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:


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
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
Alderman Moates MOVED and was SECONDED by Alderman Torres to approve CB1, An Ordinance 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:


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 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.

Melissa Greiner   David D. Spellman
City Clerk       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


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:


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:


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  

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.


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:


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:


AGENDA DATE: January 28, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]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 [X] No

CITY ATTORNEY REVIEW: [X] Yes [ ] N/A

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker
CP&D Administrator

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 5th 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: [X]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator
DOCUMENTS ATTACHED: Resolution 8-2015, Request for Council Action
RECORD: [ ]Yes [X]No
CITY ATTORNEY REVIEW: [X]Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Cynthia L. Linker Jack D. Lewis, City Manager
CP&D Administrator

Cynthia L. Linker
CP&D Administrator

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
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

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: [X]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

RECORD: [ ]Yes [X]No
CITY ATTORNEY REVIEW: [X]Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker
CP&D Administrator

Jack D. Lewis, City Manager
EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary Keesfuss, 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.
WITNESS our hand(s) and seal(s) this 9th day of December, 2014.

GRANTOR:

BY: [Signature]

Mary Keefuss

TITLE: Homeowner

STATE OF COLORADO

COUNTY OF

The foregoing instrument was acknowledged before me this 9th day of December, 2014 by Mary Keefuss, as Owner, for 401 Chase Street.

WITNESS my hand and official seal.

My Commission Expires: 3/10/2018

[Signature]

Notary Public
Address: 221 Chuck St

Black Hawk Co 80420

[Sevilla L. Cannaday]

NOTARY PUBLIC
STATE OF COLORADO
Notary ID 19944002467
My Commission Expires 03/10/2018

C:\Dropbox (NV5)\NV5_Consilium\Current Projects\City of Blackhawk\Single Family Rehab\401 Chase St\5. Permitting & Entitlements\Easements\401 Chase Street Owner Temp Corral Easement.docx
GRANTEE: CITY OF BLACK HAWK

By: ___________________________ Date: ________________
    DAVID D. SPELLMAN, MAYOR

Attest: _________________________
        Melissa 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 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 )

COUNTY OF Flathead ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 12th day of January, 2015, by ____________________________.

My commission expires: 6-10-2017

STEVE KENYON
NOTARY PUBLIC for the State of Montana
Residing at Bigfork, Montana
My Commission Expires June 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)
1. Current Address: **401 Chase**

2. Resource Number: **5GL.7.446**

3. NHL Resource Number: **B17-1**

4. Resource Name:

5. Purpose of this current site visit (check as many as apply)
   - [x] Site is within a current project area
   - [x] Resurvey
   - [x] Update of previous site form(s)
   - [ ] Surface collection
   - [ ] Testing to determine eligibility
   - [ ] Excavation
   - [ ] Other

6. Previous Recordings:
   - [x] 1986 National Park Service Survey
   - [x] 1991 National Historic Landmark Nomination
   - [x] 1998 Re-survey
   - [x] 2004 Photo survey
   - [x] Photograph
   - [x] Photograph
   - [x] Photograph

7. Exterior alterations since 1986: **No permits recorded, but a shed-like addition was built on the west side between 1986 and 1998.**

8. Additional historical background: **Sanborn maps do not cover this far west on Chase Street. Deed research may reveal a more accurate construction date.**

   **Ca. 1890** Construction date  **[x]** Estimate from 1986 NPS Survey  **[ ]** New estimate

Sources of information:

Sanborn Maps
   - 1886
   - 1890
   - 1895
   - 1900
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 X Non contributing Need data.

11. National Register - Individual Eligibility Assessment:
    Eligible X Not eligible Need data

12. Is there National Register district potential? Yes X No
    Discuss: This would be a contributing building to a potential district

13. Local Designation - Individual Eligibility Assessment:
    Eligible X Not eligible Need data

14. Is there Local district potential? Yes X 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


17. Recorder(s): Deon Wolfenbarger 18. Date(s): May 17, 2010

19. Recorder Affiliation: Three Gables Preservation

20. Attachments (check as many as apply)
    X Photographs
    Site sketch map
    U.S.G.S. map photocopy
    X Other
    Other

21. Official determination (GAHP 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

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

Restoring

Rehabilitating

Guidelines

The Secretary of the Interior’s Standards

for the Treatment of Historic Properties
library of Congress Cataloging-in-Publication Data

The Secretary of the Interior is responsible for establishing professional standards and providing advice on the use of the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Secretary of the Interior is also responsible for the treatment of historic properties. The Secretary of the Interior, in coordination with the National Park Service, the National Park Service, the National Park Service, and other Federal agencies, shall establish professional standards for the treatment of historic properties. The Secretary of the Interior shall establish professional standards for the treatment of historic properties. The Secretary of the Interior shall establish professional standards for the treatment of historic properties. The Secretary of the Interior shall establish professional standards for the treatment of historic properties. The Secretary of the Interior shall establish professional standards for the treatment of historic properties. 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Historic Buildings

Restoring & Reconstructing
Preserving, Rehabilitating

Guidelines for the Treatment of Historic Properties

The Secretary of the Interior

Ray D. Weeks and Anne E. Grammer
Contents
Health and Safety Considerations, National Park Service Files.

