



## REGULAR MEETING AGENDA

City of Black Hawk City Council  
211 Church Street, Black Hawk, CO

January 28, 2015  
3:00 p.m.

### RINGING OF THE BELL:

#### 1. CALL TO ORDER:

#### 2. ROLL CALL & PLEDGE OF ALLEGIANCE:

#### 3. AGENDA CHANGES:

#### 4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)

#### 5. PUBLIC COMMENT: *Please limit comments to 5 minutes*

*(Notify the City Clerk if you wish to address Council on items not on the agenda)*

#### 6. APPROVAL OF MINUTES: January 14, 2015

#### 7. PUBLIC HEARINGS:

- A. **CB4, An Ordinance Amending the International Building Code, 2012 Edition, and the International Existing Building Code, 2012 Edition, as Adopted by the City of Black Hawk, by the addition Thereto of a new Sub-Section 18-5 (24) of the Black Hawk Municipal Code regarding Elevators**

#### 8. ACTION ITEMS:

- B. **Resolution 8-2015, A Resolution Directing the City Manager to Apply for Local Landmark Designation for the Property Located at 500 Gregory Street and Generally Known as Gregory Monument Park**
- C. **Resolution 9-2015, A Resolution Approving the Temporary Construction Easement as a Condition of the Preservation Easement Agreement for the Rehabilitation of 401 Chase Street Between the City of Black Hawk and Joshua Smith and Mary Keehfuss, Property Owners of 401 Chase Street**
- D. **Resolution 10-2015, A Resolution Approving the Temporary Construction Easement as a Condition of the Preservation Easement Agreement for the Rehabilitation of 301 High Street Between the City of Black Hawk and Lloyd and Christina Larsen, Property Owners of 301 High Street**
- E. **Resolution 11-2015, A Resolution Approving the Temporary Construction Easement for the Rehabilitation of 301 High Street Between the City of Black Hawk and Lloyd and Christina Larsen, Property Owners of 311 High Street**

#### 9. CITY MANAGER REPORTS:

#### 10. CITY ATTORNEY:

#### 11. EXECUTIVE SESSION:

#### 12. ADJOURNMENT:

### MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community



**City of Black Hawk  
City Council**

**January 14, 2015**

**MEETING MINUTES**

Historic Preservation Commissioner Patti Torres rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, January 14, 2015 at 3:00 p.m. by Mayor Spellman.

2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Torres and Moates.

**Staff present:** City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, Community Planning and Development Administrator Linker, Fire Chief Taylor, and Deputy City Clerk Martin.

**PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no changes to the agenda.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. There were no conflicts noted from City Council.

City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.

5. **INTRODUCTION OF**

**NEW EMPLOYEES:** Police Chief Cole introduced Officer Kyle Bacon and Dispatcher Lisa Hebertson. Public Works Director Isbester introduced new Facilities Worker Shane McCuller. They all received a warm welcome.

6. **PUBLIC COMMENTS:** Deputy City Clerk Martin stated no one had signed up for public comments.

7. **APPROVAL OF MINUTES**

December 10, 2014. Mayor Spellman wanted to clarify Council's decision on Resolution 100-2014. Their intent was to pay for the entire plaque, as well as the monument itself.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve and amend the Minutes of December 10, 2014 to reflect the clarification. The motion was approved by a vote of 5-1 with Alderman Moates abstaining.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

8. **PUBLIC HEARINGS:**

**A. CB1, An Ordinance Amending the Black Hawk Municipal Code by the Addition Thereto of a New Section 10-144.7, Prohibiting the Use of Flammable Gas to Extract THC**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann discussed the significant explosion that happened recently in unincorporated Gilpin County, which led the City to consider having this restriction in place. Alderman Torres asked if the City could restrict this further for non-residential and Hoffmann replied that this specifically mirrors state law and a non-residential structure would come under local land use law.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB1, Amending the Black Hawk Municipal Code by the Addition Thereto of a New Section 10-144.7, Prohibiting the Use of Flammable Gas to Extract THC open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

**MOTION TO**

**APPROVE** Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve CB1, An Ordinance Amending the Black Hawk Municipal Code by the Addition Thereto of a New Section 10-144.7, Prohibiting the Use of Flammable Gas to Extract THC.

**MOTION PASSED** There was no discussion and the motion **PASSED** unanimously.

**B. CB2, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority's Ambulances**

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester introduced the item. This was an annual renewal and it went up in price by \$2.00/hour.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB2, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority's Ambulances open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

**MOTION TO APPROVE** Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve CB2, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority's Ambulances.

**MOTION PASSED** There was no discussion and the motion **PASSED** unanimously.

**C. CB3, An Ordinance Amending the City of Black Hawk Employee Handbook**

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner explained the two parts of this ordinance: one was to amend the Employee Handbook from Council's December 10 meeting, where Veteran's Day was pulled from the Holiday Schedule and replaced with an 8 hour Floating Holiday; and the second was to amend the Handbook regarding employee personal appearance and dress code.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB3, An Ordinance Amending the City of Black Hawk Employee Handbook open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

**MOTION TO APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve CB3, An Ordinance Amending the City of Black Hawk Employee Handbook.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**9. ACTION ITEMS:**

**D. Introduction of an Ordinance amending the International Building Code, 2012 Edition, and the International Existing Building Code, 2012 Edition, as Adopted by the City of Black Hawk, by the addition Thereto of a new Sub-Section 18-5 (24) of the Black Hawk Municipal Code regarding Elevators**

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained the introduction of this ordinance for Council’s consideration to adopt the most current code available. The state adopts newer codes every few years and this allows the city to adopt the code by reference.

City Attorney Hoffmann explained the process to adopt a code by reference as per the state. He acknowledged that the public notices have been published.

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to authorize the introduction of an Ordinance amending the International Building Code, 2012 Edition, and the International Existing Building Code, 2012 Edition, as Adopted by the City of Black Hawk, by the addition Thereto of a new Sub-Section 18-5 (24) of the Black Hawk Municipal Code regarding Elevators and set the public hearing to January 28, 2015.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**E. Resolution 1, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that this designation is required at the beginning of each year.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 1, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**F. Resolution 2, A Resolution Making Ratifying Findings of Fact in Support of the Decision to Grant a Retail Marijuana Store License to 5B1S, LLC dba 1859**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained this was a final requirement as per Ordinance 2014-10.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 2, A Resolution Making Ratifying Findings of Fact in Support of the Decision to Grant a Retail Marijuana Store License to 5B1S, LLC dba 1859.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**G. Resolution 3, A Resolution Ratifying the Phone Poll Approving the Contract with Pinnacol Assurance for Worker's Compensation Insurance**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that the quote from Pinnacol came in late and did not make it on the last meeting agenda of the year, it became effective as per January 1, 2015 from a phone poll, and this resolution ratifies that decision.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 3, A Resolution Ratifying the Phone Poll Approving the Contract with Pinnacol Assurance for Worker's Compensation Insurance.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**H. Resolution 4, A Resolution Ratifying the Phone Poll Approving the Adoption and Entrance into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and Taking Other Actions in Connection Therewith**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained the discussion late last year to go with a private insurance carrier in order to comply with Senate Bill 1472, as opposed to the Trust Agreement. DOLA has now decided that they could not reimburse this option, so the Trust is now the only option for compliance.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 4, A Resolution Ratifying the Phone Poll Approving the Adoption and Entrance into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and Taking Other Actions in Connection Therewith.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**I. Resolution 5, A Resolution Approving the Boundary Line Agreement Between the City of Black Hawk and Smithloch, Inc., Block 29, Lot 1**

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained the application. The city was first contemplating a license agreement for the applicant's building encroaching on city property, but after further consideration, the applicant asked if the city would consider a boundary line adjustment instead.

City Attorney Hoffmann wanted to clarify that the reason for the encroachment was that the building was built off of a different survey than the Albert Johnson survey adopted in 1998 by the city as the official survey. The different surveys are the cause of the discrepancy.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 5, A Resolution Approving the Boundary Line Agreement Between the City of Black Hawk and Smithloch, Inc., Block 29, Lot 1.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**J. Resolution 6, A Resolution Approving the Property Exchange Agreement with Quartz Valley, LLC**

Mayor Spellman read the title.

Public Works Director Isbester explained the agreement, which has been over a year in the making. There was some discussion on various aspects of the proposal.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 6, A Resolution Approving the Property Exchange Agreement with Quartz Valley, LLC.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously

**K. Resolution 7, A Resolution Appointing Two New Regular Members to the City of Black Hawk Historic Preservation Commission**

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained that two commissioners, Terry Peterson and Richard Smith, have resigned, and over the past month she has received two letters of interest from Lynnette Hailey and Thomas Gish to fill those positions. Linker is recommending that Council appoint these two individuals to take over the four year terms left open. Plaques have been made for Terry Peterson, who already picked his up, and Richard Smith, who will be added to an agenda for presentation.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 7, A Resolution Appointing Two New Regular Members to the City of Black Hawk Historic Preservation Commission.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously

**10 CITY MANAGER REPORTS:**

City Manager Lewis had nothing to report.

**11. CITY ATTORNEY:**

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE SESSION: City Attorney Hoffmann recommended item numbers 1, 2 and 5 for Executive Session.

**MOTION TO  
ADJOURN INTO  
EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to adjourn into Executive Session at 3:30 p.m. to consider the purchase, acquisition, lease, transfer, or sale of real personal or other property, pursuant to C.R.S., § 24-6-402(4)(a), to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S., § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S., § 24-6-402(4)(e).

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:53 p.m.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

13. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:53 p.m.

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Melissa Greiner  
City Clerk

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David D. Spellman  
Mayor

**COUNCIL BILL 4  
ORDINANCE 2015-4  
AN ORDINANCE AMENDING  
THE INTERNATIONAL  
BUILDING CODE, 2012  
EDITION, AND THE  
INTERNATIONAL EXISTING  
BUILDING CODE, 2012  
EDITION, AS ADOPTED BY  
THE CITY OF BLACK HAWK**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**COUNCIL BILL NUMBER: 4**

**ORDINANCE NUMBER: 2015-4**

**TITLE: AN ORDINANCE AMENDING THE INTERNATIONAL BUILDING CODE, 2012 EDITION, AND THE INTERNATIONAL EXISTING BUILDING CODE, 2012 EDITION, AS ADOPTED BY THE CITY OF BLACK HAWK.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. Section 18-5, subsection (a) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Building Code, 2012 Edition, is amended by the addition thereto of a new sub-subsection (24) to read as follows:

(24) **Elevators.** The provisions of the most current edition of ASME A17.1-Safety Code for Elevators and Escalators, A17.3 Safety Code for Existing Elevators and A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts as adopted by the State of Colorado shall apply to the installation of conveyance systems, including alterations, repairs and maintenance thereto.

Section 2. Section 18-5, subsection (g) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Existing Building Code, 2012 Edition, is amended by the addition thereto of a new sub-subsection (4) to read as follows:

(4) **Elevators.** The provisions of the most current edition of ASME A17.1-Safety Code for Elevators and Escalators, A17.3 Safety Code for Existing Elevators and A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts as adopted by the State of Colorado shall apply to the installation of conveyance systems, including alterations, repairs and maintenance thereto.

Section 3. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a

court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 28th day of  
January, 2015.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** *To consider an amendment to the “International Building Code”, 2012 Edition, as adopted by reference as the building code for the City of Black Hawk.*

**RECOMMENDATION:** *Staff recommends the following motion to the Mayor and Board of Aldermen: I move to recommend **APPROVAL** of the passage to adopt Ordinance 2015-4 Amending the International Building Code, 2012 Edition, and the International Existing Building Code, 2012 Edition, as Adopted by the City of Black Hawk.*

**MOTION TO APPROVE (or deny, etc.)** *Ordinance 2015-4 - An Ordinance Amending the International Building Code, 2012 Edition, and the International Existing Building Code, 2012 Edition, as Adopted by the City of Black Hawk.*

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

*Section 18-5, subsection (a) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Building Code, 2012 Edition, is amended by the addition thereto of a new sub-subsection (24) to read as follows:*

*(24) **Elevators.** The provisions of the most current edition of ASME A17.1-Safety Code for Elevators and Escalators, A17.3 Safety Code for Existing Elevators and A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts as adopted by the State of Colorado shall apply to the installation of conveyance systems, including alterations, repairs and maintenance thereto.*

*Section 18-5, subsection (g) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Existing Building Code, 2012 Edition, is amended by the addition thereto of a new sub-subsection (4) to read as follows:*

*(4) **Elevators.** The provisions of the most current edition of ASME A17.1-Safety Code for Elevators and Escalators, A17.3 Safety Code for Existing Elevators and A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts as adopted by the State of Colorado shall apply to the installation of conveyance systems, including alterations, repairs and maintenance thereto.*

