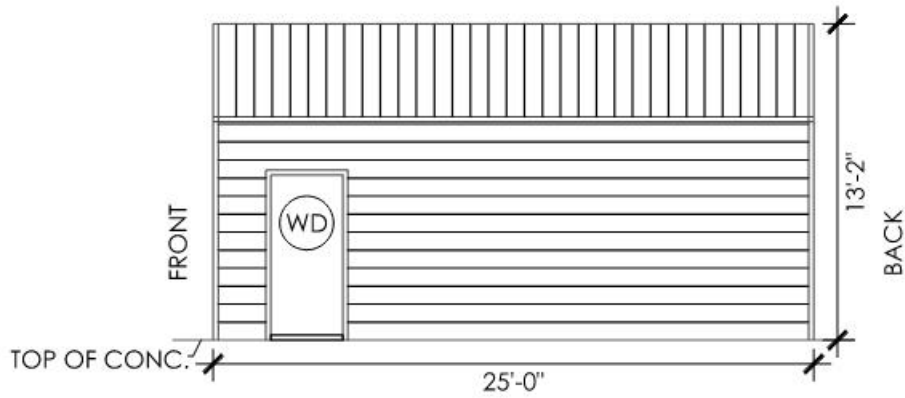
### FRONT END WALL ELEVATION

SCALE: 1/8" : 1'

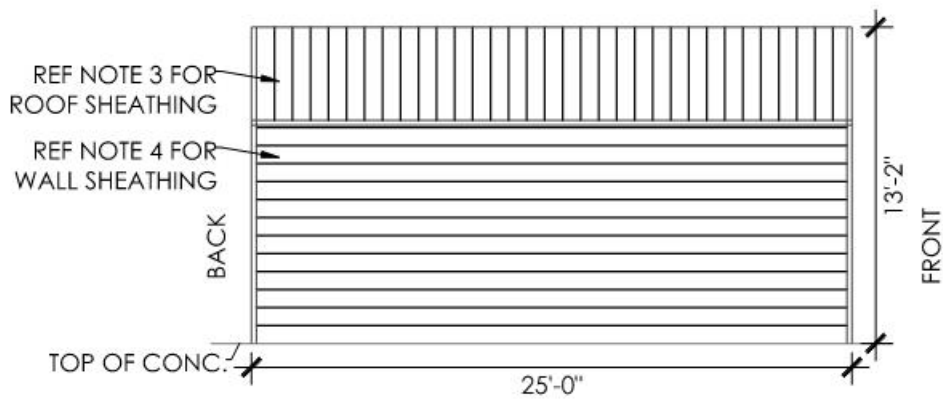


### BACK END WALL ELEVATION

SCALE: 1/8" : 1'



**RIGHT SIDE WALL ELEVATION**  
 SCALE: 1/8" : 1'



**LEFT SIDE WALL ELEVATION**  
 SCALE: 1/8" : 1'

**CITY OF CRIPPLE CREEK,  
RESOLUTION NO. 2023-50**

**A RESOLUTION APPROVING A REQUESTED VARIANCE FOR THE PURPOSES OF  
CONSTRUCTING A GARAGE AT CERTAIN REAL PROPERTY KNOWN AS 311  
HAYDEN STREET, CRIPPLE CREEK, COUNTY OF TELLER, COLORADO.**

WHEREAS, the Applicants, Christopher Hansen has submitted an application for a variance for the construction of a Garage in the R-1 Edge Residential Zone District located at real property commonly legally described as Lots 15-19, Block 9, Hayden Placer and known as 311 Hayden Street; and

WHEREAS, this variance will allow the construction of a Garage as follows:

Allow an accessory structure that exceeds 50% of the size of the primary structure, to be 71% (750 sf), the size of the primary structure's square footage area.

WHEREAS, a public hearing on the application was held before the City Council of the City of Cripple Creek on December 6, 2023 preceded by public notice of such hearing as required by the City of Cripple Creek Municipal Code; and

WHEREAS, at the public hearing the City Council heard evidence from interested parties and considered the factors for approval of a variance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK;

Findings. The criteria to be used to determine the granting of a variance are as follows:

- a) The request is composed of a combination of benefits to the community's residents, visitors, and economy and the unique characteristics of the project not anticipated by the regulations;**

The Council finds that the request will benefit only the Applicant. There is no evidence that it will benefit the rest of the community's residents, visitors, or economy.

