

**MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
BACA GRANDE WATER AND SANITATION DISTRICT**

March 18, 2026 - 9:00 AM

District Office – 57 Baca Grant Way South
Crestone, Colorado 81131

Meeting held in person and via Zoom

ATTENDANCE

Directors in Attendance:

Vivia Lawson
Rick Hart
Michael Plotnick
David Karas
Mike Smith

Also in Attendance:

Marcus Lock, District Legal Counsel
Diego Martinez, District Manager
Chad Tate, Director of Utilities
Natalie DeBon, Administrative Manager

Community Members and Guests:

Dan Gray
Michael Scully
Michael
Eddy Byerly
Tom McCracken
Ann Cunningham
Wendi Maez

CALL TO ORDER

President Lawson called the meeting to order at 9:02 AM.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting.

AGENDA

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR SMITH, SECONDED BY DIRECTOR HART AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED THE AGENDA.

CONSENT AGENDA

The Board considered the following consent agenda items:

- APPROVE MINUTES FROM THE FEBRUARY, 2026 BOARD MEETING.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR PLOTNICK AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED THE CONSENT AGENDA.

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA ONLY. NO ACTION MAY BE TAKEN). *In accordance with the Colorado Open Meetings Law, no Board action will take place until a later date, if necessary. Please limit your comments to three minutes or less.*

Mr. Gray thanked the District for encouraging participation in the payment in lieu of taxes (PILOT) program.

INTRODUCTIONS OF THE GUESTS:

Director Lawson requested that the Zoom attendee identified as “Michael” unmute and introduce himself. Michael was unresponsive. Staff stated that Michael may be artificial intelligence, potentially recording the meetings. Legal counsel, Mr. Lock, stated he will look into the matter.

FINANCIAL MATTERS

* Review and approve the updated check register for the period ending March 18, 2026(enclosure)

General	\$12,680.24
Capital	\$ 9,951.00
<u>Enterprise</u>	<u>\$29,347.75</u>
Total	<u>\$51,978.99</u>

District Manager Martinez reviewed the check register with the Board, and informed them that financial statements are not yet available due to delays in closing the 2025 year-end statements. He explained that some coding corrections are needed in the Caselle software system to ensure proper accounting and reconciliation moving forward. Mr. Martinez stated he will discuss the matter with the auditor and recommended considering a different auditor in the future, as rotating auditors every few years is standard business practice.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR SMITH AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED MARCH CHECK REGISTER AS PRESENTED.

BOARD AGENDA REQUEST – Saguache County: Affordable and Workforce Housing Project – Tap Fee Waiver Request (Enclosure)

The Board continued discussion from the February 2026 meeting. Mr. Martinez confirmed that the County provided all requested materials, including maps, designs, and deed restrictions.

The Board discussed whether granting the tap fee and accrued fee waiver, totaling approximately \$80,000, would best serve District constituents and discussed the potential impact on ratepayers. Director Lawson expressed concerns regarding the affordability of the housing. Ms. Lawson noted that there must be other ways to create affordability, as she does not see this project meeting that goal, as currently planned.

Director Plotnick emphasized the District's responsibility to the community and suggested exploring ways to support affordable housing while protecting ratepayers. Director Hart noted that defining "affordable housing" is complex, and the Board must consider potential precedent for future requests.

Legal counsel, Mr. Lock advised that, under C.R.S. § 32-1-1001(1)(j)(II), the Board is authorized to waive, reduce, or defer tap and connection fees to facilitate affordable housing. He recommended adopting a formal policy defining "affordable housing" and establishing consistent criteria before approving such requests.

Board members also briefly discussed outstanding balances on the County owned lots, and the certification process.

The County provided additional information on project plans, funding, and grants. Ms. Maez shared that the County hired a consultant to study the market. Mr. McCracken noted that state law requires deed restrictions. The County shared that no final decisions have been made. Multiple layers of funding will be needed to make the project feasible.

Public comment was received from Mr. Byerly, who expressed concerns about financial impacts to residents in Casita Park and fairness, and he supports not waiving fees.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR PLOTNICK, SECONDED BY DIRECTOR LAWSON AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD VOTED TO FORM A COMMITTEE TO EXPLORE AN AFFORDABLE HOUSING POLICY AND CREATE A RESOLUTION.

No tap fees were waived at this time.

STAFF REPORTS

The Board reviewed and discussed the staff reports included in the Board packet, which are attached to the minutes as supporting documents.

LEGAL MATTERS

The Board reviewed and discussed the drafted PILOT letters, including potential revenue. A gesture of appreciation for the current and future participants in the PILOT program was recommended.

Mr. Lock provided an update on discussions with the U.S. Fish and Wildlife Service (USFWS). He spoke with Eric Dude regarding water rights, appraisal and the short-term amendment. The appraisal is not expected until June, but the current agreement ends on May 31. USFWS will meet next week. After that meeting, the District may receive a draft extension of the short term amendment, which could include a potential increase in the current discounted rate for the second year if the amendment is extended for another two years.

Mr. Lock reviewed and presented Resolution No. 2026-03-18-01, which modifies the initial deposit for inclusion, and permits unused inclusion and exclusion deposits to be refunded to customers.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR LAWSON, SECONDED BY DIRECTOR HART AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD ADOPTED RESOLUTION # 2026-03-18-01 AS PRESENTED.

ADJOURNMENT:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR LAWSON AND UPON VOTE, UNANIMOUSLY CARRIED, THE MEETING WAS ADJOURNED AT 11:07 AM.

THE NEXT REGULAR MEETING IS SCHEDULED FOR

April 15, 2026

Drafted by

Natalie DeBon

Respectfully submitted,



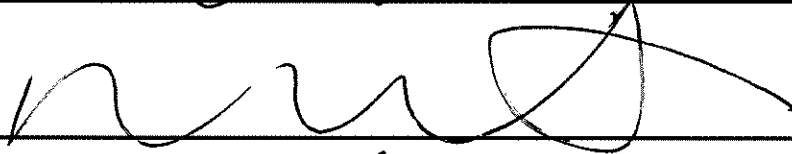
Diego Martinez

THESE MINUTES ARE APPROVED AS THE OFFICIAL MINUTES OF March 18, 2026
THE BACA GRANDE WATER AND SANITATION DISTRICT BY THE BOARD OF
DIRECTORS SIGNING BELOW:

Vivia Lawson



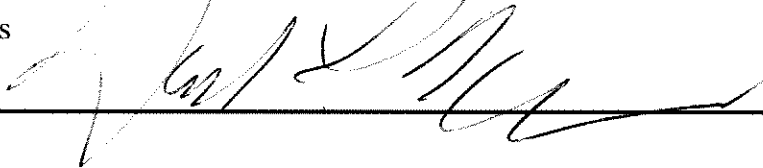
Rick Hart



Mike Smith



David Karas



Michael Plotnick



NOTICE OF REGULAR MEETING and AGENDA BACA GRANDE WATER AND SANITATION DISTRICT BOARD of DIRECTORS

WHEN: Wednesday, **March 18, 2026**

TIME: 9:00 AM

WHERE: **57 Baca Grant Way S Crestone CO 81131** and via **TELECONFERENCE VIA Zoom** [Ctrl+click to join Zoom meeting](#) (see below)

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Viva Lawson	President	2025/May 2029
Rick Hart	Vice-President	2025/May 2029
Mike Smith	Treasurer	2023/May 2027
David Karas	Director	2023/May 2027
Michael Plotnick	Secretary	2025/May 2029

****Requires Board Action***

I. CALL TO ORDER

- Present disclosures and potential conflicts of interest
 - Board Roll Call
-

II. ****APPROVE AGENDA***

III. ****CONSENT AGENDA***

These items are considered routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- a. **** Approve Minutes from the February, 2026 Regular Meeting***
-

IV. PUBLIC COMMENT (ITEMS NOT ON THE AGENDA ONLY. NO ACTION MAY BE TAKEN)

Per Colorado Open Meetings Law, no Board discussion or action will take place until a later date, if necessary. Speakers must identify themselves with their full name and address. Each speaker's comments are limited to three minutes or less.

V. BOARD AGENDA REQUEST

- a. Saguache County: Affordable and Workforce Housing Project – Tap Fees Waiver Request for Selected County-Owned Lots in MHE (enclosure)

VI. FINANCIAL MATTERS

- a. * Review and approve the updated check register for the period ending March 18, 2026

General	\$12,680.24
Capital	\$9,951.00
Enterprise	\$29,347.75
Total	\$51,978.99

VII. BOARD AND STAFF REPORTS

- a. Board of Director Matters
b. District Manager Report (enclosure)
c. Administrative Manager's Report (enclosure)
d. Director of Utilities Report (enclosure)
-

VIII. LEGAL MATTERS

- a. PILOT Program
b. U.S. Fish and Wildlife Service
c. *Resolution No. 2026-03-18-01 Proposed resolution modifying the initial deposit for the inclusion fee and the exclusion fee.
-

IX. EXECUTIVE SESSION

- a. Consideration of an executive session to discuss the Water Service Agreement between the District and the United States Fish and Wildlife Service, the current short-term amendment thereto, and potential long-term changes thereto (the "Subject Matters") pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions from the District's general counsel on the Subject Matters, and C.R.S. Section 24-6-402 (4)(e)(I), to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators with respect to the Subject Matters.
-

X. ADJOURN

**** Requires Board Action***

**NEXT REGULAR MEETING IS SCHEDULED FOR
April 15, 2026**

In person at 57 Baca Grant Way S. Crestone CO, 81131 or Join Zoom Meeting
<https://us02web.zoom.us/j/87269124750?pwd=ZmZVcTd2Y0UycW0vRmFWNS9wTU5WQT09>
Meeting ID: 872 6912 4750 -- Passcode: 638055 -- One tap mobile - Dial by your location +1 346 248
7799 US (Houston)

**MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
BACA GRANDE WATER AND SANITATION DISTRICT**

February 18, 2026 - 9:00 AM
District Office – 57 Baca Grant Way South
Crestone, Colorado 81131
Meeting held in person and via Zoom

ATTENDANCE

Directors in Attendance:

Vivia Lawson
Rick Hart
Michael Plotnick
David Karas
Mike Smith

Also in Attendance:

Marcus Lock, District Legal Counsel
Diego Martinez, District Manager
Chad Tate, Director of Utilities
Natalie DeBon, Administrative Manager

Community Members and Guests:

Dan Gray
Michael Scully
Michael
Lisa Cyriacks
Donna Rumph
Ann Cunningham
Wendi Maez

CALL TO ORDER

President Lawson called the meeting to order at 9:03 AM.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting.

Director Plotnick recused himself from the POA agenda request.

AGENDA

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR SMITH AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED THE AGENDA.

CONSENT AGENDA

The Board considered the following consent agenda items:

- APPROVE MINUTES FROM THE JANUARY, 2026 BOARD MEETING.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR SMITH, SECONDED BY DIRECTOR HART AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED THE CONSENT AGENDA.

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA ONLY. NO ACTION MAY BE TAKEN). *In accordance with the Colorado Open Meetings Law, no Board action will take place until a later date, if necessary. Please limit your comments to three minutes or less.*

None.

BOARD AGENDA REQUEST – PYRAMID MOUNTAIN: EXCLUSION AND FEE WAIVER CONSIDERATION, (ENCLOSURE)

District Manager Martinez presented the Pyramid Mountain request for a waiver of the exclusion application fee and deposit.

The Board discussed whether the application fee and deposit could be waived. Director Hart asked whether it would be reasonable for the applicant to pay for the actual work involved.

Legal counsel stated that the Board has the authority to waive fees but should exercise that authority only in unusual or rare circumstances. He explained that distinguishing between nonprofit entities could be difficult and that the deposit is intended to demonstrate commitment to the process, compensate for staff time, and cover expenses. If the Board believes the \$5,000 deposit is too high, he advised to amend the policy rather than grant a waiver, or consider making unused portions refundable.

The Board discussed fees for inclusion and exclusion requests, and the portion to refund to the customer. The Board instructed management to draft the appropriate resolutions.

MOTION: Following discussion, upon motion duly made by Director Lawson, seconded by Director Hart and upon vote, unanimously carried, the Board denied the waiver request and requested the applicant to reapply under the updated resolutions.

BOARD AGENDA REQUEST – Saguache County: Affordable and Workforce Housing Project – Tap Fee Waiver Request (Enclosure)

Two Saguache County representatives, answered question about the request for a waiver of tap fees for selected County owned lots in the MHE subdivision as part of an affordable and workforce housing project.

Legal counsel, Mr. Lock, reviewed the applicable statute authorizing a board to reduce or waive water and sewer tap and connection fees for affordable housing projects. The Board may waive such fees under statute, but noted that the Board may consider this request individually or adopt a broader policy if similar requests are anticipated in the future.

Ms. Maez, representing Saguache County, stated that two lots (one consolidated lot) will be retained by the county, while the remaining lots will be sold with deed restrictions to ensure affordability. The first home is anticipated to serve social services as a house for displaced kids,

and to function as a model for future affordable housing. Groundbreaking is anticipated this summer.

The Board discussed the potential impact on District funds, tap fee structure and fees, property history, and outstanding balances associated with County-owned lots. Director Lawson asked how many lots are included in the total project, and how many tap fees will be removed from inventory. The County agreed to provide those details. Public comment was received from Mr. Scully regarding possible long term implications for the neighborhood.

Per the Board request, the County will provide additional information, including plans, maps, and resolutions related to the affordable housing project.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR PLOTNICK, SECONDED BY DIRECTOR SMITH AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD TABLED THE REQUEST UNTIL NEXT BOARD MEETING, TO ALLOW TIME FOR MORE INFORMATION. THE MOTION CARRIED UNANIMOUSLY.

BOARD AGENDA REQUEST – POA, LOT 4423, SIREN PROJECT: REQUEST FOR REFUND AND CONSIDERATION OF DISCONTINUATION OF AOS FEES (ENCLOSURE)

Donna Rumph, POA Manager, presented a request for a refund of \$1,060 in accrued AOS fees during the period the lot was owned by Saguache County and current fees, and for discontinuation of future AOS fees for Lot 4423. The land is to be used only for the installation of an emergency siren tower. She also noted the property may be used for a repeater/transmitter for emergency communication with no intention of partnering with a cellular provider.

Legal counsel, Mr. Lock, clarified that waiver of accrued fees and discontinuation of future AOS fees are separate matters.

The Board discussed possible exclusion of the lot as an alternative option, as well as potential impacts to neighboring properties.

MOTION: Following discussion, upon motion duly made by Director Lawson and seconded by Director Smith, the Board denied the request for waiver of accrued AOS fees for Lot 4423. The motion carried.

MOTION: Following discussion, upon a motion duly made by Director Lawson and seconded by Director Hart, the Board approved waiving future annual AOS fees for Lot 4423 effective January 1, 2027, and each successive January 1 thereafter, provided the lot is used by the POA solely for emergency services purposes. The motion carried.

FINANCIAL MATTERS

* Review and approve the updated check register for the period ending February 18, 2026(enclosure)

General	\$11,563.00
Capital	\$29,035.00
<u>Enterprise</u>	<u>\$29,301.65</u>
<u>Total</u>	<u>\$69,899.65</u>

Manager Martinez informed the Board that no financial statements are ready for February as the accounting transition has delayed the closing of 12/31/25 financials.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR PLOTNICK AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED FEBRUARY’S CHECK REGISTER AS PRESENTED.

STAFF REPORTS

The Board reviewed and discussed the staff reports included in the Board packet, which are attached to the minutes as supporting documents.

District Manager Report

Town of Crestone billing and past due was discussed.

Administrative Report

The Saguache Sales Tax Grant Fall 2025 and Spring 2026 cycles were discussed.

Mr. Karas asked about the proposed water kiosk project listed under water improvement projects. Mr. Martinez explained that the “kiosk” is a bulk water fill station and is planned as a later phase project, with priority currently focused on bringing the MHE well online.

LEGAL MATTERS

Mr. Lock reported working with District Manager Martinez on the CDRPA loan, which has successfully closed.

Mr. Lock also provided an update regarding U.S. Fish and Wildlife Service (USFWS) discussions. Since summer meeting, the USFW has been working on appraisal process for the water rights. Currently the District has a one year short-term agreement and is hoping to extend it.

Mr. Lock requested a brief meeting with Water Committee following the Board meeting.

Mr. Lock noted that the Executive Session listed on the agenda was a placeholder, and no executive session was held.

Public comment - Mr. Gray asked about the proposed water kiosk and why water is needed at the kiosk.

Mr. Tate responded that the water kiosk is part of the District's water system improvement projects and is intended to function as a bulk fill station by the golf course. Not at the 'Kiosk' location.

The Board clarified to Mr. Gray that the Board only approved a waiver of future AOS fees as the property will be used for community siren tower by the POA. It was noted that additional discussion may occur at the POA meetings.

ADJOURNMENT:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR SMITH AND UPON VOTE, UNANIMOUSLY CARRIED, THE MEETING WAS ADJOURNED AT 10:50 AM.

THE NEXT REGULAR MEETING IS SCHEDULED FOR

March 18, 2026

Drafted by

Natalie DeBon

Respectfully submitted,

Diego Martinez

THESE MINUTES ARE APPROVED AS THE OFFICIAL MINUTES OF February 18, 2026
THE BACA GRANDE WATER AND SANITATION DISTRICT BY THE BOARD OF
DIRECTORS SIGNING BELOW:

Vivia Lawson

Rick Hart

Mike Smith

David Karas

Michael Plotnick



AGENDA ITEM REQUEST FORM

This form must be completed and attached to all supporting documentation for items to be included in the Board of Director's agenda. One (1) form per agenda item.