**AGENDA DATE:** *January 28, 2015*

**WORKSHOP DATE:** *N/A*

**FUNDING SOURCE:** *N/A*

**DEPARTMENT DIRECTOR APPROVAL:** Yes No

**STAFF PERSON RESPONSIBLE:** *Cynthia L. Linker, CP&D Administrator*

**DOCUMENTS ATTACHED:**

*Ordinance 2015-4, Request for Council Action, Notice of*

*Public Hearing*

**RECORD:**     Yes     No

**CITY ATTORNEY REVIEW:**     Yes     N/A

**SUBMITTED BY:**

**REVIEWED BY:**

*Cynthia L. Linker*

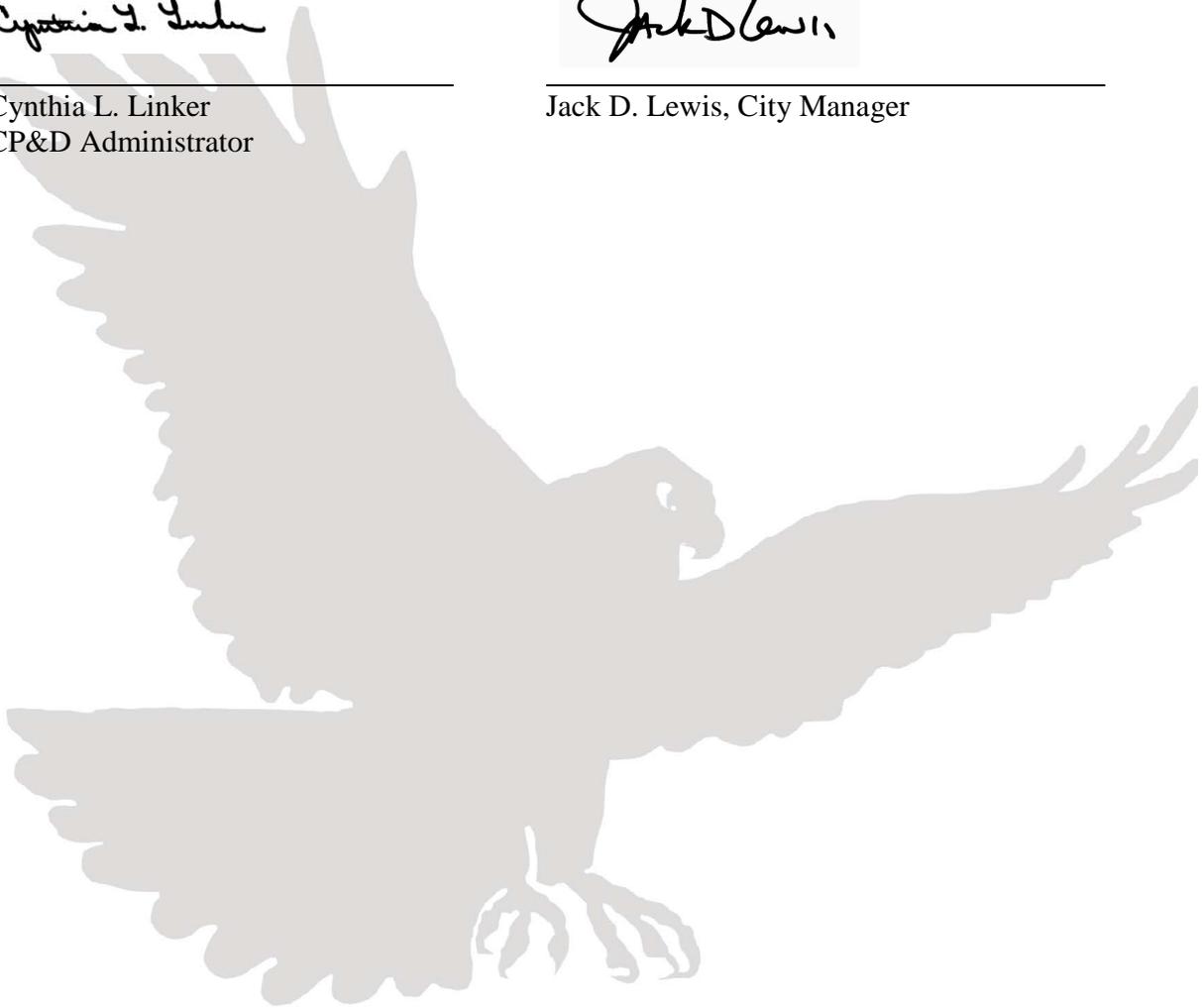
*Jack D. Lewis*

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Cynthia L. Linker  
CP&D Administrator

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Jack D. Lewis, City Manager



## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given of a public hearing before the Board of Aldermen of the City of Black Hawk, at 3:00 P.M. on Wednesday, January 28, 2015, at 211 Church Street, Black Hawk, Colorado, for the purpose of considering an amendment to the "International Building Code", 2012 Edition, as adopted by reference as the building code of the City of Black Hawk.

Copies of the above referenced code are on file at the office of the City Clerk and may be inspected during regular business hours. If enacted as an ordinance of this City, this code as amended will not be published in full, but in accordance with state law, copies will be kept on file.

The above referenced code is published by the International Code Council, 5360 Workman Mill Road, Whittier, CA 90601. The subject matter of this code relates primarily to the building regulations for the City. The purpose of the Ordinance and the Code adopted therein is to provide a system of building regulations consistent with state law and generally conforming to similar regulations throughout the state and nation.

This notice is given and published by the order of the Board of Aldermen.

DATED this 5<sup>th</sup> day of January, 2015.

CITY OF BLACK HAWK

Melissa A. Greiner

City Clerk

First Notice of hearing published on January 8, 2015

Second notice of hearing published on January 15, 2015

**RESOLUTION 8-2015**  
**A RESOLUTION**  
**DIRECTING THE CITY**  
**MANAGER TO APPLY FOR**  
**LOCAL LANDMARK**  
**DESIGNATION FOR THE**  
**PROPERTY LOCATED AT**  
**500 GREGORY STREET**  
**AND GENERALLY**  
**KNOWN AS GREGORY**  
**MONUMENT PARK**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 8-2015

**TITLE: A RESOLUTION DIRECTING THE CITY MANAGER TO APPLY FOR LOCAL LANDMARK DESIGNATION FOR THE PROPERTY LOCATED AT 500 GREGORY STREET AND GENERALLY KNOWN AS GREGORY MONUMENT PARK**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

**Section 1.** The City Manager is directed to take all necessary steps to cause the City to apply for a local historic landmark designation pursuant to Section 16-425(1) for the City-owned property located at 500 Gregory Street, and generally known as Gregory Monument Park.

RESOLVED AND PASSED this 28th day of January, 2015.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** *Local historic landmark designation pursuant to Section 16-425(1) for the City-owned property located at 500 Gregory Street, and generally known as Gregory Monument Park.*

**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen: *I move to recommend **APPROVAL** of the Resolution directing the City Manager to apply for Local Landmark Designation for the Property Located at 500 Gregory Street and Generally Known as Gregory Monument Park.*

**MOTION TO APPROVE (or deny, etc.) 8-2015 - A Resolution Directing the City Manager to Apply for Local Landmark Designation for The Property Located at 500 Gregory Street and Generally Known as Gregory Monument Park.**

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** *The City Manager is directed to take all necessary steps to cause the City to apply for a local historic landmark designation pursuant to Section 16-425(1) for the City-owned property located at 500 Gregory Street, and generally known as Gregory Monument Park. If approved, the Historic Preservation Commission shall consider and review this nomination for designation at its next regular meeting.*

**AGENDA DATE:** *January 28, 2015*

**WORKSHOP DATE:** *N/A*

**FUNDING SOURCE:** *N/A*

**DEPARTMENT DIRECTOR APPROVAL:** Yes No

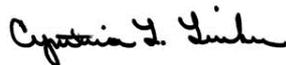
**STAFF PERSON RESPONSIBLE:** *Cynthia L. Linker, CP&D Administrator*

**DOCUMENTS ATTACHED:** *Resolution 8-2015, Request for Council Action*

**RECORD:** Yes No

**CITY ATTORNEY REVIEW:** Yes N/A

**SUBMITTED BY:**



\_\_\_\_\_  
Cynthia L. Linker  
CP&D Administrator

**REVIEWED BY:**



\_\_\_\_\_  
Jack D. Lewis, City Manager

**RESOLUTION 9-2015**  
**A RESOLUTION**  
**APPROVING THE**  
**TEMPORARY**  
**CONSTRUCTION**  
**EASEMENT AS A**  
**CONDITION OF THE**  
**PRESERVATION**  
**EASEMENT AGREEMENT**  
**FOR THE REHABILITATION**  
**OF 401 CHASE STREET**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND**  
**JOSHUA SMITH AND MARY**  
**KEEHFUSS, PROPERTY**  
**OWNERS OF 401 CHASE**  
**STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 9 - 2015

**TITLE: A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT AS A CONDITION OF THE PRESERVATION EASEMENT AGREEMENT FOR THE REHABILITATION OF 401 CHASE STREET BETWEEN THE CITY OF BLACK HAWK AND JOSHUA SMITH AND MARY KEEHFUSS, PROPERTY OWNER OF 401 CHASE STREET.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

**Section 1.** The Temporary Construction Easement associated with the Preservation Easement Agreement for the Rehabilitation of 401 Chase Street between the City of Black Hawk and Joshua Smith and Mary Keehfuss, Property Owner of 401 Chase Street, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 28th day of January, 2015.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** *Temporary Construction Easement as a condition of the Preservation Easement for the rehabilitation of 401 Chase Street between the City of Black Hawk and Joshua Smith and Mary Keehfuss, property owner.*

**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen: *I move to recommend **APPROVAL** of the Temporary Construction Easement as a condition of the Preservation Easement Agreement between the City of Black Hawk and Joshua Smith and Mary Keehfuss, property owner of 401 Chase Street.*

**MOTION TO APPROVE (or deny, etc.)** *9-2015 - A Resolution Approving the Temporary Construction Easement as a condition of the Preservation Easement Agreement for the Rehabilitation of 401 Chase Street between the City of Black Hawk and Joshua Smith and Mary Keehfuss, Property Owner.*

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** *The property owner understands and agrees that prior to any construction, applicant shall grant to the City temporary construction easements (Exhibit A) necessary to complete the work, and shall execute a deed restriction (Exhibit B) in favor of the City.*

**AGENDA DATE:** *January 28, 2015*

**WORKSHOP DATE:** *N/A*

**FUNDING SOURCE:** *N/A*

**DEPARTMENT DIRECTOR APPROVAL:** Yes No

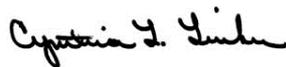
**STAFF PERSON RESPONSIBLE:** *Cynthia L. Linker, CP&D Administrator*

**DOCUMENTS ATTACHED:** *Resolution 9-2015, Request for Council Action, Exhibit A – Temporary Construction Easement and Exhibit B – Historic Preservation Easement*

**RECORD:** Yes No

**CITY ATTORNEY REVIEW:** Yes N/A

**SUBMITTED BY:**



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Cynthia L. Linker  
CP&D Administrator

**REVIEWED BY:**



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Jack D. Lewis, City Manager

**EXHIBIT A**

**TEMPORARY CONSTRUCTION EASEMENT**

## TEMPORARY CONSTRUCTION EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That Mary Keehfuss, who is the property owner of 401 Chase Street ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **CITY OF BLACK HAWK**, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("**Grantee**"), a Temporary Construction Easement for the rehabilitation of 401 Chase Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference the "Temporary Easement Property".

1. Said Temporary Easement shall expire and be of no further force or effect one (1) year after the date of notice by the Grantee of the commencement of said temporary construction easement. More specifically, this Temporary Easement shall not commence until the Grantee provides a written notice to Grantor of the commencement of the Temporary Easement, which must be provided within one (1) year of the date of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

3. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure, which may interfere with Grantee's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

5. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.



**GRANTEE: CITY OF BLACK HAWK**

By: \_\_\_\_\_  
DAVID D. SPELLMAN, MAYOR

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

Attest: \_\_\_\_\_  
Melissa Greiner, City Clerk

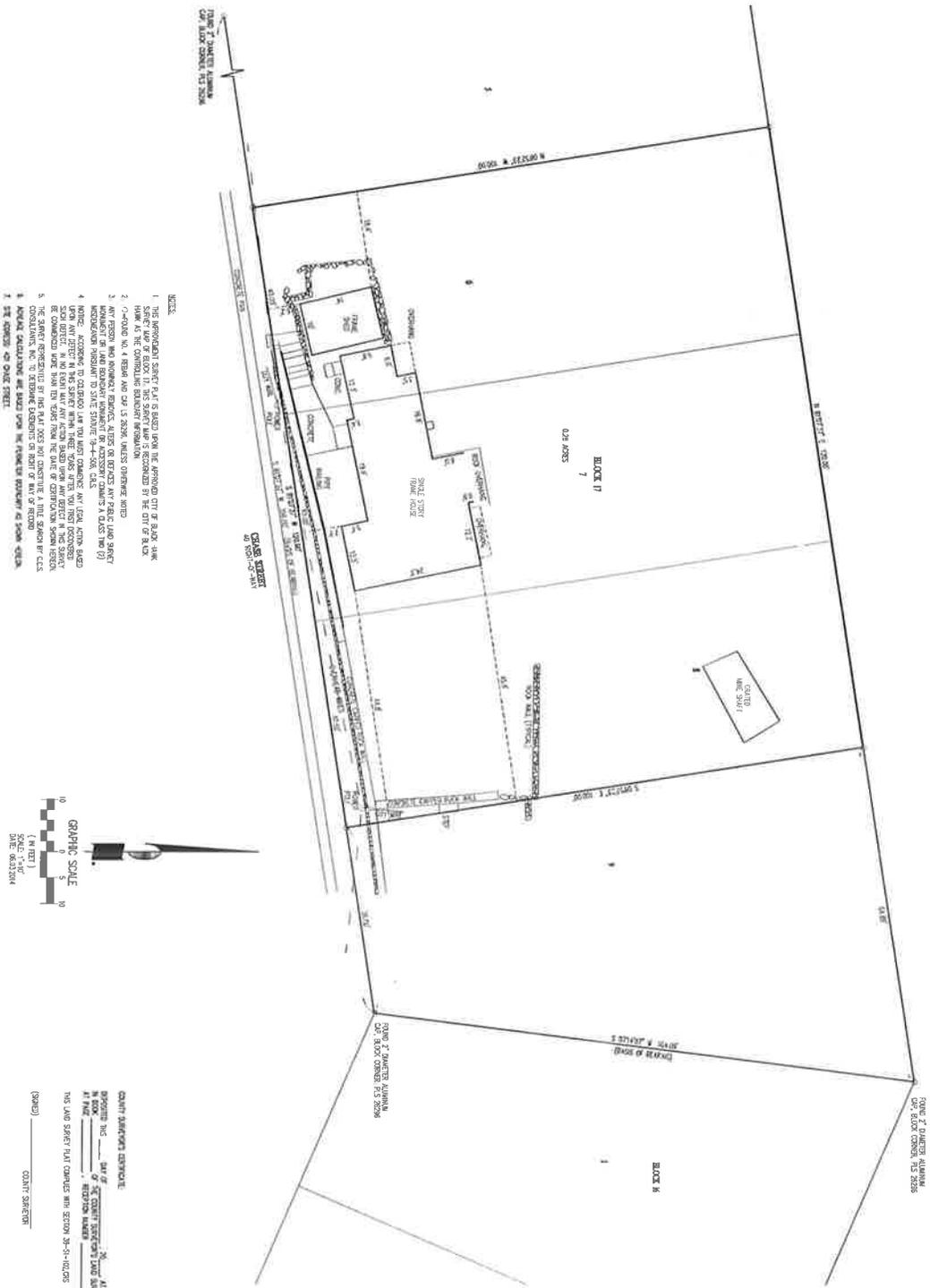
Approved as to legal form: \_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**Exhibit A**

Temporary Construction Easement Property

# Exhibit A - Survey

## IMPROVEMENT SURVEY PLAT OF LOTS 6 - 8, BLOCK 17, LOCATED WITHIN SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO



- NOTES:**
1. THIS IMPROVEMENT SURVEY PLAT IS BASED UPON THE RECORD CITY OF BLACK HAWK SHOW AS THE CONTROLLING BOUNDARY INFORMATION.
  2. C-PLANS NO. 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
  3. ANY PERSON WHO REMAINS IN POSSESSION OF ANY PART OF THE SURVEYED PROPERTY AFTER THE DATE OF THIS SURVEY SHALL BE DEEMED TO HAVE ACCEPTED THE SURVEY AND TO HAVE WAIVED ALL RIGHTS OF OBJECTION.
  4. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMPLY WITH ALL APPLICABLE ORDINANCES AND REGULATIONS OF THE CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO.
  5. THE SURVEY REPRESENTS THE BEST AVAILABLE INFORMATION AND IS NOT GUARANTEED BY THE CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO.



**COUNTY SHERIFFS CERTIFICATE**

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
 COUNTY SHERIFF

**RECORDING**

THIS PLAT OF IMPROVEMENT SURVEY IS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF GILPIN COUNTY, COLORADO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 COUNTY CLERK

**CITY OF BLACK HAWK**

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
 CITY CLERK

**CCS CONSULTANTS, INC.**

4650 North Street, Suite 200  
 Denver, Colorado 80202  
 Phone: 303-733-1111 Fax: 303-733-1112

**EXHIBIT B**

**HISTORIC PRESERVATION EASEMENT**

## HISTORIC PRESERVATION EASEMENT

This **HISTORIC PRESERVATION EASEMENT AGREEMENT** (the "**Easement**") is entered into as of the \_\_\_\_ day of \_\_\_\_ 20\_\_, by and between **MARY KEEHFUSS AND JOSHUA GREGORY SMITH** whose property address is **401 CHASE STREET**, Black Hawk, Colorado 80422 ("**Grantor**"), and the **CITY OF BLACK HAWK**, a Colorado home rule municipality, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422 (the "**City**").

### WITNESSETH

WHEREAS, Grantor owns certain real property (the "**Property**") and the improvements thereon (the "**Structure**") located at **401 CHASE STREET** in the City of Black Hawk, Gilpin County, Colorado, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, the Structure has certain architectural, historic and/or cultural significance, which attributes are collectively described in **Exhibit B** attached hereto and incorporated herein by this reference, the Structure is located in a National Register historic district, and has been deemed by the United States Department of the Interior as contributing to the historic significance of the historic district;

WHEREAS, in exchange for the grant of this Easement, the City has agreed to expend a portion of its Restoration and Preservation Grant Funds to restore and/or preserve the Structure; and

WHEREAS, the grant of this Easement by Grantor to the City will assist in preserving and maintaining the Structure for the benefit of the general public.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, Grantor and the City hereby covenant and agree as follows:

1. Grant of Easement. In specific consideration for the expenditure of funds by the City on the preservation and restoration of the Property and the Structure (the "Project"), Grantor hereby grants to the City a perpetual easement to preserve the Structure as hereinafter described following completion of the Project as follows:

a. Easement Area. The Area of the Easement encompasses the exterior of the structure including but not limited to wall surfaces, railings, decorative woodwork, decorative metalwork, doors, windows, roofs, decorative elements, interior drywall and the sub-floor.

b. Scope of Easement. This Easement conveys to the City an interest in the Structure as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

i. The exterior of the Structure, including interior drywall and the sub-floor, is not to be visually or structurally altered from the condition existing as of the Effective Date of this Easement without the City's Consent. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.

ii. The Structure shall not be demolished and no new structures or additions of any kind to the exterior of the Structure, including interior drywall and the sub-floor, may be constructed at the Property without the City's Consent, except as may be required by law.

iii. The Property and the Structure shall be maintained in a good and sound state of repair in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as modified from time to time (the "Standards"), to prevent deterioration in its exterior appearance existing on the date hereof, as depicted in **Exhibit B**. Such maintenance and repair includes replacement, repair, and reconstruction by Grantor whenever reasonably necessary to preserve the Property and the Structure in substantially the same condition and state of repair as that existing on the date hereof.

iv. Grantor, at its expense, shall keep the Property and the Structure insured by a reputable insurance company licensed and in good standing in the state in which the Structure is located with a replacement cost insurance policy against loss or damage resulting from fire, windstorm, vandalism, explosion and such other hazards as typically required by prudent property owners in the same geographic area as the Property; and shall carry and maintain comprehensive public liability insurance under a policy issued by an insurance company that names the City as an additional insured party thereunder.

v. The Property shall not be subdivided or otherwise parcelized without the City's consent.

2. City Review Procedures. The City has the discretion when reviewing applications under Section 1, to give or withhold its consent, conditionally or unconditionally, but such consent shall not be unreasonably withheld, conditioned or delayed. "Consent" as used herein, means that the City shall have given or withheld its prior written consent to the requested action, or approval. The basis for the City's review of and Consent to proposed changes to the Project shall be the Standards.

3. Owner's Representative Payment. The City hereby agrees to reimburse Grantor for all Owner's Representative fees incurred on the project, provided that the Owner's Representative is a third party Owner's Representative consulting firm or individual hired to perform the Owner's Representative tasks and that such individual or firm is not the Grantor themselves, related to the Grantor, or an employer of someone related to the Grantor.

4. Right of Entry. Grantor agrees that representatives of the City may upon prior reasonable notice and at times reasonably acceptable to Grantor inspect the Property, including the Structure. Inspections will normally occur outside the Structure, except if the City determines interior access is reasonably necessary to establish compliance with this Easement.

5. Obligations of Grantor. Grantor shall pay before delinquency all real estate taxes, assessments, fees or charges properly levied upon the Property and shall furnish the City with evidence of payment upon request. Grantor shall keep the Property free of any liens or encumbrances for obligations incurred by Grantor, other than liens or encumbrances secured by the Project that are subordinate to this Easement. The City shall have no liability or responsibility of any kind related to the ownership, operation, insurance, or maintenance of the Property other than as specifically identified in this Easement.

6. Increased Value. For any Project that expends funds in excess of fifty thousand dollars (\$50,000), if Grantor sells the Property within five (5) years of the date the Project is completed, Grantor agrees to pay the City the "Increased Value" of the Property on a pro-rated basis as follows:

a. The "Increased Value" of the Property shall be determined in the following manner:

i. Before any work has begun on the Project, the Property's "Pre-Project Value" shall be determined by a certified appraiser chosen by the City.

ii. The Increased Value shall be calculated by subtracting the Pre-Project Value from the price paid by the purchaser of the Property subsequent to completion of the Project.

b. The amount to be paid to the City shall equal the amount of the Increased Value less an amount equal to one-fifth (1/5) of the amount of the Increased Value for each full year occurring between the date the Project is completed and the date of the sale of the Property.

7. Condemnation. Grantor shall notify the City of any condemnation proceeding with respect to the Property. The City has the option, but not the obligation, to participate in any action or settlement with respect to any condemnation and to claim the pro-rated portion of any Increased Value of any net proceeds calculated in accordance with the provisions of paragraph 5.

8. Remedies for Breach.

a. Upon a breach of any provision of this Easement, the City may pursue all available legal and equitable remedies, including injunction, to prevent or seek remedy for such violation. The prevailing party in any enforcement shall be entitled to reasonable attorney fees, costs and expenses. Grantor expressly agrees that if Grantor directly acts, or Grantor's officers, agents, representatives or employees directly act pursuant to Grantor's instructions, to cause a demolition or willful destruction of a material portion of the Property including the Structure, the City, in addition to any other equitable relief, is entitled to recover as liquidated damages the Increased Value of the

Project prior to such demolition or destruction. Grantor agrees for itself and its successors and assigns that such liquidated damages are reasonable as of the Effective Date and

b. If the Property has substantially deteriorated as a result of a breach of subparagraph 1(b)(iii), then the City may send written notice to Grantor requesting that the Project be repaired to achieve a level of maintenance consistent with subparagraph 1(b)(iii). If, within ninety (90) days of receipt of such notice, Grantor fails to commence the implementation of repair actions reasonably satisfactory to the City, then the City or its agents may enter upon the Property and cause repairs to be made at Grantor's sole expense. Grantor's failure to reimburse the City for any actions taken by the City pursuant to this paragraph within 30 (thirty) days of Grantor's receipt of invoice(s) and supporting documentation for such actions shall constitute a lien on the Property accruing interest at the lesser of the maximum per annum rate permitted by law or 12% (twelve percent) per annum. Upon payment by Grantor of all amounts due to the City pursuant to this paragraph, including all interest accrued hereunder, the City shall deliver to Grantor a release of the lien.

9. Nature and Duration. The covenants, conditions and restrictions in this Easement run with the land constituting the Property in perpetuity and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

10. Indemnification. Grantor shall hold harmless, indemnify and defend the City and its officers, employees, agents and contractors, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, or judgments (collectively, "Claims") in any way related to: (1) any real property taxes and general or special assessments assessed and levied against the Project; or (2) this Easement, the conveyance or possession thereof or the exercise of any rights hereunder, excluding, however, any Claims based in whole or in part upon the gross negligence or willful misconduct of any Indemnified Party, provided that the Indemnified Party gives Grantor prompt notice of each such Claim, cooperates in the defense thereof, and Grantor shall have the sole right to defend and/or settle each such Claim.

11. Entire Agreement and Severability. This instrument and the attached Exhibits contain the entire agreement of the parties with respect to the Easement and supersede any prior agreements relating to the Easement. If any provision of this Easement is held unenforceable by a court of competent jurisdiction, the remainder of the Easement shall continue in full force and effect.

12. Subordination. Grantor represents and warrants to the best of its knowledge that the only mortgage or deed of trust encumbering the Project is the security instrument identified in **Exhibit C** attached hereto. Concurrently herewith, the holder of the security instrument hereto has agreed, by separate instrument (in the form of **Exhibit D** attached hereto) to be recorded immediately after this Easement, to subordinate its rights in the Project to this Easement to the extent necessary to permit the City to enforce the purpose of the Easement in perpetuity and to prevent any extinguishment of this Easement by the holder thereof. The priority of any present or future security instrument with respect to any valid claim on the part of

the holder thereof to the proceeds of any sale, condemnation proceedings or insurance, or to the leases, rents and profits of the Property or Structure shall not be affected by this Easement, and any liens created by the City's exercise of any of its rights under this Easement shall be junior to such present and future security instrument; provided that this Easement shall not be subordinated in any other respect whatsoever.

13. Notices. All notices given pursuant to this Easement shall be in writing and sent to the other party at the address set forth in the first paragraph hereof, by US Mail or overnight express courier. Either party may change its notice address by notice to the other party. Either party may, from time to time, specify one additional party to receive written notice in order for such notice to be binding.

14. Amendments. This Easement may be amended only by a written instrument signed by Grantor and the City.

**WHEREFORE**, the parties hereto have executed this Agreement on the day and year first above-written.

**CITY OF BLACK HAWK**

\_\_\_\_\_  
David D. Spellman, Mayor

**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**GRANTOR**

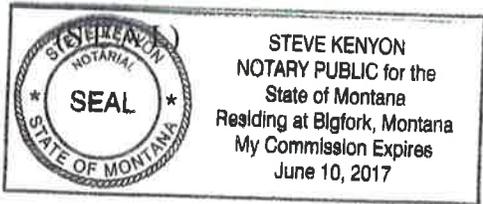
By:   
**MARY KEEHFUSS**

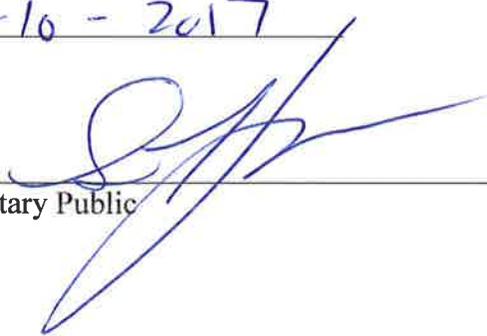
By:   
**JOSHUA GREGORY SMITH**

STATE OF ~~COLORADO~~ <sup>Montana s.c</sup> )  
COUNTY OF Flathead )ss.  
 )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 17<sup>th</sup> day of January, 2015, by Steve Kenyon.

My commission expires: 6-10-2017



  
Notary Public

## **EXHIBIT A**

### **DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS**

Property is located at 401 Chase Street, legally described as Lots 6, 7 and 8, Block 17, City of Black Hawk, based upon the City of Black Hawk survey map of Block 17, of the Map of Black Hawk, surveyed by Albert Johnson City Surveyor, dated May and June 1866, City of Black Hawk, County of Gilpin, State of Colorado.

See attached survey.



**EXHIBIT B**

**HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY**

Based upon the 1991 Black Hawk – Central City Historic District Inventory and resurvey of 2011.

(See attached survey form)

**PROPERTY AND STRUCTURE MAINTENANCE**

In accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*

(See attached standards reference)



Current Address: **401 Chase**

(page 2 of 2)

Resource Number: **5GL.7.446**

NHL Resource Number: **B17-1**

9. Changes to Location or Size Information: **No permits recorded, but a shed-like addition built on the west side between 1986 and 1998.**
10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:  
Contributing  Non contributing  Need data
11. National Register - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
12. Is there National Register district potential? Yes  No   
Discuss: **This would be a contributing building to a potential district**
13. Local Designation - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
14. Is there Local district potential? Yes  No   
Discuss: **This would be a contributing building to a potential district**
15. Photograph Types and Numbers: **Digital, <.jpg> format. 401 Chase-1.JPG, 401 Chase-2.JPG, 401 Chase-3.JPG**
16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**
17. Recorder(s): **Deon Wolfenbarger**
18. Date(s): **May 17, 2010**
19. Recorder Affiliation: **Three Gables Preservation**
20. Attachments  
(check as many as apply)  
 Photographs  
 Site sketch map  
 U.S.G.S. map photocopy  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_
21. Official determination  
(OAHP USE ONLY)  
 Determined Eligible  
 Determined Not Eligible  
 Need Data  
 Nominated  
 Listed  
 Contributing to N.R. District  
 Not Contributing to N.R. Dist

Current Address: **401 Chase**  
Resource Number: **5GL.7.446**  
NHL Resource Number: **B17-1**

Continuation Sheets

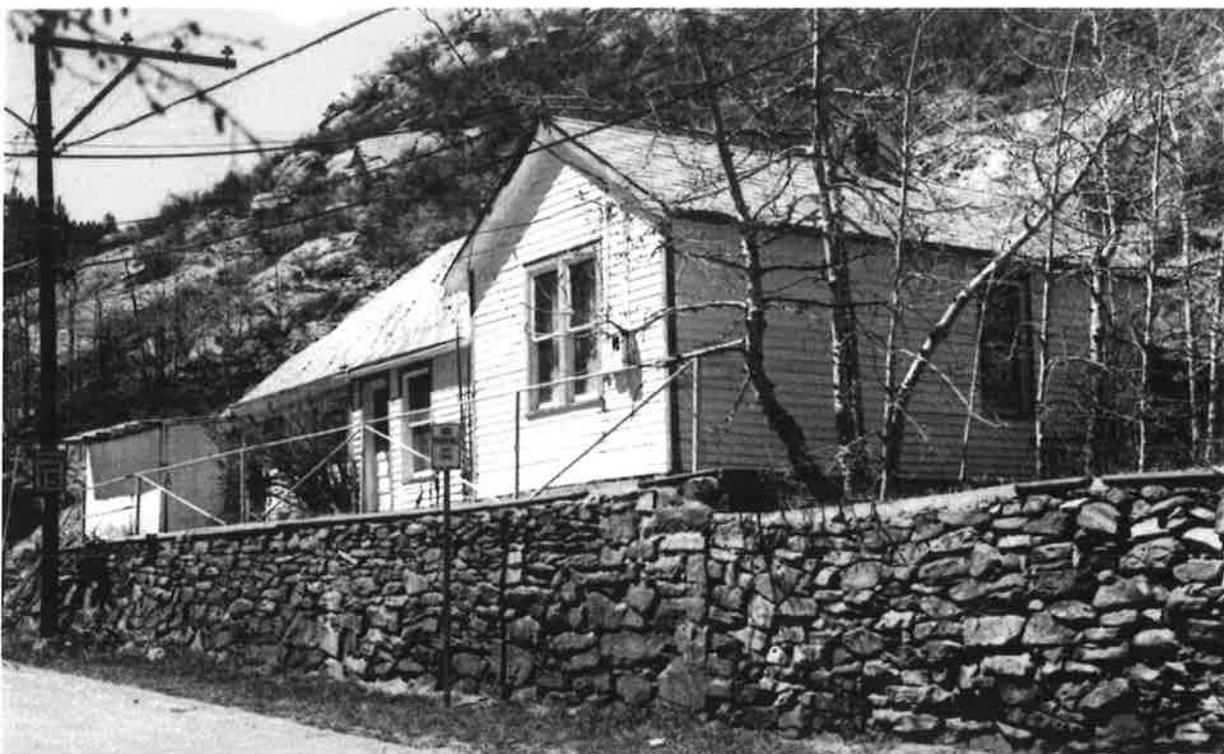
Current Photographs  
Date: **05/13/2009 & 1/21/2010**



Current Address: **401 Chase**  
Resource Number: **5GL.7.446**  
NHL Resource Number: **B17-1**

Continuation Sheets

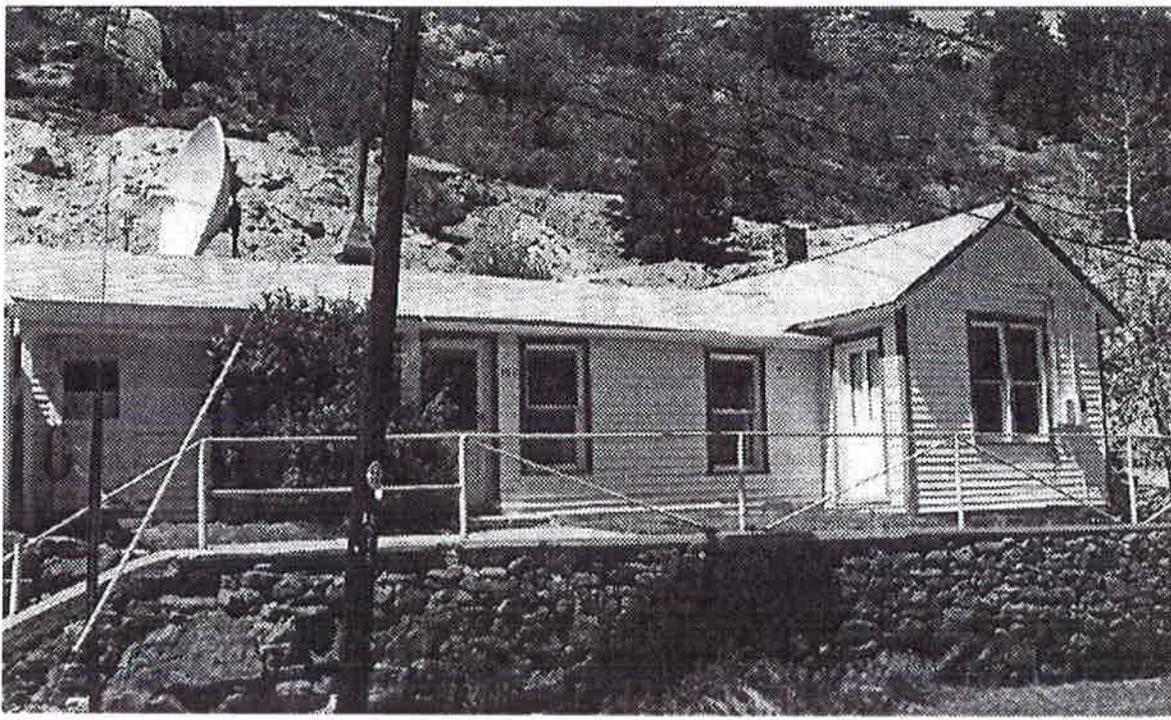
2004 Photograph



Current Address: **401 Chase**  
Resource Number: **5GL.7.446**  
NHL Resource Number: **B17-1**

Continuation Sheets

1998 Resurvey Photograph



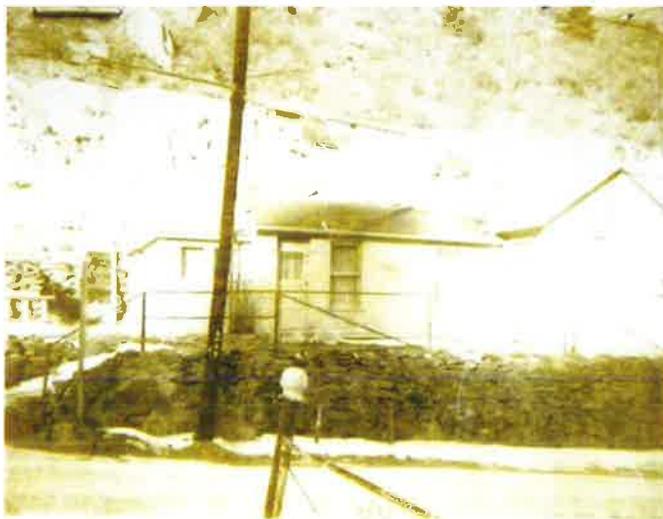
1986 Survey Photograph



Current Address: **401 Chase**  
Resource Number: **5GL.7.446**  
NHL Resource Number: **B17-1**

Continuation Sheets

Gilpin Assessor's Photographs





The Secretary of the Interior's Standards  
for the Treatment of Historic Properties

with Guidelines for  
Preserving, Rehabilitating,  
Restoring & Reconstructing  
Historic Buildings

The Secretary of the Interior is responsible for establishing professional standards and providing advice on the preservation and protection of all cultural resources listed in or eligible for listing in the National Register of Historic Places. **The Secretary of the Interior's Standards for the Treatment of Historic Properties**, apply to all proposed development grant-in-aid projects assisted through the National Historic Preservation Fund, and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. They address four treatments: Preservation, Rehabilitation, Restoration, and Reconstruction. The treatment Standards, developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995 *Federal Register* (Vol. 60, No. 133). They replace the 1978 and 1983 versions of 36 CFR 68 entitled, "The Secretary of the Interior's Standards for Historic Preservation Projects." The Guidelines in this book also replace the Guidelines that were published in 1979 to accompany the earlier Standards.

Please note that **The Secretary of the Interior's Standards for the Treatment of Historic Properties** are only regulatory for projects receiving federal grant-in-aid funds; otherwise, the Standards and Guidelines are intended only as general guidance for work on any historic building.

*Finally another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the IRS Code of 1986. The "Standards for Rehabilitation" cited in 36 CFR 67 should always be used when property owners are seeking certification for Federal tax benefits.*

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95-23913  
CIP  
Rev.

**The Secretary of the Interior's Standards  
for the Treatment of Historic Properties**

**with Guidelines for  
Preserving, Rehabilitating,  
Restoring & Reconstructing  
Historic Buildings**

**Kay D. Weeks and Anne E. Grimmer**

**U.S. Department of the Interior  
National Park Service  
Cultural Resource Stewardship and Partnerships  
Heritage Preservation Services  
Washington, D.C.  
1995**

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# Photo Credits

## *Front and Back Covers*

*Bangor House, Bangor, Maine, circa 1880.* Historic photo (front) and drawing (back): Courtesy, Maine State Historic Preservation Office.

## *Historical Overview (Materials and Features)*

*Building Exterior: Masonry.* Jack E. Boucher, HABS.

*Building Exterior: Wood.* Jack E. Boucher, HABS.

*Building Exterior: Architectural Metals.* Cervin Robinson, HABS.

*Building Exterior: Roofs.* Jack E. Boucher, HABS.

*Building Exterior: Windows.* Jack E. Boucher, HABS.

*Building Exterior: Entrances and Porches.* Jack E. Boucher, HABS.

*Building Exterior: Storefronts.* Jack E. Boucher, HABS.

*Building Interior: Structural Systems.* Cervin Robinson, HABS.

*Building Interior: Spaces, Features and Finishes.* Brooks Photographers, HABS Collection.

*Building Interior: Mechanical Systems.* National Park Service Files.

*Building Site.* Jack E. Boucher, HABS.

*Setting (District/Neighborhood).* Charles Ashton.

*Energy Conservation.* Laura A. Muckenfuss.

*New Additions to Historic Buildings.* Rodney Gary.

*Accessibility Considerations.* Department of Cultural Resources, Raleigh, North Carolina.

*Health and Safety Considerations.* National Park Service Files.

## Chapter Heads

### *Preservation*

*Hale House, Los Angeles, California.* Photos: Before: National Park Service files; After: Bruce Boehner.

### *Rehabilitation*

*Storefront, Painted Post, New York, after rehabilitation.* Photo: Kellogg Studio.

### *Restoration*

*Cannon-Stanford House, Oakland, California.* Photos: Before: National Park Service files; After: Courtesy, James B. Spaulding.

### *Reconstruction*

*George Washington Memorial House at Washington Birthplace National Monument, Westmoreland County, Virginia.* Photo: Richard Frear.

### *Text*

It should be noted that those photographs used to illustrate the guidelines text that are not individually credited in the captions are from National Park Service files.

## Acknowledgements

*The Standards for the Treatment of Historic Properties*, published in 1992, were reviewed by a broad cross-section of government entities and private sector organizations. *The Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* were developed in cooperation with the National Conference of State Historic Preservation Officers and reviewed by individual State Historic Preservation Offices nationwide. We wish to thank Stan Graves and Claire Adams, in particular, for their thoughtful evaluation of the new material. Dahlia Hernandez provided administrative support throughout the project.

Finally, this book is dedicated to H. Ward Jandl, whose long-term commitment to historic preservation helped define the profession as we know it today.

**EXHIBIT C**

**SECURITY INSTRUMENT**

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no security instrument is identified or attached hereto. A copy of the Special Warranty Deed is attached.



123365

Page: 1 of 2  
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Jess Lovingsler Gilpin County 388 R 11.00

### SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CHARLES MERCER SMITH FAMILY TRUST ("guarantor") for the consideration of Ten U.S. Dollars (\$10.00), and other good and valuable consideration the sufficiency of which has been agreed to by the parties, hereby grants, bargains, sells, conveys and confirms to JOSHUA GREGORY SMITH ("guarantee"), whose legal address is 500 Chase Street, P.O. Box 15, Black Hawk, Colorado 80422, the following real property situated in the County of Gilpin, State of Colorado.

See legal description attached hereto as Exhibit A and incorporated herein by this reference.

Gilpin County  
State Documentary Fee  
\$ none

also known as: 400 & 401 Chase Street, Black Hawk, Colorado 80422

Together with all appurtenances and privileges thereunto belonging or in anywise thereunto appertaining and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above described premises, with the hereditament and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), his heirs, successors and assigns forever. The grantor, for itself, its heirs and personal representative or successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs, successors and assigns, against all and every persons claiming the whole or any part hereof, by, through or under the grantor(s) subject to and except for easements, right of way, reservations, restrictions and covenants of record, and taxes for the year 2004 and subsequent years which are not yet due and payable.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the 13<sup>th</sup> day of September, 2004..

Grantor:  
Charles Mercer Smith Family Trust

By: Joshua Gregory Smith  
Joshua Gregory Smith, Trustee

STATE OF COLORADO )  
COUNTY OF Clear Creek ) ss.

The foregoing Special Warranty Deed was acknowledged before me this 13<sup>th</sup> day of September, 2004 by Joshua Gregory Smith as the sole trustee of the Charles Mercer Smith Family Trust.

Witness my hand and official seal

My Commission Expires: 1-19-07

E.A. Luther  
Notary Public



My Comm. Expires 1-19-07

2003-7491

CONVENIENCE DEED



123365

Page: 2 of 2  
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EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

A tract of land located within the corporate city boundary of Black Hawk, County of Gilpin, State of Colorado, and situated within the Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th P.M., more particularly described as follows:

Beginning at a point, from which said point the East 1/4 corner of said Section 12 bears S. 40°06'52" E., a distance of 435.77 feet; thence N. 9°27'00" W., a distance of 100.00 feet to a point on the southerly line of Chase Street; thence N. 81°41'09" E., along the said southerly line of Chase Street, a distance of 126.17 feet; thence S. 1°34'00" E., a distance of 100.68 feet; thence S. 81°41'09" W., a distance of 112.36 feet to the Point of Beginning,

Formerly known as Lots 3 and 4, Block 18, City of Black Hawk, County of Gilpin, State of Colorado.

Parcel B:

That portion of Lot 1, Section 12, Township 3 South, Range 73 West of the 6th P.M., (said Lot 1 being described in U. S. Patent recorded March 10, 1997, in Book 616, Page 368, and Map recorded March 10, 1997, in Book 616, page 369), County of Gilpin, State of Colorado, lying South of Chase Street (Chase Street being described in Boundary Line Agreement recorded July 12, 1995, in Book 583, Page 175),

Except those parcels described as follows:

A. A tract of land located within the corporate city boundary of Black Hawk, County of Gilpin, State of Colorado, and situated within the Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th P.M., more particularly described as follows:

Beginning at a point, from which said point the East 1/4 corner of said Section 12 bears S. 40°06'52" E., a distance of 435.77 feet; thence N. 9°27'00" W., a distance of 100.00 feet to a point on the southerly line of Chase Street; thence N. 81°41'09" E., along the said southerly line of Chase Street, a distance of 126.17 feet; thence S. 1°34'00" E., a distance of 100.68 feet; thence S. 81°41'09" W., a distance of 112.36 feet to the Point of Beginning,

Formerly known as Lots 3 and 4, Block 18, City of Black Hawk;

B. A tract of land located within the corporate city boundary of Black Hawk, County of Gilpin, State of Colorado, and situated within the Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th P.M., more particularly described as follows:

Beginning at a point, from which said point the East 1/4 corner of said Section 12 bears S. 40°06'52" E., a distance of 435.77 feet; thence S. 81°41'09" W., a distance of 113.40 feet; thence N. 7°19'00" W., a distance of 100.00 feet to a point on the southerly line of Chase Street; thence N. 81°41'09" E., along the said southerly line of Chase Street, a distance of 109.68 feet; thence S. 9°27'00" E., a distance of 100.00 feet to the Point of Beginning;

C. That portion of Lot 1, Section 12, Township 3 South, Range 73 West of the 6th P.M., (said Lot 1 being described in U. S. Patent recorded March 10, 1997, in Book 616, Page 368, and Map recorded March 10, 1997, in Book 616, page 369), County of Gilpin, State of Colorado, lying South of Chase Street (Chase Street being described in Boundary Line Agreement recorded July 12, 1995, in Book 583, Page 175), County of Gilpin, State of Colorado, described as follows:

That portion of said Lot 1 lying South of Chase Street (Chase Street being described in Boundary Line Agreement recorded July 12, 1995, in Book 583, Page 175) with a depth of 100 feet from the south boundary line of Excepted Parcel A, above, and except any portion lying within the Gettysburg Lode Mining Claim, U. S. Mineral Survey No. 5777,

County of Gilpin, State of Colorado.

Parcel C:

Lots 6, 7 and 8,  
Block 17,  
City of Black Hawk,  
County of Gilpin, State of Colorado.

## **EXHIBIT D**

### **PARTIAL SUBORDINATION OF RIGHTS**

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no request for partial subordination of rights is required.

REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS

\_\_\_\_\_  
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Book Page

Date  
Original Grantor (Borrower)  
Original Beneficiary (Lender)  
Date of Deed of Trust  
Recording Date of Deed of Trust  
County of Recording of Recorded Deed of Trust  
Reception No. of Recorded Deed of Trust  
Book and Page of Recorded Deed of Trust

BORROWER:

STATE OF COLORADO )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ Borrower.

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

(SEAL)

\_\_\_\_\_  
Notary

PARTIAL SUBORDINATION OF RIGHTS

WHEREAS, Owner owns certain real property (the "Property") and improvements thereon (the "Structure") that are secured by the above-referenced Deed of Trust;

WHEREAS, the Structure has certain architectural, historic and/or cultural significance, is located in a National Register historic district and has been deemed by the United States Department of the Interior as contributing to the historic significance of the historic district; and

WHEREAS, Owner desires to enter into a Historic Preservation Covenant and Deed Restriction Agreement (the "Covenant") with the City of Black Hawk, Colorado (the "City"), for the expenditure of funds by the City on the preservation and restoration of the Property and the Structure (the "Project");

NOW THEREFORE, Lender hereby agrees to subordinate its rights in the Project to the Covenant to the extent necessary to permit the City to enforce the purpose of the Covenant in perpetuity, and to prevent any extinguishment of the Covenant by the holder thereof. The priority of any present or future security instrument with respect to any valid claim on the part of the holder thereof to the proceeds of any sale, condemnation

proceedings, or insurance, or to the leases, rents and profits of the Property or Structure shall not be affected by the Covenant, and any liens created by the City's exercise of any of its rights under the Covenant shall be junior to such present and future security instrument; provided that the Covenant shall not be subordinated in any other respect whatsoever.

**LENDER:**

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

**Its:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**CITY OF** \_\_\_\_\_, **STATE OF** \_\_\_\_\_

**Please return signed original to:**

Cynthia Linker, Community Planning and Development Coordinator  
City of Black Hawk, PO Box 68, Black Hawk, CO 80422 - 303-582-0615

NOT APPLICABLE

**RESOLUTION 10-2015**  
**A RESOLUTION**  
**APPROVING THE**  
**TEMPORARY**  
**CONSTRUCTION**  
**EASEMENT AS A**  
**CONDITION OF THE**  
**PRESERVATION**  
**EASEMENT AGREEMENT**  
**FOR THE REHABILITATION**  
**OF 301 HIGH STREET**  
**BETWEEN THE CITY OF**  
**BLACK HAWK AND LLOYD**  
**AND CHRISTINA LARSEN,**  
**PROPERTY OWNERS OF 301**  
**HIGH STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 10 - 2015

**TITLE: A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT AS A CONDITION OF THE PRESERVATION EASEMENT AGREEMENT FOR THE REHABILITATION OF 301 HIGH STREET BETWEEN THE CITY OF BLACK HAWK AND LLOYD AND CHRISTINA LARSEN, PROPERTY OWNER OF 301 HIGH STREET.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

**Section 1.** The Temporary Construction Easement as a condition of the Preservation Easement Agreement, attached hereto as **Exhibit A**, for the Rehabilitation of 301 High Street between the City of Black Hawk and Lloyd and Christina Larsen, Property Owner of 301 High Street, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 28th day of January, 2015.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** *Temporary Construction Easement as a condition of the Preservation Easement for the rehabilitation of 301 High Street between the City of Black Hawk and Lloyd and Christina Larsen, property owner.*

**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen: *I move to recommend **APPROVAL** of the Temporary Construction Easement as a condition of the Preservation Easement Agreement between the City of Black Hawk and Lloyd and Christina Larsen, property owner of 301 High Street.*

**MOTION TO APPROVE (or deny, etc.) 10-2015 - A Resolution Approving the Temporary Construction Easement as a condition of the Preservation Easement Agreement for the Rehabilitation of 301 High Street between the City of Black Hawk and Lloyd and Christina Larsen, Property Owner.**

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** *The property owner understands and agrees that prior to any construction, applicant shall grant to the City temporary construction easements (Exhibit A) necessary to complete the work, and shall execute a deed restriction (Exhibit B) in favor of the City.*

**AGENDA DATE:** *January 28, 2015*

**WORKSHOP DATE:** *N/A*

**FUNDING SOURCE:** *N/A*

**DEPARTMENT DIRECTOR APPROVAL:** Yes No

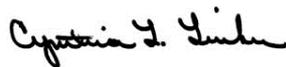
**STAFF PERSON RESPONSIBLE:** *Cynthia L. Linker, CP&D Administrator*

**DOCUMENTS ATTACHED:** *Resolution 10-2015, Request for Council Action, Exhibit A - Temporary Construction Easement and Exhibit B – Historic Preservation Easement*

**RECORD:** Yes No

**CITY ATTORNEY REVIEW:** Yes N/A

**SUBMITTED BY:**



---

Cynthia L. Linker  
CP&D Administrator

**REVIEWED BY:**



---

Jack D. Lewis, City Manager

**EXHIBIT A**

**TEMPORARY CONSTRUCTION EASEMENT**

## TEMPORARY CONSTRUCTION EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That Lloyd Larsen, who is the property owner of 301 High Street ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **CITY OF BLACK HAWK**, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("**Grantee**"), a Temporary Construction Easement for the rehabilitation of 301 High Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference the "Temporary Easement Property".

1. Said Temporary Easement shall expire and be of no further force or effect one (1) year after the date of notice by the Grantee of the commencement of said temporary construction easement. More specifically, this Temporary Easement shall not commence until the Grantee provides a written notice to Grantor of the commencement of the Temporary Easement, which must be provided within one (1) year of the date of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

3. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure, which may interfere with Grantee's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employecs hereto.

5. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.



**GRANTEE: CITY OF BLACK HAWK**

By: \_\_\_\_\_  
David D. Spellman, Mayor

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

Attest: \_\_\_\_\_  
Melissa A. Greiner, City Clerk

Approved as to legal form: \_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**Exhibit A**

Temporary Construction Easement Property



**EXHIBIT B**

**HISTORIC PRESERVATION EASEMENT**

## HISTORIC PRESERVATION EASEMENT

This **HISTORIC PRESERVATION EASEMENT AGREEMENT** (the "**Easement**") is entered into as of the \_\_\_\_ day of \_\_\_\_ 20\_\_, by and between **LLOYD M. AND CHRISTINA A. LARSEN** whose property address is **301 HIGH STREET**, Black Hawk, Colorado 80422 ("**Grantor**"), and the **CITY OF BLACK HAWK**, a Colorado home rule municipality, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422 (the "City").

### WITNESSETH

WHEREAS, Grantor owns certain real property (the "**Property**") and the improvements thereon (the "**Structure**") located at **301 HIGH STREET** in the City of Black Hawk, Gilpin County, Colorado, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, the Structure has certain architectural, historic and/or cultural significance, which attributes are collectively described in **Exhibit B** attached hereto and incorporated herein by this reference, the Structure is located in a National Register historic district, and has been deemed by the United States Department of the Interior as contributing to the historic significance of the historic district;

WHEREAS, in exchange for the grant of this Easement, the City has agreed to expend a portion of its Restoration and Preservation Grant Funds to restore and/or preserve the Structure; and

WHEREAS, the grant of this Easement by Grantor to the City will assist in preserving and maintaining the Structure for the benefit of the general public.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, Grantor and the City hereby covenant and agree as follows:

1. Grant of Easement. In specific consideration for the expenditure of funds by the City on the preservation and restoration of the Property and the Structure (the "Project"), Grantor hereby grants to the City a perpetual easement to preserve the Structure as hereinafter described following completion of the Project as follows:

a. Easement Area. The Area of the Easement encompasses the exterior of the structure including but not limited to wall surfaces, railings, decorative woodwork, decorative metalwork, doors, windows, roofs, decorative elements, interior drywall and the sub-floor.

b. Scope of Easement. This Easement conveys to the City an interest in the Structure as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

i. The exterior of the Structure, including interior drywall and the sub-floor, is not to be visually or structurally altered from the condition existing as of the Effective Date of this Easement without the City's Consent. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.

ii. The Structure shall not be demolished and no new structures or additions of any kind to the exterior of the Structure, including interior drywall and the sub-floor, may be constructed at the Property without the City's Consent, except as may be required by law.

iii. The Property and the Structure shall be maintained in a good and sound state of repair in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as modified from time to time (the "Standards"), to prevent deterioration in its exterior appearance existing on the date hereof, as depicted in **Exhibit B**. Such maintenance and repair includes replacement, repair, and reconstruction by Grantor whenever reasonably necessary to preserve the Property and the Structure in substantially the same condition and state of repair as that existing on the date hereof.

iv. Grantor, at its expense, shall keep the Property and the Structure insured by a reputable insurance company licensed and in good standing in the state in which the Structure is located with a replacement cost insurance policy against loss or damage resulting from fire, windstorm, vandalism, explosion and such other hazards as typically required by prudent property owners in the same geographic area as the Property; and shall carry and maintain comprehensive public liability insurance under a policy issued by an insurance company that names the City as an additional insured party thereunder.

v. The Property shall not be subdivided or otherwise parcelized without the City's consent.

2. City Review Procedures. The City has the discretion when reviewing applications under Section 1, to give or withhold its consent, conditionally or unconditionally, but such consent shall not be unreasonably withheld, conditioned or delayed. "Consent" as used herein, means that the City shall have given or withheld its prior written consent to the requested action, or approval. The basis for the City's review of and Consent to proposed changes to the Project shall be the Standards.

3. Owner's Representative Payment. The City hereby agrees to reimburse Grantor for all Owner's Representative fees incurred on the project, provided that the Owner's Representative is a third party Owner's Representative consulting firm or individual hired to perform the Owner's Representative tasks and that such individual or firm is not the Grantor themselves, related to the Grantor, or an employer of someone related to the Grantor.

4. Right of Entry. Grantor agrees that representatives of the City may upon prior reasonable notice and at times reasonably acceptable to Grantor inspect the Property, including the Structure. Inspections will normally occur outside the Structure, except if the City determines interior access is reasonably necessary to establish compliance with this Easement.

5. Obligations of Grantor. Grantor shall pay before delinquency all real estate taxes, assessments, fees or charges properly levied upon the Property and shall furnish the City with evidence of payment upon request. Grantor shall keep the Property free of any liens or encumbrances for obligations incurred by Grantor, other than liens or encumbrances secured by the Project that are subordinate to this Easement. The City shall have no liability or responsibility of any kind related to the ownership, operation, insurance, or maintenance of the Property other than as specifically identified in this Easement.

6. Increased Value. For any Project that expends funds in excess of fifty thousand dollars (\$50,000), if Grantor sells the Property within five (5) years of the date the Project is completed, Grantor agrees to pay the City the "Increased Value" of the Property on a pro-rated basis as follows:

a. The "Increased Value" of the Property shall be determined in the following manner:

i. Before any work has begun on the Project, the Property's "Pre-Project Value" shall be determined by a certified appraiser chosen by the City.

ii. The Increased Value shall be calculated by subtracting the Pre-Project Value from the price paid by the purchaser of the Property subsequent to completion of the Project.

b. The amount to be paid to the City shall equal the amount of the Increased Value less an amount equal to one-fifth (1/5) of the amount of the Increased Value for each full year occurring between the date the Project is completed and the date of the sale of the Property.

7. Condemnation. Grantor shall notify the City of any condemnation proceeding with respect to the Property. The City has the option, but not the obligation, to participate in any action or settlement with respect to any condemnation and to claim the pro-rated portion of any Increased Value of any net proceeds calculated in accordance with the provisions of paragraph 5.

8. Remedies for Breach.

a. Upon a breach of any provision of this Easement, the City may pursue all available legal and equitable remedies, including injunction, to prevent or seek remedy for such violation. The prevailing party in any enforcement shall be entitled to reasonable attorney fees, costs and expenses. Grantor expressly agrees that if Grantor directly acts, or Grantor's officers, agents, representatives or employees directly act pursuant to Grantor's instructions, to cause a demolition or willful destruction of a material portion of the Property including the Structure, the City, in addition to any other equitable relief, is entitled to recover as liquidated damages the Increased Value of the

Project prior to such demolition or destruction. Grantor agrees for itself and its successors and assigns that such liquidated damages are reasonable as of the Effective Date and

b. If the Property has substantially deteriorated as a result of a breach of subparagraph 1(b)(iii), then the City may send written notice to Grantor requesting that the Project be repaired to achieve a level of maintenance consistent with subparagraph 1(b)(iii). If, within ninety (90) days of receipt of such notice, Grantor fails to commence the implementation of repair actions reasonably satisfactory to the City, then the City or its agents may enter upon the Property and cause repairs to be made at Grantor's sole expense. Grantor's failure to reimburse the City for any actions taken by the City pursuant to this paragraph within 30 (thirty) days of Grantor's receipt of invoice(s) and supporting documentation for such actions shall constitute a lien on the Property accruing interest at the lesser of the maximum per annum rate permitted by law or 12% (twelve percent) per annum. Upon payment by Grantor of all amounts due to the City pursuant to this paragraph, including all interest accrued hereunder, the City shall deliver to Grantor a release of the lien.

9. Nature and Duration. The covenants, conditions and restrictions in this Easement run with the land constituting the Property in perpetuity and are binding upon Grantor and the successors and assigns of Grantor for the benefit of the City.

10. Indemnification. Grantor shall hold harmless, indemnify and defend the City and its officers, employees, agents and contractors, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, or judgments (collectively, "Claims") in any way related to: (1) any real property taxes and general or special assessments assessed and levied against the Project; or (2) this Easement, the conveyance or possession thereof or the exercise of any rights hereunder, excluding, however, any Claims based in whole or in part upon the gross negligence or willful misconduct of any Indemnified Party, provided that the Indemnified Party gives Grantor prompt notice of each such Claim, cooperates in the defense thereof, and Grantor shall have the sole right to defend and/or settle each such Claim.

11. Entire Agreement and Severability. This instrument and the attached Exhibits contain the entire agreement of the parties with respect to the Easement and supersede any prior agreements relating to the Easement. If any provision of this Easement is held unenforceable by a court of competent jurisdiction, the remainder of the Easement shall continue in full force and effect.

12. Subordination. Grantor represents and warrants to the best of its knowledge that the only mortgage or deed of trust encumbering the Project is the security instrument identified in **Exhibit C** attached hereto. Concurrently herewith, the holder of the security instrument hereto has agreed, by separate instrument (in the form of **Exhibit D** attached hereto) to be recorded immediately after this Easement, to subordinate its rights in the Project to this Easement to the extent necessary to permit the City to enforce the purpose of the Easement in perpetuity and to prevent any extinguishment of this Easement by the holder thereof. The priority of any present or future security instrument with respect to any valid claim on the part of

the holder thereof to the proceeds of any sale, condemnation proceedings or insurance, or to the leases, rents and profits of the Property or Structure shall not be affected by this Easement, and any liens created by the City's exercise of any of its rights under this Easement shall be junior to such present and future security instrument; provided that this Easement shall not be subordinated in any other respect whatsoever.

13. Notices. All notices given pursuant to this Easement shall be in writing and sent to the other party at the address set forth in the first paragraph hereof, by US Mail or overnight express courier. Either party may change its notice address by notice to the other party. Either party may, from time to time, specify one additional party to receive written notice in order for such notice to be binding.

14. Amendments. This Easement may be amended only by a written instrument signed by Grantor and the City.

**WHEREFORE**, the parties hereto have executed this Agreement on the day and year first above-written.

**CITY OF BLACK HAWK**

\_\_\_\_\_  
David D. Spellman, Mayor

**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**GRANTOR**

By: Lloyd M. Larsen  
**LLOYD M. LARSEN**

By: Christina A. Larsen  
**CHRISTINA A. LARSEN**

STATE OF COLORADO )  
 )ss.  
COUNTY OF Gilpin )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 15 day of January, 2015, by Lloyd and Tina Larsen.

My commission expires: July 24, 2018

(S E A L)

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

REBECCA LYNN BLONDO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144029122  
MY COMMISSION EXPIRES JULY 24, 2018

## **EXHIBIT A**

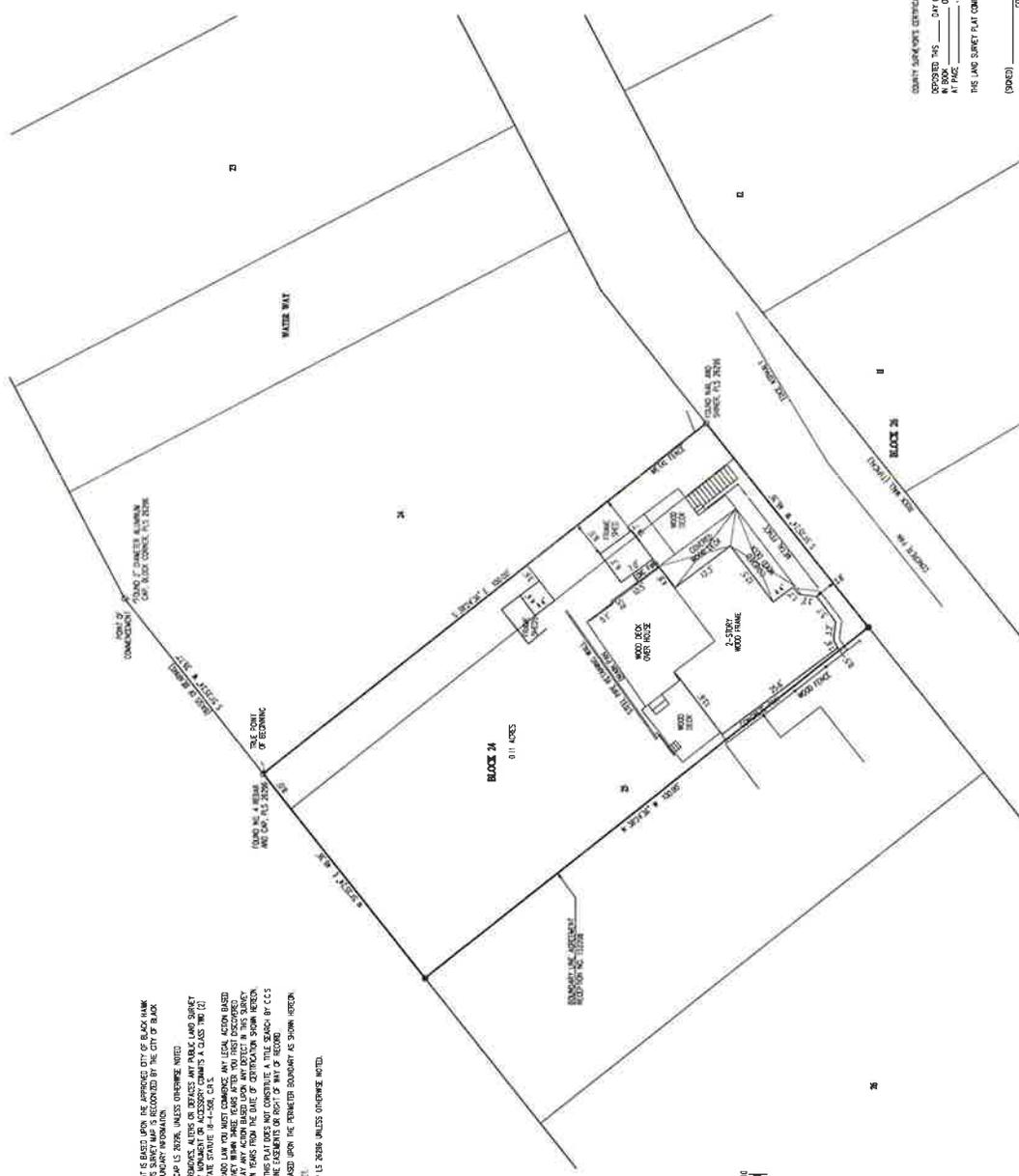
### **DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS**

Property is located at 301 High Street, legally described as The west eight feet of Lot 24 and a portion of Lot 25, Block 24, City of Black Hawk, based upon the City of Black Hawk survey map of Block 24, of the Map of Black Hawk, surveyed by Albert Johnson City Surveyor, dated May and June 1866, City of Black Hawk, County of Gilpin, State of Colorado.

See attached survey.

**IMPROVEMENT SURVEY PLAT OF**

**A PORTION OF LOTS 24 AND 25, BLOCK 24, LOCATED WITHIN SECTION 7  
TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO**



- NOTES:**
1. THIS IMPROVEMENT SURVEY PLAT IS BASED UPON THE APPROVED CITY OF BLACK HAWK SURVEY MAP OF BLOCK 24, THE SURVEY MAP IS RECORDED BY THE CITY OF BLACK HAWK.
  2. C-FOUNDING, L-SEWER AND GAS IS SHOWN UNLESS OTHERWISE NOTED.
  3. ANY PERSON WHO KNOWS OF ANY ERRORS, ALIENS OR DETAILS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMBUSTIBLE CLASS THE (2)
  4. NOTES: ACCORDING TO COLORADO LAW THAT ANY CHANGE IN THE (LEGAL) RECORD UPON ANY DEED IN THIS SURVEY SHALL HAVE EFFECT AFTER THE DEED IS RECORDED. BE COMPLETED MORE THAN TEN YEARS FROM THE DATE OF REISTRATION FROM THE
  5. THE SURVEY REPRESENTED BY THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY CCS CONSULTANTS, INC. TO DETERMINE ENCUMBRANCES OR RIGHT OF WAY OF RECORD.
  6. ALL CALCULATIONS ARE BASED UPON THE PERMITTED BOUNDARY AS SHOWN HEREIN.
  7. SEE ENCLOSED SURVEY MAP SHEET.
  8. SHEET NO. 4 OF 4. SEWER AND GAS IS SHOWN UNLESS OTHERWISE NOTED.



**DESCRIPTION:**

THE WEST 1/2 OF LOT 24 AND A PORTION OF LOT 25, BLOCK 24, BASED UPON THE SURVEY MAP OF BLOCK 24, OF THE CITY OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, UNITED MAY BE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY ANGLE POINT OF SAID LOT 24, BLOCK 24, THENCE ALONG SAID NORTHERLY LINE S 25° 14' 30" W, 39.77 FEET TO THE TRUE POINT OF BEGINNING WITH ALL BEARINGS AND DISTANCES AS SHOWN; THENCE S 25° 14' 30" W, 14.94 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 911 LOTS, MORE OR LESS.

**SURVEY CERTIFICATE**

I, MICHAEL J. HOFFER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HAVE REVIEWED THE SURVEY MAP AND THE SURVEY PLAT AND THE PROPERTY THEREON AND I CERTIFY THAT THE SURVEY MAP AND THE SURVEY PLAT ARE CORRECT AND ACCURATE AND THAT THE SURVEY MAP AND THE SURVEY PLAT HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A MEMBER OF THE PROFESSIONAL SURVEYORS ASSOCIATION OF THE STATE OF COLORADO.



CCS CONSULTANTS, INC. HAS MADE AN INVESTIGATION OF THE RECORDS FOR ENCUMBRANCES, UNRECORDED INSTRUMENTS, RESTRICTIVE COVENANTS, OWNERSHIP AND INTERESTS OF ANY OTHER PARTS THAT AN ACCURATE AND CORRECT TITLE SURVEY MAY REVEAL.

**COUNTY SURVEYOR CERTIFICATE**

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE COUNTY SURVEYORS' LAND SURVEY PLAT BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_, RECEPTION NUMBER \_\_\_\_\_

THE LAND SURVEY PLAT COMPLIES WITH SECTION 38-31-102.03

(SIGNED) \_\_\_\_\_ COUNTY SURVEYOR

**CCS CONSULTANTS, INC.**  
4800 Park Street, Suite 200  
Colorado Springs, Colorado 80909  
PHONE: 303-442-4400 FAX: 303-442-9800

PREPARED FOR THE CITY OF BLACK HAWK

**EXHIBIT B**

**HISTORICAL SIGNIFICANCE OF THE SUBJECT PROPERTY**

Based upon the 1991 Black Hawk – Central City Historic District Inventory and resurvey of 2011.

(See attached survey form)

**PROPERTY AND STRUCTURE MAINTENANCE**

In accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*

(See attached standards reference)

BLACK HAWK CULTURAL RESOURCE SURVEY  
**Cultural Resource Re-evaluation Form**  
(page 1 of 2)

1. Current Address: **301 High Street**

2. Resource Number: **5GL.7.392**

3. NHL Resource Number: **B24-6**

4. Resource Name:

5. Purpose of this current site visit (check as many as apply)

- Site is within a current project area  
 Resurvey  
 Update of previous site form(s)  
 Surface collection  
 Testing to determine eligibility  
 Excavation  
 Other

6. Previous Recordings:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> 1986 National Park Service Survey          | <input checked="" type="checkbox"/> Photograph |  |
| <input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination | No Photographs                                 | <input checked="" type="checkbox"/> Contributing |
| <input checked="" type="checkbox"/> 1998 Re-survey                             | <input checked="" type="checkbox"/> Photograph |  |
| <input checked="" type="checkbox"/> 2004 Photo survey                          | <input checked="" type="checkbox"/> Photograph |  |
| <input type="checkbox"/> Other:  | <input type="checkbox"/> Photograph            |  |

7. Exterior alterations since 1986: **1996: alteration permit valuation \$25,000. 1997: alteration permit valuation \$19,500. 2006: Roof repair. A rear deck may not date from 1986, although photos from that period are not clear.**

8. Additional historical background : **No houses on High Street are shown in 1890 Sanborn map, although a row of houses is visible in several historic photographs purportedly dating from the 1880s. A house is shown to the west of this location in the 1895 Sanborn map, while this land is vacant. This house appears in the 1900 Sanborn, but is only 1 story; this is corroborated in historic photos. By 1910, however, the gable-front portion was changed to 2 stories. Deed research is recommended to reconcile the construction date discrepancy between the Sanborn maps & historic photographs.**

Ca. 1897 Construction date  Estimate from 1986 NPS Survey  New estimate

Sources of information: ***Digital Image Collection, Western History & Genealogy, Denver Public Library; The Gilpin Railroad Era (Abbot)***

Sanborn Maps

1886

1890

1895

1900

Current Address: **301 High Street**

(page 2 of 2)

Resource Number: **5GL.7.392**

NHL Resource Number: **B24-6**

9. Changes to Location or Size Information: **In addition to alterations noted in item 8, there are two small outbuildings not previously recorded in the 1986 survey, although they are visible in the 1986 survey photo.**
10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:  
Contributing  Non contributing  Need data
11. National Register - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
12. Is there National Register district potential? Yes  No   
Discuss: **Would be a contributing building to a potential NR district.**
13. Local Designation - Individual Eligibility Assessment:  
Eligible  Not eligible  Need data
14. Is there Local district potential? Yes  No   
Discuss: **Would be a contributing building to a potential local district.**
15. Photograph Types and Numbers: **Digital, <.jpg> format. 301 High-1.JPG, 301 High-2.JPG, 301 High-3.JPG**
16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**
17. Recorder(s): **Deon Wolfenbarger**
18. Date(s): **January 7, 2010**
19. Recorder Affiliation: **Three Gables Preservation**
20. Attachments  
(check as many as apply)  
 Photographs  
 Site sketch map  
 U.S.G.S. map photocopy  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_
21. Official determination  
(OAHF USE ONLY)  
 Determined Eligible  
 Determined Not Eligible  
 Need Data  
 Nominated  
 Listed  
 Contributing to N.R. District  
 Not Contributing to N.R. Dist

Current Address: **301 High Street**  
Resource Number: **5GL.7.392**  
NHL Resource Number: **B24-6**

Continuation Sheets

Current Photograph  
Date: **04/09/2009**



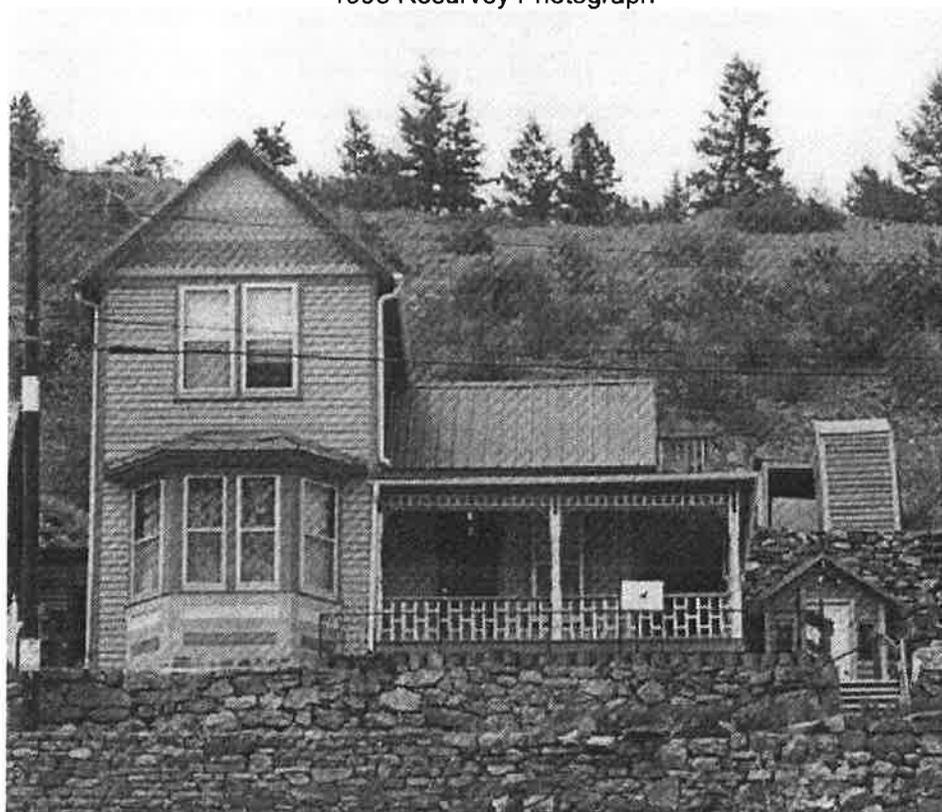
Current Address: **301 High Street**  
Resource Number: **5GL.7.392**  
NHL Resource Number: **B24-6**

Continuation Sheets

2004 Photograph



1998 Resurvey Photograph



Current Address: **301 High Street**  
Resource Number: **5GL.7.392**  
NHL Resource Number: **B24-6**

Continuation Sheets

1986 Survey Photograph



Gilpin County Assessor's photograph



Current Address: **301 High Street**  
Resource Number: **5GL.7.392**  
NHL Resource Number: **B24-6**

Continuation Sheets

Gilpin County Assessor's photographs



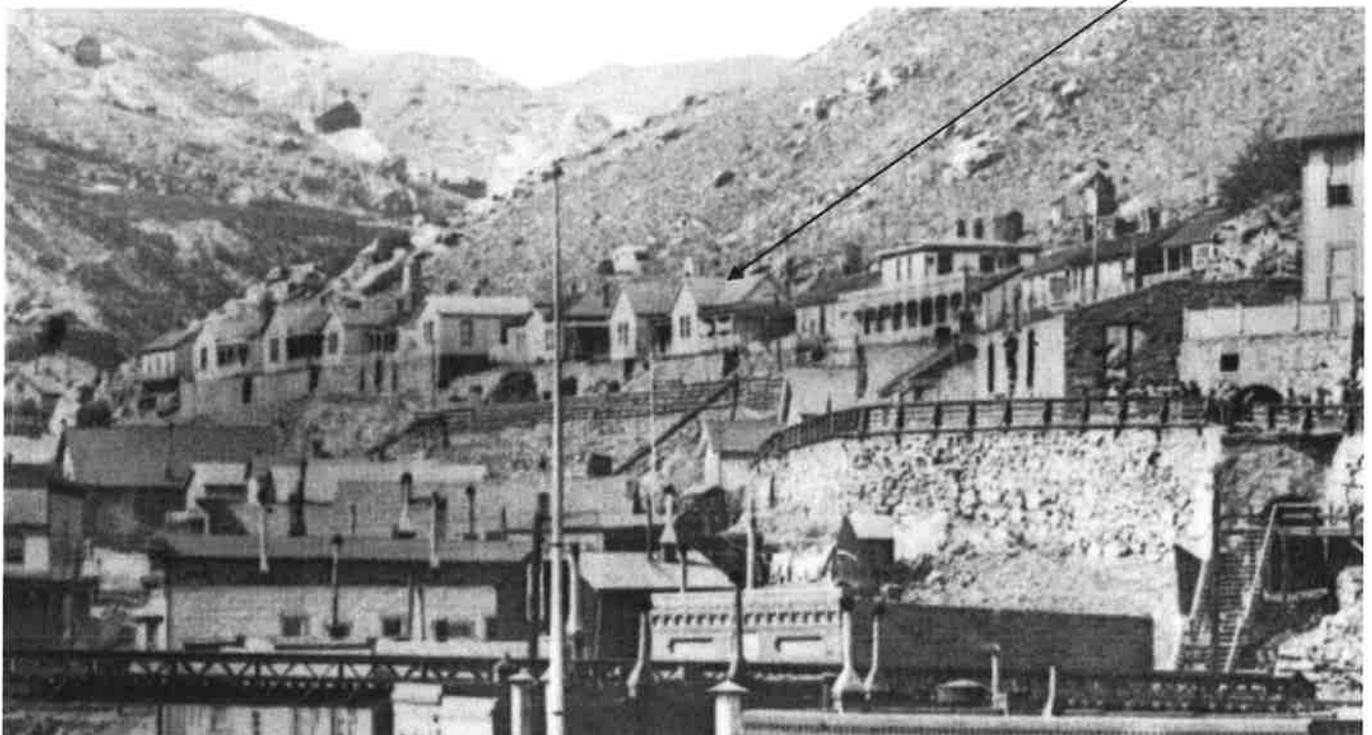
Current Address: **301 High Street**  
Resource Number: **5GL.7.392**  
NHL Resource Number: **B24-6**

Continuation Sheets

Historic photographs



Ca. 1880



Ca. 1898

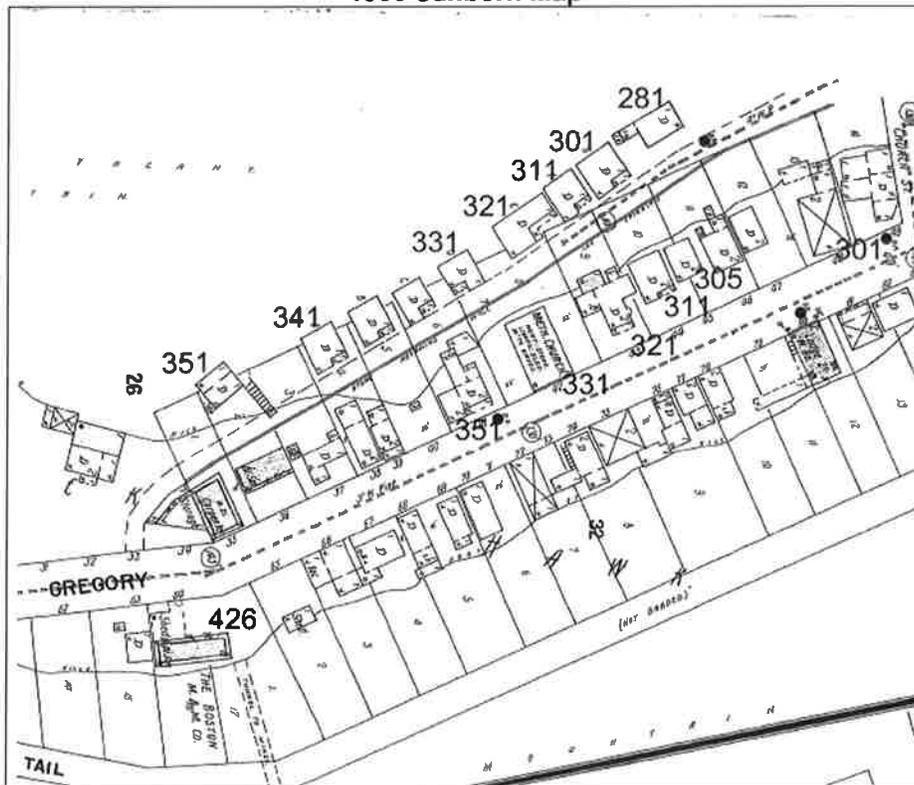
Current Address: **301 High Street**  
Resource Number: **5GL.7.392**  
NHL Resource Number: **B24-6**

Continuation Sheets

Historic photograph



Ca. 1910  
1900 Sanborn Map





The Secretary of the Interior's Standards  
for the Treatment of Historic Properties

with Guidelines for  
Preserving, Rehabilitating,  
Restoring & Reconstructing  
Historic Buildings

The Secretary of the Interior is responsible for establishing professional standards and providing advice on the preservation and protection of all cultural resources listed in or eligible for listing in the National Register of Historic Places. The Secretary of the Interior's Standards for the Treatment of Historic Properties, apply to all proposed development grant-in-aid projects assisted through the National Historic Preservation Fund, and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. They address four treatments: Preservation, Rehabilitation, Restoration, and Reconstruction. The treatment Standards, developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995 *Federal Register* (Vol. 60, No. 133). They replace the 1978 and 1983 versions of 36 CFR 68 entitled, "The Secretary of the Interior's Standards for Historic Preservation Projects." The Guidelines in this book also replace the Guidelines that were published in 1979 to accompany the earlier Standards.

Please note that The Secretary of the Interior's Standards for the Treatment of Historic Properties are only regulatory for projects receiving federal grant-in-aid funds; otherwise, the Standards and Guidelines are intended only as general guidance for work on any historic building.

*Finally another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the IRS Code of 1986. The "Standards for Rehabilitation" cited in 36 CFR 67 should always be used when property owners are seeking certification for Federal tax benefits.*

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CIP

Rev.

The Secretary of the Interior's Standards  
for the Treatment of Historic Properties

with Guidelines for  
Preserving, Rehabilitating,  
Restoring & Reconstructing  
Historic Buildings

Kay D. Weeks and Anne E. Grimmer

U.S. Department of the Interior  
National Park Service  
Cultural Resource Stewardship and Partnerships  
Heritage Preservation Services  
Washington, D.C.  
1995

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## Photo Credits

### *Front and Back Covers*

*Bangor House, Bangor, Maine, circa 1880.* Historic photo (front) and drawing (back): Courtesy, Maine State Historic Preservation Office.

### *Historical Overview (Materials and Features)*

*Building Exterior: Masonry.* Jack E. Boucher, HABS.

*Building Exterior: Wood.* Jack E. Boucher, HABS.

*Building Exterior: Architectural Metals.* Cervin Robinson, HABS.

*Building Exterior: Roofs.* Jack E. Boucher, HABS.

*Building Exterior: Windows.* Jack E. Boucher, HABS.

*Building Exterior: Entrances and Porches.* Jack E. Boucher, HABS.

*Building Exterior: Storefronts.* Jack E. Boucher, HABS.

*Building Interior: Structural Systems.* Cervin Robinson, HABS.

*Building Interior: Spaces, Features and Finishes.* Brooks Photographers, HABS Collection.

*Building Interior: Mechanical Systems.* National Park Service Files.

*Building Site.* Jack E. Boucher, HABS.

*Setting (District/Neighborhood).* Charles Ashton.

*Energy Conservation.* Laura A. Muckenfuss.

*New Additions to Historic Buildings.* Rodney Gary.

*Accessibility Considerations.* Department of Cultural Resources, Raleigh, North Carolina.

*Health and Safety Considerations.* National Park Service Files.

## Chapter Heads

### *Preservation*

*Hale House, Los Angeles, California.* Photos: Before: National Park Service files; After: Bruce Boehner.

### *Rehabilitation*

*Storefront, Painted Post, New York, after rehabilitation.* Photo: Kellogg Studio.

### *Restoration*

*Camron-Stanford House, Oakland, California.* Photos: Before: National Park Service files; After: Courtesy, James B. Spaulding.

### *Reconstruction*

*George Washington Memorial House at Washington Birthplace National Monument, Westmoreland County, Virginia.* Photo: Richard Frear.

### *Text*

It should be noted that those photographs used to illustrate the guidelines text that are not individually credited in the captions are from National Park Service files.

## Acknowledgements

*The Standards for the Treatment of Historic Properties*, published in 1992, were reviewed by a broad cross-section of government entities and private sector organizations. *The Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* were developed in cooperation with the National Conference of State Historic Preservation Officers and reviewed by individual State Historic Preservation Offices nationwide. We wish to thank Stan Graves and Claire Adams, in particular, for their thoughtful evaluation of the new material. Dahlia Hernandez provided administrative support throughout the project.

Finally, this book is dedicated to H. Ward Jandl, whose long-term commitment to historic preservation helped define the profession as we know it today.

**EXHIBIT C**

**SECURITY INSTRUMENT**

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no security instrument is identified or attached hereto. A copy of the Special Warranty Deed is attached.

SPECIAL WARRANTY DEED

THIS DEED, Made this 5 day of July 2011 between

US Bank National Association, as Trustee for Credit Suisse First Boston CSFB2005-12  
of the SMITH County of SMITH and State of IOWA, grantor(s), and

Lloyd M. Larsen and Christina A. Larsen  
whose legal address is PO Box 189, Black Hawk, Co 80422.  
of the County of GILPIN, State of Colorado, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of Eighty Thousand Five Hundred Dollars and 00/100ths—  
(\$80500.00), the receipt and sufficiency of which is hereby acknowledged,  
has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the  
grantee(s), his heirs and assigns forever not in tenancy in common but in joint tenancy, all the real property together with  
improvements, if any, situate, lying and being in the County of GILPIN, State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Black Hawk Sub E.R.L.

also known by street and number as 301 HIGH ST, GOLDEN, CO 80422

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining,  
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest,  
claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the  
hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s),  
his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and  
agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable  
possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof,  
by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all  
genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

SELLER:

US Bank National Association, as Trustee for Credit Suisse  
First Boston CSFB2005-12 by Wells Fargo Bank, N.A.  
Successor by Merger to Wells Fargo Home Mortgage, Inc.,  
as Attorney in Fact  
By:

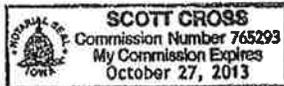
X [Signature]  
As: JASON WILSON  
Vice President Loan Documentation

STATE OF IA )ss:  
COUNTY OF SMITH

The foregoing instrument was acknowledged before me this 5 day of July by  
Jason Wilson as VP of Wells Fargo Bank, N.A.  
Successor by Merger to Wells Fargo Home Mortgage, Inc., as Attorney in Fact  
for US Bank National Association, as Trustee for Credit Suisse First Boston CSFB2005-12

[Signature]  
Notary Public

Witness my hand and official seal.  
My Commission expires:



**EXHIBIT "A"**

The East One-Half of Lot 25, and the West 8 feet of Lot 24, Block 24, City of Black Hawk, described as follows:

From Corner No. 4 of said City, North 20°50' West, 76.78 feet along City boundary; thence North 50°30'24" East 388.95 feet along High Street; thence North 39°29'36" West, 8 feet to the POINT OF BEGINNING; thence North 39°29'36" West 100.00 feet; thence North 50°30'24" East 43.50 feet; thence South 39°29'36" East 100.00 feet; thence South 50°30'24" West 43.50 feet to the Point of Beginning,  
County of Gilpin State of Colorado,

Which parcel was described in the Warranty Deed from John S. Cowan and Jane K. Cowan to Thomas James Tyslan recorded on July 7, 1993, in Book 546 at Page 35, and in the Deed of Trust from Thomas James Tyslan to the Public Trustee of Gilpin County for the benefit of Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, recorded on September 19, 2005, at Reception No. 127460, and in the Notice of Election and Demand for Sale recorded on May 19, 2010, at Reception No. 141504, and in the Public Trustee's Certificate of Purchase recorded on February 24, 2011, at Reception No. 143563, and in the Confirmation Deed recorded on March 14, 2011, at Reception No. 143702, as:

The E One-half of Lot 25, and the West 8 feet of Lot 24, Block 24, City of Black Hawk, described as follows:

From Corner No. 4 of said City, North 20°50' West, 76.78 feet along City boundary; thence North 50°30'24" East 388.95 feet along High Street; thence North 39°29'36" West 100.00 feet; thence North 50°30'24" East 43.50 feet; thence South 39°29'36" East 100 feet; thence South 50°30'24" West 43.50 feet to the Point of Beginning,  
County of Gilpin, State of Colorado.

*Black Hawk*

Also known by street address as: 301 HIGH ST GOLDEN, CO 80422

A.P.N. # R003987



## **EXHIBIT D**

### **PARTIAL SUBORDINATION OF RIGHTS**

Grantor represents and warrants to the best of his/her knowledge that there is no mortgage or deed of trust encumbering the Project, therefore no request for partial subordination of rights is required.



proceedings, or insurance, or to the leases, rents and profits of the Property or Structure shall not be affected by the Covenant, and any liens created by the City's exercise of any of its rights under the Covenant shall be junior to such present and future security instrument; provided that the Covenant shall not be subordinated in any other respect whatsoever.

**LENDER:**

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

**Its:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**CITY OF** \_\_\_\_\_, **STATE OF** \_\_\_\_\_

**Please return signed original to:**

Cynthia Linker, Community Planning and Development Coordinator  
City of Black Hawk, PO Box 68, Black Hawk, CO 80422 - 303-582-0615

NOT APPLICABLE

**RESOLUTION 11-2015**  
**A RESOLUTION**  
**APPROVING THE**  
**TEMPORARY**  
**CONSTRUCTION**  
**EASEMENT FOR THE**  
**REHABILITATION OF 301**  
**HIGH STREET BETWEEN**  
**THE CITY OF BLACK**  
**HAWK AND LLOYD AND**  
**CHRISTINA LARSEN,**  
**PROPERTY OWNERS OF**  
**311 HIGH STREET**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 11 - 2015

**TITLE: A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT FOR THE REHABILITATION OF 301 HIGH STREET BETWEEN THE CITY OF BLACK HAWK AND LLOYD AND CHRISTINA LARSEN, PROPERTY OWNERS OF 311 HIGH STREET.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

**Section 1.** The Temporary Construction Easement for the Rehabilitation of 301 High Street between the City of Black Hawk and Lloyd and Christina Larsen, Property Owners of 311 High Street, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 28th day of January, 2015.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Greiner, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** *Temporary Construction Easement to allow access from 311 High Street to the west side of 301 High Street for the rehabilitation of that property.*

**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen: *I move to recommend **APPROVAL** of the Temporary Construction Easement to allow access from 311 High Street to the west side of 301 High Street for the rehabilitation of that property.*

**MOTION TO APPROVE (or deny, etc.) 11-2015 - A Resolution Approving the Temporary Construction Easement for the Rehabilitation of 301 High Street Between the City of Black Hawk and Lloyd and Christina Larsen, Property Owner of 311 High Street.**

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** *Lloyd and Christina Larsen, property owner of 311 High Street do hereby grant, bargain, sell and convey to the City of Black Hawk a Temporary Construction Easement for the rehabilitation of 301 High Street.*

**AGENDA DATE:** *January 28, 2015*

**WORKSHOP DATE:** *N/A*

**FUNDING SOURCE:** *N/A*

**DEPARTMENT DIRECTOR APPROVAL:** Yes No

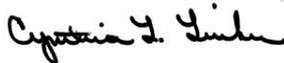
**STAFF PERSON RESPONSIBLE:** *Cynthia L. Linker, CP&D Administrator*

**DOCUMENTS ATTACHED:** *Resolution 11-2015, Request for Council Action, Exhibit A - Temporary Construction Easement.*

**RECORD:** Yes No

**CITY ATTORNEY REVIEW:** Yes N/A

**SUBMITTED BY:**



---

Cynthia L. Linker  
CP&D Administrator

**REVIEWED BY:**



---

Jack D. Lewis, City Manager

**EXHIBIT A**

**TEMPORARY CONSTRUCTION EASEMENT**

## TEMPORARY CONSTRUCTION EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That Lloyd and Christina Larsen, who are the property owners of 311 High Street ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **CITY OF BLACK HAWK**, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("**Grantee**"), a Temporary Construction Easement for the rehabilitation of 301 High Street, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference the "Temporary Easement Property".

1. Said Temporary Easement shall expire and be of no further force or effect one (1) year after the date of notice by the Grantee of the commencement of said temporary construction easement. More specifically, this Temporary Easement shall not commence until the Grantee provides a written notice to Grantor of the commencement of the Temporary Easement, which must be provided within one (1) year of the date of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. City may use the Temporary Easement Property as access to the west side of 301 High Street for the rehabilitation of that property. The City will repair any damaged existing rock walls, fences, landscaping, etc. to existing conditions within the area of the easement, as shown in **Exhibit A**. The City will clean, finish grade and reseed and/or sod (if sod currently exists) all disturbed areas with native grasses and wildflowers or blue grass sod. The pictures in **Exhibit B-1** are dated December 10, 2014, and will be updated at the start of construction, anticipated March 2015 (pending **Exhibit B-2**).

3. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure, which may interfere with Grantee's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

5. Grantor warrants that she has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein



**GRANTEE: CITY OF BLACK HAWK**

By: \_\_\_\_\_  
David. D. Spellman, Mayor

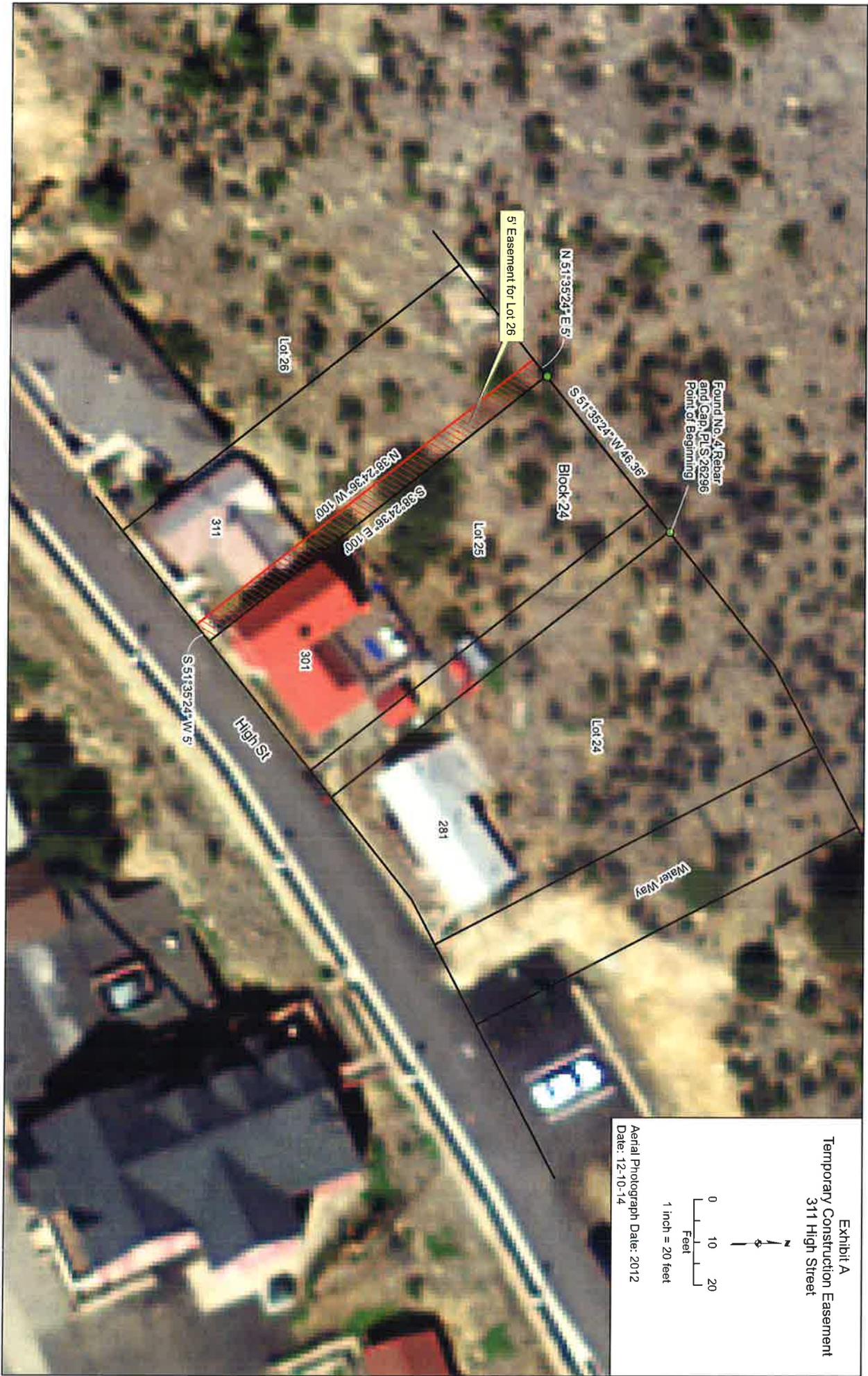
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Melissa A. Greiner, City Clerk

Approved as to legal form: \_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**EXHIBIT A**

Approximately 5' from property line. See attached survey.



**EXHIBIT B**

Exhibit B-1  
December 10, 2014





Exhibit B-2

(PENDING)