- b) The request will not overburden public infrastructure or services in the proposed location;**

The Council finds that the request will not overburden public infrastructure or services in the proposed location.

- c) The proposed building and site design on the subject property, when compared with the uses or standards permitted by right in the zoning district,**

**will not be detrimental to existing or planned adjacent uses;**

The Council finds that the proposed garage will not be detrimental to existing or adjacent uses.

- d) The proposal meets or exceeds the standards of the applicable zoning district except for the specific characteristics requiring relief from the standards of the zone district.**

The Council finds that the proposal requires a variance from the standards of the zone district. The proposal will meet or exceed the other standards of the zoning district.

- e) The proposed or imposed additional design standards, that are otherwise not applicable in the zoning district are adequate to insure compatibility with the surrounding area and to prevent any potential harm to the public health, safety, or general welfare;**

The Council finds that the proposed garage will have limited negative impact on compatibility with the surrounding area, and will have no negative impact on potential harm to public health, safety, or general welfare.

- f) The specific application of the request to the site supports the Intent and Applicability of the zoning district, and does not compromise the Intent and Applicability of any adjacent zoning districts;**

The Council finds that the application of the request supports the Intent and Applicability of the zoning district, providing a safe place to store resident's personal vehicles and prevent damage to them from weather. This does not conflict with the Intent or Applicability of any adjacent zoning district.

- g) The applicant has established that the requirements of the district present a burden that is not in the best interest of the City.**

The Council finds that the applicant has established that the requirements of the district present a burden that is not in the best interest of the City.

Approval. The application for the variance as depicted in the site plan on file herein and specifically identified in Exhibit B are hereby granted and the variances are approved for the property. The Council finds that the requirements and conditions of Section 4.6.2 of the City of Cripple Creek Development Code are met.

ADOPTED at Cripple Creek, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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MELISSA TRENARY

Mayor

ATTEST:

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Malissa Gish  
City Clerk

APPROVED AS TO FORM:

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Erin M. Smith  
City Attorney

## **ORDINANCE NO. 2023-14**

### **CITY OF CRIPPLE CREEK, COLORADO**

#### **AN ORDINANCE AMENDING ORDINANCE 2022-16 WHICH AMENDED ORDINANCE 2022-01 WHICH AMENDED ORDINANCE 2018-04 VACATING A PORTION OF SECOND STREET WITHIN THE CITY OF CRIPPLE CREEK DESCRIBED IN THIS ORDINANCE**

WHEREAS, on May 2, 2018, the City Council for the City of Cripple Creek, Colorado, approved Ordinance 2018-04, finding no reason to continue the right, title or interest of the City of Cripple Creek, (the “City”), in the portions of Second Street described and depicted in Exhibit A hereto;

WHEREAS, the owner of lots adjacent to the above-described portion of Second Street (the “Applicant”) has previously filed an application with the City requesting that the City vacate such right-of-way, which the City approved via Ordinance 2018-04;

WHEREAS, on February 3, 2021, the City Council for the City approved Ordinance 2021-01, based on information submitted by the Applicant, in which it affirmed that the vacation is to facilitate the implementation of improvements to the adjoining property and modified Ordinance 2018-04 to provide additional time for completion of the project deadline in light of the unprecedented disruption in their operations resulting from the world-wide pandemic presented by the novel coronavirus outbreak; and

WHEREAS, on December 7, 2022, the City Council for the City approved Ordinance 2022-16 to provide additional time for completion of the project deadline; and

WHEREAS, the Applicant has requested an additional extension of the deadline for completion of the project in light of construction delays and construction cost increases; and

WHEREAS, under the circumstances, the City Council for the City of Cripple Creek finds it appropriate to affirm the vacation of the described portion of Second Street.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:**

Pursuant to C.R.S. § 43-2-301 et seq., the City of Cripple Creek hereby affirms its vacation and divests itself of right, title, and interest in and to that portion of Second Street described and depicted in Exhibit A hereto subject to the following conditions:

1. Title to the property described herein shall vest in accordance with C.R.S. § 43-2-302.
2. This street vacation is intended to facilitate the development of adjacent property as a hotel complex with amenities including entertainment spaces, fitness and spa facilities, restaurants and retail space. Should development of the adjacent property in substantial conformity with the Development Plan approved by the City and on file in the City’s Planning and Community Development Department not be substantially completed on or before July 15, 2024, title to the property described herein shall revert to the City.

