



Community Resources  
& Housing Development  
**CORPORATION**

March 15, 2019

## *“Your Path to Home Ownership”*

David Reynolds  
Town Administrator  
(970) 984-2311 Ext: 100  
dreynolds@newcastlecolorado.org  
Town of New Castle  
450 West Main Street  
PO Box 90  
New Castle CO 81647

RE: Lakota Ridge Senior Apartments Work Plan for Final Certificate of Occupancy.

Mr. Reynolds,

The purpose of this letter is to outline the steps our organization will take to complete the remaining work at Lakota Ridge Senior Apartments. Work will begin as soon as the weather permits, which is anticipated to be at the end of March and beginning of April. All subcontractors are ready to begin on their respective work as soon as the weather and temperature permits. As soon as weather permits the following work items will be completed.

1. Exterior painting of the buildings.
  - a. The exterior of the buildings will be prepped for paint complete with the remaining caulking and all the elements that do not receive paint will receive the proper coverings. Any area that will require ladders or lifts will be clearly marked with construction tape and signage indicating that work is being completed and the area is to remain clear of tenants, visitors and staff. At no time will any accessibility paths be blocked to ensure all tenants and visitors will have the ability to move through the site. All areas that are completed will be clearly marked with signage indicating wet paint.
  - b. We anticipate work to begin at the end of March and beginning of April (weather permitting) and we anticipate the work will take 5 to 6 weeks.
2. The final topping coat of the private balconies.
  - a. The private balconies will receive their final coat and the door to the balcony will be taped off and the tenant notified that they are not to use their private balcony

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until the final topping coat is cured. We anticipate completion of this work in May (weather permitting). This work would take 1 to 2 weeks to complete.

3. Final grading and site cleanup.
  - a. The final grading of the neighboring lot as well as a few areas around the site will be completed as soon as weather permits. We anticipate this work will begin at the end of March and beginning of April and would take 2 to 3 weeks to complete.
  - b. Before work is started, erosion control plans will be in place to mitigate any run off. We will follow the existing erosion control plan already approved for the project. Once all work is completed the erosion control measures will be removed.
4. Installation of the perennials and crusher fines paths in our interior courtyard.
  - a. The final plantings and crusher fines paths will be installed per the final design. At all times that the landscaping contractor is working the work area will be blocked off to all tenants, visitors and staff. This work would be completed after all site work listed in #3 above is completed. This work will be completed in April or May (weather permitting) and the work would be completed within 1 to 2 weeks.
5. Installation of the site furnishing like benches, trashcans, pet waste stations and cigarette receptacles.
  - a. The final installation of all site furnishings will be placed per the design. All work areas will be blocked off to all tenants, visitors and staff. All site furnishings come pre-finished and will not require any additional painting. This work would be completed after all site work listed in #3 above is completed. We anticipate this work would be completed in April or May (weather permitting) and the work would be completed within 1 to 2 weeks. This work can be completed at the same time as the work outlined in #4 above.
6. Re-seeding.
  - a. On the north side of the asphalt walkway along Castle Valley Blvd. we will re-seed the swale. The neighboring lot to the west, owned by the School District, will also be reseeded when temperatures allow.
  - b. The areas that require reseeding with the “weed free seed” will be clearly marked off and will be reopened after the work is completed. We anticipate this work would be completed in April or May (weather permitting) and the work would be completed within 1 to 2 weeks. This work will begin after the work outline in #3 above is completed and can happen at the same time as the work identified in #4 and #5 are being completed.
  - c. Once this work is completed we can request a formal sign off and acceptance from the school district.
7. Within the public improvements the road stripping and the T-Patch which is the connection from the new public road to the existing Castle Valley Blvd. will need to be completed when temperatures allow and when asphalt is available.
  - a. Upon inspection by the Town of New Castle’s Public Works Department it was brought to our attention that the lower sewer man hole lid, at the entrance to the



senior housing, will need to be re-installed correctly and the water line valve riser, also at the entrance, will need to be dug up and re-installed so as to allow access to the valve. Both of these items and the T-patch will be completed with the assistance of traffic controls. Traffic controls include clearly marked reroute lanes and personnel directing all traffic moving in and out of the site. The final painting of the road will be completed also with the assistance of traffic controls and personnel directing traffic. Our property management will also notify all tenants of the painting activities to ensure they will temporarily move their vehicles to allow the final stripping to be completed. We anticipate completion in April (weather permitting). The asphalt contractor would be working for up to 1 week. The pavement markings would only take 1 day anticipated to be completed at the end of March or beginning of April (weather permitting).

8. Installation of two concrete walkways neither of which is direct access to units but rather secondary walkways.
  - a. There are two walkways that will need to be installed one is on the southeast side of Building F (6) and the other is on the north side of Building C (3). The work areas will be clearly marked and blocked off to all tenants, visitors and staff. The work areas will be completely blocked off until all work is completed including the railing that will be required as part of the walkway and steps that are to be installed on the southeast side of Building F (6). We anticipate this work would be completed in May (weather permitting) and the work would be completed within 2 to 3 weeks.

We anticipate much of the work outlined above can be completed concurrently. Depending on the weather, we anticipate all the work will be completed no later than May 31<sup>st</sup>, 2019. Thank you for your consideration of this request. Please feel free to contact me directly, Carly Johansson, CRHDC Director of Real Estate Development, at 720-542-6570 if you have any questions or concerns. We thank you and appreciate your time and efforts.

Sincerely,

Arturo Alvarado, Executive Director,  
Community Resources and Housing Development Corporation







## EMERGENCY ACCESS EASEMENT

THIS EMERGENCY ACCESS EASEMENT (the "Easement") is made this 26th day of February, 2019, by Lakota Ridge Senior Apartments, LLLP, a Colorado limited liability limited partnership ("Owner") for the benefit of the Town of New Castle, Colorado, a Colorado home rule municipality ("Town") for the purposes recited herein.

### RECITALS

A. Owner is the owner of real property located in Garfield County, Colorado, known as Lot 2A, Amended Final Plat, Lot 2, Lakota Canyon Ranch Phase 7, according to the plat thereof recorded July 30, 2010, as Reception No. 789213 (the "Property"); and

B. Pursuant to the Development Agreement for Lakota Ridge Senior Apartments recorded at Reception No. 893283, Owner is required to convey certain public improvements located on the Property to the Town, including a public roadway; and

C. Until Owner transfers the roadway to the Town, the Town has requested that Owner convey a non-exclusive emergency access easement over and across the Property in the area described and depicted on **Exhibit A** attached hereto and incorporated by this reference (which real property shall be referred to herein as the "Emergency Access Easement"), for the benefit of the New Castle Police Department, code enforcement and other staff as well as fire, ambulance or other emergency service providers whether affiliated with the Town or not; and

D. Owner has agreed to such conveyance upon the terms and conditions set forth in this Easement.

NOW, THEREFORE, in consideration of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant as follows:

1. Grant of Easement. Owner hereby grants and conveys unto the Town, its successors and assigns, and all other emergency service providers, including, without limitation, law enforcement personnel, fire and rescue personnel, emergency medical personnel, and ambulance services (collectively, the "Beneficiaries"), a nonexclusive easement and right of way over and across the Emergency Access Easement for the purpose of emergency ingress to and egress over and across the Emergency Access Easement area.

2. Term. The term of this Easement shall commence upon the date that both parties and any lienholders on the Property have signed this Agreement and shall automatically terminate and expire by its own terms upon the recordation of a deed conveying the roadway to the Town, which roadway shall be coextensive with and have the same description as the Emergency

Access Easement. No document terminating this Easement need be recorded unless the parties mutually agree to terminate the easement before the time set forth in this Section 2.

3. Owner's Use of Easement. Owner retains all rights to the Emergency Access Easement area except as otherwise provided herein and provided that Owner's exercise of such rights does not interfere with the rights of emergency service providers under this Agreement. Owner shall not modify the Emergency Access Easement area so as to make it impossible or difficult to use the easement area for emergency vehicles such as fire trucks.

4. Obligation to Maintain. During the term of this Easement, Owner shall have the obligation to maintain, and if necessary, in the sole reasonable discretion of the Town, improve the Emergency Access Easement, as is reasonably necessary to accomplish the intention of this Agreement. The Beneficiaries' use of the easement shall not unreasonably interfere with Owner's use of its Property.

5. Binding Effect; Successor Owners. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The benefits and burdens of this Agreement shall run with the land.

6. Ownership. Owner covenants that it is the owner of the above-described property on which the Emergency Access Easement is situated, that it has the right to convey the easement interest described herein, and that consent to and approval of the easement grant has been obtained from all lienholders.

7. Attorneys' Fees; Costs. In the event that litigation is necessary to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit actually incurred in such litigation.

8. Governing Law; Venue. The terms and conditions of this Agreement shall be construed, interpreted, and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be the appropriate court in Garfield County, Colorado.

9. Signatures; Counterparts. The parties agree that signatures obtained by facsimile transmission shall be sufficient and binding for purposes of this Agreement and the original signatures shall be forwarded to each party. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original, but all of which shall constitute one and same document.