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

New addition to Historic Buildings, Rodney Cary

Energy Conservation, Laura A. Mundeen

Setting (District/Wards/Neighborhood) Change Analysis.

Building Site E. Boulder HABS.


Building Interior: Spaces, Features and Finishes. Brochures, Photographs, HABS Collection.

Building Interior: Structural Systems. Civilian Robinson, HABS.

Building Exterior: Structural, Jack E. Boulder HABS.

Building Exterior: Entrances and Porches. Jack E. Boulder HABS.

Building Exterior: Windows, Jack E. Boulder HABS.

Building Exterior: Roofs. Jack E. Boulder HABS.

Building Exterior: Architectural Metals. Civilian Robinson, HABS.

Building Exterior: Masonry. Jack E. Boulder HABS.

Historic Overview (Materials and Features).

Historic Preservation Office.

Dunbar House. Dunbar Manor, circa 1880. Historic Photo (front) and drawing (back). Courtesy, Maine State

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

During the pre-publication phase of this project, David Hemmings provided administrative support. Physicians, nurses, and clergy members in particular, for their thoughtful evaluation of the new material. The exhibit of Historic Preservation Officers and their impact, as highlighted in our story, was developed in consultation with the National Conference of State and Local Officials. The guidelines for preserving historic buildings were adopted in cooperation with the National Conference of State and Local Officials. The guidelines for preserving historic buildings were adopted in cooperation with the National Conference of State and Local Officials.

The Standards for the Treatment of Historic Properties, published in 1992, were reviewed by a broad cross-section of government officials and private sector organizations. The guidelines for preserving historic buildings were adopted in cooperation with the National Conference of State and Local Officials.

Acknowledgements

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

 Tex

Photo: Richard Breen
George Washington Memorial, Mount Vernon, Virginia

Restoration

B. Spalding
Camron-Stanford House, Oakland, California

Preservation

Restoration

Kohne Brodian

Installation, Final, New York, After Rehabilitation

Preservation

Preservation

Chapter Heads

Chapter Heads
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

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.

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 hereditaments 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 thereof, 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 13th day of September, 2004.

Grantor:
Charles Mercer Smith Family Trust

By: Joshua Gregory Smith, Trustee

STATE OF COLORADO
COUNTY OF Clear Creek ss.

The foregoing Special Warranty Deed was acknowledged before me this 13th 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

Notary Public

[Stamp]
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 516, 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. /°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 109.88 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 Exempted 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 8, 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

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: [X]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator
RECORD: [ ]Yes [X]No
CITY ATTORNEY REVIEW: [X]Yes [ ]N/A
SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker
CP&D Administrator

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 employees hereof.

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.
WITNESS our hand(s) and seal(s) this 15 day of January, 2015.

GRANTOR:

BY: Lloyd Larsen

TITLE: Prop Owner

STATE OF COLORADO )
COUNTY OF ) ss.

The foregoing instrument was acknowledged before me this 15 day of January, 2015, by Lloyd Larsen, as Owner, for 301 High Street.

WITNESS my hand and official seal.

My Commission Expires: 01-24-18

Notary Public
Address: PO BOX 543
CENTRAL CITY, CO 80427

REBECCA LYNN BLONDO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144029122
MY COMMISSION EXPIRES JULY 24, 2018
GRANTEE: CITY OF BLACK HAWK

By: ___________________________ Date: ______________
    David D. Spellman, Mayor

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
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

(SEAL)

REBECCA LYNN BOND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2014029122
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.
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)
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)
   - [X] Site is within a current project area
   - [X] Resurvey
   - [X] Update of previous site form(s)
   - [ ] Surface collection
   - [ ] Testing to determine eligibility
   - [ ] Excavation
   - [ ] Other

6. Previous Recordings:
   - [X] 1986 National Park Service Survey
   - [X] 1991 National Historic Landmark Nomination
   - [X] 1998 Re-survey
   - [X] 2004 Photo survey
   - [ ] Other:
   - [X] Photograph
   - [X] Photograph
   - [X] Photograph
   - [ ] Photograph


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**
   - [X] 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
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 **X**  Non contributing ____  Need data

11. National Register - Individual Eligibility Assessment:
    Eligible ____  Not eligible ____  Need data **X**

12. Is there National Register district potential? Yes **X**  No ____
    Discuss: Would be a contributing building to a potential NR district.