3. The remainder of the findings and conditions in Ordinance 2018-04, Ordinance 2021-01 and Ordinance 2022-16 are affirmed.

PASSED ON THE FIRST READING AND ORDERED PUBLISHED THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Malissa Gish, City Clerk

PASSED ON THE SECOND READING AND ADOPTED BY THE CITY COUNCIL THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Approved: \_\_\_\_\_  
Melissa Trenary, Mayor

\_\_\_\_\_  
Attest: Malissa Gish, City Clerk

Approved as to form: \_\_\_\_\_  
Erin Smith, City Attorney

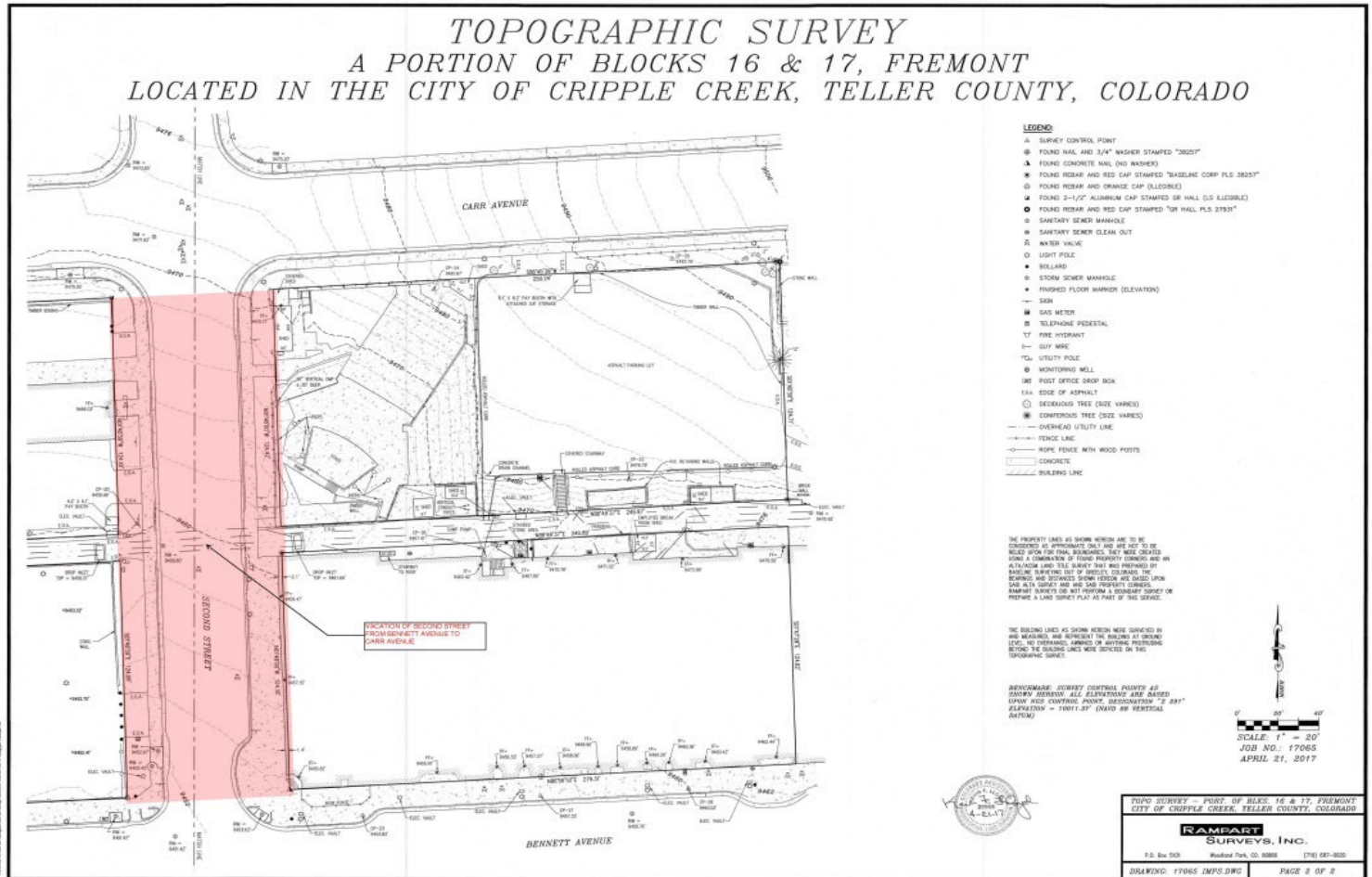
**Exhibit "A"**  
**Ordinance No. 2023-14**  
**City of Cripple Creek**  
**Description of Vacated Portion of**  
**Second Street Right-of-Way**  
Page 1 of 2