Date: Monday, February 2nd, 2026
Submitted By: Saguache County Tom McCracken - Commissioner cell
Ann Cunningham - Project Mgr Tom = 719-221-1822
Contact Phone # 719-655-2231 office Ann = 719-588-6436
Email: acunningham@saguachecounty-co.gov
tmccracken@saguachecounty-co.gov
Date of Board Meeting to consider this item: Wednesday, February 18th, 2026

Board of Directors Action Requested: ☒ for Action ☐ for Information

Summary of Information:

Requesting tap fee waivers for Saguache County owned lots to connect affordable housing projects for workforce housing.

228, 229, 230 > consolidated

205, 206 > consolidated

14-C

361-C

391-C

228-C

266-C

236-C

Services to Saguache County Owned Lots in Mobile Home Estates



■ All Services
■ No Services



Integrated Land Services
 6820 South Highway 17
 Alamosa, CO 81101
 (719) 587-0286



03/08/2023

Purple = No services are on the property
 to tie in to. The water & sewer lines
 need to be ran to those properties.

Saguache County Land Development Code
Effective April 18, 2024

Appendix G
Model Affordable Housing Deed Restriction

Intent: This model affordable housing deed restriction is intended to serve as a guide for developers of future affordable housing projects in Saguache County. This deed restriction shall provide guidance on the requirements for developers who are requesting incentives from the County or the use of County owned land to develop affordable housing. The Board of County Commissioners, at its sole discretion, may agree to amendments or modifications of this model affordable housing deed restriction on a case-by-case basis.

AFFORDABLE HOUSING DEED RESTRICTION

(Insert Legal description of Property)

THIS AFFORDABLE HOUSING DEED RESTRICTION (this "Deed Restriction") is made this ___ day of ___ 20__ (the "**Effective Date**") by the **COUNTY OF SAGUACHE COUNTY, COLORADO** (the "**County**"), a Colorado home rule municipal corporation with an address of 505 3rd Street, P.O. Box 100, Saguache County, Colorado 81149.

RECITALS:

- A. The County is the fee simple title owner of the real property legally described in **Exhibit "A"** (the "**Property**") attached hereto.
- B. An individual lot, and the dwellings, structures, appurtenances, improvements and fixtures located thereon and located within the Property is defined herein as a "**Unit**."
- C. "**Qualified Buyers**" are natural persons meeting the income, residency and other qualifications set forth in the Saguache County Housing Authority's Affordable Housing Guidelines, as may be amended and modified by the County from time to time (the "**Affordable Housing Guidelines**").
- To be a Qualified Buyer minimum must be met:
- Residents making 140% or less of Saguache County's AMI
 - Residents who are permanent residents of Saguache County and use Unit as primary residence
 - One Occupant of the Unit must have fulltime employment in Saguache County, Mineral County, Rio Grande County, Alamosa County, Conejos County, or Costilla County (the "**Qualified Employment Region**")
- D. The County hereby restricts the acquisition, transfer, use and occupancy of the Units to Qualified Buyers who fall within the income categories established in the Affordable Housing Guidelines.

Saguache County Land Development Code
Effective April 18, 2024

E. This Deed Restriction shall constitute a resale agreement setting forth the maximum resale price (the "**Maximum Resale Price**") for which the Units may be sold and the terms and provisions controlling such resale. The annual appreciation of the Unit is set at a maximum of 3% per from the Purchase Price.

RESTRICTIONS:

1. Use and Occupancy.

- a. The use and occupancy of the Property, and each of the Units thereon, shall be limited exclusively to Owners who meet the definition of Qualified Buyers and their families, the requirements of this Deed Restriction and the Affordable Housing Guidelines. For purposes hereof, an "**Owner**" is a person(s) who is a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and the Affordable Housing Guidelines, it being understood that such person(s) shall be deemed an "Owner" hereunder only during the period of his ownership interest in the Unit, and shall be obligated hereunder for the full and complete performance and observance of all of the covenants, conditions and restrictions contained in this Deed Restriction and the Affordable Housing Guidelines during such period.
- b. An Owner, in connection with the purchase of a Unit, must:
 - i. occupy the Unit as his sole place of residence during the period that such Unit is owned by him;
 - ii. not own, directly or indirectly through a legal entity, any interest alone or in conjunction with others, in any developed residential property or dwelling units in accordance with the limitations established by the Affordable Housing Guidelines;
 - iii. not engage in any business activity in the Unit, other than as permitted by the Affordable Housing Guidelines and the Saguache County Land Development Code (the "**Code**");
 - iv. not permit any junior lienholder encumbrance to be recorded against the Unit without the County's prior written approval;
 - v. not sell or otherwise transfer the Unit other than in accordance with this Deed Restriction and the Affordable Housing Guidelines;
 - vi. not permit any use or occupancy of the Unit except in compliance with this Deed Restriction and the Affordable Housing Guidelines;

Saguache County Land Development Code
Effective April 18, 2024

vii. continue to meet the residency, employment, and other requirements of a Qualified Buyer established by the Affordable Housing Guidelines; and

viii. be subject to recertification of employment, residency and ownership of the Unit shall be required as set forth in the Affordable Housing Guidelines; and/or

ix. be a qualified business, nonprofit, government agency, or essential service provider located in Qualified Employment Region that rents the unit as a Long-Term Rental to its employees ("**Employee Rental**").

2. **Maximum Resale Price.** In no event shall the Unit be sold by Owner for an amount in excess of the Maximum Resale Price. On purchase, resale, transfer and issuance of a certificate of occupancy for the Unit as permitted under this Deed Restriction and the Affordable Housing Guidelines, at closing, Owner shall execute an "Acknowledgement of Deed Restriction and Maximum Resale Price". The DR Acknowledgement shall be recorded in the real property records of the Clerk and Recorder of Saguache County, Colorado immediately after the recording of the vesting deed for the Unit and before the recording of any deed of trust. Failure to so record the DR Acknowledgment before any deed of trust shall void the transfer of the Unit under the vesting deed ab initio (from the beginning).

3. **Sale of the Unit.** In the event that the Owner seeks to sell the Unit, she shall offer the unit for sale per the process defined in the Affordable Housing Guidelines. The sale of the Unit shall not exceed the Maximum Sales Price.

4. **Non-Qualified Transferees.** In the event that title to the Unit vests by descent in, or is otherwise acquired by any persons(s) who are not a Qualified Buyer (a "**Non-Qualified Transferee**"), the Unit shall immediately be listed for sale as provided herein, for the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Non-Qualified Transferee may elect to sell the unit for a lower price or list the Unit for sale until a bid in accordance with this section is made. The cost of an appraisal shall be paid by the Non-Qualified Transferee.

a. Non-Qualified Transferees shall consent to any sale, conveyance or transfer of the Unit to a Qualified Buyer and shall execute any and all documents necessary to do so. Non-Qualified Transferees agree not to: (a) occupy the Unit; (b) rent all or any part of the Unit, except in compliance with this Deed Restriction and the Affordable Housing Guidelines; (c) engage in any other business activity in the Unit; (d) sell or otherwise transfer the Unit except in accordance with this Deed Restriction and the Affordable Housing

Saguache County Land Development Code
Effective April 18, 2024

Guidelines; or (e) sell or otherwise transfer the Unit for use in a trade or business.

b. The County shall have the right and option to purchase the Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted to the County by a Non-Qualified Transferee, and in the event of exercising its right and option, the County shall purchase the Unit from the Non-Qualified Transferee for a price of ninety-five percent (95%) of the Maximum Resale Price, some other mutually agreed upon price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Unit.

c. Where the provisions of this Section 4 apply, the County may require Owner to rent the Unit in accordance with the requirements hereof in Section 6.

5. **Owner Residence, Employment and Continuing Compliance.** The Unit shall be utilized only as the sole and exclusive place of residence of an Owner. In the event that Owner changes his place of residence or ceases to utilize the Unit as his sole and exclusive place of residence, ceases to be a full-time employee in accordance with the Affordable Housing Guidelines, or otherwise ceases to be in compliance as a Qualified Buyer, the Unit must be offered for sale pursuant to the provisions of this Deed Restriction and the Affordable Housing Guidelines. An Owner shall be deemed to have changed his place of residence by becoming a resident elsewhere or accepting employment outside of Qualified Employment Region, or residing in the Unit for fewer than nine (9) months per calendar year without the express written approval of the County, or by ceasing to be a full-time employee as required by the Affordable Housing Guidelines. The County may require Owner to rent the Unit in accordance with the requirements hereof. If at any time Owner also owns directly or indirectly through a legal entity any interest alone or in conjunction with others in any developed residential property or dwelling units as described in the Affordable Housing Guidelines, Owner shall immediately list such other property for sale and shall sell his interest in such property in accordance with this Deed Restriction and the Affordable Housing Guidelines. In the event that such other property has not been sold by Owner within one (1) year of its listing, Owner hereby agrees to immediately list the Unit for sale pursuant to this Deed Restriction and Affordable Housing Guidelines. Should Owner not receive a full-price bid on the Unit, Owner must accept the first reasonable offer for the Unit as deemed appropriate by the County.

6. **Owner Rentals.** An Owner may not, except with prior written approval of the County, rent the Unit for any period of time unless it is an Employee Rental. Prior to occupancy, any tenant must be approved by the County in accordance with the income, occupancy and other qualifications established in the Affordable Housing Guidelines. The County shall not approve any rental if such rental is being made by Owner to utilize the Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to the County prior to occupancy. Any

Saguache County Land Development Code
Effective April 18, 2024

such lease approved by County shall state the lease term and the monthly rent. The monthly rent cannot exceed Owner's costs, including monthly expenses of the cost any mortgage principal and interest payments, taxes, property insurance, condominium or homeowners' assessments and utilities in Owner's name, plus any additional amount as permitted by the Affordable Housing Guidelines and a reasonable security deposit. The requirements hereof shall not preclude Owner from sharing occupancy of the Unit with non-owners on a rental basis provided that Owner continues to meet the requirements contained in this Deed Restriction and the Affordable Housing Guidelines. In no event shall Owner create an additional dwelling unit in the Unit as defined in the Code. Nothing herein or in the Affordable Housing Guidelines shall be construed to create any liability for the County attributable to the rental of the Unit or require the County to provide a tenant for the Unit, the same being expressly disclaimed hereby.

7. **Employee Rentals.** Employee Rentals must be rented as a Long-Term Rental and occupied by its employees for a lease of at least six (6) months.

8. **Compliance Review: Remedies for Breach.** Owner shall promptly provide to the County all such information as the County shall reasonably require as necessary to verify compliance with this Deed Restriction and the Affordable Housing Guidelines. The County shall maintain the confidentiality of any financial data provided by Owner, except for such disclosures as are necessary with respect to any litigation, enforcement or other legal proceedings. In the event that the County has reasonable cause to believe that Owner is violating this Deed Restriction and the Affordable Housing Guidelines, the County shall have the right to inspect the Unit at reasonable times on at least 24 hours' written notice. In the event that a violation of this Deed Restriction or the Affordable Housing Guidelines is discovered, the County shall send a notice of such violation to Owner describing the nature of the violation and all owing Owner fifteen (15) days to cure such violation. Said notice shall state that Owner may request a hearing before the County within fifteen (15) days to dispute the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the violation shall be considered final and Owner shall immediately list the Unit for sale in accordance with this Deed Restriction. The failure to request a hearing shall constitute an exhaustion of administrative remedies for the purpose of judicial review. If a hearing is, (i) the decision of the County based on the record of such hearing shall be final for the purpose of determining if a violation has occurred, and (ii) the County shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or require Owner to list the Unit for sale in accordance with this Deed Restriction.

9. **Notice Obligation.** Owner and any beneficiary of any deed of trust or other encumbrance affecting the Unit shall give immediate notice to the County of any instance of (a) Owner's receipt of notice of foreclosure or legal proceedings relative to the Unit, (b) any uncured delinquency of ten (10) days or more in Owner's payment of any amounts in connection with the Unit, (c) Owner's uncured default

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under any deed of trust or other encumbrance affecting the Unit, and (d) any transfer, encumbrance or conveyance of all or part of the Unit.

10. **Default.** Any breach of the terms and conditions set forth herein, including, without limitation, a transfer, encumbrance or conveyance in violation of the terms hereof shall constitute a "default" hereunder. Default by Owner of the terms of any deed of trust or other encumbrance affecting the Unit shall also constitute a default hereunder. In the event of a default, following notice and an opportunity to cure as provided for herein, the County shall have all rights and remedies set forth herein and available at law and in equity.

11. **Remedies.**

a. In the event that Owner fails to timely cure any default, the County may resort to any lawful means to protect its interest in this Deed Restriction, including, without limitation, curing such default and pursuing an action against Owner and any beneficiary of any deed of trust or other encumbrance affecting the Unit for damages. Any amounts paid by the County shall accrue interest at the rate of 18% per annum and the County shall be entitled to recover all costs and expenses to recover any amounts paid by the County including reasonable attorneys' fees.

b. This Deed Restriction shall be administered by the County or its designee and shall be enforceable by appropriate legal or equitable action, including, but not limited, to specific performance, injunction, abatement or eviction of non-complying owners or occupants or such other remedies and penalties as may be deemed appropriate by the County. All such remedies shall be cumulative and concurrent.

c. Owner appoints the County as its attorney in fact for purposes of curing any default under this Deed Restriction. Owner shall give and execute an instrument of authorization reflecting such appointment when required by the County.

12. **County Option to Purchase.** In the event of a default of any deed of trust or other encumbrance affecting the Unit that remains uncured by Owner, the County shall have an option (the "**Option**") to purchase the Unit. The County shall have forty-five (45) days after written notice from the holder of any instrument secured by a deed of trust or other encumbrance affecting the Unit of any default to exercise the Option (the "**Option Period**"). The County shall exercise the Option by delivering to Owner written notice of such exercise within the Option Period. The County shall be granted entry onto the Unit during the Option Period in order to inspect the Unit. Owner or any lienholder shall maintain utility connections until expiration of the Option Period or Closing (as defined below). The County shall have the Option to purchase the Unit for the amount due to any holder of a promissory note secured by a first deed of trust on the Unit (the "**Lienholder**

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Amount"). The County shall have the following rights and obligations respecting its exercise of the Option:

- a. Owner shall permit a final walk-through of the Unit by the County during the final three (3) days prior to Closing.
- b. Upon payment of the Lienholder Amount by the County, Owner shall cause to be delivered to the County a general warranty deed for the Unit, free and clear of all liens and encumbrances.
- c. Normal and customary Closing costs shall be shared equally by Owner and the County. Owner shall be responsible for, at its cost, any and all title insurance fees, document fees and recording fees for the deed. Taxes shall be prorated based upon taxes for the calendar year immediately preceding Closing. Any fees incident to the issuance of a letter or statement of assessments by an association shall be shared paid by Owner. Owner shall receive a credit for that portion of association assessments paid in advance from date of Closing.
- d. Closing on the purchase of the Unit by the County shall occur expeditiously, but in any case, within sixty (60) days of the County's exercise of the Option at a date and time to be mutually agreed upon by the County and Owner (the "**Closing**"). The location of the Closing shall be the title company closing the transaction, said title company to be selected by the County. Possession shall be delivered to the County at Closing, unless otherwise agreed between Owner and County.

13. **Termination of Deed Restriction**. In the event of a sale in foreclosure or acceptance of deed in lieu of foreclosure by the holder of a deed of trust were the County does not exercise the Option or otherwise fail s to close on the Option as provided herein, this Deed Restriction shall automatically and permanently terminate and be of no further force and effect as respects the subject Unit. In the event of the termination of this Deed Restriction, the County shall cause to be recorded in the real property records of the Clerk and Recorder of Saguache County, Colorado a full and complete release of this Deed Restriction.

14. **Run with the Land; Binding**. Subject to Section 13 hereof, this Deed Restriction shall be a perpetual covenant that shall run with the land as a burden thereon for the benefit of the County, its designees and assigns, and shall be binding on Owner, its heirs, personal representatives, successors, assigns, lessees, licensees and transferees.

The County shall have the right to terminate this Deed Restriction as to any Unit when the County is the fee title owner of such Unit by recording an instrument reflecting such termination in the real property records of the Clerk and Recorder of

Saguache County Land Development Code
Effective April 18, 2024

Saguache County, Colorado. Upon such termination, as to the effected Unit, this Deed Restriction shall be null and void.

15. **Transfer and Conveyance.** In the event the Unit is sold, transferred, encumbered or otherwise conveyed without complying with this Deed Restriction, such sale, transfer, encumbrance or conveyance shall be wholly null and void ab initio and shall confer no title or other interest whatsoever upon the purported transferee. Each and every encumbrance or conveyance of the Unit shall be deemed, for all purposes, to include the Affordable Housing Guidelines.

16. **General Provisions.** The following terms and conditions shall apply to this Deed Restriction:

a. **Notices.** Any notice, consent or approval that is required to be given hereunder shall be given by either: mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein; or hand-delivering the same to any address provided herein. Notices shall be considered delivered on the date of delivery if hand-delivered or if both hand-delivered and mailed; or three (3) days after postmarked, if mailed only. Notices, consents and approvals shall be sent to the parties at the addresses last of record for the parties.

b. **Severability.** Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such manner so as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provisions shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

c. **Attorneys' Fees.** If the County is required to enforce any provision of this Deed Restriction or the Affordable Housing Guidelines, the County shall be entitled to collect any and all costs and expenses in connection therewith including, without limitation, reasonable attorneys' fees.

d. **Choice of Law; Venue.** This Deed Restriction and each and every related document shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from this Deed Restriction shall be in Saguache County, Colorado.

e. **Assignment and Transfer.** This Deed Restriction and the rights, benefits and obligations contained herein may be assigned and transferred, in whole or in part, by the County without notice to Owner or any lienholder. Such right of assignment and transfer shall include, without limitation, the rights of performance and enforcement of the terms hereof.