13. Local Designation - Individual Eligibility Assessment:
    Eligible **X**  Not eligible ____  Need data____

14. Is there Local district potential? Yes **X**  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


17. Recorder(s): **Deon Wolfenbarger**

18. Date(s): January 7, 2010

19. Recorder Affiliation: **Three Gables Preservation**

20. Attachments
    (check as many as apply)
    **X** Photographs
    ____ Site sketch map
    ____ U.S.G.S. map photocopy
    **X** 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
Gilpin County Assessor’s photographs
Historic photographs

Ca. 1880

Ca. 1898
Historic Buildings

Restoring & Reconstructing

Restoring, Rehabilitating

With Guidelines for

for the Treatment of Historic Properties

The Secretary of the Interior's Standards
The certification for Federal aid projects.

1986. "The Standards for Rehabilitation" cited in 36 CFR 67 should always be read when property owners are seeking Federal assistance. (See page 12 of the "Standards for the Historic Preservation of Historic Properties.")

Kay D. Weeks and Anne E. Gimmer

Historic Buildings
Restoring & Reconstructing
Preserving, Rehabilitating

with Guidelines for

1995

Washington, D.C.

Heritage Preservation Services
Cultural Resource Stewardship and Partnerships
National Park Service
U.S. Department of the Interior

for the Treatment of Historic Properties

The Secretary of the Interior Standards
Health and Safety Considerations, National Park Service Files.

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


Energy Conservation: Laura A. Muckenhous.

Stabilization (District/Neighborhood) Champions Action.

Building Site: Jack E. Boucher. HABS.

Building Interior: Mechanical Systems, National Park Service Files.

Books, Photographers, HABS Collection.

Building Interior: Structural Systems. Cerrin Robinson. HABS.

Building Exterior: Special Features. Jack E. Boucher. HABS.

Building Exterior: Special Features. Jack E. Boucher. HABS.

Historical Overview (Materials and Finishes).

Historic Preservation Office.

Danger House, Bangor Maine, circa 1880. Historic Photo (front) and Drawing (back): Courtesy, Maine State.

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

Dahlia Hemes is provided administrative support throughout the project.

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 Preventing DisturbingActions, published in 1998, were reviewed by a variety of professionals.

Acknowledgments

in the captions are from National Park Service files.

It should be noted that those photographs used to illustrate the guidelines text that are not individually credited

Text

Photo: Richard Freer
Washington Monument, Westmoreland County, Virginia
Reconstruction

B, Spalding
Cameron-Swamp House, Oakland, California
Photos: Before: National Park Service files, Courtesy: James
Rehabilitation

Significant Period: First New York after rehabilitation. Photo: Kellgo Studio
Rehabilitation

Chapter Heads
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 5th day of June, 2011 Between

US Bank National Association, as Trustee for Credit Suisse First Boston CSFB2005-12
of the County of GILPIN and State of COLORADO, 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—

($80,500.00), 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 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.

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

TOGETHER with all and singular the hereditaments and appurtenances thereto 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

X

By:

JASON WILSON
Vice President Loan Documentation

STATE OF COLORADO
COUNTY OF GILPIN

The foregoing instrument was acknowledged before me this 5th day of July, 2011 by


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

Witness my hand and official seal.

My Commission expires:

[Signature and Seal]

RELP513171
Special Warranty Deed Joint Tenants
PS203098
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 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 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.

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.
REQUEST FOR PARTIAL SUBORDINATION OF RIGHTS

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

Receipt 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
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
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: [X]Yes [ ]No

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


RECORD: [ ]Yes [X]No

CITY ATTORNEY REVIEW: [X]Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Cynthia L. Linker Jack D. Lewis, City Manager

Cynthia L. Linker
CP&D Administrator
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
contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

WITNESS our hand(s) and seal(s) this 15 day of Jan, 2014.

GRANTOR:
BY: Lloyd Larsen
TITLE: Prop Owner

BY: Kristina Larsen
TITLE: Prop Owner

STATE OF COLORADO )
COUNTY OF ) ss.

The foregoing instrument was acknowledged before me this 15 day of January 2015 by Lloyd and Tina Larsen as Owners for 311 High Street.

WITNESS my hand and official seal.

My Commission Expires: July 24, 2018

[Signature]
Notary Public
Address:

[Notary Stamp]

C:\Dropbox (NV5)\NV5_Consilium\Current Projects\City of Blackhawk\Single Family Rehabs\311 High St\5. Permitting & Entitlements\Easements\Neighbor Easements\311 High St - Neighbor Temp Const Easement.docx
GRANTEE: CITY OF BLACK HAWK

By: ___________________________ Date: ___________________________
    David. D. Spellman, Mayor

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-2

(PENDING)