A portion of Second Street Right-of-Way, approximately 60 feet in width, between Bennett Avenue and Carr Avenue and adjacent a portion of Blocks 16 and 17, Fremont Addition, City of Cripple Creek, County of Teller, State of Colorado, more particularly described as follows:

Beginning at the Southeast corner Lot 21, Block 16, Fremont Addition; Thence North along the West line of Lot 21, Block 16, Fremont Addition, a distance of 125' to the Northwest corner of Lot 21, Block 16; Thence North on the same course as the West line of Lot 21, Block 16, Fremont Addition, a distance of 15' across the alley to the Southwest corner of Lot 20, Block 16, Fremont Addition; Thence North along the West line of Lot 20, Block 16, Fremont Addition, a distance of 125' to the Northwest corner of Lot 20, Block 16, Fremont Addition; Thence West on the same course as the North line of Lot 20, Block 16, Fremont Addition, a distance of 60' across Second Street to the Northeast corner of Lot 1, Block 17, Fremont Addition; Thence South along the East line of Lot 1, Block 16, Fremont Addition, a distance of 125' to the Southeast corner of Lot 1, Block 16, Fremont Addition; Thence South on the same course as the East line of Lot 1, Block 17, Fremont Addition, a distance of 15' across the alley to the Northeast corner of Lot 40, Block 17, Fremont Addition; Thence South along the East line of Lot 40, Block 17, Fremont Addition, a distance of 125' to the Southeast corner of Lot 40, Block 17, Fremont Addition; thence East on the same course as Lot 40, Block 17, Fremont Addition a distance of 60' across Second Street to the Point of Beginning.

Said right-of-way contains 15,900 square feet more or less.

**Exhibit "A"**  
**Ordinance No. 2023-14**  
**City of Cripple Creek**  
**Description of Vacated Portion of**  
**Second Street Right-of-Way**  
Page 2 of 2



**ORDINANCE NO. 2023-15**

**CITY OF CRIPPLE CREEK, COLORADO**

**AN ORDINANCE AMENDING ORDINANCE 2022-15 WHICH AMENDED ORDINANCE 2021-02 WHICH AMENDED ORDINANCE 2018-05 VACATING A PORTION OF AN ALLEY WITHIN THE CITY OF CRIPPLE CREEK DESCRIBED IN THIS ORDINANCE**

WHEREAS, on May 2, 2018, the City Council for the City of Cripple Creek, Colorado, approved Ordinance 2018-05, finding no reason to continue the right, title or interest of the City of Cripple Creek, (the “City”), in the portions of the alley described and depicted in Exhibit A hereto;

WHEREAS, the owner of lots adjacent to the above-described portion of alley (the “Applicant”) has previously filed an application with the City requesting that the City vacate such right-of-way, which the City approved via Ordinance 2018-05;