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f. **Successors and Assigns**. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon all heirs, personal representatives, successors, assigns, lessees, licensees and transferees.

g. **Section Headings**. Section headings within this Deed Restriction are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

h. **Recitals**. The Recitals herein contain material terms to this Deed Restriction.

i. **Waiver**. No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties. The party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition in writing, however.

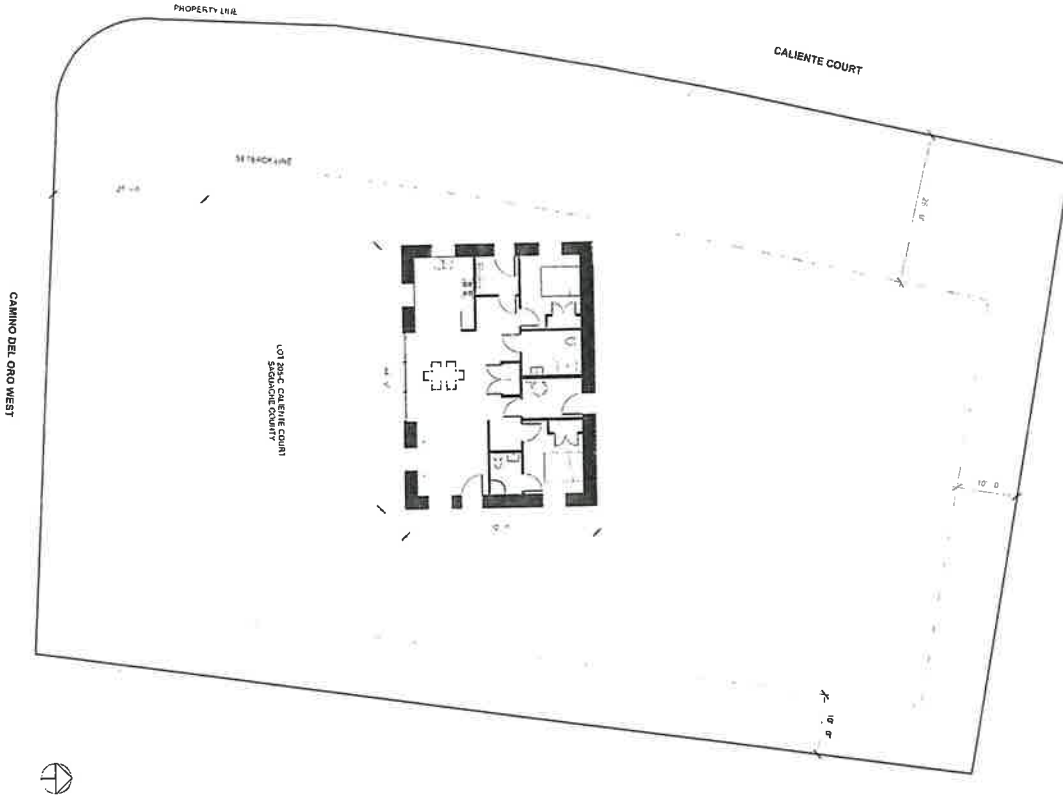
j. **Gender and Number**. Whenever the context so requires herein, the neuter, male or female gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

k. **Construction**. None of the provisions of this Deed Restriction shall be construed against or interpreted to the disadvantage of a party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provisions.

l. **Amendments in Writing**. This Deed Restriction may only be modified or amended in writing by the County. No such modification shall be effective until an instrument in writing is executed and recorded in the official real property records of the office of the Clerk and Recorder of Saguache County.

m. **Conflict**. In the event of any conflict or inconsistency between this Deed Restriction and the Affordable Housing Guidelines, this Deed Restriction shall in all cases prevail and control.

1) SITE PLAN-2B5C
1" = 10'-0"



Stamp	Saguache County Housing Authority 2024.12.15 CB	Site Plan A-01
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Saguache County
Housing Authority
Baca Grande Estates, Casita Park

HEARTH
DESIGN BUILD

2021 WILDLAND-URBAN INTERFACE CODE

PROJECT INFORMATION
OWNER NAME: JATUN IFSOUND
PARCEL NUMBER: 3515 350 01 014
ACCOUNT NUMBER: 188-384
ASSESSOR SITE ADDRESS: 3620 COUNTY ROAD 730
LOCATION: GUNNISON
LEGAL: LOT 11 FAIRVIEW SUBDIVISION
ASSESSOR'S ACRES: 1 ACRE

2021 WILDLAND-URBAN INTERFACE CODE

GIS MAP/ED LOCAL WILDFIRE HAZARD: VERY HIGH
WATER SUPPLY: CONFORMING
DEFENSIBLE SPACE: 30' 0" MIN
TABLE 503.1 IGNITION RESISTANT CONSTRUCTION CLASS: R1

CLASS 1 IGNITION RESISTANT CONSTRUCTION REQUIREMENTS

505.2 ROOF ASSEMBLY (SEE ARCHITECTURAL PLANS)

ROOFS SHALL HAVE A ROOF ASSEMBLY THAT COMPLES WITH NOT LESS THAN A CLASS A RATING WHEN TESTED IN ACCORDANCE WITH ASTM E1363 OR UL 190 OR AN APPROVED NONCOMBUSTIBLE ROOF COVERING FOR ROOF ASSEMBLIES WHERE THE PROFILE ALLOWS A SPACE BETWEEN THE ROOF COVERING AND ROOF DECK. THE SPACE AT THE EAVE ENDS SHALL BE FIRESTOPPED TO PRECLUDE ENTRY OF FLAMES OR EMBERS. OR HAVE ONE LAYER OF CAP SHEET COMPLYING WITH ASTM D3269 INSTALLED OVER THE COMBUSTIBLE ROOF DECK.

505.3 ROOF VALLEYS

WHERE PROVIDED, VALLEY FLASHINGS SHALL BE NOT LESS THAN 0.019 INCH (0.494MM) NO. 26 GALVANIZED SHEET GAUGE, CORROSION RESISTANT METAL INSTALLED OVER A MINIMUM 36 INCH WIDE (914MM) UNDERLAYMENT CONSISTING OF ONE LAYER OF 72 POUND (32 KG) MINERAL SURFACED, NON-REINFORCED CAP SHEET COMPLYING WITH ASTM D3269 RUNNING THE FULL LENGTH OF THE VALLEY.

505.2 PROTECTION OF EAVES (SEE ROOF FRAMING PLAN)

PROTECTED ON THE UNDERSIDE BY NONFIRE RESISTANT MATERIALS OR 1-HOUR FIRE-RESISTANCE-RATED CONSTRUCTION, 2" NOMINAL LUMBER, 1" NOMINAL FIRE-RETARDANT-TREATED LUMBER, OR 3/4" NOMINAL FIRE-RETARDANT-TREATED PLYWOOD.

505.4 GUTTERS AND DOWNSPOUTS

GUTTERS AND DOWNSPOUTS SHALL BE CONSTRUCTED OF NONCOMBUSTIBLE MATERIAL. GUTTERS SHALL BE PROVIDED WITH AN APPROVED MEANS TO PREVENT THE ACCUMULATION OF LEAVES AND DEBRIS IN THE GUTTER.

505.5 EXTERIOR WALLS (SEE DETAILS)

EXTERIOR WALLS OF BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED WITH ONE OF THE FOLLOWING METHODS:

- 1) MATERIALS APPROVED FOR NOT LESS THAN 1-HOUR FIRE-RESISTANCE-RATED CONSTRUCTION ON THE EXTERIOR SIDE.
- 2) APPROVED NONCOMBUSTIBLE MATERIALS.
- 3) HEAVY TIMBER OR LOG WALL CONSTRUCTION.
- 4) FIRE-RETARDANT-TREATED WOOD ON THE EXTERIOR SIDE. THE FIRE-RETARDANT-TREATED WOOD SHALL BE LABELED FOR EXTERIOR USE AND MEET THE REQUIREMENTS OF SECTION 2303.2 OF THE INTERNATIONAL BUILDING CODE.
- 5) IGNITION RESISTANT MATERIALS ON THE EXTERIOR SIDE.

SUCH MATERIAL SHALL EXTEND FROM THE TOP OF THE FOUNDATION TO THE UNDERSIDE OF THE ROOF SHEATHING.

505.6 UNDERFLOOR ENCLOSURE (SEE ARCHITECTURAL PLANS)

BUILDING OR STRUCTURES SHALL HAVE UNDERFLOOR AREAS ENCLOSED TO THE GROUND WITH EXTERIOR WALLS EXCEPT FOR COMPLETE ENCLOSURE. SHALL NOT BE REQUIRED WHERE THE UNDERSIDE OF EXPOSED FLOORS AND EXPOSED STRUCTURAL COLUMNS, BEAMS AND SUPPORTING WALLS ARE PROTECTED AS REQUIRED FOR EXTERIOR 1-HOUR FIRE RESISTANCE-RATED CONSTRUCTION. NON-FIRE RETARDANT TREATED WOOD OR HEAVY TIMBER CONSTRUCTION. FIRE RETARDANT-TREATED WOOD SHALL BE LABELED FOR EXTERIOR USE AND MEET THE REQUIREMENTS OF SECTION 2303.2 OF THE INTERNATIONAL BUILDING CODE.

505.7 ATTACHMENTS AND PROJECTIONS (SEE DETAILS)

UNDESIGNED ACCESSORY STRUCTURES ATTACHED TO BUILDINGS WITH HABITABLE SPACES AND PROJECTIONS, SUCH AS DECKS, SHALL NOT BE LESS THAN 1-HOUR FIRE-RESISTANCE-RATED CONSTRUCTION, HEAVY TIMBER CONSTRUCTION OR CONSTRUCTED OF ONE OF THE FOLLOWING:

- 1) APPROVED NONCOMBUSTIBLE MATERIALS.
- 2) FIRE-RETARDANT-TREATED WOOD IDENTIFIED FOR EXTERIOR USE AND MEETING THE REQUIREMENTS OF SECTION 2303.2 OF THE INTERNATIONAL BUILDING CODE.
- 3) IGNITION RESISTANT BUILDING MATERIALS IN ACCORDANCE WITH SEC.

EXCEPTION: COATED MATERIALS SHALL NOT BE USED AS THE WALKING SURFACE OF DECKS.

505.8 UNDERFLOOR AREAS

WHERE THE ATTACHED STRUCTURE IS LOCATED AND CONSTRUCTED SO THAT THE STRUCTURE OR ANY PORTION THEREOF PROJECTS OVER A DECLINING SLOPE SURFACE GREATER THAN 10 PERCENT, THE AREA BELOW THE STRUCTURE SHALL HAVE UNDERFLOOR AREAS ENCLOSED TO WITHIN 6 INCHES OF THE GROUND WITH EXTERIOR WALL CONSTRUCTION IN ACCORDANCE WITH SECTION 505.5.

505.6 EXTERIOR GLAZING

EXTERIOR WINDOWS, WINDOW WALLS AND GLAZED DOORS, WINDOWS WITH EXTERIOR DOORS, AND SKYLIGHTS SHALL BE TEMPERED MULTILAYERED GLAZED PANELS, GLASS BLOCK OR HAVE A FIRE PROTECTION RATING OF NOT LESS THAN 20 MINUTES.

505.8 EXTERIOR DOORS EXTERIOR

DOORS SHALL BE APPROVED NONCOMBUSTIBLE CONSTRUCTION, SOLID CORE WOOD NOT LESS THAN 1 3/4" THICK OR HAVE A FIRE PROTECTION RATING OF NOT LESS THAN 20 MINUTES. WINDOWS WITH DOORS AND GLAZED DOORS SHALL BE IN ACCORDANCE WITH SECTION 505.8.

505.10 VENTS

AT THE VENTILATION OPENINGS, FOUNDATION OR UNDERFLOOR VENTS OR OTHER VENTILATION OPENINGS IN VERTICAL EXTERIOR WALLS AND VENTS THROUGH ROOFS SHALL NOT EXCEED 144 SQUARE INCHES EACH. SUCH VENTS SHALL BE COVERED WITH NONCOMBUSTIBLE CORROSION-RESISTANT MESH WITH OPENINGS NOT TO EXCEED 1/8 INCH OR SHALL BE DESIGNED AND APPROVED TO PREVENT FLAME OR EMBER PENETRATION INTO THE STRUCTURE.

505.10.1 VENT LOCATIONS

ATTIC VENTILATION OPENINGS SHALL NOT BE LOCATED IN SOFFITS, IN EAVE OVERHANGS, BETWEEN RAFTERS AT EAVES, OR IN OTHER OVERHANG AREAS. GABLE END AND DORMER VENTS SHALL BE LOCATED NOT LESS THAN 10 FEET FROM LINES UNDER FLOOR VENTILATION OPENINGS SHALL BE LOCATED AS CLOSE TO GRADE AS PRACTICAL.

DEFENSIBLE SPACE ZONES

ZONE 1 0-5 FEET FROM THE STRUCTURE

GOAL: THIS ZONE IS DESIGNED TO PREVENT FLAMES FROM COMING IN DIRECT CONTACT WITH THE STRUCTURE USE NONFLAMMABLE HARD SURFACE MATERIALS IN THIS ZONE, SUCH AS ROCK, GRAVEL, SAND, CEMENT, BARE EARTH OR STONE/CONCRETE PAVERS.

CRITICAL STEPS

- REMOVE ALL FLAMMABLE VEGETATION, INCLUDING SHRUBS, SLASH, MULCH AND OTHER WOODY DEBRIS.
- DO NOT STORE FIREWOOD OR OTHER COMBUSTIBLE MATERIALS INSIDE THIS ZONE.
- PRUNE TREE BRANCHES HANGING OVER THE ROOF AND REMOVE ALL FUELS WITHIN 10 FEET OF CHIMNEY.
- REGULARLY REMOVE ALL PINE NEEDLES AND OTHER DEBRIS FROM ROOF, DECK AND GUTTERS.
- RAKE AND DISPOSE OF PINE NEEDLES, DEAD LEAVES, MULCH AND OTHER ORGANIC DEBRIS WITHIN 5 FEET OF ALL DECKS AND STRUCTURES FARTHER THAN 5 FEET FROM STRUCTURES. RAKING MATERIAL WILL NOT SIGNIFICANTLY REDUCE THE LIKELIHOOD OF IGNITION AND CAN NEGATIVELY AFFECT OTHER TREES.
- DO NOT USE SPACE UNDER DECKS FOR STORAGE.

ZONE 2 5-30 FEET FROM THE STRUCTURE

GOAL: THIS ZONE IS DESIGNED TO GIVE AN APPROACHING FIRE LESS FUEL, WHICH WILL HELP REDUCE ITS INTENSITY AS IT GETS NEARER TO YOUR HOME OR ANY STRUCTURES.

CRITICAL STEPS

- MOW GRASSES TO 4 INCHES TALL OR LESS.
- AVOID LARGE ACCUMULATIONS OF SURFACE FUELS SUCH AS LOGS, BRANCHES, SLASH AND MULCH.
- REMOVE ENOUGH TREES TO CREATE AT LEAST 10 FEET OF SPACE BETWEEN CROWNS. MEASURE FROM THE OUTERMOST BRANCH OF ONE TREE TO THE NEAREST BRANCH OF THE NEXT TREE.
- SMALL GROUPS OF TWO OR THREE TREES MAY BE LEFT IN SOME AREAS OF ZONE 2. SPACING OF 30 FEET SHOULD BE MAINTAINED BETWEEN REMAINING TREE GROUPS TO ENSURE FIRE DOES NOT JUMP FROM ONE GROUP TO ANOTHER.
- REMOVE LADDER FUELS UNDER REMAINING TREES. THIS IS ANY VEGETATION THAT CAN BRING FIRE FROM THE GROUND UP INTO TALLER FUELS.
- PRUNE TREE BRANCHES TO A HEIGHT OF 6-10 FEET FROM THE GROUND OR A THIRD OF THE TOTAL HEIGHT OF THE TREE, WHICHEVER IS LESS.
- REMOVE STRESSED, DISEASED, DEAD OR DYING TREES AND SHRUBS. THIS REDUCES THE AMOUNT OF VEGETATION AVAILABLE TO BURN AND IMPROVES FOREST HEALTH.
- COMMON GROUND JUNIPERS SHOULD BE REMOVED WHENEVER POSSIBLE BECAUSE THEY ARE HIGHLY FLAMMABLE AND TEND TO HOLD A LAYER OF FLAMMABLE MATERIAL BENEATH THEM.
- YOU CAN KEEP ISOLATED SHRUBS IN ZONE 2 AS LONG AS THEY ARE NOT GROWING UNDER TREES. KEEP SHRUBS AT LEAST 10 FEET AWAY FROM THE EDGE OF TREE BRANCHES.
- PERIODICALLY PRUNE AND MAINTAIN SHRUBS TO PREVENT EXCESSIVE GROWTH. REMOVE DEAD STEMS ANNUALLY.
- SPACING BETWEEN CLUMPS OF SHRUBS SHOULD BE AT LEAST 2-3 TIMES THEIR MATURE HEIGHT. EACH CLUMP SHOULD HAVE A DIAMETER NO MORE THAN TWICE THE MATURE HEIGHT OF THE VEGETATION. EXAMPLE: FOR SHRUBS THAT GROW 6 FEET TALL, SPACE CLUMPS 15 FEET APART OR MORE (MEASURED FROM THE EDGE OF THE CROWNS OF VEGETATION CLUMPS). EACH CLUMP OF THESE SHRUBS SHOULD NOT EXCEED 12 FEET IN DIAMETER.

HEARTH
DESIGN BUILD

Saguache County
Housing Authority
Boca Grande Estates, Casita Park

STAMP

Saguache County
Housing Authority

PROJECT NO: 2025-12-15

DATE: 12/15/25

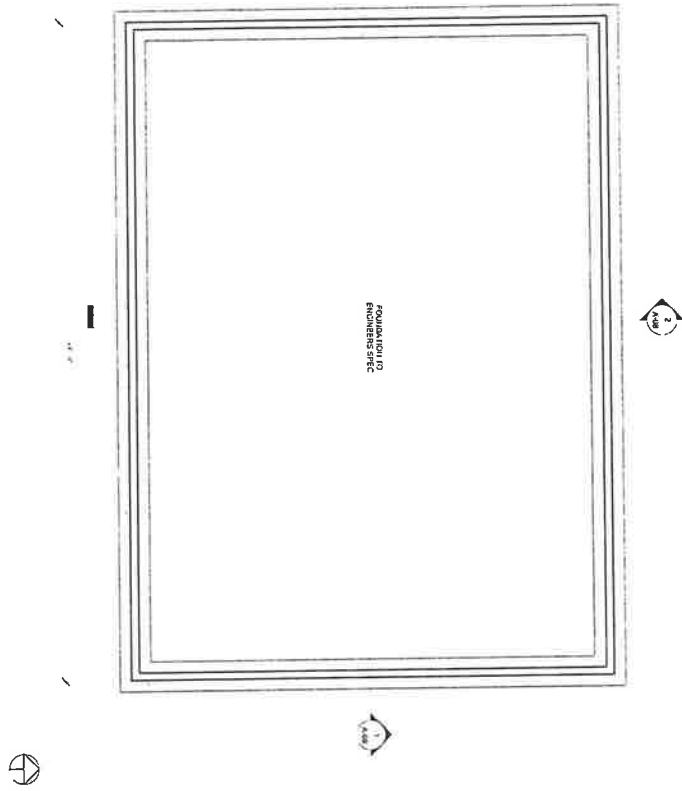
BY: [Signature]

FOR: [Signature]

WUI Fire Code

A-02

FOUNDATION PLAN
1/8" = 1'-0"



ALL OF PROPOSED
FUTURE GRADING AREA

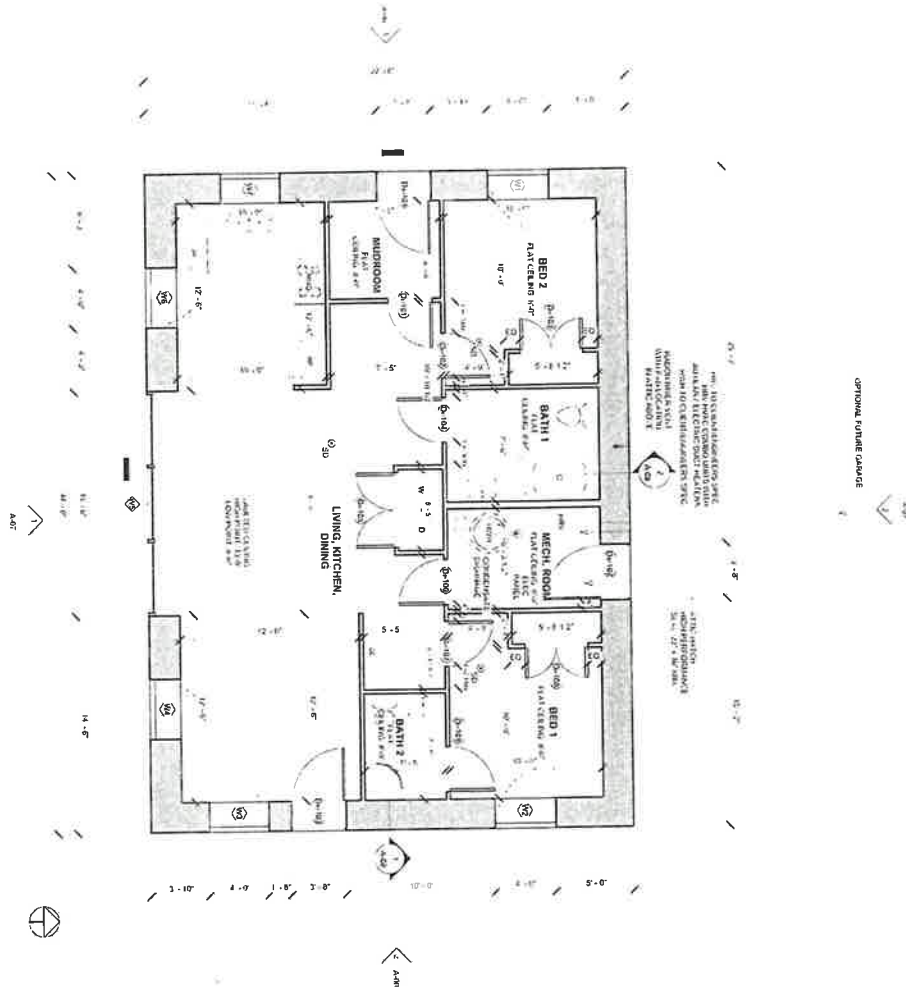
STAMP	
Saguache County Housing Authority	
PR	CAD
DATE	2018-05-15
BY	W. J. PERRY
FOR	HEATH
Foundation Plan	
A-03	

DATE: 2018-05-15
BY: W. J. PERRY
FOR: HEATH

Saguache County
Housing Authority
Baca Grande Estates, Casita Park

HEATH
DESIGN BUILD

1) FLOOR PLAN - WEST ENTRY



HEARTH

DESIGN BUILD

Saguache County
Housing Authority

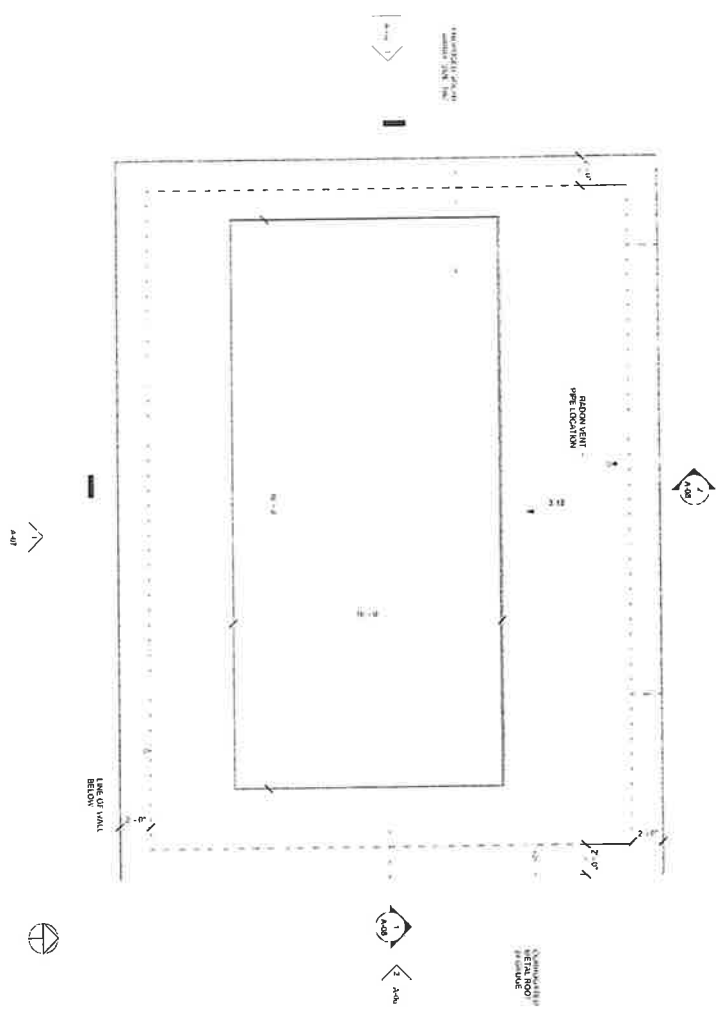
Baca Grande Estates, Casita Park

First Floor Plan

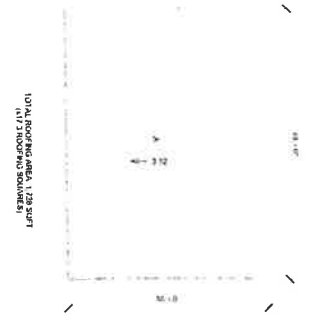
A-04

Project No.	2024-12-15	Date	2024-12-15	Revision
Project Name	Saguache County Housing Authority			
Project Location	Baca Grande Estates, Casita Park			
Project Manager	A-04			

1) ROOF PLAN
1/8" = 1'-0"



2) ROOF MAP DIAGRAM
3/32" = 1'-0"



Saguache County Housing Authority	
Project No.	2025-11-15
Drawn By	11-15-25
Checked By	11-15-25
Approved By	11-15-25
Roof Plan	
A-05	

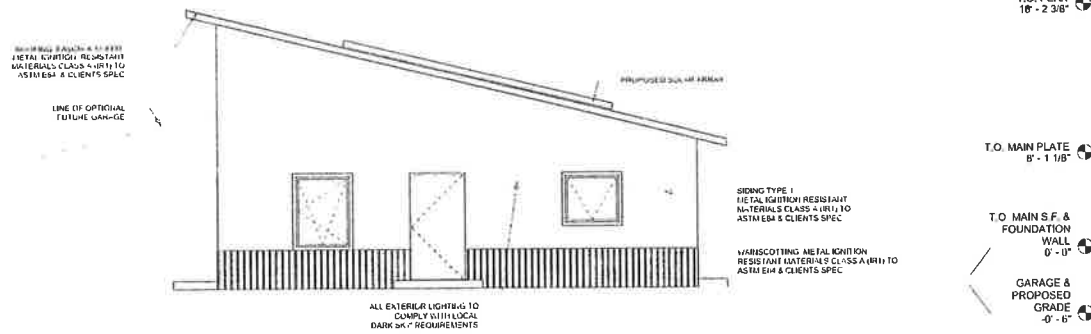
**Saguache County
Housing Authority**

Baca Grande Estates, Casita Park

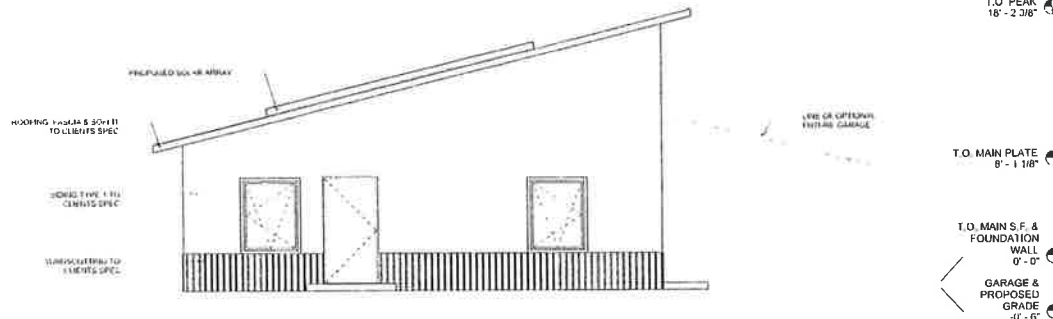
HEARTH

DESIGN BUILD

IGNITION RESISTANT CONSTRUCTION MATERIALS CLASS A (IRU)
 ROOF CLASS A METAL ASSEMBLY
 ROOF VALLEYS: N/A
 EAVES & SOFFITS: METAL UNDERSIDE
 GUTTERS & DOWNSPOUTS: METAL WITH SCREENS
 EXTERIOR WALLS: CLASS A TBID METAL EXTERIOR WITH HEAVY TIMBER ACCENTS
 UNDER-FLOOR ENCLOSURE: ENCLOSED WITH EXTERIOR WALL
 DECKS & PROJECTIONS: CLASS A WOOD DECKING AND STONE PAVERS
 DECKS PROJECTING OVER 10" SLOPE: N/A
 EXTERIOR GLAZING: TRIPLE-PANE WINDOWS (SEE WINDOW SCHEDULE)
 EXTERIOR DOOR: CLASS 1 HIGH COMBUSTIBLE, OVER 20 MINUTE FIRE-RATED



① WEST ELEVATION
 1/4" = 1'-0"



② EAST ELEVATION
 1/4" = 1'-0"

HEARTH
 DESIGN BUILD

Saguache County
 Housing Authority
 Baca Grande Estates, Casita Park



Saguache County
 Housing Authority
 PROJECT: CLU
 DATE: 2023-12-15
 DRAWN BY: [signature]
 CHECKED BY: [signature]
 APPROVED BY: [signature]

Building
 Elevations

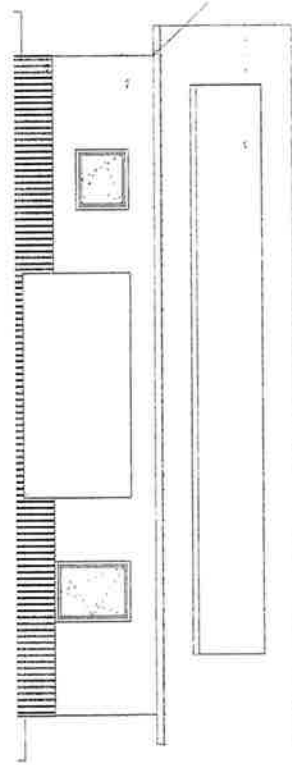
A-06

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HYDROPHOBIC FASCIN & SOFT
METAL NUTRITION RESISTANT
MATERIALS CLASS 2 MEET TO
ASSEMBLE & CLIENTS SPEC

LEIJA, KUULIJOIN RESISTANT ALI-JERIALS CLASS A VIRTUOUS ASHED & LENS SPEC

**FLUOROPOLYMER IGNITION RESISTANT MATERIALS
CLASS A (B1) TOASTERS & CURRENTS JET**



T.O. PEAK
18 - 2 3/8" 

I.O. MAIN PLATE
8' - 1 1/8"

T.O. MAIN S.F. &
FOUNDATION
WALL
0'-0"

PROPOSED
GRADE
-0' - 6'

HOVERING FASCIA & SOFT
FOCI RESULTS SPEC

SARIN: A FIGHT TO THE BOTTLE NECK

TRANSFERRING TO CLIENT'S SPEC

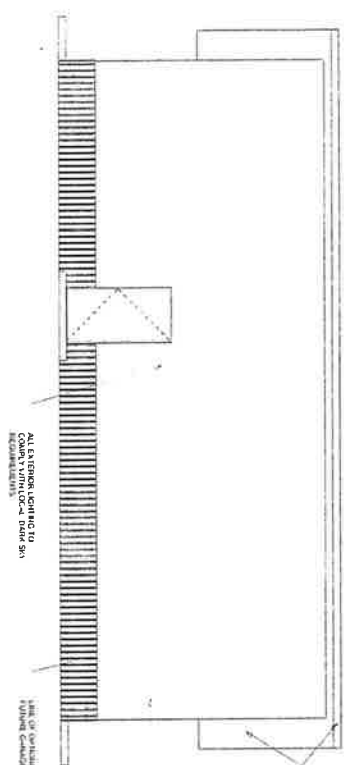
TO MAIN PLATE
8" - 1 1/8"

T.O. MAIN S.F. &
FOUNDATION
WALL.



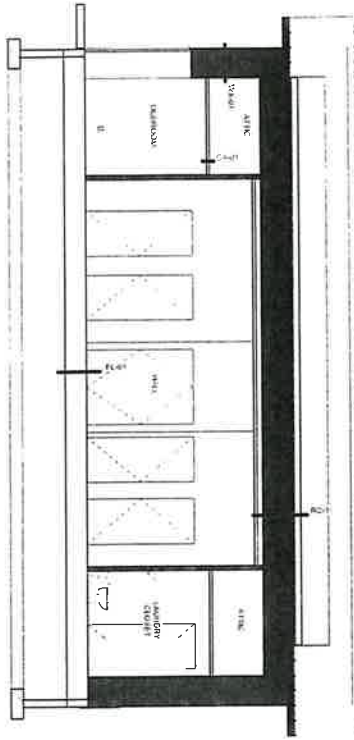
CARTRIDGE A
PROPOSED
GRADE
-5'-6"

2 NORTH ELEVATION
1/4" = 1'-0"

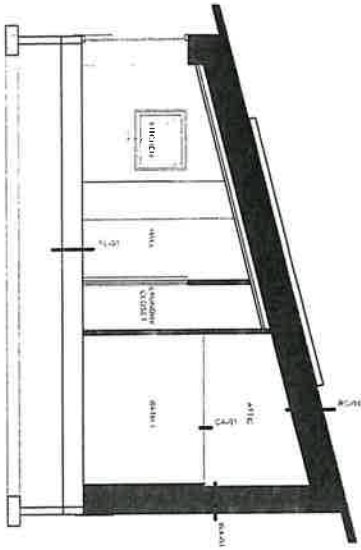


ALL EXTERIOR LIGHTING TO
COMPLY WITH LOCAL DATA S/N
REQUIREMENTS.

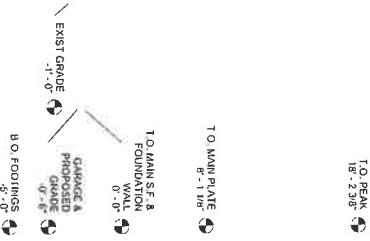
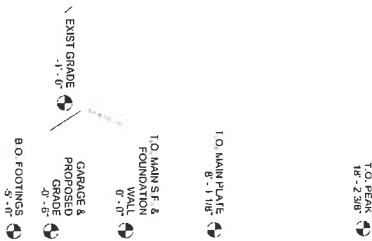
THE UNIVERSITY OF CHICAGO
PRESS



1. BUILDING SECTION 1
1/4" = 1'-0"



2. BUILDING SECTION 2
1/4" = 1'-0"

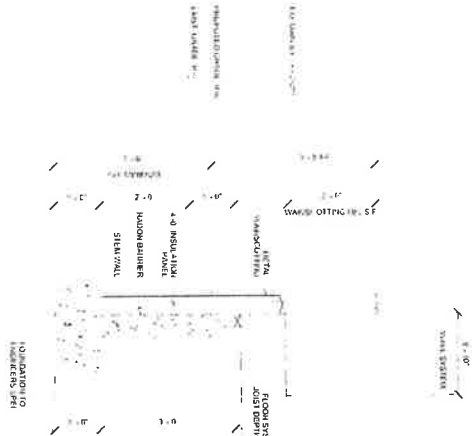


ROOF TYPE: SCALF 18.541
CORRUGATED OR VENTED METAL ROOFING TO CLIENTS SPEC
WATER CONTROL LAYER (WCL) PROCLIMA ADHERO
WITH TAPED SEAMS (SEE AIR SEALING SPECS)
PREFABRICATED ROOF TRUSS TO ENGINEERS SPEC
R14 CELLULOSE NATURAL FIBRE INSULATION
1/2" GWB OR CEILING FINISH TO CLIENTS SPEC
CEILING TYPE: SCALF 18.541
1/2" FLOOR SLEEPING
1/2" FLOOR SLEEPING TO ENGINEERS SPEC
WITH TAPED SEAMS (SEE AIR SEALING SPECS)
1/2" GWB OR CEILING FINISH TO CLIENTS SPEC
WALL TYPE: SCALF 18.541
SIDING TO ASTM E4 AND CLIENTS SPEC
VENTED RAINSCREEN CAVITY
1/2" GWB OR CEILING FINISH TO CLIENTS SPEC
DOUBLE STUD WALL WITH
1/2" GWB OR WALL FINISH TO CLIENTS SPEC
1/2" GWB OR WALL FINISH TO CLIENTS SPEC
FLOOR TYPE: TO ENGINEERS SPECIFICATION
FOUNDATION TYPE: TO ENGINEERS SPECIFICATION

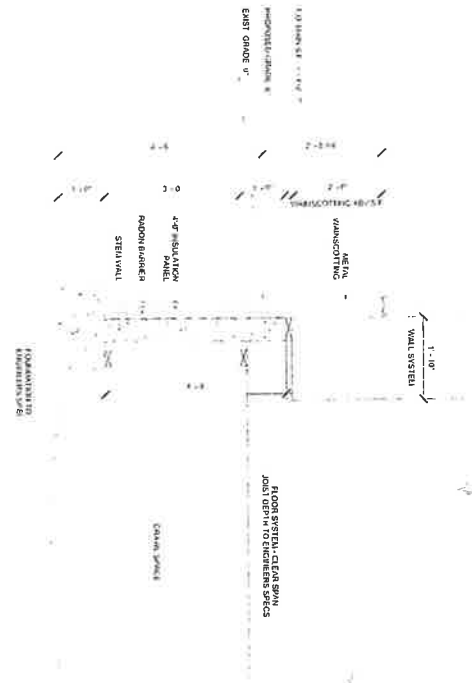


Saguache County
Housing Authority
Baca Grande Estates, Casila Park

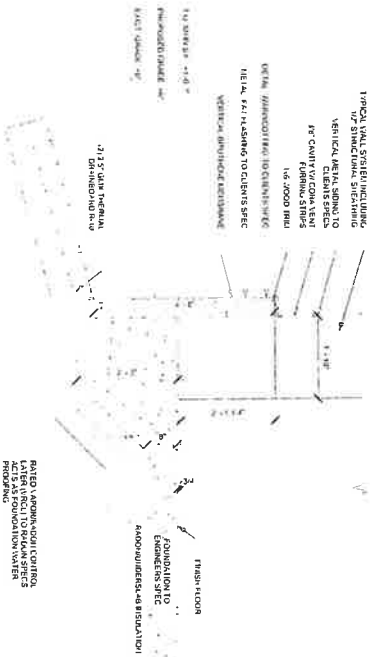
Saguache County Housing Authority	
DATE: 2023/11/13	BY: [Signature]
PROJECT: 18-111111	SCALE: 1/4" = 1'-0"
A-08	



Option B1 -
Craw Space Floor Above Slum Wall
3/4" = 1'-0"



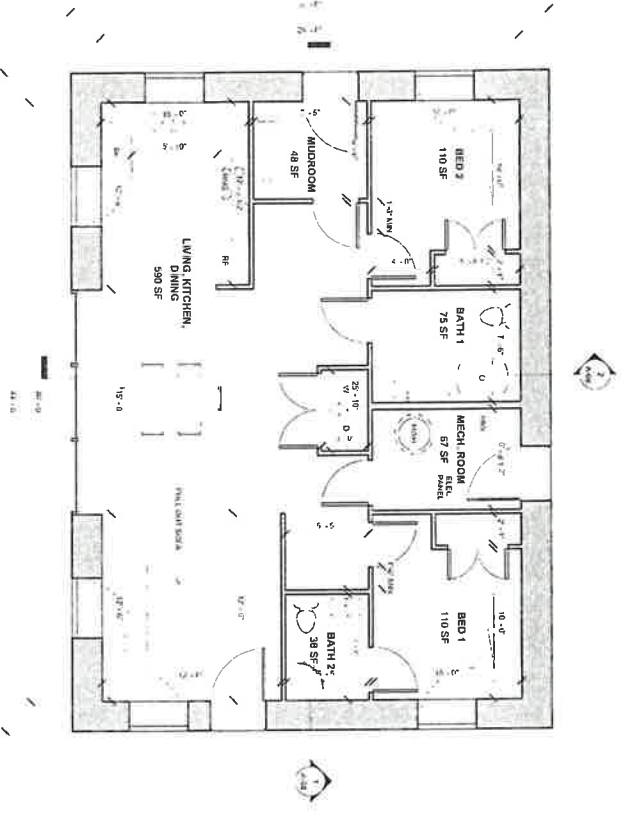
Option B2 -
Craw Space Floor Level to Slum Wall
3/4" = 1'-0"



Option B3 -
Frost Protected Slab on Grade
3/4" = 1'-0"

STAMP	
Saguache County Housing Authority	
DATE	2015-07-15
BY	100 - 1 (2015)
FOR	100 - 1 (10/17)
Foundation Detail Options	
A-09	

Saguache County Housing Authority Baca Grande Estates, Casita Park	
HEARTH DESIGN BUILD	



① FLOOR PLAN - FURNITURE & AREA
1/4" = 1'-0"

TOTAL EXTERIOR FOOTPRINT SQFT		
Name	Area	
HOUSE	1408 SF	
FUTURE GARAGE	420 SF	

TOTAL USABLE INTERIOR SQFT		
Name	Area	
HOUSE	1120 SF	
FUTURE GARAGE	312 SF	

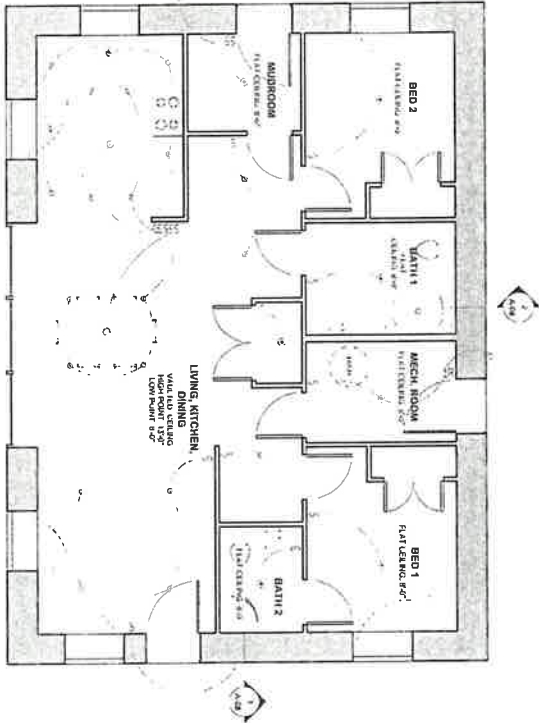
ROOM SCHEDULE		
Name	Area	
MIDROOM	48 SF	
BED 1	110 SF	
BED 2	110 SF	
LIVING, KITCHEN DINING	590 SF	
BATH 1	75 SF	
MECH. ROOM	67 SF	

**Saguache County
Housing Authority**
Baca Grande Estates, Casila Park

HEARTH
DESIGN BUILD

STAMP	
Saguache County Housing Authority	
DATE	2025-12-15
BY	CLB
PROJECT	
1st - 1 (2024)	
1st - 1 (11/17)	
Drawing	
First Floor Furniture & Area Plan	
A-11	

1/8" = 1'-0"



1) FLOOR PLAN - LIGHTING
1/8" = 1'-0"

ELECTRICAL FIXTURE SCHEDULE

Family and Type	Count
Switch Single	19

LIGHTING FIXTURE SCHEDULE

Family and Type	Count	Cost
Recessed	0	
Recessed Single	21	
Recessed	2	
Recessed	7	
Recessed	0	
Recessed	3	

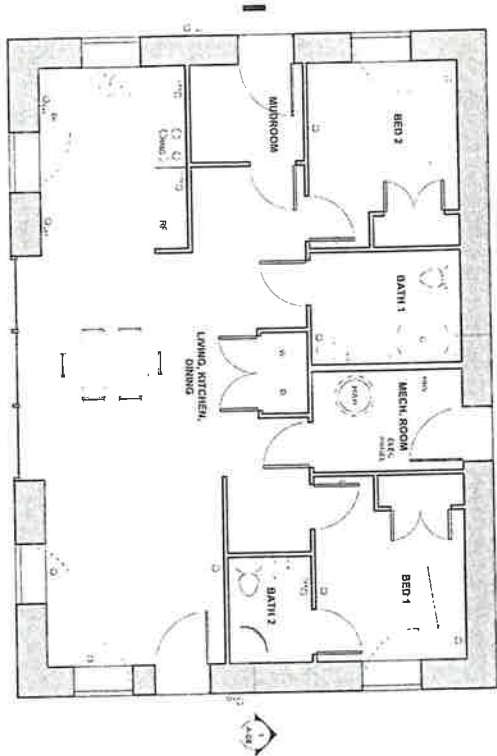
- 1) FLOOR PLAN - LIGHTING
1/8" = 1'-0"
- 2) LIGHTING PICTURE LEGEND
1/8" = 1'-0"

Saguache County Housing Authority
Baca Grande Estates, Casita Park

First Floor & Exterior Lighting Plan
A-12

ELECTRICAL & RUMOR SCHEDULE
 Family and Type
 Outer Duplex Single 10
 Outer Duplex Single 8

VIEW OF EXTERIOR WITH
 EXISTING EXTERIOR WALLS



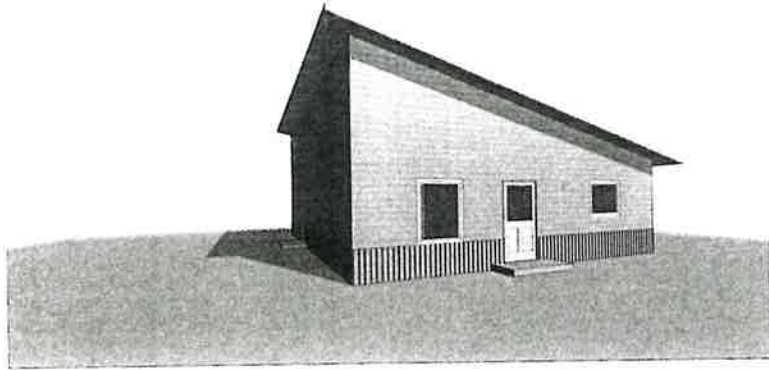
1. HODGKIN - ELECTRICAL
 10/2/10

DATE	10/2/10
PROJECT	2025-17-15
BY	10/2/10
CHECKED	10/2/10
APPROVED	10/2/10
REVISIONS	
1. HODGKIN - ELECTRICAL	
10/2/10	
2. HODGKIN - ELECTRICAL	
10/2/10	
3. HODGKIN - ELECTRICAL	
10/2/10	
4. HODGKIN - ELECTRICAL	
10/2/10	
5. HODGKIN - ELECTRICAL	
10/2/10	
6. HODGKIN - ELECTRICAL	
10/2/10	
7. HODGKIN - ELECTRICAL	
10/2/10	
8. HODGKIN - ELECTRICAL	
10/2/10	
9. HODGKIN - ELECTRICAL	
10/2/10	
10. HODGKIN - ELECTRICAL	
10/2/10	

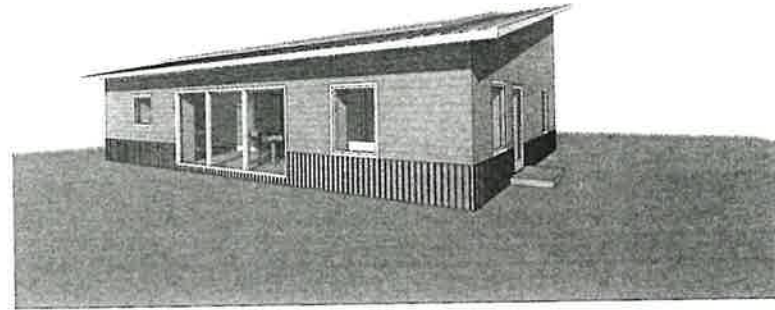
Saguache County
 Housing Authority
 Baca Grande Estates, Casita Park

HEARTH
 DESIGN BUILD

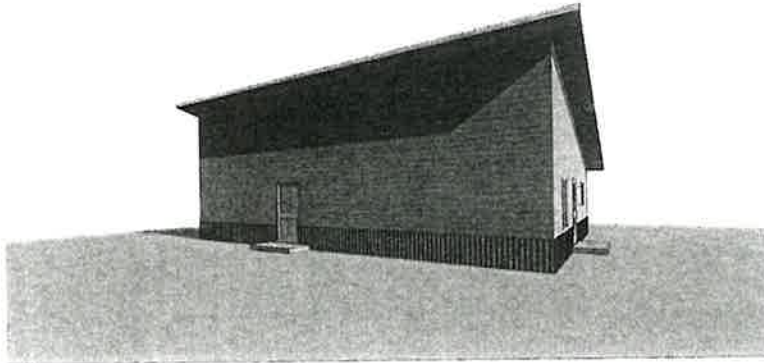
A-13



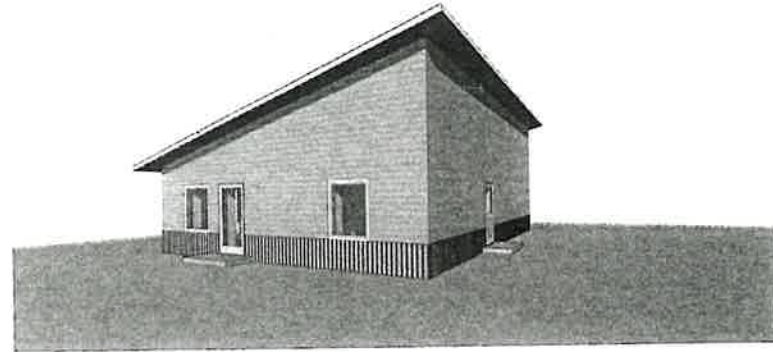
1 Perspective Front / East



2 Perspective Side / South



4 Perspective Side / North



3 Perspective Rear / West

HEARTH
DESIGN BUILD

Saguache County
Housing Authority
Baca Grande Estates, Casita Park



Saguache County
Housing Authority

PR C/U

2025-12-15

1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

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1/4" = 1'-0" (1/8" = 1'-0")
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1/4" = 1'-0" (1/8" = 1'-0")
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1/4" = 1'-0" (1/8" = 1'-0")
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1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

1/4" = 1'-0" (1/8" = 1'-0")
1/8" = 1'-0" (1/16" = 1'-0")

A-14

ADA REQUIREMENT DIAGRAMS AND INFORMATION TO BE INCLUDED

Saguache County Request

Lot #	Balance	Tap Status	AOS Status
14-C	\$4,818.43	Not Paid	Full AOS
361-C	\$2,705.00	Paid	Full AOS
391-C	\$2,705.00	Not Paid	Full AOS
228-C	\$0.00	Not Paid	Full AOS
266-C	\$3,420.03	Not Paid	Full AOS
236-C	\$3,440.00	Not Paid	Full AOS
205-C	\$1,060.00	Not Paid	Full AOS
TOTAL	\$18,148.46	\$60,000	

Lot 228-C AOS changed 02/2026 for SC ONLY, (POA) granted SC permission to connect utilities through Baca Grande Tract B greenbelt,S

Check Issue Date	Payee	Invoice Number	Invoice GL Account	Account Title	Check Amount
93935					
03/18/2026	Amazon Capital Services, INC	143F-1PYP-3	4-500550	Meals and Lodging	95.91
03/18/2026	Amazon Capital Services, INC	143F-1PYP-3	4-500403	Office Supplies	18.99
03/18/2026	Amazon Capital Services, INC	143F-1PYP-3	4-500451	Supplies	590.26
Total 93935:					705.16
93936					
03/18/2026	CEBT	INV 0081792	4-530500	Health Insurance	11,591.70
Total 93936:					11,591.70
93937					
03/18/2026	Centratel, LLC	2603022091	4-500406	Phone Answering Service	283.48
Total 93937:					283.48
93938					
03/18/2026	Deluca Gas Company, Inc.	I081175	4-505026	Shop, Yard, Office-Propane	60.00
03/18/2026	Deluca Gas Company, Inc.	U5850310	4-505020	Aspen TP-Propane	576.10
Total 93938:					636.10
93939					
03/18/2026	Element Engineering	547288	3-517036	Water Loss Prevention Project	4,615.00
Total 93939:					4,615.00
93940					
03/12/2026	FirstBank	FB-26-03	4-500520	Memberships	123.60-
03/18/2026	FirstBank	FB-26-03	4-500520	Memberships	123.60
03/12/2026	FirstBank	FB-26-03	4-500409	Software Maintenance	50.00-
03/18/2026	FirstBank	FB-26-03	4-500409	Software Maintenance	50.00
03/12/2026	FirstBank	FB-26-03	4-500460	Utility Billing	2.25-
03/18/2026	FirstBank	FB-26-03	4-500460	Utility Billing	2.25
03/12/2026	FirstBank	FB-26-03	4-505027	Office / Cell Phones	190.12-
03/18/2026	FirstBank	FB-26-03	4-505027	Office / Cell Phones	190.12
03/12/2026	FirstBank	FB-26-03	4-500362	Clothing Allowance	121.67-
03/18/2026	FirstBank	FB-26-03	4-500362	Clothing Allowance	121.67
03/12/2026	FirstBank	FB-26-03	4-500662	Vehicle-Repairs and Maint	79.96-
03/18/2026	FirstBank	FB-26-03	4-500662	Vehicle-Repairs and Maint	79.96
03/12/2026	FirstBank	FB-26-03	4-500451	Supplies	10.99-
03/18/2026	FirstBank	FB-26-03	4-500451	Supplies	10.99
03/12/2026	FirstBank	FB-26-03	4-500500	Training and Education	104.00-
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	104.00
03/12/2026	FirstBank	FB-26-03	4-500662	Vehicle-Repairs and Maint	75.90-
03/18/2026	FirstBank	FB-26-03	4-500662	Vehicle-Repairs and Maint	75.90
03/12/2026	FirstBank	FB-26-03	4-503025	Repair & Maint-Office	14.99-
03/18/2026	FirstBank	FB-26-03	4-503025	Repair & Maint-Office	14.99
03/12/2026	FirstBank	FB-26-03	4-500500	Training and Education	145.00-
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	145.00
03/12/2026	FirstBank	FB-26-03	4-500401	Postage	36.61-
03/18/2026	FirstBank	FB-26-03	4-500401	Postage	36.61
03/12/2026	FirstBank	FB-26-03	4-500500	Training and Education	170.42-
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	170.42
03/12/2026	FirstBank	FB-26-03	4-500500	Training and Education	50.00-
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	50.00

Check Issue Date	Payee	Invoice Number	Invoice GL Account	Account Title	Check Amount
03/12/2026	FirstBank	FB-26-03	4-503019	Repair & Maint-Aspen TP	250.00-
03/18/2026	FirstBank	FB-26-03	4-503019	Repair & Maint-Aspen TP	250.00
03/12/2026	FirstBank	FB-26-03	4-503010	Repairs & Maint - Pump Houses	250.00-
03/18/2026	FirstBank	FB-26-03	4-503010	Repairs & Maint - Pump Houses	250.00
03/12/2026	FirstBank	FB-26-03	4-505029	Trash and Recycling Services	145.08-
03/18/2026	FirstBank	FB-26-03	4-505029	Trash and Recycling Services	145.08
03/12/2026	FirstBank	FB-26-03	4-505029	Trash and Recycling Services	138.03-
03/18/2026	FirstBank	FB-26-03	4-505029	Trash and Recycling Services	138.03
03/12/2026	FirstBank	FB-26-03	4-505027	Office / Cell Phones	290.74-
03/18/2026	FirstBank	FB-26-03	4-505027	Office / Cell Phones	290.74
Total 93940:					.00
93960					
03/18/2026	FirstBank	FB-26-03	4-500520	Memberships	123.60
03/18/2026	FirstBank	FB-26-03	4-500409	Software Maintenance	50.00
03/18/2026	FirstBank	FB-26-03	4-500460	Utility Billing	2.25
03/18/2026	FirstBank	FB-26-03	4-505027	Office / Cell Phones	190.12
03/18/2026	FirstBank	FB-26-03	4-500362	Clothing Allowance	121.67
03/18/2026	FirstBank	FB-26-03	4-500662	Vehicle-Repairs and Maint	79.96
03/18/2026	FirstBank	FB-26-03	4-500451	Supplies	10.99
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	104.00
03/18/2026	FirstBank	FB-26-03	4-500662	Vehicle-Repairs and Maint	75.90
03/18/2026	FirstBank	FB-26-03	4-503025	Repair & Maint-Office	14.99
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	145.00
03/18/2026	FirstBank	FB-26-03	4-500401	Postage	36.61
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	170.42
03/18/2026	FirstBank	FB-26-03	4-500500	Training and Education	50.00
03/18/2026	FirstBank	FB-26-03	4-503019	Repair & Maint-Aspen TP	250.00
03/18/2026	FirstBank	FB-26-03	4-503010	Repairs & Maint - Pump Houses	250.00
03/18/2026	FirstBank	FB-26-03	4-505029	Trash and Recycling Services	145.08
03/18/2026	FirstBank	FB-26-03	4-505029	Trash and Recycling Services	138.03
03/18/2026	FirstBank	FB-26-03	4-505027	Office / Cell Phones	290.74
Total 93960:					2,249.36
93941					
03/12/2026	Freedom Mailing Services, INC	52501	4-500460	Utility Billing	423.29-
03/18/2026	Freedom Mailing Services, INC	52501	4-500460	Utility Billing	423.29
Total 93941:					.00
93961					
03/18/2026	Freedom Mailing Services, INC	52501	4-500460	Utility Billing	423.29
Total 93961:					423.29
93942					
03/12/2026	Grainger	9773533873	4-500662	Vehicle-Repairs and Maint	190.39-
03/18/2026	Grainger	9773533873	4-500662	Vehicle-Repairs and Maint	190.39
Total 93942:					.00
93962					
03/18/2026	Grainger	9773533873	4-500662	Vehicle-Repairs and Maint	190.39

Check Issue Date	Payee	Invoice Number	Invoice GL Account	Account Title	Check Amount
Total 93962:					190.39
93943					
03/12/2026	Great America Financial Svcs Cor	41411707	4-500402	Copier Lease and Equipment	249.59-
03/18/2026	Great America Financial Svcs Cor	41411707	4-500402	Copier Lease and Equipment	249.59
Total 93943:					.00
93963					
03/18/2026	Great America Financial Svcs Cor	41411707	4-500402	Copier Lease and Equipment	249.59
Total 93963:					249.59
93944					
03/12/2026	Howard, Bryan	BH-26-02	4-500500	Training and Education	212.00-
03/18/2026	Howard, Bryan	BH-26-02	4-500500	Training and Education	212.00
Total 93944:					.00
93964					
03/18/2026	Howard, Bryan	BH-26-02	4-500500	Training and Education	212.00
Total 93964:					212.00
93945					
03/12/2026	IMEG	22002079.00	4-506022	Professional Fees-GIS	600.00-
03/18/2026	IMEG	22002079.00	4-506022	Professional Fees-GIS	600.00
Total 93945:					.00
93965					
03/18/2026	IMEG	22002079.00	4-506022	Professional Fees-GIS	600.00
Total 93965:					600.00
93946					
03/12/2026	Kody Pest Control	91239	4-503000	Repair & Maint	250.00-
03/18/2026	Kody Pest Control	91239	4-503000	Repair & Maint	250.00
Total 93946:					.00
93966					
03/18/2026	Kody Pest Control	91239	4-503000	Repair & Maint	250.00
Total 93966:					250.00
93947					
03/12/2026	Law of the Rockies	LOR-26-02	1-506030	Legal	5,280.24-
03/18/2026	Law of the Rockies	LOR-26-02	1-506030	Legal	5,280.24
Total 93947:					.00
93967					
03/18/2026	Law of the Rockies	LOR-26-02	1-506030	Legal	5,280.24

Check Issue Date	Payee	Invoice Number	Invoice GL Account	Account Title	Check Amount
Total 93967:					5,280.24
93948					
03/12/2026	Northern Tool TreviPay	0B39CCF2	4-503019	Repair & Maint-Aspen TP	3,684.99-
03/18/2026	Northern Tool TreviPay	0B39CCF2	4-503019	Repair & Maint-Aspen TP	3,684.99
Total 93948:					.00
93968					
03/18/2026	Northern Tool TreviPay	0B39CCF2	4-503019	Repair & Maint-Aspen TP	3,684.99
Total 93968:					3,684.99
93949					
03/12/2026	Pinnacol Assurance	INV-2321110	4-530600	Worker's Compensation Insur	1,067.00-
03/18/2026	Pinnacol Assurance	INV-2321110	4-530600	Worker's Compensation Insur	1,067.00
Total 93949:					.00
93969					
03/18/2026	Pinnacol Assurance	INV-2321110	4-530600	Worker's Compensation Insur	1,067.00
Total 93969:					1,067.00
93950					
03/12/2026	Plante & Moran PLLC	10640366	1-506045	Accounting	7,400.00-
03/18/2026	Plante & Moran PLLC	10640366	1-506045	Accounting	7,400.00
Total 93950:					.00
93970					
03/18/2026	Plante & Moran PLLC	10640366	1-506045	Accounting	7,400.00
Total 93970:					7,400.00
93951					
03/12/2026	Robinson, Shala	SR-26-02-12	4-503025	Repair & Maint-Office	50.00-
03/18/2026	Robinson, Shala	SR-26-02-12	4-503025	Repair & Maint-Office	50.00
03/12/2026	Robinson, Shala	SR-26-03-02	4-503025	Repair & Maint-Office	50.00-
03/18/2026	Robinson, Shala	SR-26-03-02	4-503025	Repair & Maint-Office	50.00
Total 93951:					.00
93971					
03/18/2026	Robinson, Shala	SR-26-02-12	4-503025	Repair & Maint-Office	50.00
03/18/2026	Robinson, Shala	SR-26-03-02	4-503025	Repair & Maint-Office	50.00
Total 93971:					100.00
93952					
03/12/2026	Timber Line Electric & Control	30627	3-517036	Water Loss Prevention Project	5,336.00-
03/18/2026	Timber Line Electric & Control	30627	3-517036	Water Loss Prevention Project	5,336.00
Total 93952:					.00

Check Issue Date	Payee	Invoice Number	Invoice GL Account	Account Title	Check Amount
93972					
03/18/2026	Timber Line Electric & Control	30627	3-517036	Water Loss Prevention Project	5,336.00
Total 93972:					5,336.00
93953					
03/12/2026	UNCC	226020119	4-500530	Locates	4.90-
03/18/2026	UNCC	226020119	4-500530	Locates	4.90
Total 93953:					.00
93973					
03/18/2026	UNCC	226020119	4-500530	Locates	4.90
Total 93973:					4.90
93954					
03/12/2026	Univar Solutions	53711051	4-503300	Chemicals Maintenance	2,620.00-
03/18/2026	Univar Solutions	53711051	4-503300	Chemicals Maintenance	2,620.00
03/12/2026	Univar Solutions	53723620	4-503300	Chemicals Maintenance	1,367.42-
03/18/2026	Univar Solutions	53723620	4-503300	Chemicals Maintenance	1,367.42
Total 93954:					.00
93974					
03/18/2026	Univar Solutions	53711051	4-503300	Chemicals Maintenance	2,620.00
03/18/2026	Univar Solutions	53723620	4-503300	Chemicals Maintenance	1,367.42
Total 93974:					3,987.42
93955					
03/12/2026	Upper Case Printing, Ink	4054	4-500460	Utility Billing	29.38-
03/18/2026	Upper Case Printing, Ink	4054	4-500460	Utility Billing	29.38
Total 93955:					.00
93975					
03/18/2026	Upper Case Printing, Ink	4054	4-500460	Utility Billing	29.38
Total 93975:					29.38
93956					
03/12/2026	US Fish and Wildlife Service	USFW-26-3	4-500100	Raw Water USFSWS	1,050.00-
03/18/2026	US Fish and Wildlife Service	USFW-26-3	4-500100	Raw Water USFSWS	1,050.00
Total 93956:					.00
93976					
03/18/2026	US Fish and Wildlife Service	USFW-26-3	4-500100	Raw Water USFSWS	1,050.00
Total 93976:					1,050.00
93957					
03/12/2026	USA BlueBook	INV0098670	4-503300	Chemicals Maintenance	977.89-
03/18/2026	USA BlueBook	INV0098670	4-503300	Chemicals Maintenance	977.89

Check Issue Date	Payee	Invoice Number	Invoice GL Account	Account Title	Check Amount
Total 93957:					.00
93977					
03/18/2026	USA BlueBook	INV0098670	4-503300	Chemicals Maintenance	977.89
Total 93977:					977.89
93958					
03/12/2026	Wilfong, Josh	WE-26-02	4-503025	Repair & Maint-Office	777.60-
03/18/2026	Wilfong, Josh	WE-26-02	4-503025	Repair & Maint-Office	777.60
Total 93958:					.00
93978					
03/18/2026	Wilfong, Josh	WE-26-02	4-503025	Repair & Maint-Office	777.60
Total 93978:					777.60
93959					
03/12/2026	WSB Computer Services, Inc.	99297	4-500408	Computer Support	277.50-
03/18/2026	WSB Computer Services, Inc.	99297	4-500408	Computer Support	277.50
Total 93959:					.00
93979					
03/18/2026	WSB Computer Services, Inc.	99297	4-500408	Computer Support	277.50
Total 93979:					277.50
Grand Totals:					51,978.99

District Manager Report – March, 2026

United States Fish and Wildlife Service (USFWS) – Water lease negotiations

- Short term extension complete
- Met with USFWS in Denver in 8/25
 - Next step - Determine value of the water rights through the US Appraisal and Valuation Services Office (AVSO). May take several months.
- Meeting scheduled for 2/18
 - Water appraisal due by 06/26
 - NEPA requires an Environmental Assessment which is expected to be completed by 6/26
 - Discuss short term lease extension

Aspen Wastewater Treatment Facility (AWWTF)

- Element is reviewing pretreatment methods to determine effectiveness, compliance and cost.
 - Met with USDA to discuss loan/grant application – Jennifer Garcia
 - Recommended applying for current FY funding by 9/31/25
- USDA Loan application submitted on 9/10/25
- No updates as of 2/13/2026 – USDA is still reviewing the Preliminary Engineering Report

Water System Improvement Project

- Update and bring MHE Well Online, add capacity to Well 17 & 18, and add a bulk water fill station
- Funding has been secured
- Once design is approved the project will go up for bid
 - Waiting on CDPHE and well tests
 - a. Advertisement for Bids Publication Date: April 2026
 - b. Construction Contract Award Date: June 2026
 - c. Construction Start Date: July 2026
 - d. Construction Completion Date: February 2027 (including time in procurement)

Grant Opportunities

- **State Revolving Fund (SRF)**
 - Submitted on 6/4/25
 - Approved for \$750,000
- **CWRPDA**
 - Approved for \$823,000
 - Of which \$530,353 can be forgiven
 - Loan documents have been finalized and signed

➤ **DOLA EIAF 2026**

- Application was submitted on 2/09
- Requested \$60,000 for leak detection, will require a 1:1 match
 - If awarded, funds will be used to hire specialized leak detection contractors to inspect the distribution system
 - Onsite visit on 3/12

Financial & Accounting

- Accounting transition underway
 - Staff has been working with new accounting team daily to complete the turn over process
 - Plante Moran is currently closing out 2025 financials and completing reconcilements
 - The process has been delayed by slow fulfilment of information request
 - Updating Caselle to reflect current asset data and all budget information

Engineering

- Water System Improvement Project
 - Element is finalizing the electrical design and bid package
 - CDPHE is reviewing the basis of design report, and has requested MHE Well testing information prior to permitting
 - Staff is working through electrical issues prior to running the well pump
 - Staff and engineers will respond to the request for information once sampling data has been received
- Wastewater Treatment Plant Improvements
 - Waiting on USDA review

Personnel

- Potential addition of a part-time admin team member in anticipation of future absences

Other Projects

- Rules and Regulations update in progress
- PILOT Program
 - Finalizing a list of applicable properties
 - Letters will be sent to encourage participation in the program
- Large volume of STR letter requests

Administrative Monthly Report

March 18th, 2026

Board of Directors Meeting

UTILITY BILLING ACTIVITY FOR THE MONTH OF FEBRUARY 2026

Customer Utility Billing		
Billing Category	Number of Accts	Amount Billed
Usage Customers Billed - SEWER	855	\$45,891.31
Usage Customers Billed - WATER	878	\$52,073.08
ON/OFF Service	4	\$125.00
LATE FEE	55	\$1,100.00
TRANSFER	5	\$1,750.00
CONSOLIDATIONS	0	\$0.00
NSF	0	\$0.00
Water & Sewer Hook UP	1	\$3,100.00

FEBRUARY - XPRESS BILL PAY TRANSACTION AND CHARGES ACTIVITY

Product / Service Description	Qty	Unit Price	Line Total
EFT Web Transactions	275	\$0.74	\$203.50
Credit/Debit Card Web Transactions	482	\$0.74	\$356.68
Online Banking - Bank Bill Pay Transactions	25	\$0.25	\$6.25
Lock Box Service Transactions	261	\$0.74	\$193.14
Toll Free Operator Assisted Transactions	1	\$2.00	\$2.00
Toll Free IVR Transactions	25	\$1.25	\$31.25
Maintenance & Support	1	\$100.00	\$100.00

Town of Crestone Sewer 2026

Town of Crestone Sewer Billing - 2026

Date	Monthly Total	Monthly Flow	Flow Charges	Average Daily BOD	Monthly BOD	BOD Charges	Paid	Balance Due
January	401,972	3,683,269.44	\$3,683.27	37	1110	\$1,282.05	\$10,256.73	\$4,965.32-02/28/2026 + past due of \$5,291.41
February	334,680	3,066,672.84	\$3,066.67	64	1792	\$2,069.76		\$5,136.43-03/30/2026 + \$20.00 Late Fee
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

2026 RATE – Effective January 1st:

\$9.163 - per 1,000 gallons of flow

\$1.155 per pound of Biochemical Oxygen Demand (BOD)

February – 2026 - Property Sales: 0 – Homes 5 - Lots



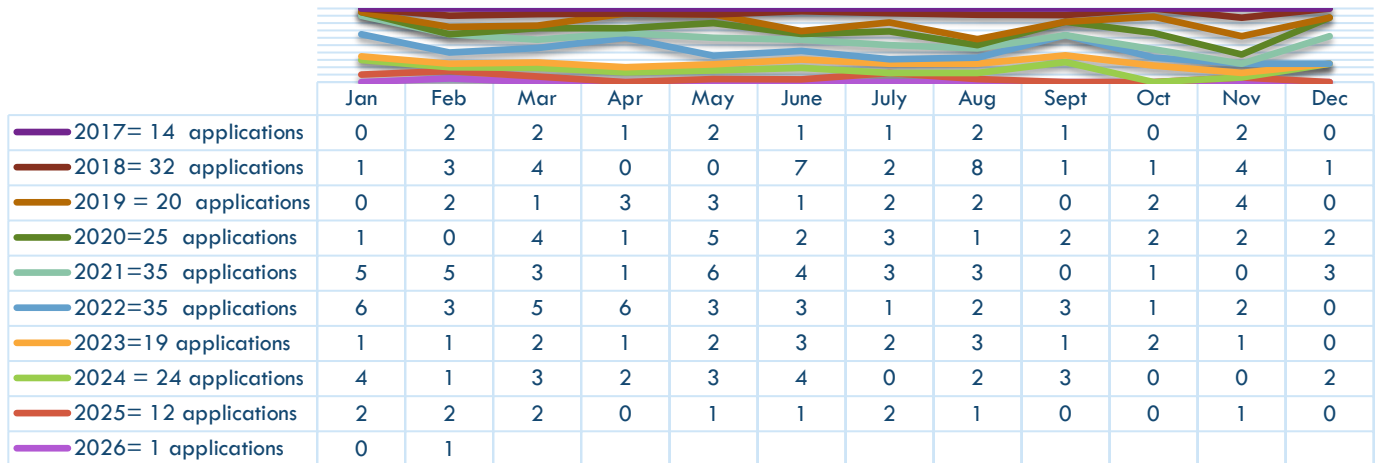
February - 2026– Other Sales Statistic Including Name Changes Only

Type	Vacant Lot	House	Total Charges
Quit Claim Deed	0	1	Name Changes Only
Affidavit of Death	1	0	Name Changes Only
Special Warranty Deed	1	0	Name Changes Only
TOTAL			Total: \$0.00

2017- 2026- Water and Sewer Hook up Applications

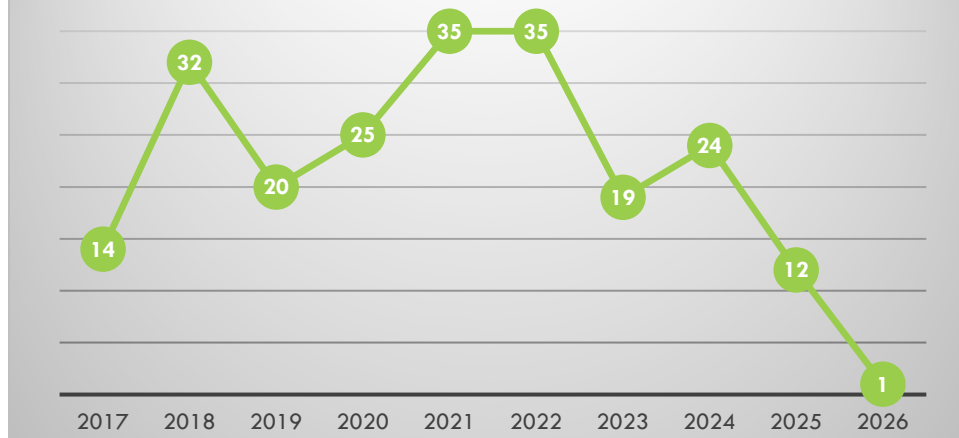
1 - Application (s) received in February, – 1 Total application (s) received in 2026

Water-Sewer Hookups 2016-2026



2026= 1 applications 2025= 12 applications 2024 = 24 applications 2023=19 applications
 2022=35 applications 2021=35 applications 2020=25 applications 2019 = 20 applications
 2018= 32 applications 2017= 14 applications

Received water & sewer hook up applications 2017-2026



ADMINISTRATIVE UPDATES

SAGUACHE COUNTY SALES TAX GRANT

- The District applied for the Spring Cycle Saguache County Sales Tax Grant.
- If awarded, the funds will support the replacement of two fire hydrants.
- Applications will be reviewed by the Board of County Commissioners during their March work session.

PILOT (PAYMENTS IN LIEU OF TAXES)

- 2026 PILOT invoices were created and mailed to customers with active PILOT agreements, including Colorado College, Shumei, and Pundarika Foundation, totaling \$28,457.08.
- Payments have been received from Shumei, Colorado College and Pundarika Foundation.
- An updated tax-exempt list was requested from the County.
- The potential PILOT spreadsheet is being updated.
- PILOT outreach draft letters prepared.

Delinquent Shut-Offs

- No water shut-offs during the month of March.
- Currently four (4) active payment plans.
- Increasing communication & outreach about available payment plan options.

SOP Updates

- The Admin team is actively updating Standard Operating Procedures (SOPs).
- Updates include tenant and tenant-related forms.
- A new SOP has been created for short-term rental confirmation letters.

Billing Messages: Usage Accounts: If you are falling behind on payments, please contact the District to discuss possible payment plan options to prevent additional late fee accumulation. We are here to help. You may reach us at info@bacawater.com or 719-256-4310 ext. 2. For your convenience, payments may be submitted online, by mail, in the drop box located by the District Office, in person during regular business hours, or by phone through our 24/7 IVR system at 888-504-0548.

Baca Grande Water and Sanitation District Monthly Operations Report

March 18th, 2026



Hole in the pipe from the leak on Camino Baca

Facilities and Staff Updates

In Service

Repaired
last month

Out of
Service

Water Facilities											
Well 18		Moonlight Transfer Station		Ridgeview Transfer Station		Fallen Tree Transfer Station		Pinecone Booster Station		Shumei Booster Station	
Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2

Wastewater Facilities									
Aspen WWTP		Stables Lift Station		Wagon Wheel Lift Station		MHE Lift Station		Dharma Ocean Lift Station	
Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2

Service Vehicles				
Truck 1	Truck 2	Truck 3	Truck 4	Truck 5

Equipment				
Vactor Truck	Dump Truck	Backhoe	Skid steer	Excavator

➤ No New Equipment Failure. No Vehicle Failures or updates to report

➤ Accidents

- No Accidents to report on

Operations Updates

➤ EIAF Grant Meeting

- Met with DOLA about the grant application for leak detection.

➤ Leaks to report

- We had a leak in chalet 1 on Camino Baca Grande. The fiber line was inadvertently cut during the main repair, Consolidated was notified to repair the line.

➤ Aspen WWTF

- Operated well within permit limits for February

➤ Projects

Winter Projects

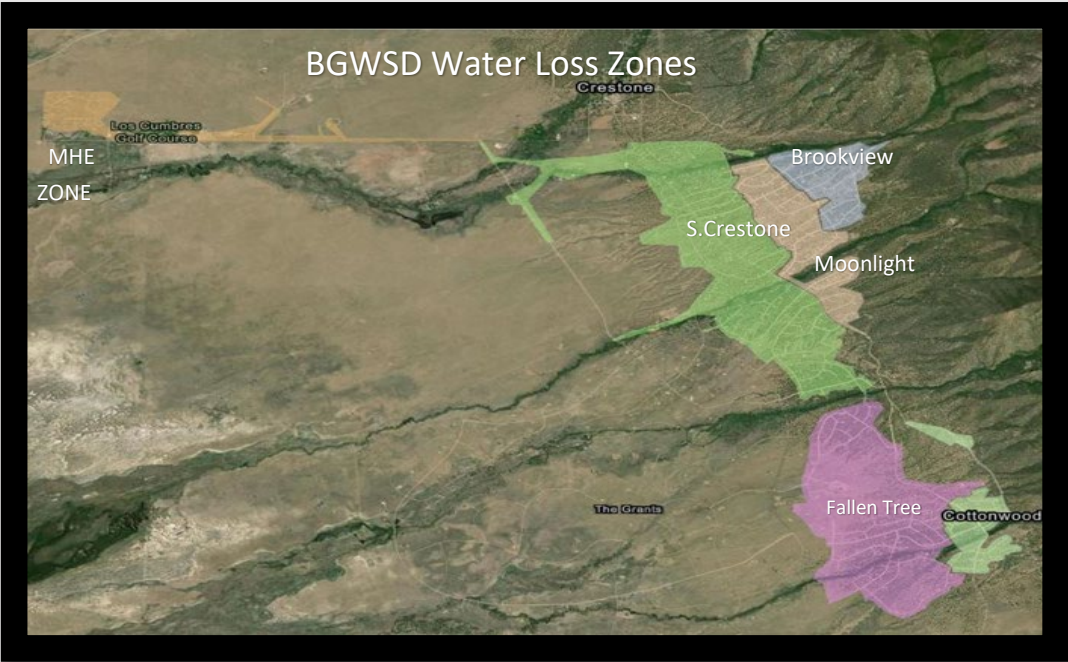
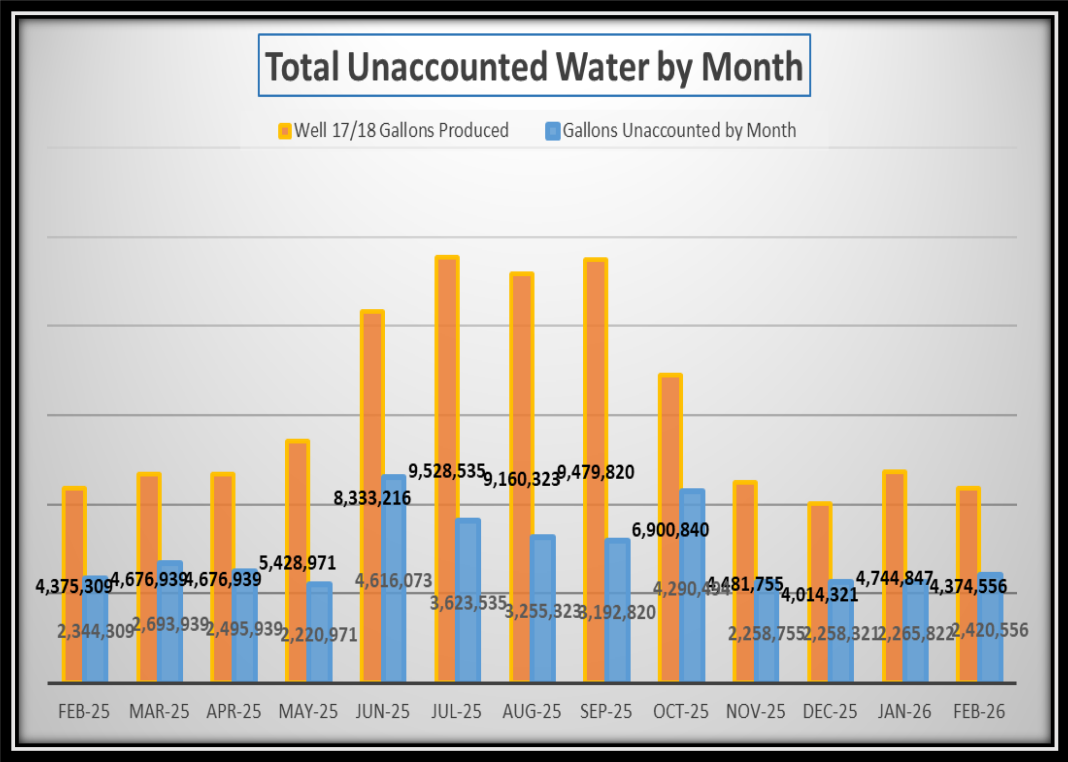
- Facility cleaning
- Vehicle Maintenance
- Headworks Maintenance
- Equipment Maintenance

➤ Unaccounted Water

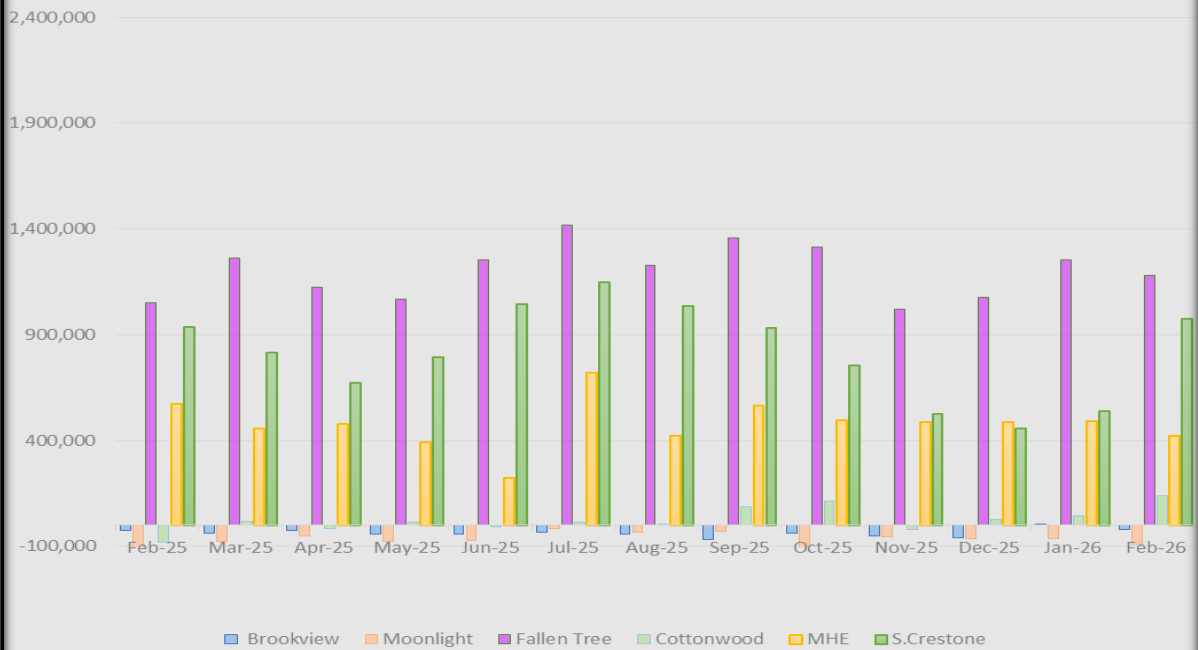
- Wells 17 and 18 produced 4,374,556 gallons of water in the month of February.
- The District sold its customers 1,811,000 gallons of water in the month of February, leaving 2,420,556 gallons unaccounted for.
- 54% of the water produced is unaccounted for in the month of February.

➤ Aspen WWTP and Town of Crestone Loading

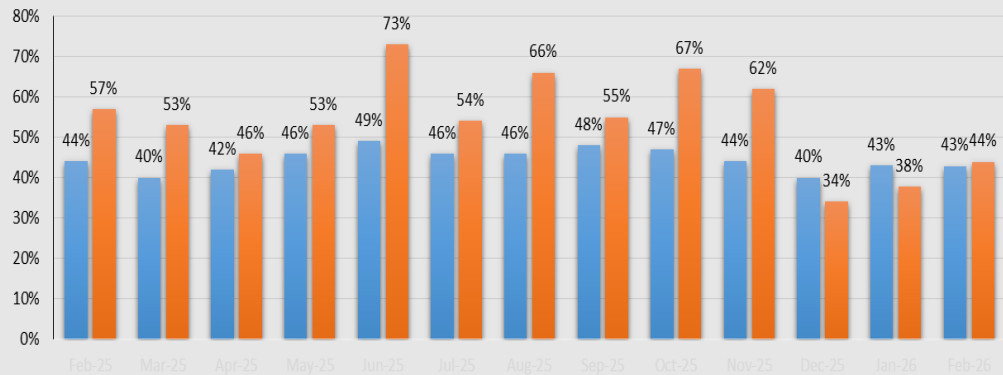
- Aspen WWTP averaged 43% of hydraulic loading capacity in the month of February, the Town of Crestone contributed an average of 19% of the treatment plants hydraulic load.
- Aspen WWTP averaged 44% of organic loading capacity in the month of February. The Town of Crestone contributed an average of 32% of the treatment plants organic load.



Unaccounted Water Loss by Zone



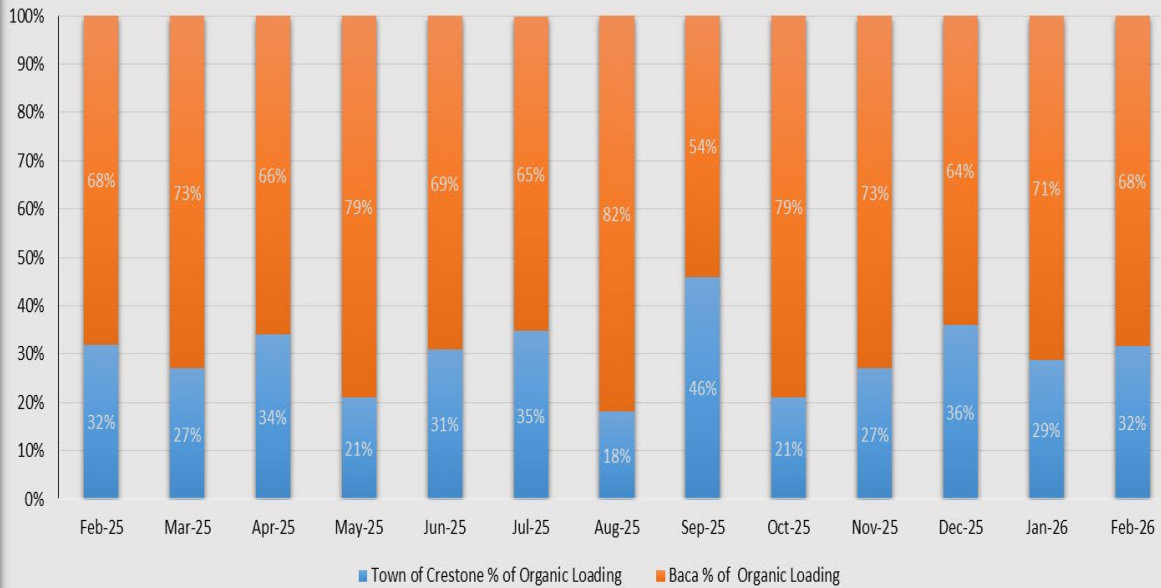
Percentage of Plant Capacities by Month at Aspen Wastewater Treatment Plant



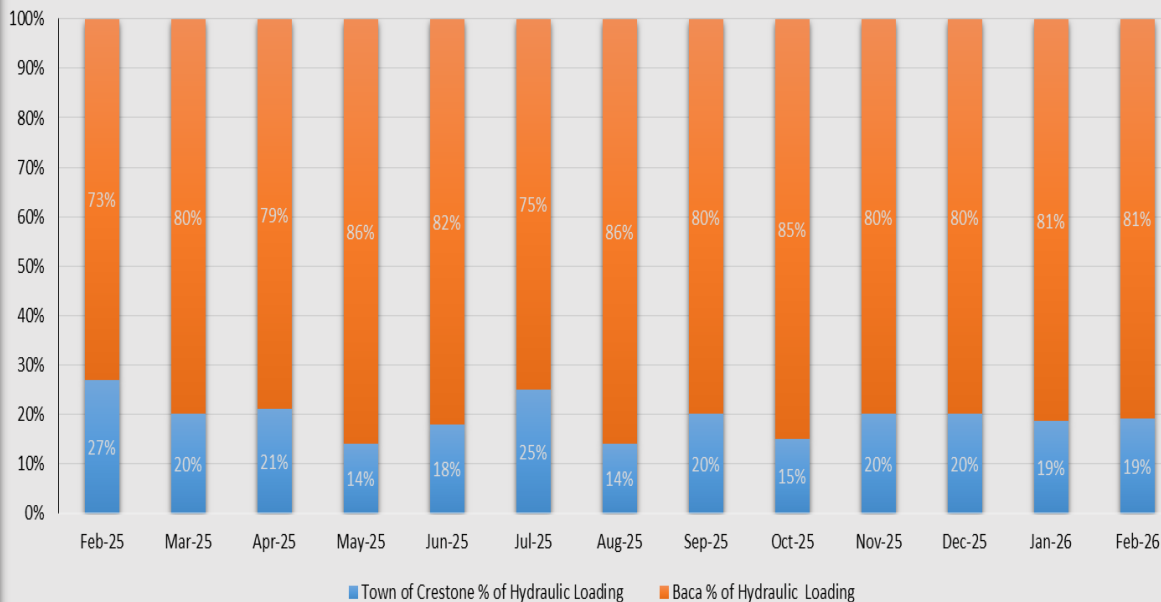
	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26
Plant % of Hydraulic Capacity	44%	40%	42%	46%	49%	46%	46%	48%	47%	44%	40%	43%	43%
Plant % of Organic Capacity	57%	53%	46%	53%	73%	54%	66%	55%	67%	62%	34%	38%	44%

Plant % of Hydraulic Capacity Plant % of Organic Capacity

Average % of Total Organic Loading of Aspen Wastewater Treatment Plant by Month of



Average % of Total Hydraulic Loading of Aspen Wastewater Treatment Plant by Month





Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Dharma Ocean Foundation
PO Box 159
Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Dharma Ocean Foundation,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofit.

Real property taxes levied on properties within the District are the primary source of revenue for the District. Using real property taxes to generate revenue for the District provides many advantages and help keep your water and sanitation services as inexpensive as possible.

As nonprofits, you are exempt from the payment of real property taxes and thus do not contribute to the real property revenue for the District. Yet, nonprofits can be heavy users of the District's water and sanitation services.

In order to ensure that all users contribute their fair share of the costs of the District, the District is using a Payment in Lieu of Taxes (PILOT) program to ask our local nonprofits to participate in paying the District's expenses.

The District is asking each of our local nonprofits to contribute to the PILOT program to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$1,064,903.00 for parcel #460500000049. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to \$49,251.76 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT program partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.

As a nonprofit, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local



community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Mangala Shri Bhuti

PO Box 128

Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Mangala Shri Bhuti,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

Real property taxes levied on properties within the District are the primary source of revenue for the District. Using real property taxes to generate revenue for the District provides many advantages that increase overall revenue and help keep your water and sanitation services as inexpensive as possible.

As nonprofits, you are exempt from the payment of real property taxes and thus do not contribute to the real property revenue for the District. Yet, nonprofits can be heavy users of the District's water and sanitation services.

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The District is asking each of our nonprofits to contribute a payment in lieu of taxes (PILOT) to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$55,003.00 for parcel #460509200019 & \$83,923.00 for parcel #460509200152. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to a total of \$6,425.33 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.

As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

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TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH
ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Miyo Samten Ling
PO Box 881
Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Miyo Samten Ling,

We are glad to have you in the Baca Grande Water & Sanitation District (the “District”). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

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The District is asking each of our nonprofits to contribute a PILOT to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$41,202 for parcel #460508200109. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to \$1,905.59.** This estimate of value was determined using a realtor’s book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.

As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

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TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH
ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Sufi Way
2434 Mapleton Ave
Boulder, Colorado 80304

RE: Serving our community by participating in a PILOT program

Dear Sufi Way,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

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The District is asking each of our nonprofits to contribute a PILOT to support the District. The PILOT amount is calculated by multiplying 0.04625mills by the estimated taxable value of your property, which is \$100,483 for parcel #460506100445. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to a total of \$4,647.34 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.

As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

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TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH
ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Vajra Vidya Namu Buddha Seminar & Retreat Center
PO Box 881
Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Miyo Vajra Vidya Namu Buddha Seminar & Retreat Center,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

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The District is asking each of our nonprofits to contribute a PILOT to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$827 for parcel #460500000046 & \$21,893 for parcel #460515300196. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to \$1050.80 for both parcels.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.

As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE
TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH
ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Dharma Sangha

PO Box 130

Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Dharma Sangha,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

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The District is asking each of our nonprofits to contribute a PILOT to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$14,277 for parcel #460500000054. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to a total of \$660.31 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.

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Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

KTTG

4030 Silver Spur Road

PO Box 39

Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear KTTG,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

Real property taxes levied on properties within the District are the primary source of revenue for the District. Using real property taxes to generate revenue for the District provides many advantages that increase overall revenue and help keep your water and sanitation services as inexpensive as possible.

As nonprofits, you are exempt from the payment of real property taxes and thus do not contribute to the real property revenue for the District. Yet, nonprofits can be heavy users of the District's water and sanitation services.

In order to ensure that our users all pay their fair share of the costs of the District, the District is using a Payment in Lieu of Taxes or PILOT program to ask our nonprofits to participate in paying the District's expenses.

The District is asking each of our nonprofits to contribute a payment in lieu of taxes (PILOT) to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$34,411. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to \$1591.51 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.



As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Pundarika Foundation

PO Box 57

Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Pundarika Foundation,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

Real property taxes levied on properties within the District are the primary source of revenue for the District. Using real property taxes to generate revenue for the District provides many advantages that increase overall revenue and help keep your water and sanitation services as inexpensive as possible.

As nonprofits, you are exempt from the payment of real property taxes and thus do not contribute to the real property revenue for the District. Yet, nonprofits can be heavy users of the District's water and sanitation services.

In order to ensure that our users all pay their fair share of the costs of the District, the District is using a Payment in Lieu of Taxes or PILOT program to ask our nonprofits to participate in paying the District's expenses.

The District is asking each of our nonprofits to contribute a PILOT to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$130,246 for parcel #460505000554. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to \$6023.88 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.



As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Shumei International Institute, Inc.
328 Palomino Way
PO Box 998
Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Shumei International Institute, Inc.,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

Real property taxes levied on properties within the District are the primary source of revenue for the District. Using real property taxes to generate revenue for the District provides many advantages that increase overall revenue and help keep your water and sanitation services as inexpensive as possible.

As nonprofits, you are exempt from the payment of real property taxes and thus do not contribute to the real property revenue for the District. Yet, nonprofits can be heavy users of the District's water and sanitation services.

In order to ensure that our users all pay their fair share of the costs of the District, the District is using a Payment in Lieu of Taxes or PILOT program to ask our nonprofits to participate in paying the District's expenses.

The District would like to first express our sincere appreciation for your organization's ongoing participation in the PILOT program. We are very grateful for your continued support and partnership. Upon review of District records, we noted that one parcel currently owned by your organization is not included in the existing PILOT agreement. Enclosed with this letter is a copy of the printed property card for your reference. The District is respectfully requesting that this additional parcel be included in the PILOT program. The proposed PILOT amount is calculated by applying 0.04625 mills to the estimated taxable value of the property, which is \$91,662.00 for parcel #460506100460. **Based on this calculation, the annual PILOT contribution for this parcel would be \$4,239.37.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE
TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH
ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

March, 2026

Sri Aurobindo Learning Center
84 N Baca Grant Way
PO Box 88
Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Sri Aurobindo Learning Center,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

Real property taxes levied on properties within the District are the primary source of revenue for the District. Using real property taxes to generate revenue for the District provides many advantages that increase overall revenue and help keep your water and sanitation services as inexpensive as possible.

As nonprofits, you are exempt from the payment of real property taxes and thus do not contribute to the real property revenue for the District. Yet, nonprofits can be heavy users of the District's water and sanitation services.

In order to ensure that our users all pay their fair share of the costs of the District, the District is using a Payment in Lieu of Taxes or PILOT program to ask our nonprofits to participate in paying the District's expenses.

The District is asking each of our nonprofits to contribute a PILOT to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$83,284.00 for parcel #460506100511. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to \$3,851.89 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.

As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE
TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH
ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____



Baca Grande Water & Sanitation District
P.O. Box 520
Crestone, Colorado 81131

February, 2026

Yeshe Khorlo

PO Box 159

Crestone, Colorado 81131

RE: Serving our community by participating in a PILOT program

Dear Yeshe Khorlo,

We are glad to have you in the Baca Grande Water & Sanitation District (the "District"). The District provides water and sanitation services throughout its service areas to many private users as well as your nonprofits.

Real property taxes levied on properties within the District are the primary source of revenue for the District. Using real property taxes to generate revenue for the District provides many advantages that increase overall revenue and help keep your water and sanitation services as inexpensive as possible.

As nonprofits, you are exempt from the payment of real property taxes and thus do not contribute to the real property revenue for the District. Yet, nonprofits can be heavy users of the District's water and sanitation services.

In order to ensure that our users all pay their fair share of the costs of the District, the District is using a Payment in Lieu of Taxes or PILOT program to ask our nonprofits to participate in paying the District's expenses.

The District is asking each of our nonprofits to contribute a PILOT to support the District. The PILOT amount is calculated by multiplying 0.04625 mills by the estimated taxable value of your property, which is \$73,424 for parcel #460509200133. **Based on the calculations, the PILOT payment for your nonprofit organization would amount to \$3,395.86 annually.** This estimate of value was determined using a realtor's book value as opposed to a costly appraisal. This PILOT will help offset the actual usage costs for our nonprofits.

In recognition and respect for our PILOT Partners, the District will provide both a plaque in its office and community newsletter recognizing the nonprofits that step forward to make this PILOT payment.



As nonprofits, we understand that trust, integrity and support of our local community are essential to you. Accordingly, please join with us in this opportunity to demonstrate to our local community that your nonprofit organization honors these key values by participating in the PILOT program. If you would like to join with us as one of our participating partners and be added to the plaque, please sign below where indicated and return your signature page to our office.

Sincerely,

_____, President
Baca Grande Water & Sanitation District

WE SUPPORT THE BACA GRANDE WATER & SANITATION DISTRICT AND AGREE TO PARTICIPATE IN THE PAYMENT IN LIEU OF TAXES PROGRAM AS SET FORTH ABOVE:

Name of Nonprofit: _____

Signature: _____

Title: _____

Date: _____

AMENDMENT NO. 1 (SECOND EXTENSION)

This Amendment No. 1 (Second Extension) extends Amendment No. 1 by one additional year, until May 31, 2026, or until such time as a new long-term amendment or reformation of the Agreement is effective, whichever occurs first. The parties intend for Amendment No. 1 and its extensions to be temporary and limited in scope. When the term of this Amendment No. 1 (Second Extension) expires, the Agreement shall continue in full force and effect without alteration or modification unless and until the parties enter into a subsequent amendment.

IN WITNESS WHEREOF, the parties hereto have caused the Amendment No. 1 (Second Extension) to be executed by their duly authorized officers or representatives set forth below.

Dated on May 21, 2025.

DISTRICT

By: Ziv Jawor

Print: Vivia Lawson

Title: Board President

UNITED STATES OF AMERICA

By: Walter M. Oldham

Print: Mike Oldham

Title: Fish & Wildlife Administrator

Resolution No. 2026-03-18-01

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE BACA GRANDE WATER AND
SANITATION DISTRICT**

**MODIFYING THE INITIAL DEPOSIT FOR THE INCLUSION FEE AND THE
EXCLUSION FEE**

WHEREAS, the Baca Grande Water and Sanitation District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties, and charges for services or facilities furnished by the District; and

WHEREAS, pursuant to § 32-1-1001(1)(k), C.R.S., the District may furnish services and facilities without the boundaries of the District and establish fees, rates, tolls, penalties, or charges for such services or facilities; and

WHEREAS, pursuant to § 32-1-401, C.R.S., the boundaries of the District may be altered by the inclusion of additional real property; and

WHEREAS, pursuant to § 32-1-501, C.R.S., the boundaries of the District may be altered by the exclusion of real property, and any petition for such exclusion must be accompanied by a deposit of money sufficient to pay all costs of the exclusion proceedings; and

WHEREAS, the Board adopted the Rules and Regulations for the District (“Rules and Regulations”) in 2012 and has subsequently amended Rules and Regulations from time to time; and

WHEREAS, the Rules and Regulations describe fees for inclusion procedures and exclusion procedures in Sections 2.10.4.1.1, 2.10.4.1.2, 2.10.4.2.1, 2.10.4.2.2, as well as in the Schedule of Fees and Charges; and

WHEREAS, the District desires to modify the Initial Deposit fees for inclusion proceedings and exclusion proceedings and to make such Initial Deposit fees refundable; and

WHEREAS, the Board desires to amend the Rules and Regulations by this Resolution to reflect these fee changes.

NOW, THEREFORE, be it resolved by the Board as follows:

1. AMENDED AND RESTATED INCLUSION FEE. Section 2.10.4.1.2 regarding inclusion fees is hereby amended and restated as follows:

2.10.4.1.2 Inclusion Fee. Concurrent with the submission of a fully executed petition for inclusion, the Petitioner shall remit to the Manager the Initial Deposit in the amount set forth in the Schedule of Fees and Charges, attached hereto as Appendix A, to pay for all costs associated with the processing of the inclusion. Any portion of the Initial Deposit that is unused shall be refunded to Petitioner at the end of the inclusion proceedings. All costs, specifically including, but not limited to, legal, management and engineering costs and fees shall be applied to the Initial Deposit. When the amount of the Initial Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount set forth in the Schedule of Fees and Charges be remitted to the District. All work on the inclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the District's consultants, including legal, management and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits. Upon completion of the inclusion process, which process specifically includes the adjudication of water rights, any unused portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

2. AMENDED AND RESTATED EXCLUSION FEE. Section 2.10.4.2.2 regarding exclusion fees is hereby amended and restated as follows:

2.10.4.2.2 Exclusion Fee. Concurrent with the submission of a fully executed petition for exclusion, and pursuant to and in accordance with the provisions of §32-1-501(1), C.R.S., the Petitioner shall remit to the Manager the Initial Deposit in the amount set forth in the Schedule of Fees and Charges, attached hereto as Appendix A, to pay for all costs associated with the processing of the exclusion. Any portion of the Initial Deposit that is unused shall be refunded to Petitioner at the end of the exclusion proceedings. All costs, specifically including, but not limited to, legal, management and engineering costs and fees shall be applied to the Initial Deposit. When the amount of the Initial Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount set forth in the Schedule of Fees and Charges be remitted to the District. All work on the exclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the

District’s consultants, including legal, management and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits. Upon completion of the exclusion process, any unused portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

3. AMENDED SCHEDULE OF FEES. The Schedule of Fees and Charges attached to the Rules and Regulations as Exhibit A shall be amended to modify the INCLUSION FEES and EXCLUSION FEES, under the category of **MISCELLANEOUS FEES**, to the following:

INCLUSION FEES

Application Fee	\$	500.00
Pre-Inclusion Fee	\$	1,000.00
Initial Deposit:	\$	5,000.00
Incremental Refundable Deposit of:	\$	2,000.00

EXCLUSION FEES

Application Fee	\$	500.00
Pre-Exclusion Fee	\$	1,000.00
Initial Deposit:	\$	5,000.00
Incremental Refundable Deposit of:	\$	2,000.00

4. EFFECTIVE DATE; PRIOR PROVISIONS EFFECTIVE. This Resolution shall become effective as of the date of adoption set forth below. Except as specifically amended hereby, all the terms and provisions of the Rules and Regulations, as amended, shall remain in full force and effect.

ADOPTED this ____ day of March, 2026.

BACA GRANDE WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

LAW OF THE ROCKIES

General Counsel to the District