WHEREAS, on February 3, 2021, the City Council for the City approved Ordinance 2021-02, based on information submitted by the Applicant, in which it affirmed that the vacation is to facilitate the implementation of improvements to the adjoining property and modified Ordinance 2018-05 to provide additional time for completion of the project deadline in light of the unprecedented disruption in their operations resulting from the world-wide pandemic presented by the novel coronavirus outbreak; and

WHEREAS, on December 7, 2022, the City Council for the City approved Ordinance 2022-15 to provide additional time for completion of the project deadline; and

WHEREAS, the Applicant has requested an additional extension of the deadline for completion of the project in light of construction delays and construction cost increases; and

WHEREAS, under the circumstances, the City Council for the City of Cripple Creek finds it appropriate to affirm the vacation of the described portion of alley.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:**

Pursuant to C.R.S. § 43-2-301 et seq., the City of Cripple Creek hereby affirms its vacation and divests itself of right, title, and interest in and to that portion of the alley described and depicted in Exhibit A hereto subject to the following conditions:

1. Title to the property described herein shall vest in accordance with C.R.S. § 43-2-302.
2. This alley vacation is intended to facilitate the development of adjacent property as a hotel complex with amenities including entertainment spaces, fitness and spa facilities, restaurants and retail space. Should development of the adjacent property in substantial conformity with the Development Plan approved by the City and on file in the City’s Planning and Community Development Department not be substantially completed on or before July 15, 2024, title to the property described herein shall revert to the City.

3. The remainder of the findings and conditions in Ordinance 2018-05, Ordinance 2021-02 and Ordinance 2022-15 are affirmed.

PASSED ON THE FIRST READING AND ORDERED PUBLISHED THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2023.

Malissa Gish, City Clerk

PASSED ON THE SECOND READING AND ADOPTED BY THE CITY COUNCIL THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Approved: \_\_\_\_\_  
Melissa Trenary, Mayor

Attest: \_\_\_\_\_  
Malissa Gish, City Clerk

Approved as to form: \_\_\_\_\_  
Erin Smith, City Attorney

**Exhibit "A"**  
**Ordinance No. 2023-15**  
**City of Cripple Creek**  
**Description of Vacated Portion of**  
**Alley Right-of-Way**  
Page 1 of 2

Parcel 1:

**ALLEY RIGHT-OF-WAY EAST OF SECOND STREET**

A portion of Alley, approximately 15 feet in width, East of Second Street within Block 16, Fremont Addition, City of Cripple Creek, County of Teller, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner Lot 21, Block 16, Fremont Addition; Thence East along the North line of Lots 21 through 34, Block 16, Fremont Addition, a distance of 350' to the Northeast of Lot 34, Block 16, Fremont Addition; Thence North on the same course as the East line of Lot 34, Block 16, Fremont Addition, a distance of 15' across the alley to the Southeast corner of Lot 7, Block 16, Fremont Addition; Thence West along the South line of Lots 7 through 20, Block 16, Fremont Addition, a distance of 350' to the Southwest corner of Lot 20, Block 16, Fremont Addition; Thence South on the same course as the west line of Lot 20, Block 16, Fremont Addition, a distance of 15' across the alley to the Point of Beginning.

Said right-of-way contains 5,250 square feet more or less.

Parcel 2:

**ALLEY RIGHT-OF-WAY WEST OF SECOND STREET**

A portion of Alley, approximately 15 feet in width, West of Second Street within Block 17, Fremont Addition, City of Cripple Creek, County of Teller, State of Colorado, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 17, Fremont Addition; Thence West along the South line of Lots 1 through 7, Block 17, Fremont Addition, a distance of 175' to the Southwest corner of Lot 7, Block 17, Fremont Addition; Thence South on the same course as the West line of Lot 7, Block 17, Fremont Addition, a distance of 15' across the alley to the Northwest corner of Lot 34, Block 17, Fremont Addition; Thence East along the North line of Lots 34 through 40, Block 17, Fremont Addition, a distance of 175' to the Northeast corner of Lot 40, Block 17, Fremont Addition; Thence North on the same course as the east line of Lot 40, Block 17, Fremont Addition, a distance of 15' across the alley to the Point of Beginning.

Said right-of-way contains 2,625 square feet more or less.

Parcel 1:

