



4/12/21

Scot Hunn, Planner

Town of Minturn

970-827-5645

scot@hunnplanning.com

RE: Belden Application – Referral Comments Response

Dear Mr. Hunn,

The following document contains all referral responses and clarifying responses, answer to referral agent questions, and or commentary that serves to further enhance our application. Please note, these responses/referral agency comments are in no particular order.

With kindest regards,

A handwritten signature in blue ink that reads "Jena Skinner". The signature is fluid and cursive, with the first name "Jena" being more prominent than the last name "Skinner".

Jena Skinner, AICP

TOWN OF MINTURN – 02/24/21

Scot Hunn, Town Planner

The Belden Place Planned Unit Development Preliminary Plan application was sent out on a 21-day referral starting on February 1, 2021 and ending on February 22, 2021. You should have received a Dropbox link containing all referral agency comments received by the Town to date; the following letter summarizes the Town of Minturn Planning Department's, as well as the Town Attorney's comments.

1. PUD Plan and Preliminary Plat – General Comments:

- The land plan and draft preliminary (final) plat are based, in-part, on subdividing duplex, tri-plex and townhome lots prior to construction. As a result, some of the PUD Guide regulatory items addressing setbacks and lot coverage may be overly complicated or confusing. Also, this approach does not follow the processes established in the subdivision regulations of the Minturn Municipal Code. Typically, lots or tracts of land are created (first subdivision filing) followed by construction of duplex, tri-plex and/or townhome units, which are then re-subdivided as foundations and party walls are constructed. Staff respectfully suggests that you consider revising the preliminary plat document to create duplex, tri-plex and townhome lots and tracts that 1) are larger; 2) are sized to accommodate a multi-unit structure; and 3) which allow can be further subdivided following construction. This may also serve to ensure that lot (building) coverage and impervious coverage limitations are calculated based on a larger "parent" parcel in accordance with the Minturn Municipal Code, thus reducing the total number of lots in the "Setbacks" Table or the "Building Coverages" Table as well as the total number of different cover limits.
- Staff supports the land plan, particularly the variation in lot sizes, unit sizes and types permissible using the PUD process. Staff also notes that, overall, the proposed number and layout of lots has not changed significantly from Concept Plan for PUD review in spring 2020. However, one observation is that, similar to the complexity noted (above) with regard to the number of different lot and impervious coverage limits depending on lot size, the various setbacks – tailored to each lot – presented on the plat and in the "Setbacks" Table may make enforcement more complicated than necessary. Staff respectfully requests that you consider establishing building envelopes on the plat – essentially where the setbacks are shown currently on the draft plat (and which correspond to the placement of homes as depicted on the Site Plan C.110) – and eliminate the need for setback standards in the PUD Guide document.

APPLICANT RESPONSE:

Thank you. Our initial motivation was to be consistent with Code; however, we agree that building envelopes would be simpler. We have switched over to building envelopes and these changes are now reflected applicable documents, including the PUD Guide.

2. PUD Guide – General Comments:

- Overall, the PUD Guide is well written and provides the type of information needed to properly administer and enforce the PUD. That said, please consider adding the following sections to the Guide:
 - Applicability
 - Conflicts (between the PUD Guide and Minturn Municipal Code/other regulations).
 - Parking Requirements

- Major and Minor Amendments
- If a new section is added for Major and Minor PUD Amendments, suggest that this section also include language – introducing the section - from the Minturn Municipal Code describing what constitutes a “major” amendment and what the process will be:
 - *“Changes in use resulting in more intensity of development, major rearrangement of lots into areas not previously containing development, overall increases in development intensity or density, and decreases in the area or provisions for open space will require approval by the Town Council following the procedures of this Article for the submittal of a PUD preliminary plan; however, certain submittal requirements shall be waived if determined by the Planning Director and deemed unnecessary given the information already on file with the Planning Department. At a minimum, a revised development plan shall be submitted showing the proposed changes to the plan. An amendment to a PUD may be filed by any owner within the PUD, subject to any homeowner association rules and regulations.”*
- Suggest that definitions (Section III) of the PUD Guide document not include regulatory language (i.e., define the term or word, but place associated regulatory language elsewhere in the document).

APPLICANT RESPONSE:

Please see the attached PUD Guide, which embraces and incorporates your suggestions.

3. PUD Guide – Specific Revisions/Comments (by page):

- Page 1 – “Accessory Dwelling Unit”: Suggest removing “and is only permitted in single-family homes if parking is available for this additional use; or, if the occupant declares to the Association that they neither own or will own a vehicle (e.g. dependent family member not able to operate a vehicle).”
- Page 1-2 – “Building Height (Definitions): Suggest revising the building height definition to remove weighted average calculation methods. Because the Developer appears to already know what the maximum building height of any structure on the property will be at this juncture (the Developer is controlling the design, sourcing and on-site installation/ construction of the structures), you may, instead, consider increasing the maximum proposed building heights (shown in the Building Height Table on page 7) as needed (as a variation to Town standards) and prescribe the same or similar building height calculation method that is used by the Town (a non-weighted average calculation) whereby structure height is measured to the mid-point of sloping roof elements.
- Page 3 – “Duplex” (Definitions): Suggest the definition, second full paragraph, be revised to read “For purposes of dwelling unit definition each duplex residence counts as a dwelling unit, with a maximum of two dwelling units per duplex structure.” (This may address prohibition of ADUs in duplex structures.)
- Page 4 – “Habitable Space” (Definitions): Suggest removing this definition because the Town does not regulate or restrict habitable space, generally, and the PUD does not seek to regulate maximum or minimum floor area or habitable space.
- Page 5 – Building Placement and Setbacks: Suggest revising this section to accomplish the following:
 - “minor” and “major” encroachments and what happens if a proposed encroachment doesn’t meet the definition of “minor” (will major amendments to building envelopes be permitted?)

- Suggest the following revision: instead of “...patios and landings less than 30” at ground level,” consider revising to read: “...patios and landings less than 30” above the surrounding natural or finished grade,” and consider providing a graphic showing how this would be measured.
- Will other utility installations or equipment (alternative energy improvements, utility boxes or similar) be permitted to encroach outside building envelopes/setback areas?
- Page 7 – Setback Notes Table: Note 1 states that if a sidewalk is present on a lot, the setback is measured to “back of curb of Silver Loop ROW” but in other sections (Building Placement and Setbacks, page 5) the document states that setbacks are measured to the property line (which for practical purpose is the same as ROW lines) or that front setbacks are measured from the “internal edge of sidewalk” to account for required parking space dimensions. This (ensuring that minimum space is provided for parking of vehicles) is supported by staff; however, it will be helpful to clarify and be consistent with regard to how setbacks will be measured. This is perhaps another reason to consider creation of building envelopes – taking into account minimum separation distances between structures as well adequate parking stall dimensions at the front of structures – rather than typical setbacks. Last, consider adding requirements and illustrations to ensure that patios and other improvements permitted to encroach into setbacks/outside of building envelopes allow for the proper installation of utilities as well as proper drainage.
- Page 7 – Setback Notes Table: Notes 2 & 3 may be removed if you choose to create building envelopes Page 7 – Setback Notes Table: Note 4 regarding Christiansan Residence. Staff suggests that because this home does comply with underlying zoning (South Town Residential) but is now being proposed as part of the PUD, you may consider creating a building envelope to reflect the setbacks used when the home was constructed and which will be used to regulate any future development or additions/improvements on that lot; and, therefore, that you remove reference to “AS BUILT.”
- Page 7 - Building Height: Suggest revising or eliminating statement about “Zero degree flat roofs” or provide illustrations showing how flat roof elements can be successfully used. This information may be better positioned under the “Architectural Design Controls” starting on page 8. Also, please consider adding a description of what the minimum acceptable roof pitch will be (2:12, 4:12?) in the PUD.

APPLICANT RESPONSE:

Please see the attached PUD Guide. All suggestions have been implemented, with the exception of building height. We feel that given the nature of the designed roofs, it is impractical to have a single point of height measurement at this juncture; however, we are still exploring a more simplified method of measuring height, per your suggestion, so this may change as we get closer to final designs. At a minimum, we will provide a height calculation with each building permit should we be approved with the calculation proposed.

In my experience in dealing with PUDs, it is not uncommon to have unique methods of calculating height, as this design nuance is a direct reflection of a flexible design element for this particular location and development. In a town that totes being eclectic as a goal and as part of its cultural identity, allowing our project to be ever so slightly different is in alignment with this mentality- especially since we are not really breaking the mold or the heights of the surrounding community should be as embraced as a variety of building materials, or articulated roof design in general.

- Page 7 – Building Coverages Table: Note 1 specifies that sidewalks constructed on private lots will not count toward impervious coverage for individual lots. Where in the PUD Guide or other documents will impervious surface for the development be quantified? Also suggest that you consider revising the Preliminary Plat document to ensure that property lines are established inboard or to the interior of right-of-way lines created for roads, sidewalks (to avoid a situation where some property owners own property to the street - including sidewalks – and others do not). Additionally, suggest removing Note 2 – if Lot 17 is being included within the PUD, staff suggests that this lot should be similarly regulated; that deferring to the Minturn Municipal Code may complicate administration and enforcement.
- Page 8 – Permitted Uses: General comment to consider breaking this section up by lot types, rather than by structure types. In other words, consider organizing this as “Single Family Lots,” and “Duplex/Tri-plex/Multi-family Lots” rather than structures; then, provide a listing of which lots are designated for each type of residential use.
- Page 8 – Permitted Uses: General comment to consider inclusion/listing of “alternative energy” or even specifically “solar energy installation” to the list of allowed uses; this may require discussion of standards or size limitations (i.e., “small scale” verses “large scale” installations; or, “architecturally integrated” installations) elsewhere in the PUD Guide or Design Guidelines.
- Page 8 – Permitted Uses Single-Family Table: Request that reference to ADU on Lot 17 not being considered as a dwelling unit be removed. Also, the definition of ADU within the PUD Guide defines ADUs as dwelling units whether integrated within a structure or not. (Note: ADUs will count toward density per the Minturn Municipal Code particularly for the calculation of water taps, water system improvement fees and fees-in-lieu of water rights (if applicable). Also, could ADUs be accommodated on other single-family lots if parking requirements are met? Last, please be advised that the Town will not enforce private covenants requiring Association approval for day care home uses; suggest removing this statement from the PUD Guide.
- Page 8 – Permitted Uses Tracts A, B, C Table: Request that the note is revised to only list what the permissible uses are; remove suggested parking restrictions or references to the development plan; or, add a graphic depicting the parking arrangement (to be updated upon final approval of development plans). Please note: parking use within open space areas pursuant to Sec. 16-15-140.(b)(3)(a) –Areas that do not count as open space, of the Minturn Municipal Code, will negatively affect open space calculations.
- Page 8 – Architectural Design Controls: Suggest revising “See also PUD Design Standards” to “See also Belden Place Design + Use Guidelines.”
- Page 8 – Architectural Design Controls: Under (1), a. (2) Staff supports your approach to ensure architectural interest throughout the neighborhood. Staff respectfully asks that you consider revising this statement “Each residence shall have at least two (2) elevations...” to read “Each unit model shall have...” or “Each residential structure type shall have...” to reflect what staff believes you are proposing – predetermined model types that need to be differentiated through elevation architecture? (This same revision should be made for “Duplex/Tri-plex or Multifamily Structures” on page 9).
- Page 9 – Architectural Design Controls: Under (1) b., (2) and (2) b. (2) please ensure that this sentence is consistent in both sections – “Zero degree flat roofs are prohibited. Roofs shall be sized and pitched accordingly in consideration of solar technology and/or drainage.” (Note: “...and/or drainage” appears in (2)b(2), but not in (1)b(2)).

- Page 9 – Materials: please consider adding language for roofing and/or siding materials (or specific to metal roofing materials) that restricts the use of reflective finishes; or, which encourages non-reflective or flat finishes.
- Page 10 – Landscaping: Suggest revising minimum planting requirement to meet or exceed the minimums prescribed in the Minturn Municipal Code (e.g., 1 tree per 1,000 sq. ft. of lot area; this would in most instances in the PUD mean that lots would receive two to three trees). Staff also appreciates the requirement for minimum of two shrubs per lot (something not required by the MMC).

APPLICANT RESPONSE:

Please see the attached PUD Guide, which embraces and incorporates most of your suggestions.

One note on the landscaping: because the site is tight and we are very conscious about our costs, HOA costs, and individual homeowner overhead costs, and of course, the consciousness of Firewise best practices, we are offering 1 tree per 1,200 sf of lot plus 2-shrubs as a compromise to current 1-tree per 1,000 sq. ft of property. The reason: lilac bushes (example) grow very well and quite tall on this site, and will be more effective for privacy reasons. Please note that the landscaping plan has been updated to incorporate more suitable vegetation, as well as details on quantities.

Summary: 1 tree per 1,200 sq. ft = 84 trees. 1 tree per 1,000 sq ft. = 101 trees. In addition to the 86 trees we have planned, we will have 60 shrubs. If you consider 60 shrubs as 4-shrubs per tree, we break even on vegetation (per underlying code) and on smaller lots, they'll be responsibly landscaped. Additionally, we'll also be adding playground elements to the central open space. Our first landscaping bid is over \$400,000 for this project. That means with landscaping and just the underlying open space lands, our project will be contributing over 1-million in assets for this project.



Properties before:

- Page 10 – Signs: Suggest revisions to include:
 - Illustration of proposed temporary signs and showing dimensions/measurement methods.
 - Temporary Subdivision Sign – suggest this be limited to one (1) “Site Development Sign” per the Minturn Municipal Code sign regulations. Such signs will also require approval by the Town via sign permit application. Maximum height shall not exceed ten (10’) feet above grade per MMC.
 - Please provide information if possible regarding the proposed location of Permanent Subdivision Sign(s). (Note: the MMC permits one such sign per residential subdivisions but do provide a process to gain approval for multiple signs if there are multiple access drives).
 - Any lighting associated with temporary or permanent subdivision signage will be required to be indirect; no spot lighting will be permitted unless the fixture is full cutoff, and no uplighting will be permitted.
 - Post-construction signage will be subject to Town of Minturn regulations; please note this in this section.

- Pages 10-11 – Lighting: Please review Section 16-17-180 of the Minturn Municipal Code to ensure the language in the code is consistent with the PUD standards particularly with regard to uplighting of flags and/or model homes. Suggest that the MMC permits lighting of the United States flag but with limitations. As a reminder, the Town will not enforce private covenants (in instances where PUD states that lighting can be approved by the Association).
- Page 11 – Storage: Staff supports the intent of this section and applauds the applicant for providing controls on storage and trash containers in the PUD Guide. Suggest the following revisions or considerations:
 - Will trash containers for residential use be required to be stored in a garage or similar enclosure when not put out for collection?
 - Suggest clarifying language related to the removal of temporary construction uses 90 days following completion of construction of the final building; may want to tie this to within 90 days of receipt of a Temporary Certificate of Occupancy, or prior to Certificate of Occupancy, whichever occurs first.
 - In paragraph 2 suggest removing “Miners Base Camp” and replacing with “Belden Place Planned Unit Development.”
- Page 11 – Other Provisions: Suggest removing statement that “at no time shall there be relief from its governance.” PUD zoning could change or be eliminated in the future; suggest either removing this statement or supplementing by stating that it can only be relieved through rezoning action by the Town or something to that effect.
- Page 12 – Other Provisions: Please revise the statement (first sentence of the third paragraph from the top of page) and/or paragraph regarding enforcement; the Town will be the entity enforcing the PUD while the Association will enforce any private covenants.
- Page 14 – Other: Staff may have further comments after conferring with Eagle County (Housing and Development Authority) on this provision to exempt Miner’s Base Camp LLC from housing program requirements. Initially, this does not appear to support the goals of the Town unless the developer is required to provide required deed restricted housing to meet the overall requirement prior to the developer purchasing and exempting units.
- Page 14 – Other: staff is not in support of the buyout provisions primarily as the Town does not currently have a “housing fund” and will have no practical use for buyout fees if paid.

APPLICANT RESPONSE:

We have incorporated your suggestions, and the PUD guide has been updated accordingly with the exception of the housing fund contributions. Since Article 26 allows for cash-in-lieu payments, this would logically go into that fund. In order to create truly affordable housing in Minturn, it is almost impossible to rely solely on the public to create anything less than 140 AMI. We would like to discuss this suggested mechanism with you further if you still have concerns, as it may be a means to assist the Town in buying down units, buying restrictions, or offsetting land costs in the future in order to help in the price-gap that exists throughout our valley currently.

4. Design Guidelines:

- General Comment: The guidelines are well thought out and drafted in a manner that future residents or builders wanting to build in Minturn North will understand the design intentions and process for gaining approval. That said, the Town has historically not

encouraged separate, HOA controlled architectural/design review boards or processes independent of the Town of Minturn Design Review Board.

- General Comment: Will the Design Guidelines provide a process for major and minor deviations to setbacks or building envelopes?
- General Comment: Creation of a separate architectural control committee within PUDs in the Town has historically been met with concern over loss of control (by the Planning Commission/Town of Minturn DRB) over design of projects. This (formation of a separate ACC) may be of concern to the Planning Commission and/or Town Council during the review of the application. Also, please note that the Town will not enforce private covenants or architectural requirements.

APPLICANT RESPONSE:

Please see updated documents.

5. Declaration of Covenants:

- Section 10.14 – Restriction on Signs and Advertising Devices: Suggest this section be revised to include reference to Town approval of signage where applicable; also, this section references election sign restrictions or guidelines but the Design Guidelines do not address election signage. Suggest this section be revised to defer to the provisions of the Minturn Municipal Code.
- Section 10.15 – Outbuildings: Suggest that outbuildings be addressed in the PUD Guide and/or Design Guidelines to ensure that any outbuildings (particularly those not requiring a building permit) count toward overall lot coverage for individual lots.
- Section 10.16 – Trash Removal Restriction: suggest that all garbage cans, trash cans or receptacles shall be maintained and stored in an enclosed area such as a garage, trash enclosure or fenced/screened area.

APPLICANT RESPONSE:

Please see updated documents.

6. Housing Plan:

- Although the Town has not yet received referral comments from the Eagle County Housing and Development Authority, staff believes the County may have comments aimed at ensuring that the proposed deed restrictions and overall housing plan comply with the Town's housing guidelines and administrative provisions.
- Housing Plan should include restrictions (or a reference to Article 26 restrictions) on short-term rental for any deed restricted or designated local's housing.
- This section (Attainable Housing Program) states that the selection of deed restricted units will be at the discretion of the developer. Staff respectfully suggests that the type and location of deed restricted units reflect the Applicant's stated goals of developing the PUD to provide variety and opportunity – at different price points – for home ownership in the Belden Place neighborhood. Likewise, details regarding the timing of the provision of required deed restricted units should also be considered prior to public hearings before the Planning Commission.
- As a further community benefit and to offset proposed density (and variations in lot coverage, open space provisions) consider a commitment to deed restrict a percentage of units of varying types and sizes/price points as "Locals Only" or resident occupied.
- Please provide explanation or rationale behind the proposed allowance for Miners Base Camp LLC to purchase units and be exempt from the housing program.

- Regarding Selling of Properties (Tier Sales) on page 14, does this section need to specify that these provisions apply to the initial sales and all subsequent sales?
- Item 'd' on page 14 references a sunset provision; the Town is not aware of any intent via the Town's housing guidelines or administrative procedures to sunset any housing related regulations or requirements. Please remove reference to sunset provisions.

APPLICANT RESPONSE:

The Housing section has been updated and now reads much clearer than originally written. We understand that Staff may have additional commentary in lieu of the Eagle County Housing Department as no referral comments were provided to the Belden Place team. We are very excited to offer a plan that exceeds the expectations of the housing plan. We also implore Staff to use the efforts put forth by Belden to support variations to our proposed density- needed to accomplish pricing goals, site design flexibility including but not limited to minimum lot size, building height, lot coverage, impervious coverage, setbacks and landscaping; and also, a waiver to the construction use tax and support of a reduced school land fees contribution. All of these graces help keep purchase prices down (Sec.16-26-110). Without relief, a private developer simply cannot afford to build less than "luxury" in Minturn without assistance from a jurisdiction. The land costs, driven high by an unregulated real estate market, are ridiculous and out of control in Minturn and most places upvalley.

7. Landscape Plan:

- As noted earlier, the landscape standards (minimums) specific to tree plantings listed in the PUD Guide and as reflected on the proposed landscape plan (Sheet C.120) appear to be below the minimum requirements for residential developments pursuant to the Minturn Municipal Code. Suggest revising the landscape plan to ensure that minimums are met or request a variation to standards.

APPLICANT RESPONSE:

As mentioned previously, we have updated the landscaping plan to reflect the suggestions from staff and also from a local grower so we can ensure we will have a beautiful, more affordable and responsible, subdivision.

Once more, we feel that our landscaping program results in the same, if not more vegetative effect for this neighborhood using the addition of shrubs and trees as a requirement.

8. Open Space Plan:

- The Open Space Plan (Sheet C.132) shows several open space areas totaling 20,633 sq. ft. of open space. Of note, the area running along the south side of Silver Loop and to the north of the multi-family structures, as well as the area located between Silver Loop and the tot-lot include areas for parking. According to the Minturn Municipal Code, such areas for parking do not count as open space.
- The Open Space Plan does not appear to meet the minimum required for a PUD. Section 16-15-160. - PUD/preliminary development plan; Planning Commission review, subsection (1) (n) states the following:
"A minimum of twenty-five percent (25%) of the gross land area shall be reserved for common recreation and usable open space. Parking areas, street rights-of-way and minimum yard setbacks shall not be counted when determining usable open space. Water

bodies, lands within critical wildlife habitat, riparian ecosystems and one-hundred-year floodplains that are preserved as open space shall count towards this minimum standard, even when they are not usable by or accessible to the residents of the PUD.”

Staff suggests that subsection (h) of the same section of the MMC also states that additional density (over that permitted by underlying zoning) may be offset by increased land dedication for open space, recreation or other public amenities.

At 20,633 sq. ft. of open space (which may, actually, be less considering reductions for areas shown as parking), the PUD offers approximately 17.5% of the required open space dedication. Understanding that you have proposed this project as a locals “attainable” housing project; and, acknowledging the inherent tension between dedication of open space and density when attempting to deliver a project that may be affordable or attainable, staff still suggests that it is likely not sufficient to rely on nearby public lands (USFS or Conservation Easements) to satisfy the open space requirement. This was an issue during the Conceptual Review before the Planning Commission and staff respectfully suggests that it may well remain an issue with respect to the Planning Commission and/or Town Council making positive findings of Preliminary Plan for PUD standards.

One alternative would be to reduce the total number of lots. The most impactful revision in this regard would be to eliminate Lots 26 and 27 to increase the size of the tot-lot and to provide more improvements within this recreation area.

Unless revised to show a minimum of 25% usable open space, this (open space dedication) should be listed as a variation to Town standards in a separate document listing all proposed variations of the PUD.

APPLICANT RESPONSE:

As mentioned in the application, there is an inherent conflict between affordability and financially deficit assets like open space. In order to offer more open space that costs private monies to maintain, would result in the loss of housing units. If we lose housing units, the cost must be absorbed into the sale price of the remaining units, which further separates the attainable pricing we are desperately trying to achieve. If we lose units and increase open space, it also pushes the overhead on the residents and further increases the cost to the owners of now more expensive units. But what truly doesn't make equitable and logical sense is that Minturn has one (1) 100% useable open space that can be used by anyone in town: Little Beach Park and Amphitheater. I did some rough measurements and calculations, and was surprised at my findings.

Using Google Earth, I roughly measured the valley floor of Minturn. I did not eliminate roads, so this number includes the highway and town streets). The result was about 4,969,535 sq ft. If you multiply that by the required x 25%, 795,126 sq ft of developed open space would be required for the Town. Little Beach Park and Amphitheater, the only space that can be used by anyone, is 19,564 sq ft- pretty much the same size as what we are offering for a population of 123 (assumed is an average of three (3) persons per household). 19,564 divided by 4,969,535 = 0.003936 or 0.393% open space for a population of 1,001 people (US Census, 2019). We have 18% open space directly affecting 41 units or 123 people of Belden Place. Further, the rule of thumb is to provide each lot with a minimum of 200 sq. ft of exterior space, per household, for each unit- which has also been achieved.

includes stormwater design requirements and standards (Appendix C – Engineering Standards of the MMC) and these should be consulted and referenced in any management plans and reports as well.

APPLICANT RESPONSE:

Please see engineering documents, as provided by Timberline Engineering.

10. Will Serve Letters:

- Please confirm that the letter by Mick Woodworth, FM, Eagle River Fire Protection District dated May 18, 2020 is still valid. Specifically, Mr. Woodworth's letter and declaration that the District can and will serve Belden Place PUD is predicated on the plans reviewed at that time; that if the plans change the letter is void. Please verify that Mr. Woodworth has reviewed the plans submitted to the Town for Preliminary Plan.

APPLICANT RESPONSE:

This has been confirmed, and the letter has been updated for this application. We have been working with the fire department throughout this endeavor.

Town Engineer:

Comments from Town Engineer, Jeff Spanel, Intermountain Engineering, are attached and have been provided to the Applicant on February 23, 2021.

Town Public Works:

1. Would like to try to loop the water line.
2. Central open space should be a snow dump in the winter.
3. Individual lots snow storage isn't quite feasible.
4. Detention ponds in corners of development are great.
5. Curb stops for water service should be in a relatively same spot relative to the lot for easy finding.
6. Isolation valves should be considered at two places on the loop so that not every homeowner is affected should there be a leak and water needs to be shut off.

APPLICANT RESPONSE:

Please see revised engineering materials. We have been in constant conversations with Intermountain to ensure we meet or exceed their expectations.

Town Attorney:

1. Final Plat:
 - Certificate of Dedication and Ownership
 - Roads and Open Space should be dedicated to the HOA, and dedicated for the purpose of Public Access and Use. Any other common elements should be dedicated to the HOA.
 - All new easements (see specific feedback below) should be contained in the CDO and dedicated to specific entities (i.e. the Town, the HOA, ERWSD, etc.), not only described in Easement Notes.
 - Additional Necessary Certificates
 - Lienholder Certificate: ANB Bank
 - DOT recorded December 19, 2018 as Reception No. 201821567
 - Assignment of Leases and Rents recorded December 19, 2018 at Reception No. 201821568.

- Eagle River Water and Sanitation District Certificate to accept new and vacate existing sewer easements. Please confer with ERWSD as to form.
- General Notes
 - 1) (iii) Reference to Lots 29 through 32 includes Lot 30, which no longer exists but is described in Duran Subdivision lots.
 - 5) easement should be in Notes for Created Easements and in Certificate of Dedication and Ownership. Dedicate to HOA.
 - 6) Strike (III) HOA By-laws and (IV) HOA Articles of Incorporation – neither should be recorded; if recorded, plat cannot be made subject to these documents.
 - 7) Change “exempt from” to “not subject to” side building setbacks.
 - 8) Town code requires resurvey and administrative replat at time of foundation. Strike note.

APPLICANT RESPONSE:

I have looked in the municipal code, I cannot find where it is required that to split a townhome or a duplex you have to use the administrative process. According to the State of Colorado for surveying, what we are proposing- creating internal lots with our final plat, is allowable. Our Surveyor, Matt Slagle, also confirmed this with Kelly Miller, the County Surveyor elect. While it is not typical, it is legal as far as we know. Lot 7 is the exception and will undergo a replat, as the units will be condominiumized.

This is an important factor that reflects Article 26, 16-26-130.c: Timing of Occupancy. We discussed financing with the bank, and they have confirmed they cannot offer loans when the units have not been split. We want ALL potential buyers to have the ability to access funds for a deposit on a unit, so anyone can reserve their unit regardless if they do not have cash to do so. Waiting until the units are constructed will be problematic for some to access deposit funds, and because we are using modular construction, we anticipate that the houses will go up very quickly. Our goal is to have an attainable and equitable system for purchasers. Some buyers will not have multiple thousands of dollars sitting around waiting to be used as a deposit, and will have to obtain this money from loans. We want all people to have an opportunity to engage in home ownership from the onset of entitlement.

- Notes for Created Easements
 - These easements should be dedicated in the Certificate of Dedication and Ownership
 - 9) Sewer easement should be dedicated to Eagle River Water and Sanitation District
 - Notes 10 and 11 are redundant and unclear as to purpose for each.
 - Blanket easement is not permissible.
 - Need to be clearly depicted on plat sheets.
 - Permanent maintenance and access type rights should be dedicated to the HOA as developers often forget to convey the easement later.
 - More temporary installation, construction access and improvement rights can be addressed in “Developer Rights” provision of HOA Covenants.
 - Note 11 reference to an unrecorded Site Plan is not acceptable.
- Additional Easements to be Vacated or Depicted
 - ERWSD easement on Lot 31 recorded November 18, 2011 at Reception No. 201121532.
 - Apparent overhead utility line easements as may be depicted on Improvement Location Certificate by Archibeque Land Consulting Ltd., dated 5- 18-18, No. 14190. Please confer

with Xcel regarding these overhead lines and any recorded or unrecorded easements they may claim.

- Additional Lots to be Created
 - Lots 7 and 17 should be subdivided further to provide for additional open space parcels to be dedicated to the HOA, as depicted on C.132.
 - Note: Christiansan residence appears to encroach into 50 foot “no build” setback depicted on Plat Sheet 3, Lot 17.

APPLICANT RESPONSE:

Lot 7 will have more open space once the condo map has been completed, as we will need to create General Common Elements and/or Limited Common Elements at that time. This will be done upon the administrative replat for the property. We cannot further subdivide Lot 17 due to the purchase agreement with the Christiansans, and as such, we have placed a no-build area to ensure this space is open. The no-build area setback has been corrected to 25’.

2. Title Commitments:

- Must be updated within 30 days of execution.

APPLICANT RESPONSE:

At the time of initial submittal, all title commitments were valid. We affirm nothing has occurred since that time that would modify the information contained with these documents.

3. Subdivision Improvements Agreement and other legal matters:

The Town has a form Subdivision Improvements Agreement that we will provide shortly. We have reviewed your narrative and civil engineering sheets with an eye towards certain commitments being made that should be memorialized in a SIA in addition to the items contained in the Town’s form. These additional commitments and legal issues are discussed in the following section.

- Phasing. The Applicant needs to contemplate its phasing plan, not only as it relates to the sequencing of residential construction, but also to the construction of improvements. The narrative states at various points that this is a single phase project, but being constructed in three phases. We acknowledge that due to the limitation on water taps, phasing of residential construction will be necessary. But, if the Applicant intends to construct all improvements in a single phase, then it must secure all improvements until constructed and accepted by the Town. Developing an infrastructure phasing plan for improvements that tracks residential construction may limit the Applicant’s risk and better order the construction of improvements. An additional SIA would be necessary for the second phase of development.

APPLICANT RESPONSE:

Given that the first lot to be developed- Lot 7 due to the largest need for excavation, it doesn’t make sense to phase our utility/improvements. In fact, it would be even more costly to phase them as either we’d have to stockpile materials somewhere, or, we’d buy remaining materials at a different time in an unregulated building material market, thus affecting the prices of the units. We will install the utilities in one phase and stub out connections to each lot so as each is developed, the units can be connected and sold.

- Stormwater Drainage. We will need to further discuss cost sharing, dedication, maintenance, and ownership of any off-site drainage facilities, in addition to any cost-sharing. Further, it appears that the stormwater diversion facility being proposed from the

stormwater impoundment located on OS1 crossing Highway 24 will pass through the Town's Boneyard property to reach the river. The Boneyard Property is subject to a conservation easement with the Eagle Valley Land Trust, and for which Eagle County has certain rights. As such, EVLT has a right of notification and approval for any easements and holds all development rights upon the property. The Town can approach EVLT at the appropriate time to start discussions regarding this improvement and how it conforms with the purpose of the conservation easement.

- Stormwater Retention Ponds. Because most of these do not drain, but instead will evaporate or percolate, the HOA will need to be responsible for maintenance and cleaning out silt accumulations.
- Sidewalks. The discussion of sidewalks is of great interest to the Town as these amenities will need to meet Town standards and fit into the pedestrian network. This will be incorporated into the SIA. Additional discussions will be necessary to discuss the development's contribution to the Highway 24 sidewalk project along the property's frontage.

APPLICANT RESPONSE:

We were under the impression that the Town has this area of Minturn targeted for a new sidewalk as a phase 2 of the sidewalks already installed to the west (our plans simply incorporated their plans). The sidewalk in front of our subdivision does not really benefit our residents, as access to the proposed bus stop can be achieved internally, via the eastern open space parcel. If we have to add a sidewalk that we thought was already planned, once again, it will affect the affordability of the residential units. We are already preparing to help the Town mitigate the stormwater across the Highway. The more costs a private developer has to absorb, the public (buyers in this case), will have to bare the brunt. I am not aware that anyone has had an assessment applied to their properties in phase 1 of the sidewalk improvements and thus, paid for sidewalks in front of their own properties. This is an unanticipated exaction.

- Bus Shelter. The Town supports the Applicant's offer to assist with construction of a bus shelter. ECO Transit will need to be brought in to discuss its timeline for such work, engineering standards, and other matters.
- Crosswalk. The Town shares the Applicant's desire to locate a crosswalk within close proximity to such residential density. The process for obtaining Colorado Department of Transportation approval can be challenging. The Town and Applicant would need to work closely to accomplish this goal, as will be provided in the SIA.
- Public Land Access. The Town supports the Applicant's suggestion to provide public access onto neighboring federal public lands. This will require further discussion with the U.S. Forest Service regarding potential recreational impacts on the subject lands.

APPLICANT RESPONSE:

We are not proposing access to National Forest lands, however; if the Forest Service would like to have an access from OS3, that could be a possible location but, since the hillside behind Belden is fairly steep, it may not be appropriate.

- Open Space and Recreational Amenities. Please refer to notes regarding creation of additional open space parcels not depicted on the plat. Applicant should consider the phasing plan in the dedication of all open space parcels and construction of recreational amenities. Deeds should refer to public use of the open space parcels as the Town does not support the creation of private parks. Deeds must have restriction on further subdivision,

development, conveyance. Further discussion regarding any possible variance for open space dedication amounts.

- Construction Materials. FireWise construction materials use will be incorporated into the SIA.
- CDOT Access Permit. The Applicant needs to discuss its process for obtaining a CDOT Access Permit, which is required at Final Plat.
- Restrictive Covenants. A restrictive covenant should be recorded that limits the amount and timing of outdoor irrigation.
- Affordable Housing. A deed restriction will be necessary to enforce the community housing ordinance.

APPLICANT RESPONSE:

The access permit has already been achieved (see attached). Since we will be using public water, any watering restrictions in place by the Town will also be applicable to Belden as well.

4. Belden Place Declaration and Bylaw Review:

Declaration of Covenants, Conditions and Restrictions for Belden Place (the "Declaration") and the Bylaws of Belden Place Owners Association, Inc. (the "Bylaws")

1. THE DECLARATION.

Recitals: OK

§1.4(f): Definition of "Attached Residential Unit" This definition read with the Plat and the other lot, unit, and building definitions may be confusing. Plat identifies Lots as "Single Family" "Duplex" "Tri-plex" and "Multi-Family". Either the Declaration or the Plat should be revised to use the same defined terms. At a minimum, clarify whether Condominium Units are included or excluded from this definition.

Unintended confusion may arise from defining different types of Units, Lots and Buildings, consider following alternative definitions:

"Lot" refers to a platted parcel depicted on the Plat, which may be independently owned, whether improved or unimproved. Lot is synonymous with "Unit" as used in CCIOA.

"Unit" means a physical portion of the Community designed for separate ownership or occupancy, the boundaries of which are described in this Declaration or depicted on the Plat. The term shall refer to the land, if any, which is part of the Unit as well as any Improvements thereon. Each dwelling in a multi-dwelling building shall be a separate Unit.

To the extent that §1.4(u) "Improvements" incorporates buildings and all other structures that may be constructed on the Property, it may not be necessary to define the different types of buildings in the Declaration.

§1.4(m): Definition of "Common Expense", and the Declaration in general, could be more specific as to the costs, expenses and liabilities that are included. For example:

"Common Expenses" means:

- i. any and all of the Association's costs, expenses and liabilities including, without limitation, costs, expenses and liabilities incurred for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Property and the Common Area; (B) providing facilities, services and other benefits to Owners and their Guests; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created in the Governing Documents, (D) levying, collecting and enforcing the Assessments; (E) regulating

and managing the Community; (F) operating the Association; (G) utilities not separately metered and billed directly to Unit Owners;

ii. other expenses declared to be Common Expenses pursuant to the Governing Documents or the Act, and expenses agreed upon as Common Expenses by the Association; and

iii. reserves for any such costs, expenses and liability.

§1.4(n): Definition of “Community” or “Belden Place” is not much different from “Property” and it may conflict with the CCIOA definition of “Community” at CRS 38-33.3-103(8).

§1.4(q): Definition of “Condominium Unit” - See comments on **§1.4(f)** above. May not be necessary to define this separately from Lot or Unit. If it is used, it should be revised to specify that Condo Units are Units with horizontal boundaries.

§1.4(y): Definition of “Multi-Family Building” - See comments on **§1.4(f)** above.

§1.4(z): Definition of “Multi-Family Lot” - See comments on **§1.4(f)** above.

§1.4(hh): Definition of “Single Family Detached Lot” - See comments on **§1.4(f)** above.

§1.4(jj): Definition of “Unit” - See comments on **§1.4(f)** above.

§1.4(jj): Definition of “Vacant Lot” - See comments on **§1.4(f)** above.

§§1.4(##): Add definitions:

“Allocated Interests” means the Association votes assigned to each Unit and the Common Expense liability allocated in Article III § 3.4.

“Guest” means an Owner’s family members, tenants, occupants, invitees, licensees, employees, contractors, or agents.

“Limited Common Elements” means portions of the Common Area allocated by the Declaration, or by operation of C.R.S. § 38-33.3-202(1)(b) or (1)(d), for the exclusive use of one or more Units but fewer than all of the Units.

“Managing Agent” means a person or entity that the Association may engage to perform certain duties, powers or functions as the Board may authorize from time to time.

Should also define: PUD; Mortgage; Mortgagee; First Mortgage; and First Mortgagee. § 2.4 Mechanic’s Liens. Language is fine, just seems misplaced under this Article – seems more of an Association Power or Use Restriction.

§2.5(c) to (j): Language is fine, but again, seems misplaced as these are clearly Association powers.

§2.6 Disclaimer of Liability. See comments to **§2.4**

ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

- Consider inserting Association powers from §§2.4 and 2.5 in this Article.

§3.4 Allocated Interests. In this provision, or in a new provision added to this Article, it would be prudent to address membership classes that exist or may be added so that, when appropriate, owners within a membership class get to vote on matters that only effect their class. For example, it would make some sense to distinguish classes based on type of residential Unit, i.e.: Condo; Duplex; Triplex; or Single Family. Another alternative would be to have a separate class for Condominium Units and another for all other types of ownership.

ARTICLE 4. BOARD OF DIRECTORS

In addition to the comments on §3.4 above, it may be appropriate to provide for election of 1 Board member by a certain membership class, or each membership class, to ensure that each class is equally represented on the Board. For example, the Condominium Unit Owners’ right to elect at least 1 Board member should be reserved.

§5.3 Annual Assessment. Consider increasing the vote necessary to veto the budget from a majority to 67% or higher.

§5.4 Special Assessment. Clarify that Special Assessments may be levied for maintenance, repair or replacement of existing “Improvements” within the Common Area, or for construction of new capital improvements. Recommend removing provisions for ratification pursuant to the budget ratification process provided for in CRS 38-33.3-303(4).

- Requiring Owner approval for special assessments is impractical for any Association, more so for Mountain Communities due things like extreme weather and high percentages of disengaged second homeowners, and will impede the Board’s ability to efficiently manage the Property. Consider excluding Special Assessments for Common Expenses incurred in emergencies from any Owner approval vote requirement. If Owner approval is going to be required for any Special Assessment, lower the approval requirement to something like a majority of a quorum of Owners, or set a dollar amount limit for special assessments that may be levied without Owner approval. Another alternative would be to require a majority of Owners to approve special assessments for capital improvements, and exclude expenses related to maintenance, repair or replacement of existing “Improvements” within the Common Area from owner approval requirements.

§5.7 – specify a minimum amount of interest or late fee to be charged if the Board does not promptly establish those amounts.

§5.10 – Clarify that the Working Capital contributions are due upon any sale of a Unit at any time. Additionally, the working capital fund does not need to be held in a segregated account, it can be held with the Association’s reserves or operating funds, and need only be distinguished as a line item in the Association’s budget, balance sheet, or other financial records.

§6.4 – The last sentence providing that any request for architectural approval that the ARC does not approve or deny within 30 days is “deemed denied” may be invalid or otherwise unenforceable to the extent a denial without a written explanation conflicts with earlier parts of this provision, and because such a denial would very likely be arbitrary and capricious.

§6.6 – 6 months may be insufficient in an area where the outdoor building season is 3-4 months. It may also unintentionally overburden the ARC if all requests for approval for projects that require warmer temperatures are made in Nov/Dec/Jan.

§6.10 - Anything that purportedly “waives” or “releases” a person’s right to sue may be invalid regardless of inclusion in the Declaration. To the extent that indemnity as to the parties and matters addressed in this section is not addressed elsewhere, this provision should be revised to address indemnification. If such indemnification is addressed elsewhere, this could be deleted.

§7.1(b) - Should clarify what additional real or personal property lying outside the Community could the Association assume the obligation to maintain or repair.

§7.3 – Should clarify that the Association may enter a Unit and perform necessary maintenance or repair work to the Unit or Common Area Improvements adjacent thereto, without prior written notice, in the event of an emergency to protect another Unit or Common Area Improvements from damage.

§9.2(a) – *See §7.1(b)* comment, this provision should address any insurance obligation the Association may have for property lying outside of the Community.

§9.13 - See comment to §6.10 above. It is unclear what the purpose of this section 9.13 is.

§9.18 – See comment to §5.4, and note that collection of the expenses addressed in this section are probably already included in §5.4. At a minimum, recommend removing provisions for ratification pursuant to the budget ratification process provided for in CRS 38-33.3-303(4).

§10.1 – Recommend removing last 2 sentences to the extent it suggests any right to selectively enforce the Governing Documents, which is prohibited under applicable law. Alternatively, replace the last 2 sentences with the following:

Failure to enforce any provision of this Declaration or other Governing Documents shall not operate as a waiver of any such provision or of any other provision of this Declaration.

§10.1(a) – Revise, restrictions on use of a Unit must be in the Declaration. See CRS 38-33.3-205.

§10.1(b) – Revise, the Declaration can only be amended by the Owners in most circumstances. See CRS 38-33.3-303(3).

§10.9 – Generally - Unit occupants are permitted to park certain emergency vehicles within the Association if the resident is a member of a volunteer fire department, a law enforcement employee or an emergency service provider employee; parking the emergency vehicle at the residence is a condition of employment; and parking the emergency vehicle does not obstruct emergency access or unreasonably interfere with use of streets, driveways or guest parking. See C.R.S. § 38-33.3-106.5

§10.9(g)(h)(i) – These provisions could probably be stated in Rules and Regs rather than the Declaration.

§10.14 – Regulating the display of flags and political signs is restricted by C.R.S. § 38-33.3-106.5

ARTICLE 11. DISPUTE RESOLUTION PROCEDURES

- Suggest providing for Claims to mediated by a mediator mutually agreeable to the parties, then JAG or JAMS if they cannot agree.

- Could limit requirement to use JAG for mediation of Construction Defect Claims.

§11.5(c) – only mandate arbitration for Construction Defect Claims.

OTHER DECLARATION NOTES:

- Add Article/provisions regarding Mortgagee Rights

2. THE BYLAWS

§2.1 – Second sentence: revise because the current language conflicts with language in 2.3(c) which contemplates ownership by more than 1 person. Also state whether there are multiple classes of membership if Declaration is revised accordingly.

§3.5 - This provision is not necessary and may be in conflict with CCIOA and/or Nonprofit Act requirements that Meeting Notices be given to all Owners/Members. Regardless of an Owner/Member's right to vote, which may be suspended, they still have a right to attend and participate in discussion at all meetings.

§3.8 - This is fine, but note that the minimum quorum requirement is 20%.

§3.11 – Suggest revising to state: "A secret ballot is required for all contested Board positions, and also any other vote if requested by 20% or more of Owners. When a vote is conducted by secret ballot neutral third parties, or randomly selected non-candidate Owners, will count ballots. The results of the vote will be reported without reference to names, addresses, or other identifying information."

§4.1 - Will the initial Board appointed by the Declarant consist of 3 directors? If not, state how many will initially serve during the Declarant Control Period. Suggest revising to make increases or decreases to the number of Board members by amendment of the Bylaws. Include reference to election of specific number of Board members by a specific membership class if appropriate Declaration changes are made.

APPLICANT RESPONSE:

See updated documents.

5. Affordable Housing Deed Restriction

The developer needs to facilitate referral comments from Eagle County Housing. If the referral indicates that resident/employee occupied housing is the appropriate form of housing mitigation, the Town has a form resident/employee occupied deed restriction.

APPLICANT RESPONSE:

We have not received comments from Housing; however, as previously mentioned, we have amended our housing plan per the PUD Guide and welcome further comments from Staff in lieu.

Jena, this is a well thought out application and is organized in a manner that allowed staff and other referral agencies to review multiple sections and reports. As with any application of this type, the amount of information and levels of detail necessary to ensure proper review and, therefore, good decision making, is incredible and time consuming to fully review. We appreciate your patience as we have done our best to review the application in a timely manner and to provide thorough and thoughtful comments aimed at making sure the PUD can be developed and regulated in the best possible manner if ultimately approved by the Town.

As you review these comments and make necessary revisions to the PUD Preliminary Plan, PUD Guide, or Declarations of Covenants, please keep in mind that these documents will provide the backbone for the Town's and the HOA's ability to implement and enforce the terms of the PUD. Our comments are provided in this spirit to ensure clear interpretation and enforcement of the documents and, therefore, the practical application of the design and regulatory intent of the PUD.

Last, as staff and the Planning Commission continue to review the plans, additional comments from staff may be offered as suggestions or requirements to be addressed prior to or during any final plan application, Final Plat and/or Subdivision Improvements Agreement review.

APPLICANT RESPONSE:

Once more, thank you for your detailed review. We look forward to engaging in further discussions with the Town.

TOWN ENGINEER – 02/23/21

Jeffery M. Spanel PE, Inter-Mountain Engineering

We reviewed the January 25, 2021 Belden Place Preliminary Plan submittal and offer the following comments:

Survey:

1. Final Plat (Preliminary)

- a. Date must appear through the Surveyor's Seal on every sheet.
- b. Sheet 3: Lines through text diminish clarity. A larger scale would be better on the Final Plat.
- c. The land plan and PUD Guide standards for setbacks and lot coverage for duplex, tri-plex and townhome lots is based on subdivision of duplex, tri-plex and townhome lots now, rather than waiting until the party walls are constructed. Minturn Municipal Code provides for an administrative replat once the foundations have been poured. The applicant needs to follow the process described under the Code. Please remove General Note 8.
- d. New easements need to clearly identify their use, purpose and dimension.
- e. There is a dashed line around the perimeter of the lots (width varies). Does this identify an easement or a setback? Please identify and label the purpose on the plat.

- f. The blanket utility easement note does not work as stated. It identifies an exception as the "...building site areas as depicted on the Timberline Engineering site plan dated January 15, 2021...". The Timberline site plan is not a recorded document. These easements need to be clearly dimensioned on this plat or established on a subsequent plat amendment creating the individual lots after the foundations are in place.
 - g. The Plat does not identify pre-existing easements. Existing easements must be shown. If they are to be abandoned by virtue of this plat, proper labeling and certificates must be included.
 - h. The Surveyor must Provide closure and area calculations for each LOT and PARCEL.
 - i. The legal title description is based on the previous plats, but the boundary is shown on the drawing with surveyed bearings and distances based on found monuments accepted by the Surveyor. Please include a detailed legal description with surveyed bearings and distances in the Certificate of Dedication and Ownership following the title description.
 - j. The legal description is a chore to match up with the four title commitments. If possible, please provide a combined commitment with the final plat submittal.
2. Topographic Map
- a. The northern portion of lot 29 does not reflect the recent construction, and is not a true representation of existing conditions.
 - b. Contour 7924 dies out in the middle of the project.

Engineering Documents:

1. Demolition Plan (Sheet C.101):
 - a. General note says all onsite utilities to be abandoned unless otherwise noted.
 - b. The overhead power line on the north is labeled to be abandoned; the one along the south property line is not labeled. Are these utility lines necessary to serve adjacent properties? If they are necessary, appropriate easements are required.
 - c. Please label the specific utilities to be abandoned.
 - d. Easements are required for all utilities that are to remain.
 - e. Existing water taps must be abandoned at the main – please provide details.
 - f. The note "Additional services are likely to exist" is of concern – please provide details of the risk and how this is to be dealt with.
2. Snow removal & storage plan (C.111):
 - a. Snow storage equal to approximately 10% of the road surface area is proposed. The HOA needs to be prepared to dispose of snow off-site should it become necessary.
3. Proposed Easements (Sheet C.133 & C.134):
 - a. The separate, overlapping easements for water, sewer and shallow utilities are confusing and cumbersome – please clearly identify the use, purpose and dimensions or consider combining these into a single utility easement.
 - b. The blanket easements should be created after the foundations are in place.
 - c. Belden Way & Silver Loop are shown as road rights of way. These streets do not meet municipal requirements, and as such, should be private streets maintained by the homeowner's association. Public access easements must be provided over & across all streets.
 - d. A 20-foot-wide utility easement suitable for future water main connections must be extended from the proposed water easement to the south and west property lines.

4. Fire Hydrant Locations (sheet C.201)
 - a. The location of the hydrants as well as the distance from the hydrants to structures must be approved by the Fire Marshal.
 - b. The fire flow calculations should be based on the total square footage under a single roof, including garages, not the square footage allocated to single units.
5. Utility Plans:
 - a. Please provide an Overall Utility Plan:
 - b. Please clarify the plan view on the plan & profile drawings by shading back all but the pipeline in the profile.
 - c. All utilities should be shown on all utility plans, both in plan & profile to identify conflicts.
 - d. Water taps are to be constructed as “Wet Taps” and coordinated with Public Works”
 - e. Please provide copies of the sewer plans approved by the ERWSD.
6. Grading & Drainage Plans:
 - a. The drainage plan shows drainage being directed to three ponding areas, two retention ponds on the north and a stormwater management pond at the southeast corner of the development.
 - i. The retention ponds do not drain, but rather rely on evaporation & percolation to empty. Because the ponds will collect silt and debris, regular maintenance by the homeowner’s association will be required.
 - ii. The storm management pond will be used to settle contaminants prior to discharge. This pond would discharge through a proposed culvert crossing US 24 and continuing in a drainage swale to the Eagle River at the northeast end of the Boneyard property.
 - iii. Design details for the discharge structure need to be provided.
 - iv. Detention ponds are not being proposed for the PUD as a result of the significant reduction in storm-water drainage impacts to neighboring properties.
 - b. The Minturn Master Drainage Plan calls for the future construction of a drainage diversion channel across Forest Service Property at the base of the mountain. The drainage swale would flow both north & south to new culvert crossings of US 24 roughly 2000 feet north and 1600 feet south of Belden Place. As a result of this diversion channel not being available, the Belden Place drainage plan calls for the construction of a new culvert crossing US 24. Belden Place suggests the new US 24 crossing as an alternative to the drainage diversion channel. With proper planning of the drainage west of US 24, it may be possible to direct drainage from the properties in this area to this single crossing and eliminate the drainage diversion channel. They are requesting Minturn pay for this culvert. This idea could be mutually beneficial and merits consideration. We recommend the Town consider this alternative.
 - c. The new culvert across US 24 could be utilized to improve the design of Belden Place. It appears the culvert crossing could be lowered allowing a storm sewer connection to be extended to the two retention ponds, limiting their use to storm water management. The design would have to be completed in detail all the way to the river.
 - d. The underground parking garage at the rear of the property does not drain. The garage floor elevation is above the bottom of the retention pond and needs to be addressed.
7. Roadway Plans:

- a. The 10-foot lane widths proposed are narrower than the typical 11 feet. The National Association of City Transportation Officials suggests that travel lane widths of 10 feet generally provide adequate safety in urban settings while discouraging speeding.
 - b. The pavement section should be increased to 3 ½ inches of asphalt over 8 inches of aggregate base as recommended in the geotechnical report.
 - c. Sidewalks are proposed as 3-feet wide. Section 1.01 of the Town Roadway Design Standards require 5-foot walks. ADA compliant ramps must be provided at cross walks and any other locations required to meet ADA requirements.
 - d. Turning Movements (Sheets C.404& C.405). Both the fire and trash truck movements track onto and over the curbs. Roadways must be revised such that these vehicles stay inside of the roadway without tracking onto curbs or landscaping.
 - e. Garage ramp (sheet C.403).
 - i. The ramp into the garage shows a 16% grade with steep breakover angles. Please demonstrate the break over angles are suitable for passenger vehicles.
 - ii. A 16% grade the ramp needs to be heated to assure year-round access.
 - f. Please note that the final approved and signed CDOT Access Permit will be required prior to Final Plat Approval.
 - g. A sidewalk along US 24 adjacent to the development is required. The walk is to be in accordance with the Town Master Plan for South Minturn. As the walk would not be connected to an existing walk at this time, a cash in lieu contribution may be appropriate.
 - h. We understand you approached CDOT regarding a cross walk on US 24. A safe cross walk from Belden Place to the other side of US 6 should be provided and the Town will support this request to CDOT.
8. Construction Cost Estimate:
- a. Cost Estimate. Several unit prices used in the estimate appear lower than current market prices. A few examples follow:
 - i. 8" DIP water main is estimated at \$68/LF; current bids are coming in at \$91/LF.
 - ii. 8" Sewer main is estimated at \$56/LF; current bids are coming in at \$69/LF
 - iii. Mountable Curb is estimated at 20/LF; current bids are coming in at \$27/LF
 - iv. Please provide the basis for the estimate.
 - b. Phasing:
 - i. Belden Place appears to be eligible for 18 water taps under the current moratorium.
 - ii. If the development is to be phased, the cost estimate will need to be revised to reflect the phasing and a phasing plan will be required.
9. Construction Requirements & Specifications are incomplete:
- a. Please provide general requirements for construction i.e., hours of work, limits of construction, inspection requirements, safety requirements; etc.
 - b. Please provide roadway construction specifications.
 - c. Minturn requires water line construction to conform to ERWSD standards. Please revise the water construction specifications accordingly.

APPLICANT RESPONSE:

Please see revised and updated engineering documents.

EAGLE COUNTY SCHOOL DISTRICT – 02/25/21

Sandra Mutchler, Chief Operations Officer Eagle County School District RE50J

Thanks for the opportunity to comment on the proposed Belden Place PUD. Below are our comments with respect to anticipated student generation from this development, the ability of local schools to accommodate these students, and a request of the Town to ask the developer to make a cash in lieu of land dedication to Eagle County Schools.

Student Generation

Our understanding is that the project includes 40 new dwelling units of various types (not including the proposed ADU's). Based on analysis of similar projects in Minturn and elsewhere in the District, the following student generation is estimated:

Elementary - 14 students

Middle School - 5 students

High School - 6 students

Base on a recent update to our school enrollment forecasts, schools that serve Minturn are expected to have a capacity sufficient to accommodate these estimated students.

Requested School Dedication

State statutes allow local jurisdictions to adopt ordinances requiring school land or cash in lieu dedications for new subdivisions or development projects. The purpose of this dedication is to provide resources (in the form of land or cash) to a school district necessary to serve the residents of a proposed development. Eagle County and the Towns of Vail, Avon, Eagle, and Gypsum have adopted school dedication ordinances. While the District has the capacity to serve students from this project, students from this project will impact school facilities. While we understand Minturn does not have a dedication ordinance, ECSD requests the Town to work with the developer to provide a cash in lieu school dedication for this project.

The Town's review criteria for a PUD considers the ability of infrastructure and public services to adequately serve the proposed development. While currently, ECS has sufficient capacity in surrounding schools, additional students from this project will contribute to the need for capital improvements at these facilities. For this reason, we would appreciate the developer providing a cash-in-lieu school dedication for this project.

Using the Eagle County school dedication regulation, the land dedication for the project would be as outlined below. Note that the proposed ADU's are not included in these calculations given the low likelihood these units would be occupied by families.

Housing Units Rate Dedication Acreage

9 single-family homes .0151 acres/unit .1359 acres

8 duplex units .0025 acres/unit .02 acres

8 townhome units .0054 acres/unit .054 acres

15 stacked TH units .0054 acres/unit .081 acres

Total .2869 acres

The County regulation bases the cash-in-lieu amount on the appraised per acre valuation of the land, assuming full market value after platting. The dedication fee would be .2869 acres times the per-acre valuation. We appreciate your consideration of this request and look forward to discussing this with you further.

APPLICANT RESPONSE:

We understand this request, and wish to contribute consistently in how the Taylor Street Townhomes, Minturn Duplexes, Cross Creek development, and Minturn North were assessed, or, a bit more fairly as we anticipate many of the buyers will already have children in the school system. With our third attainable housing buyers program- Level 1, we hope to sell homes to existing Minturnites first, those already in Eagle County, then to the public. With 60% of our units restricted to qualified buyers, we feel that the implication that all children will be new to the school system is unrealistic. Using the Eagle County formula is also THE highest calculation as well, using assumed values of lots after platting. We simply cannot afford to implement the recommended formula. We would like to speak with the Town and School District about this further.

EAGLE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT – 02/24/21

Morgan Beryl, Community Development

Thank you for the opportunity to participate in the referral process of the following parcel numbers: (collectively, the “Properties”):

1. 210335101041,
2. 210335101040,
3. 210335101038,
4. 210335106001,
5. 210335106002; and,
6. 210335106003

This interagency referral is known as file number IAR-9134-2021 for Eagle County records. Eagle County appreciates the extension to finalize comments for the Town of Minturn.

The six Properties are within the Town of Minturn. County records indicate three parcels are entirely surrounded by the Town of Minturn’s jurisdiction and three parcels share property lines with Eagle County jurisdictional land. Parcels 210335101038, 210335101040, and 210335101041 are within the Town of Minturn; however, they border parcel number 210334200001, a parcel in Eagle County’s Resource Preservation (RP) zone district approximately 515 acres in size.

Eagle County review of the Belden Place PUD Application Narrative (the “Application Materials”) dated January 28, 2021, finds the proposal is for mixed density housing units within the Town of Minturn, four of which are deed restricted (Application Materials, PUD Guide, page 12). The Application Materials also state the proposal includes a community green space. The proposal is pursued by creating a Planned Unit Development (PUD) zone district. Please consider the following comments from Eagle County as the project is reviewed:

1. The Application Materials state the proposal is being developed to create affordable housing opportunities to locals (Application Materials, page 3). Buyer restrictions, or deed restrictions, will prevent the units from being purchased by second home owners.(Application Materials, page 3).

The Eagle County 2005 Comprehensive Plan (the “Comprehensive Plan”) contemplates the importance of quality, affordable housing in the community. The Comprehensive Plan Section 3.4.7. - Policies and Recommended Implementation Strategies for Housing , lists 16 recommended policies and 88 recommended strategies to implement those policies that are focused on housing needs in Eagle County.

Policy “a” states, “Affordable workforce housing should be located near job centers” (Comprehensive Plan Section 3.4.7., Policy “a”).

Policy “b” states, “Housing projects created through public/private partnerships should result in affordable, price capped units that are restricted to only local residents and/or employees in Eagle County” (Comprehensive Plan Section 3.4.7., Policy “b”).

Further, the 2017 Eagle County Strategic Plan (the “Strategic Plan”) lists the County’s mission, vision, and core values. Goal 2 of the Strategic Plan is for Eagle County to be a great place to live for all. This section includes objectives and values based on encouraging “more affordable housing choices, including types and price levels” (Strategic Plan, page 7).

Staff finds the proposal conforms and helps implement the Comprehensive Plan as well as the Strategic Plan. Although this proposal is not within the County’s jurisdiction, the County would like to state support of a project to expand access to housing options for residents, and increasing the amount of housing stock available in the County within a Town, provided all jurisdictional standards for land use approval are reviewed and met through the Town of Minturn’s land use application process.

2. These parcels are located within the Town of Minturn. Furthermore, Eagle County does not have an area specific Area Community Plan or Future Land Use Maps (FLUM) for the greater Minturn area. Therefore, staff finds the Belden Place PUD proposal does not conflict with the County’s designation for any future development on the Properties.
3. The Comprehensive Plan includes a section with policies and recommended strategies aimed at environmental quality. The Comprehensive Plan, Section 3.9.6. - Policies and Recommended Implementation Strategies for Environmental Quality , Policy “d” states, “Energy efficiency and the reduction of overall energy consumption should be a primary goal for future operations and developments in Eagle County.”

It is recommended the applicants consider this policy by looking into ways to partner with Xcel Energy for residential renewable energy programs. More information on residential programs can be found here:

https://www.xcelenergy.com/programs_and_rebates/residential_programs_and_rebates/renewable_energy_options_residential (NOTE - LINK DOES NOT WORK- JSD)

Adopting renewable energy programs with Xcel Energy meets policies in the Comprehensive Plan as well as the Climate Action Plan for sustainable goals in the Climate Action Plan for the Eagle County Community.

Sustainable Communities Department Comments:

1. Eagle County as a partner in the Climate Action Collaborative recommends that the Town of Minturn adopt the 2021 International Building Codes, including the 2021 International Energy Conservation Code (the "IECC") beginning in January 2022. The IECC 2021 code will ensure tight building envelope and efficient equipment standards are followed. The Eagle County Community (including Avon, Vail, Eagle, and Eagle County) will be adopting the IECC 2021 code and encourage the same for the Town of Minturn to maintain consistency with building standards across our community. In addition to the IECC 2021 code, Eagle County recommends Minturn encourage the "above building code" all-electric construction standards outlined below. This recommendation is the basis of the comments located in this section.
2. The PUD Design Guidelines include Section N - Wind and Solar Energy , which state, "Wind and solar energy devices may be approved with written permission of the [Architectural Review Committee]" (Application Materials, PUD Guidelines, page 11).

Eagle County adopted the Climate Action Plan for the Eagle County Community (the "Climate Action Plan") in 2016. The Climate Action Plan includes goals and strategies for reducing greenhouse gas emissions throughout the County by 25% by 2025. In 2020 an update was added to the Climate Action Plan including the goal to reduce County emissions by 50% by 2030, using 2014 as the baseline. Leading strategies for reducing greenhouse gas emissions include:

- For new residential buildings, adopt "above building code" standards and provide incentives, including "net zero" codes, that are consistent across jurisdictional boundaries throughout Eagle County;
- Require the Solar Ready Appendix in the IECC 2015
- Require a 200 amp all-in-one Solar Ready electric panel as the minimum electric service provided to each home
- Require the rough-in for EV charging provided to each home
- Promote and incentivize efficient use of water in interior and exterior of residential buildings; and,
- Reduce [greenhouse gas emissions] 25% below 2014 levels in the residential buildings sector by 2025 (Climate Action Plan, Page 16).

Considering these goals and the limited opportunities for wind energy in the area, it is recommended the Town consider ways to encourage the integration of solar energy in the neighborhood through passive solar designs, and that rooftop solar be allowed in the PUD area as a use-by-right rather than requiring written approval from the Architectural Review Committee.

It is also recommended that the Town encourage "above-code" designs and construction such as tight and super-insulated building enclosures, advanced HVAC and other sub-systems, and low VOC finishes, that provide safe and healthy indoor environments while reducing overall energy uses and greenhouse gas emissions. Planning for electric supply and installing conduit for electric vehicle charging stations is encouraged to allow for low cost station installs and rapid adoption of low / no emission electric vehicles in our community.

3. The PUD Guide included in the Application Materials states, “Zero degree flat roofs are prohibited. Roofs shall be sized and pitched accordingly in consideration of solar technology and/or drainage” (Application Materials, PUD Guide page 9).

The Climate Action Plan includes recommendations as follows:

“For new residential buildings, adopt ‘above building code’ standards and provide incentives, including ‘net zero’ codes, that are consistent across jurisdictional boundaries throughout Eagle County” (Climate Action Plan, Page 16).

The Sustainable Communities Department recognizes the PUD Guide already incorporated solar-ready orientation into the design of the structures. The County encourages the Town to consider recommending additional climate conscious designs including “beneficial electrification” or all-electric design that eliminates health and safety risks from combustion of fossil fuels inside homes. Setting a goal of a ‘net-zero’ development means the development produces as much energy as it consumes. An example of a current “net-zero” development is the Basalt Vista Affordable Housing Partnership, powered and heated with grid supplied and onsite renewable energy.

4. The Eagle County Sustainable Communities Department also recommends the Town encourage the applicant to include efficient all-electric appliances such as air source heat pumps, heat pump water heaters, electric induction stoves, and other electric appliances as a design requirement in the PUD Guide, references available at Holy Cross Energy for appliance rebate standards, or IECC standards.

APPLICANT RESPONSE:

While we wholeheartedly agree that these efforts are a wonderful goal, all “above and beyond” improvements typically add cost to the developer. Without contributions from grants or partnerships from jurisdictions etc., affordability will be affected. Until the culture switches and makes these efficiencies more affordable, and penalizes through the pocket, non-sustainable practices, green construction is a luxury on the front end. One in which sole private developers have a hard time achieving without assistance. Note: Holy Cross Energy is NOT the service provider for Belden Place.

Open Space Department Comments:

The Application Materials discuss the proximity of public lands as an asset to this development’s location. Minturn Boneyard is owned and managed by the Town of Minturn per an Intergovernmental Agreement (the “IGA”) with Eagle County, and the County contributed significant financial resources to the protection of the Minturn Boneyard as open space for the general public in 2013. The Minturn Boneyard is also protected by a conservation easement held by Eagle Valley Land Trust, aimed at protecting the property’s conservation values of wildlife habitat, natural scenic features, and recreational access to the Eagle River in perpetuity.

1. Eagle County recommends the applicant consult with the Town, County and Eagle Valley Land Trust to ensure the conservation values of the property are maintained, while providing potential recreational improvements to the property as referenced in the IGA and management plan, that would better accommodate the increased use generated by the proposed development. A site plan to develop recreational river access on the property and improved public amenities was developed in 2014, but lacked funding to execute. Eagle County would be

glad to provide copies of the conservation easement, management plan, IGA, and site development plan to the applicant.

APPLICANT RESPONSE:

Once more, 1,001 people have not been monetarily subject for providing funds to this open space area (Boneyard). Assuming that every single person of Belden Place will use the Boneyard is unrealistic, as currently, few people in town use this area at any one time as it stands. Additionally, we anticipate that persons already living in Minturn will be buying some of these units. We hope that the homeowners will want to volunteer to aid in maintaining this open space area, much like others in town already do. We are providing our own onsite open space that will be used more regularly than the Boneyard as we believe in onsite spaces. Again, the accumulation of additional costs to a private developer/development as an exaction, results in a further separation of affordability for local buyers.

2. Minturn Boneyard will hopefully enhance the quality of life for residents in Belden Place PUD, but only if safe access across Highway 24 is provided. Together with appropriate local regulating bodies, the applicant should contemplate signage, crosswalks or other measures to ensure feasible safe access to the open space by residents, children and pets.

APPLICANT RESPONSE:

Agreed. And not only for Belden Place. Once the 2nd-phase highway improvements go in, the sidewalk will be necessary for all persons walking toward Maloit Park/the school or persons taking the bus and needing to cross the road. We thank the Town for potentially assisting with this endeavor as CDOT has a history of not supporting road crossings as it affects traffic speeds, and having a jurisdiction assist with this is extremely helpful.

3. Lastly, the applicant proposes that 18% of the property remain undeveloped as 'open space'; however the Town's requirement of 25% would likely be better suited to a development of this density. Additionally, two of the three open space areas are also identified as stormwater retention ponds, making the functional open space approximately 7,300 square feet (0.17 acres). A greater percentage of open space would enhance the livability of this community. Adjacent public lands to the south, east and across the street to the north, while certainly advantageous for the development's location, are intended for use by the broader public, and should not be in lieu of open space requirements within the development. As the applicant references, the United States Forest Service land to the south is also too steep to have practicable access from the development.

APPLICANT RESPONSE:

See previous discussion. And to clarify, in no way are we suggesting the neighboring lands are in lieu of our open space contributions; rather, the neighboring lands offer an alternative to our proposed greenspaces for more active recreational purposes like hiking, biking, or river access- much like the rest of the town and out of town guests to the town are afforded without cost.

ECO Transit Department Comments:

1. Throughout the Belden PUD project narrative (p. 5, 9-10, 11, 15, and 25) a new bus stop is referred to with discussions of sidewalks and crosswalks among other related improvements. ECO Transit's Minturn Route does provide service along Highway 24 between the Maloit Park and Vail Transportation Center. Currently, dual direction transit stops exist to the north of the subject property adjacent to 996 Main St (aka Lucero's). These transit stops are approximately

1/4 of a mile from the subject property with limited pedestrian infrastructure access from the subject property to the transit stops. ECO Transit has not been approached regarding the proposal for new or relocated bus stops. The developer should meet with ECO Transit staff to discuss the merits and feasibility of the proposed stop placement prior to scheduling a public meeting.

APPLICANT RESPONSE:

The bus stops are shown on the phase 2 highway improvements, which preceded this development. We feel that alternative transportation is important, and are open to discussions with the Town and ECO Transit. We are fortunate that the Mayor of Minturn is the appointed official and liaison with ECO Transit. Right now, until the bus system is modified, there is no real incentive to take the bus as you can only take it early in the morning, and back through at dinner. You can't go visit Leadville for a few hours, or Vail in the middle of the day. Assuming most people will already have jobs, as is necessary to get loans for average workers to buy a home, this system isn't really advantageous to the average person. As we build population, this will change in time, so we have time to have further discussions.

2. The application does not provide adequate clarification on who is responsible for the design, permitting, and construction of the various pedestrian and transit improvements along Highway 24 discussed in the project narrative or demonstrated in the engineering documents. ECO Transit requires compliance with its design standards (e.g. bus lanes, approach and acceleration tapers, bus stop pad dimensions, bus stop amenities) prior to acceptance of transit related improvements and provision of service.

APPLICANT RESPONSE:

As previously mentioned, we were under the impression that these future improvements were phase 2 of the improvements that were installed in 2019 by CDOT and the Town of Minturn.

MARTIN AND WOOD CONSULTANTS – 02/20/21

Cristy Radabaugh, P.E.

The Town of Minturn (Minturn) defines a Single Family Equivalent (SFE) as the amount of water used by a standard residential unit of 3,000 square feet or less with lawn and garden spaces of 2,000 square feet or less. In order to evaluate Minturn's ability to provide water service and determine the assessment of the payment for cash in lieu of water rights per Ordinance No. 02-2018 associated with the Belden Place Development, the number of SFEs associated with the project is needed. I can estimate the number of SFEs if the following information is received by the Town.

- Size of Residential Units: The estimated size and count of the residential units by category: single family homes, duplexes, triplexes, and other units (including accessory dwelling units). Note, the number of SFEs per unit will be increased if the residential unit is more than 3,000 square feet.
- Size of Irrigated Outdoor Areas: The estimated size of irrigated areas associated with the residential units (by type or by lot) is requested along with a description and size in square feet of common outdoor spaces, including greenways and parks, and any other outdoor spaces that could be irrigated within the proposed development.
- Water Uses for Other Purposes. If the proposed development includes water use for non-residential spaces, such as public bathrooms, a sales office, or commercial space, that information should also be provided to the Town. Please be as specific as possible - number of

toilets and urinals, size of the office and number of bathrooms and whether it will include a kitchen and/or laundry facilities, size of commercial space and anticipated type of business.

- If the developer is proposing a phased schedule associated with the project, the submitted information should clearly delineate which units and spaces are included in each phase of the project.

APPLICANT RESPONSE:

We are working with the Town currently, and look forward to additional discussions and agreement for our water needs. Note: there are no public or commercial uses proposed that requires water.

EAGLE RIVER WATERSHED COUNCIL – 02/22/21

Holly Loff, Executive Director and Bill Hoblitzell, Water Resources Program advisory staff

Thank you for the opportunity to provide comments regarding the Belden Place project. Eagle River Watershed Council (ERWC) advocates for the health and conservation of the Eagle River and its tributaries in order to protect and enhance the high-quality natural and human values provided to our communities by rivers. Vigorously protecting our aquatic systems ensures they will continue to provide their numerous social, economic, and ecosystem benefits in perpetuity.

The project application contemplates combining six existing parcels for redevelopment to create a new subdivision. The project has many admirable design features and seeks, in part, to address ongoing issues in local full-time residential housing and avoid loss of Minturn's small town character. Our comments remain focused primarily on impacts to aquatic ecosystems and community values associated with our region's excellent rivers and streams. As such, they are primarily focused on Belden Place's stormwater infrastructure design and potential increased human impacts to the Eagle River corridor through increased usage of the Boneyard Open Space as a de-facto 'backyard' for the new development's residents.

Stormwater:

The project's drainage report suggests that stormwater will predominantly be conveyed west towards the undeveloped USFS lands in the open space near the Martin Creek Trailhead, where it will be infiltrated to the valley bottom alluvium prior to entering the river. This is likely to provide strong water quality protections for surface water on the Eagle River, and infiltration of runoff rather than direct piping to surface waters. This is highly consistent with Low Impact Design/Green Infrastructure practices strongly promoted by ERWC. However, it should be noted that the limited wetlands occurring on this low-lying adjacent USFS site will to a large degree now functionally assume the role of treatment wetlands for the development, and it may be worthwhile to consult USFS aquatics staff on this prospect prior to approving this measure. (contact: melvin.woody@usda.gov)

The newly proposed P1 basin of approximately 20 acres on the northeast portion of the development will drain to an open space parcel where additional infiltration is anticipated prior to conveyance to the river. A small portion of this basin will be draining new impervious surfaces from Belden Place while the majority will remain as a pervious undeveloped surface. At times when infiltration capacity is exceeded and surface flows are generated, they will then be culverted under the highway and cross the Boneyard Open Space prior to discharging to the Eagle. The developer has proposed a culvert conveyance northwards across the Boneyard.

APPLICANT RESPONSE:

We are pleased that we have a tentative joint agreement to deal with stormwater that goes above and beyond the impacts of Belden Place. The concern in dealing with water from the forest service lands is significant, and affects properties in addition to Belden Place. Equitably sharing in dealing with this situation is fair, and a great public benefit to South Minturn in general. We thank the Town for partnering on this aspect of this project.

Net Effects Of Belden Place And Potential Future Development In South Minturn:

Stormwater drainage proposals for Belden Place have a good focus on infiltration whenever possible prior to conveyance to surface waters. We applaud the developers for this design paradigm, which is broadly consistent with Low Impact Development/Green Infrastructure concepts that strive to reduce the amount of polluted runoff entering streams from urban and suburban surfaces. These practices seek to utilize natural site characteristics to manage stormwater runoff, promote infiltration to groundwater over direct surface runoff, and avoid directly connecting impervious areas to streams.

Belden Place currently benefits largely from the undeveloped characteristics of adjacent public lands. However, the town should be highly cognizant that this is not necessarily a permanent condition. Development conversations regarding the USFS staff housing parcel, as well as the open lands near the Martin Creek trailhead, have occurred on multiple occasions in the past, and are likely to arise again in the future pending ongoing pressures tied to the region's housing issues and continually growing residential and visitor populations. It is highly reasonable to consider that both of these parcels (the USFS staff housing complex and the Martin Creek trailhead zone) may be transferred to private ownership and further developed at some point in the future. At this time, the cumulative impacts of impervious surfaces and stormwater runoff that overlap with the Belden Place Development will require significant consideration by town planners if negative water quality impacts to the Eagle River are to be avoided.

It is prudent to consider these potentials now and ensure that within Belden Place sufficient stormwater treatment spaces are reserved, and the potential need for active stormwater technologies and best management practices remain on the table at this site. It may not always be possible in the future for Belden Place to rely on nearby public lands to treat its stormwater runoff. Retrofitting active treatment appurtenances on the P1 and P2-P4 basins to accommodate potential future developments and loss of pervious coverages in these areas could be an expensive and logistically difficult prospect if access and adequate space for these infrastructure types are not considered now, well ahead of actual developments.

Incursion Into Naturalized Open Spaces:

As new developments increase the residential density, there is often a tendency for the human uses and traffic patterns of adjacent public spaces to change significantly. Increasing development in south Minturn is likely to increase use pressure on the Boneyard Open Space and Martin Creek Trail with attendant impacts such as new/increasing social trails, pet waste and impacts to riparian areas beside the Eagle River. Projects to address these uses such as formalizing trails, exclusions for vegetation protection and increased trash/dog waste pick-up by town staff, will incur increased financial costs to the town that may be unanticipated during the current development review. We encourage the town to consider these creeping impacts to the river and public open spaces and consider ensuring an appropriate long-term funding mechanism is in place prior to development

approval so that these costs are appropriately borne by the new development's residents, and not unintentionally transferred to the town over time.

APPLICANT RESPONSE:

I always find it interesting that consideration of visitors and the general, non-residential public is not discussed to the same degree about public open space. I guarantee that if only Minturn residents were the sole users of adjacent public lands, trailheads like Meadow Mountain wouldn't be as "loved to death" as we experience currently. The Boneyard, for instance, is a stopping place for people driving through town coming down from Leadville, as I have personally witnessed time and time again the out of state plates that frequent the parking area. That being said, we appreciate these considerations, no doubt. Unfortunately, unless you charge visitors to use these places, locals will always bear the brunt of these impacts.

COLORADO PARKS & WILDLIFE – 02/15/21

Matt Yamashita, Area Wildlife Manager

Thank you for giving Colorado Parks and Wildlife (CPW) an opportunity to provide comment on the proposed Belden Place PUD project. CPW has a statutory authority to manage all wildlife species in Colorado. This responsibility is embraced and fulfilled through CPW's mission to protect, preserve, enhance, and manage the wildlife of Colorado for the use, benefit, and enjoyment of the people of the State and its visitors.

The proposed action includes the development of 27 lots in southern Minturn, and is proposed to include 42 housing units of varying types and sizes. The proposed project also includes some small sections of open space and parks.

The proposed action site lies within and immediately adjacent to a variety of wildlife habitat. Furthermore, the development site exists within elk Data Analysis Unit (DAU) E-16, and mule deer DAU D-8. The E-16 DAU has been experiencing significant declines in elk populations, equating to a roughly 60% decline over the last 10 years. Additionally, as of the 2020 updated herd management plan for mule deer, the D-8 population is on a downward trajectory and is under CPW's established objective range. Subsequently, CPW has continued to reduce the mule deer population objective in the area to accommodate for human generated impacts and overall mule deer population decline.

CPW has also dramatically reduced hunting quotas for both elk and mule deer since the mid 2000s. Mule deer doe quotas have been reduced to negligible levels, while limited cow elk licenses have ostensibly been eliminated. These reductions in doe and cow quotas are in an attempt to protect the reproductive, fawn and calf-bearing portion of the herd. While these license reductions are an attempt to recover population levels, reproductive success and recruitment into the population has failed to rebound.

In addition to the pressing issues associated with local ungulate populations, the Eagle Valley has seen a significant increase in human-predator conflicts. These conflicts namely involve mountain lions and black bears. The Town of Minturn lies within the state's only designated Special Management Area.

(SMA) for mountain lions. Public reports of mountain lions in the SMA were rare 10-20 years ago. Now reports number in the hundreds annually and come from a variety of groups and members of the community. Minturn also lies within a human-black bear conflict area. Black bear conflicts in the Eagle Valley continue to rise compared to historic levels. These issues directly correlate with the human footprint on the landscape and increasingly require mitigating management actions by local governments.

Habitat loss, habitat fragmentation and human disturbance continue to be the most significant concerns in managing local wildlife in the Minturn area. While in-fill development, or redevelopment of areas minimizes the direct impacts and net loss of habitat, the indirect impacts to the resource stand to be far more significant. The Minturn, and Dowd Junction areas along with portions of the Highway 24 corridor have been identified or already slated for a variety of developments and infrastructure improvements. As with many of these proposed actions, CPW continues to encourage local governments to approach the assessment of impacts to wildlife and the surrounding landscape through a more holistic and comprehensive lens. Specifically, impacts generated by one particular development will likely be accentuated and heightened due to the impacts generated by other surrounding developments, and vice versa. As such, CPW encourages continued dialogue with town planning staff, and initial dialogue with the applicant to potentially better account for these comprehensive impacts.

The Environmental Impact Report (EIR), prepared by Wynn Ecological Consulting correctly notes the potential for indirect impacts. However, the report minimizes the extent to which indirect impacts affect wildlife. Indirect impacts are often far reaching and expand beyond just human-wildlife conflict, and may equate to habitat loss, habitat degradation, and can ultimately result in population decline of local herds. This is currently the case with the local E-16 elk herd. The increase in the human footprint associated with this proposed development stands to generate the aforementioned impacts. Specific to this proposed action and similar to other Minturn area development applications, this project lies within and adjacent to elk and mule deer migration corridors, elk winter concentration area, elk severe winter range, documented golden eagle nests, and canada lynx potential habitat. Given the high propensity for this proposed action to primarily generate and contribute to indirect impacts in the Minturn area, CPW offers the following recommendations:

- Construction & site disturbance should occur outside of the December 1 – April 30th timeframe, annually, to protect wintering elk.
- Open Space or natural sites disturbed during construction should be immediately reclaimed with a CPW-approved big game seed mix to provide adequate forage and reduce the potential for weeds. The site should be monitored for weeds on an annual basis.
- If any fencing is planned as part of, or in conjunction with this project, it is recommended that the fencing be constructed per CPW Wildlife Friendly fencing guidelines.
- Bear-proof trash canister covenant: The project area lies within a mapped black bear- human conflict zone. To help prevent habituation of black bears, CPW recommends all residences utilize bear-proof canisters and dumpsters. Furthermore, the development should provide secure enclosures for trash storage. CPW encourages enforcement of this practice to ensure effectiveness.
- Vegetation management on the parcel to minimize attractants for black bears, as well as minimize the visual cover available to mountain lions adjacent to buildings and dwellings.
- Adopt appropriate storm water drainage systems to avoid sediment loading into the Eagle River.

- Recommend anticipating the unplanned creation of social trails accessing adjacent National Forest. If this occurs, CPW suggests planning for (logistically and financially) the reclamation of such trails and addressing the issue through signage, education, and establishment and enforcement of HOA covenants to manage access to public lands emanating from the Belden Place parcel.
- Again, given the proximity of the development to elk severe winter range, and the planned increase in human density/activity, CPW recommends dialogue with the Town of Minturn, and the White River National Forest to entertain potential seasonal closures of the Martin Creek trail.
- CPW further recommends that the Town of Minturn explore financial funding mechanisms generated by this and future developments to help account for and potentially offset indirect and direct impacts associated with the developments, and to fund local conservation efforts by the Town of Minturn.
- Increasingly critical, CPW recommends the Town of Minturn adopt a holistic approach to assessing cumulative impacts to wildlife and natural resources in the local area. This locale is slated for a wide variety of actions in the near future that will result in both direct and indirect impacts to wildlife. CPW welcomes continued dialogue surrounding how to anticipate, minimize or avoid these impacts.

APPLICANT RESPONSE:

We are proposing wildlife-proof trash receptacles, as are now standard with the trash provider for the Town of Minturn. While I have never personally witnessed large game in Minturn, we are actually glad that the slopes accessing forest service lands are not easily accessible from Belden so there are no accidental interactions from residents and large game is separated from human interactions in this area.

EAGLE RIVER WATER & SANITATION DISTRICT – 02/22/21

Jason Cowles, Director of Engineering and Water Resources

Thank you for the opportunity to submit referral comments on the Belden Place PUD Preliminary Plan for a Planned Unit Development (PUD) and Zone Change (the “Project”) on behalf of the Eagle River Water and Sanitation District. Upon our review of the application materials provided by the Town, we submit the following comments:

- On November 5, 2020 we submitted an Ability to Serve letter to the Town requesting that the Town limit the issuance of building permits to no more than 85 net new SFEs effective from the date of that letter until the new Dowd Lift Station is operational due to current capacity limitations at Dowd Lift Station #4. The November 5, 2020 letter referenced 41 SFEs for the Project based upon our understanding of the project at the time. Upon review of the application materials, the District is now aware that the maximum allowed density for the Belden Place PUD would be 41.5 SFEs. Including the 1.5 existing SFEs for the Christiansen Residence and associated Accessory Dwelling Unit plus and the proposed nine single family homes, four duplexes, six triplexes, and one multifamily dwelling with five units, I can confirm that the District will be able to provide wastewater service for the maximum density of 41.5 SFEs subject to the completion of the Dowd Lift Station project.
- The District’s Construction Review Team is currently reviewing wastewater collection system infrastructure plans submitted by the Applicant and has requested a hydraulic analysis of the

proposed wastewater collection system improvements. Any changes to the design and layout of the proposed wastewater collection system, and subsequent changes to the proposed easements, made as part of that process should be incorporated in the final plat submittal prior to recording.

- Service to the Project requiring the extension of mainline infrastructure is subject to the District's Infrastructure Acceptance Process outlined in Article IX of the District's Rules and Regulations. Following the construction of wastewater collection system infrastructure by the Applicant and subsequent dedication of the infrastructure to the District, individual customers may connect to the wastewater collection system for service subject to the payment of all applicable impact fees.

APPLICANT RESPONSE:

We are fortunate that the timing of ERWSD improvements are in alignment with Belden Place- or so we hope, as we have not gotten answer about timing as of yet. Our engineer is working with the ERWSD to ensure all proposed development is in accordance with their standards. With our first phase being Lot 7, and since we already have 15 sewer taps, we should be ok until the District catches up to our timeline. Hopefully...

SGM – 02/19/21

Eric Petterson, Environmental Team Lead

SGM is providing this letter to document our review of the Belden Place PUD application as it relates to potential environmental impacts, on behalf of the Town. As part of this effort, we reviewed the PUD Narrative (Vail Land Company 2021), and the Environmental Impact Report (Wynn Ecological Consulting 2020). We offer the following as items that could use additional discussion or clarification.

Black Bear. The project occurs within black bear (*Ursus americanus*) habitats, and a CPW-mapped Bear-Human Conflict Area; black bears are already known to be an issue in Minturn. Bears will be an issue for the PUD, and the developer should take very protective steps to minimize the risks to residents and bears. CPW should also be consulted on minimizing bear issues.

Reclamation and Noxious Weeds. The EIR did not state that a survey for noxious weeds has occurred, but this area of Minturn is known to have weed issues. Early weed treatment through the use of suitable herbicides is strongly recommended prior to the start of construction to begin reducing the density and seedbank in the project area. A noxious weed management plan, with biannual treatments is recommended given the nearby native habitats, and very high likelihood that noxious weeds will expand their presence and spread into nearby habitats. As a reminder, noxious weeds must be managed, per Colorado statute.

In summary, we concur with the findings of the EIR, that this project would not have any notable environmental issues. Strict black bear stipulations should be in place, and we also recommend an aggressive noxious weed management strategy.

APPLICANT RESPONSE:

Acknowledged. Since we will be regrading almost the entirety of the lots and implementing landscaping, noxious weeds will be easy to mitigate moving forward.

XCEL ENERGY – 02/19/21

Britt Mace, Designer, Mountain Division

I see that the snow storage is located next to our transformers; however transformers and pedestals cannot be located in dedicated snow storage areas as that will lead to our above ground equipment to be buried in snow and could damage our equipment, delay outages and emergencies.

Also each transformer will need a 10x10' pocket easement and each pedestal will need a 5x5 pocket easement. The above ground equipment will not be installed on top of the newly installed electrical lines, they will be installed along the property lines offset from the electrical lines.

Other instructions for customer:

- You must apply for each address that will need service in the building and any common/house meters needed.
- (common/house meter usually runs common lights in stairwells, signs, snowmelt, irrigation, Etc.)
- Will need to know total loads for gas and electric to determine if main will need reinforcement for your project. If reinforcement is needed it will be at customer cost.
- Must let Xcel know if you need 3Ph or 1Ph power.
- If temp power is needed then a transformer will need to set in a permanent location and you must apply for temp power.
- New transformers on the lot must located 10' away from buildings, 20' away from doors (it does not look like we will have this from the garage doors on their site plans where they show the transformers) and 10' away from windows, reference Standards for Electric Installation and use (blue book) Xcel Energy Standard for Electric Installation and Use (Blue Book) Drawings CR-30A
- If the buildings do not own their own lot, and the lot is owned by HOA the meters will need to be located on the building at a single point of service.
- If house/common meter is needed, customer must run the electric service lateral to the Transformer or Pedestal (point of distribution).
- Meter Locations: Meters cannot be located inside the building and must be accessible. We do not allow ice or snow shields. Meters must be located under a non-drip edge and there shall be no adjacent rooflines, which will drip directly on or towards a neighboring meter installation. See Standards for Electric Installation and use (blue book) Section 4.3, under number 3, page 33 "Note: Due to excessive snowfall, ice and snow shields will not be permitted in the following Colorado counties: Eagle, Lake, Park and Summit. Meters shall be installed on the gable or non-drip side of a building or in an approved remote location from the building or structure in these counties." Xcel Energy Standard for Electric Installation and Use (Blue Book).

Please note – this is not a final assessment of what the new service request will entail. There may be additional things in the field I cannot see. Once an application has been submitted to XCEL we can start the full design process and identify the scope of work that will need to be done for this request.

APPLICANT RESPONSE:

In actuality, we DO have an application submitted to Xcel. This was received via email 02/22/21:

This email is to notify you that Xcel Energy does already have the applications for this project. We are currently in process of designing the Gas and Electric Utilities and will address the items in the letter during design.

If anything else is needed please do not hesitate to contact me.

- Stephen Watson

Xcel Energy | Responsible By Nature Design Contractor for Xcel Energy

EHLERS PUBLIC FINANCE ADVISORS – 02/18/21

James A. Mann, Senior Municipal Advisor

Ehlers has been requested to review the documents submitted respecting the proposed Belden Place PUD. Based on the development plans, it is understood that an additional 40 total dwelling units will be developed that consist of nine detached single-family units, four duplex units, two triplex-detached units, four triplex-attached units, and five row houses. It is anticipated that the development will generate approximately \$30.9 M of market valuation, result in an additional 120 Town residents and will be completed over a two-year build out period.

While Ehlers has not reviewed every document in the files transmitted, we focused our attention on the following documents for both an understanding of the development and the technical information regarding the impact to the Town:

- BP-Application 11-16-20
- PUD Design Guidelines
- PUD Guide 11-16-20
- C – BeldenPlaceFinancialImpacts
- C – BeldenPlaceFiscalIMPACTS2020
- D - Belden PUD Preliminary Plat Civil Set
- E – 2020-10-28 M1398 Belden Place Subdivision TIS

While we reviewed the above documents, the majority of our comments are related to the potential incremental town revenues and the revenue detail that was provided in the analysis prepared by Stan Bernstein and Associates, dated November 13, 2020.

In respect to the report on “Analysis of Potential Incremental Town of Minturn Revenues Generated, and General Fund Expenditures Incurred, as a Result of the Development of Belden Place” report, and supporting documentation, we offer the following comments:

- It does not appear that a market analysis has been undertaken to support either the planned absorption or the estimated values to be generated from the development. This document would be helpful in determining the validity of the numbers presented.
- Ehlers does not question the methodology used by Stan Bernstein and Associates related to the revenue and expense forecasting, however as it relates to several conclusions’ the Town may wish additional consideration for:
 - Additional personnel and equipment that may be necessary to meet the service needs of an additional 120 new residents and over what time frame
 - We do note that there is limited additional infrastructure that the Town will be responsible for in that internal development infrastructure will remain private
- The analysis assumes that 100% of the units will be occupied for a full year. The occupancy analysis should be further explored to ensure that the number is accurate. A review of the 2015-2019 Census data identifies that Eagle County as a whole has a 69.8% owner occupancy

rate. The assumption used in the analysis should be confirmed. [See comments regarding the PUD Guide 11-16-20]

- Based on the conclusions respecting the General Fund, it would appear that there will be a revenue net benefit from the development
- The calculations utilized for the Water Enterprise Fund do not reflect the Town's current rate methodology and thus are not accurate. Suggest that the analysis be updated to reflect current rate methodology and charges.

Other than the suggestion that the project absorption and values be supported by additional information, owner occupancy percent confirmation, and the updating of the benefit to the water enterprise, Ehlers believes that the from a pure financial position the project would appear to be a net benefit to the Town.

Within the PUD Guide 11-16-20, there is reference to the development meeting the Town's Community Housing Standards and Guidelines, Article 26 of the Town Code. The plan identifies that four units will be deed restricted to a sales price of 200% AMI affordability level. According to Census Bureau Quick Facts Data, in 2019 the area median income for the County was \$84,790, which would suggest a maximum household income of approximately \$170,000.

Further, there are additional restrictions included that direct ownership to Minturn and Eagle County full-time residents/qualified workforce/qualified retirees. There should be some clarification to the Attainable Housing Program, "Other" Sub 2, Sub d narrative as it was unclear what this provision means to Ehlers.

In the materials provided, we did not note any agreement with the Town respecting the proposed development. Ehlers would suggest that an agreement be drafted to address commencement and timing of the development, guarantees for any work done in the public right-of-way, etc.

APPLICANT RESPONSE:

While we appreciate the evaluation of this firm, we feel that a market analysis is not necessary as there is no commercial proposed and we know that housing and the availability to purchase housing, is scarce in Minturn. We also feel we have a balanced housing plan, and should Eagle County or the Town of Minturn have the ability to contribute to this project, we would do even more to ensure its affordability, as that is one of our primary goals.

WQCO LLC – 02/17/21

John Volk

I've reviewed the water drawings and everything looks good to me. All of the units have their own water service lines. The system has adequate main line isolation valves. The construction standards look good. It looks like a pretty straight forward design.

There are two service lines in this area that will need to be properly abandoned at the main. There is a 2" line that used to feed the trailers at 1251 Main and a 3" line that runs down the drive at the Duran house. From looking at the drawings the service lines that need to be abandoned should line up with the proposed 8" lines that are being installed.

APPLICANT RESPONSE:

Please see updated engineering documents.

TRAIL ADVISOR – 02/17/21

Ellie Caryl, Planner/Partner veraCity, LLC - Land Planning, Project Management, Administration

I assume I received the referral because I was added to the Referral list for the Minturn North PUD and remain on the list. Michelle and I will be talking soon about my services but my work on the Eagle Valley Trail is wrapping up as County staff takes over.

I did look over the Belden submittal and am very happy to see they will build a sidewalk along Highway 6 as one amenity. Otherwise I have no other comments. Looks like an interesting project

APPLICANT RESPONSE:

Again, we are not proposing to build a sidewalk, rather; the sidewalk was already shown on improvements slated for/by CDOT and the Town.

COLORADO GEOLOGIC SURVEY – 02/17/21

Amy Crandall, P.E. Engineering Geologist

Colorado Geological Survey has reviewed the Belden Place Planned Unit Development (PUD) referral. I understand the applicant proposes a 27-lot residential development of up to 42 dwelling units within 2.7 acres in Minturn. The site is adjacent to 1251 Main Street and bordered by Highway 24 on the north. With this referral, CGS received a request for review (Email dated February 1, 2021); Civil Plans (Timberline Engineering, January 15, 2021); Final Plat (Slagle Survey Services, January 18, 2021); Subsoil Study for Foundation Design (Kumar & Associates, Inc. (Kumar), September 18, 2019); Transportation Impact Study (TIS) (McDowell Engineering, LLC, October 28, 2020); Environmental Impact Report (Wynn Ecological Consulting, LLC, November 10, 2020); Drainage Report (Timberline Engineering, November 9, 2020); and other documents. The Kumar report references the Minor's Base Camp Subdivision, which (as noted on page 4 of the TIS report) was the previously planned development.

The site does not contain steep slopes or flood hazards, and landslides are not mapped within the project site. According to Eagle County 1041 geologic hazard mapping, the project site is "stable," and the existing slopes to the south of the site are "gentle to moderate." Kumar's report contains a valid description of subsurface conditions and soil engineering properties and makes appropriate recommendations for addressing the site's geotechnical constraints. However, CGS has the following comments.

Below-grade level and shallow groundwater. As noted on page 3 of Kumar's report, "Although free water was not encountered during our exploration, it has been our experience in mountainous areas that local perched groundwater can develop during times of heavy precipitation or seasonal runoff." As indicated on page 7 of the Drainage Report and sheet C.110 of the Civil Plans, the current PUD design includes a below-grade parking area at the south end of the site underneath the proposed triplexes. In a general statement within their report, Kumar recommends (page 6) that "below-grade construction, such as retaining walls, crawlspace and basement areas, be protected from

wetting and hydrostatic pressure buildup by an underdrain system.” CGS agrees with Kumar and recommends that the town require groundwater monitoring/observation. The piezometers should be monitored weekly during and shortly after the snowmelt period and immediately after any storms. A qualified hydrogeologist should review the groundwater information to determine post-storm groundwater levels, estimate groundwater flows, and design surface and subsurface drainage.

Undocumented fill. As noted on page 2, Kumar encountered approximately 1 to 5½ feet of undocumented sand and gravel fill materials in the borings. CGS agrees with Kumar on page 3 of their report, “The undocumented sand and gravel fill is unsuitable for shallow foundation support in its current condition” and “All existing foundations, slabs-on-grade, asphalt debris and undocumented fill should be removed from the proposed building footprint prior to construction.” CGS also agrees with Kumar’s recommendation (page 6), “All undocumented fill underlying proposed slabs-on-grade should be removed and replaced with structure fill...”

The project team should incorporate Kumar’s recommendations regarding the design recommendations (pages 3 through 6), underdrain system (page 6), site grading (page 7), and surface drainage (page 7) in project planning and design. As noted on page 9 of Kumar’s report, “we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted.” CGS agrees with Kumar and recommends that Kumar review the currently proposed PUD and provide documentation confirming the validity of, or modifying their recommendations, specifically regarding the underground parking structure.

APPLICANT RESPONSE:

Please see updated engineering documents.



March 23, 2021

Alison Perry
Perry Land Company,
Vailland.com
perry@vailland.com

Re: **Belden Place**
Engineering/Town Comments
1251 E. Main St.
Minturn, Colorado

Dear Alison,

We have reviewed the engineering comments provided by Jeff Spanel from Inter-Mountain Engineering, as well as the comments provided by the Town of Minturn regarding the Belden Place PUD. This feedback has been helpful as we refine our design. After reviewing the comments, and as we continue to coordinate with interested parties, we do not believe we have encountered any insurmountable requests or requirements as they relate to our work and the PUD as it is currently configured. As such, we are incorporating everyone's comments, and are continuing to develop our plans accordingly. Below is our response to the above-mentioned comments:

Engineering Documents

- 1.) Utility plans are being updated. Noted items will be addressed on updated plans.
- 2.) HOA is prepared to dispose of snow offsite. However, additional snow storage is available on site in the park and open space areas which was not indicated on the plans. The actual available snow storage area is greater than 40% of the road surface area. Plans are being updated to include additional available areas.
- 3.) Easements are being updated.
 - a. Easements will be clarified. Separate, 20' wide, non-exclusive easements will be granted to the Sanitation District and the Town for operation and maintenance of the sewer and water, respectively.
 - b. Noted
 - c. The streets will be privately owned and maintained by the HOA. A Tract will be created and will allow for required uses.
 - d. Easements have been extended and will be included on updated plans.
- 4.) Fire Hydrant Locations have been approved.
 - a. Hydrant locations and distances have been approved by FD. We have a letter from them regarding this. It will need to be updated to address the Planning Department's comment #10.

- b. Fire flow calculations will be adjusted to reflect requested procedure. However, continued discussions regarding construction of fire rated walls may need to occur as the project progresses.
- 5.) Utility plans are being updated.
 - a. Noted.
 - b. Noted.
 - c. Noted.
 - d. Noted
 - e. Coordination with ERWSD is continuing to occur and final plans are being developed. Submittal to ERWSD for approval will occur ASAP. Initial conversations with Tug Birk at ERWSD have been positive and there has been no indication of any insurmountable issues associated with the project.
- 6.) Grading and Drainage Plans are being adjusted and updated.
 - a. The pond at the Christiansan residence (NW corner) has been eliminated with the updated plans.
 - i. Noted, HOA to maintain ponds.
 - ii. Noted. Due to the use of the Boneyard Lot, and the depth of the drainage features, the current plan includes using buried 30" Reinforced Concrete Pipe rather than a swale. Pipe to discharge at the river.
 - iii. Preliminary plan is complete and is ready to be reviewed by interested parties.
 - iv. Correct, no detention beyond water quality treatment is proposed.
 - b. Correct, no comment otherwise.
 - c. We have determined we are able to adjust the drainage so the Christiansan pond can be removed from the plan. Due to utility conflicts in Highway 24, and the required depth of bury through the Boneyard, lowering the stormwater pipe would be difficult and costly. Construction would require excavation and installation of the storm drain at depths approaching 20'. As such, we are not planning to make it significantly deeper. We believe +95%, if not 100% of the adjacent Forest Service Lot can easily be directed to the proposed storm drain. A small quantity of stormwater from Belden place is currently planned to discharge at the southwest corner pond. We are adjusting the grading to direct as much drainage as possible to the Hwy 24 storm drain. However, we do not believe we can eliminate the southwest pond & discharge entirely.
 - d. In the parking garage, we are anticipating the need for a sub-slab and floor drain system. We will also install a trench drain at the bottom of the ramp. All the drains will be tied to a sump pump. The sump pump will discharge to the surface.
- 7.) Roadway Plans are being updated.
 - a. No comment.
 - b. Noted.
 - c. We have changed the sidewalks to 4' wide. Plans will be updated to include ADA requirements.
 - d. The drawings currently indicate vehicle tires tracking within the flowlines of the curbs. Vehicles will overhang as shown on the plans. Plans are being revised to better clarify conditions.

- e. Garage ramp is being revised and updated.
 - i. We are working to reduce the ramp slope slightly and will produce to-scale plans showing break over angles.
 - ii. The ramp will be concrete and heated.
 - f. By others.
 - g. Fee in lieu - negotiations by others.
 - h. No comment.
- 8.) Cost estimate will be reviewed and updated based on revised plans.
- a. The prices in question on the cost estimate reflect prices currently being paid in Gypsum by Vail Land Co. Alison at Vail Land Co. to verify. Jeff Spanel indicated he would follow up with some other references as well. Will be updated and finalized.
 - b. Residential structures will be constructed in a single phase depending on available taps. The roads and infrastructure are planned to be constructed in a single phase.
- 9.) Working on updated Construction Requirements and Specifications.

We appreciate all the feedback and are working diligently to update the design.

Sincerely,

David J Anderson, P.E.
Timberline Engineering, LLC

Minturn Planning Department
Minturn Town Center
302 Pine Street
Minturn, Colorado 81645



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Lauren Dickie
Burke Harrington
Christopher Manning
Jena Skinner

February 24, 2021

Miners Base Camp LLC
Attn: Jena Skinner
P.O. Box
Minturn, CO. 81645

Sent via email: jsdesigns@outlook.com

Re: Belden Place PUD Preliminary Plan Application – Town Staff Referral Comments

Jena:

The Belden Place Planned Unit Development Preliminary Plan application was sent out on a 21-day referral starting on February 1, 2021 and ending on February 22, 2021. You should have received a Dropbox link containing all referral agency comments received by the Town to date; the following letter summarizes the Town of Minturn Planning Department's, as well as the Town Attorney's comments.

Planning Department:

1. PUD Plan and Preliminary Plat – General Comments:

- The land plan and draft preliminary (final) plat are based, in-part, on subdividing duplex, tri-plex and townhome lots prior to construction. As a result, some of the PUD Guide regulatory items addressing setbacks and lot coverage may be overly complicated or confusing. Also, this approach does not follow the processes established in the subdivision regulations of the Minturn Municipal Code. Typically, lots or tracts of land are created (first subdivision filing) followed by construction of duplex, tri-plex and/or townhome units, which are then re-subdivided as foundations and party walls are constructed. Staff respectfully suggests that you consider revising the preliminary plat document to create duplex, tri-plex and townhome lots and tracts that 1) are larger; 2) are sized to accommodate a multi-unit structure; and 3) which allow can be further subdivided following construction. This may also serve to ensure that lot (building) coverage and impervious coverage limitations are calculated based on a larger "parent" parcel in accordance with the Minturn Municipal Code, thus reducing the total number of lots in the "Setbacks" Table or the "Building Coverages" Table as well as the total number of different cover limits.
- Staff supports the land plan, particularly the variation in lot sizes, unit sizes and types permissible using the PUD process. Staff also notes that, overall, the proposed number and layout of lots has not changed significantly from Concept

Plan for PUD review in spring 2020. However, one observation is that, similar to the complexity noted (above) with regard to the number of different lot and impervious coverage limits depending on lot size, the various setbacks – tailored to each lot – presented on the plat and in the “Setbacks” Table may make enforcement more complicated than necessary. Staff respectfully requests that you consider establishing building envelopes on the plat – essentially where the setbacks are shown currently on the draft plat (and which correspond to the placement of homes as depicted on the Site Plan C.110) – and eliminate the need for setback standards in the PUD Guide document.

2. PUD Guide – General Comments:

- Overall, the PUD Guide is well written and provides the type of information needed to properly administer and enforce the PUD. That said, please consider adding the following sections to the Guide:
 - Applicability
 - Conflicts (between the PUD Guide and Minturn Municipal Code/other regulations).
 - Parking Requirements
 - Major and Minor Amendments
- If a new section is added for Major and Minor PUD Amendments, suggest that this section also include language – introducing the section - from the Minturn Municipal Code describing what constitutes a “major” amendment and what the process will be:

“Changes in use resulting in more intensity of development, major rearrangement of lots into areas not previously containing development, overall increases in development intensity or density, and decreases in the area or provisions for open space will require approval by the Town Council following the procedures of this Article for the submittal of a PUD preliminary plan; however, certain submittal requirements shall be waived if determined by the Planning Director and deemed unnecessary given the information already on file with the Planning Department. At a minimum, a revised development plan shall be submitted showing the proposed changes to the plan. An amendment to a PUD may be filed by any owner within the PUD, subject to any homeowner association rules and regulations.”
- Suggest that definitions (Section III) of the PUD Guide document not include regulatory language (i.e., define the term or word, but place associated regulatory language elsewhere in the document).

3. PUD Guide – Specific Revisions/Comments (by page):

- Page 1 – “Accessory Dwelling Unit”: Suggest removing “and is only permitted in single-family homes if parking is available for this additional use; or, if the occupant declares to the Association that they neither own or will own a vehicle (e.g. dependent family member not able to operate a vehicle).”
- Page 1-2 – “Building Height (Definitions): Suggest revising the building height definition to remove weighted average calculation methods. Because the Developer appears to already know what the maximum building height of any structure on the property will be at this juncture (the Developer is controlling the

design, sourcing and on-site installation/construction of the structures), you may, instead, consider increasing the maximum proposed building heights (shown in the Building Height Table on page 7) as needed (as a variation to Town standards) and prescribe the same or similar building height calculation method that is used by the Town (a non-weighted average calculation) whereby structure height is measured to the mid-point of sloping roof elements.

- Page 3 – “Duplex” (Definitions): Suggest the definition, second full paragraph, be revised to read “For purposes of dwelling unit definition each duplex residence counts as a dwelling unit, with a maximum of two dwelling units per duplex structure.” (This may address prohibition of ADUs in duplex structures.)
- Page 4 – “Habitable Space” (Definitions): Suggest removing this definition because the Town does not regulate or restrict habitable space, generally, and the PUD does not seek to regulate maximum or minimum floor area or habitable space.
- Page 5 – Building Placement and Setbacks: Suggest revising this section to accomplish the following:
 - Eliminate reference to setbacks or discuss setbacks as synonymous with the establishment of building envelopes.
 - Eliminate reference to primary lot lines and the ability to subdivide using lot lines that follow the shape of structures; this (subdividing or creation of primary lot lines) in irregular shapes that follow structures is not reflected on the Preliminary Plat and is also something that would be more akin to “secondary” property lines established during the minor subdivision process to split duplex, tri-plex or other multi-family (townhome or condominium) units.
 - For setback (building envelope) encroachments, suggest specifying the maximum number of inches or feet proposed to allow for minor encroachments; also, suggest you consider defining “minor” and “major” encroachments and what happens if a proposed encroachment doesn’t meet the definition of “minor” (will major amendments to building envelopes be permitted?)
 - Suggest the following revision: instead of “...patios and landings less than 30” at ground level,” consider revising to read: “...patios and landings less than 30” above the surrounding natural or finished grade,” and consider providing a graphic showing how this would be measured.
 - Will other utility installations or equipment (alternative energy improvements, utility boxes or similar) be permitted to encroach outside building envelopes/setback areas?
- Page 7 – Setback Notes Table: Note 1 states that if a sidewalk is present on a lot, the setback is measured to “back of curb of Silver Loop ROW” but in other sections (Building Placement and Setbacks, page 5) the document states that setbacks are measured to the property line (which for practical purpose is the same as ROW lines) or that front setbacks are measured from the “internal edge of sidewalk” to account for required parking space dimensions. This (ensuring that minimum space is provided for parking of vehicles) is supported by staff; however, it will be helpful to clarify and be consistent with regard to how setbacks will be measured. This is perhaps another reason to consider creation of

building envelopes – taking into account minimum separation distances between structures as well adequate parking stall dimensions at the front of structures – rather than typical setbacks. Last, consider adding requirements and illustrations to ensure that patios and other improvements permitted to encroach into setbacks/outside of building envelopes allow for the proper installation of utilities as well as proper drainage.

- Page 7 – Setback Notes Table: Notes 2 & 3 may be removed if you choose to create building envelopes.
- Page 7 – Setback Notes Table: Note 4 regarding Christiansan Residence. Staff suggests that because this home does comply with underlying zoning (South Town Residential) but is now being proposed as part of the PUD, you may consider creating a building envelope to reflect the setbacks used when the home was constructed and which will be used to regulate any future development or additions/improvements on that lot; and, therefore, that you remove reference to “AS BUILT.”
- Page 7 - Building Height: Suggest revising or eliminating statement about “Zero degree flat roofs” or provide illustrations showing how flat roof elements can be successfully used. This information may be better positioned under the “Architectural Design Controls” starting on page 8. Also, please consider adding a description of what the minimum acceptable roof pitch will be (2:12, 4:12?) in the PUD.
- Page 7 – Building Coverages Table: Note 1 specifies that sidewalks constructed on private lots will not count toward impervious coverage for individual lots. Where in the PUD Guide or other documents will impervious surface for the development be quantified? Also suggest that you consider revising the Preliminary Plat document to ensure that property lines are established inboard or to the interior of right-of-way lines created for roads, sidewalks (to avoid a situation where some property owners own property to the street - including sidewalks – and others do not). Additionally, suggest removing Note 2 – if Lot 17 is being included within the PUD, staff suggests that this lot should be similarly regulated; that deferring to the Minturn Municipal Code may complicate administration and enforcement.
- Page 8 – Permitted Uses: General comment to consider breaking this section up by lot types, rather than by structure types. In other words, consider organizing this as “Single Family Lots,” and “Duplex/Tri-plex/Multi-family Lots” rather than structures; then, provide a listing of which lots are designated for each type of residential use.
- Page 8 – Permitted Uses: General comment to consider inclusion/listing of “alternative energy” or even specifically “solar energy installation” to the list of allowed uses; this may require discussion of standards or size limitations (i.e, “small scale” verses “large scale” installations; or, “architecturally integrated” installations) elsewhere in the PUD Guide or Design Guidelines.
- Page 8 – Permitted Uses Single-Family Table: Request that reference to ADU on Lot 17 not being considered as a dwelling unit be removed. Also, the definition of ADU within the PUD Guide defines ADUs as dwelling units whether integrated within a structure or not. (Note: ADUs will count toward density per the Minturn Municipal Code particularly for the calculation of water taps, water system improvement fees and fees-in-lieu of water rights (if applicable). Also, could

ADUs be accommodated on other single-family lots if parking requirements are met? Last, please be advised that the Town will not enforce private covenants requiring Association approval for day care home uses; suggest removing this statement from the PUD Guide.

- Page 8 – Permitted Uses Tracts A, B, C Table: Request that the note is revised to only list what the permissible uses are; remove suggested parking restrictions or references to the development plan; or, add a graphic depicting the parking arrangement (to be updated upon final approval of development plans). Please note: parking use within open space areas pursuant to Sec. 16-15-140.(b)(3)(a) – *Areas that do not count as open space*, of the Minturn Municipal Code, will negatively affect open space calculations.
- Page 8 – Architectural Design Controls: Suggest revising “See also PUD Design Standards” to “See also Belden Place Design + Use Guidelines.”
- Page 8 – Architectural Design Controls: Under (1), a. (2) Staff supports your approach to ensure architectural interest throughout the neighborhood. Staff respectfully asks that you consider revising this statement “Each residence shall have at least two (2) elevations...” to read “Each unit model shall have...” or “Each residential structure type shall have...” to reflect what staff believes you are proposing – predetermined model types that need to be differentiated through elevation architecture? (This same revision should be made for “Duplex/Tri-plex or Multifamily Structures” on page 9).
- Page 9 – Architectural Design Controls: Under (1) b., (2) and (2) b. (2) please ensure that this sentence is consistent in both sections – “Zero degree flat roofs are prohibited. Roofs shall be sized and pitched accordingly in consideration of solar technology and/or drainage.” (Note: “...and/or drainage” appears in (2)b(2), but not in (1)b(2)).
- Page 9 – Materials: please consider adding language for roofing and/or siding materials (or specific to metal roofing materials) that restricts the use of reflective finishes; or, which encourages non-reflective or flat finishes.
- Page 10 – Landscaping: Suggest revising minimum planting requirement to meet or exceed the minimums prescribed in the Minturn Municipal Code (e.g., 1 tree per 1,000 sq. ft. of lot area; this would in most instances in the PUD mean that lots would receive two to three trees). Staff also appreciates the requirement for minimum of two shrubs per lot (something not required by the MMC).
- Page 10 – Signs: Suggest revisions to include:
 - Illustration of proposed temporary signs and showing dimensions/measurement methods.
 - Temporary Subdivision Sign – suggest this be limited to one (1) “Site Development Sign” per the Minturn Municipal Code sign regulations. Such signs will also require approval by the Town via sign permit application. Maximum height shall not exceed ten (10’) feet above grade per MMC.
 - Please provide information if possible regarding the proposed location of Permanent Subdivision Sign(s). (Note: the MMC permits one such sign per residential subdivisions but do provide a process to gain approval for multiple signs if there are multiple access drives).
 - Any lighting associated with temporary or permanent subdivision signage will be required to be indirect; no spot lighting will be

permitted unless the fixture is full cutoff, and no uplighting will be permitted.

- Post-construction signage will be subject to Town of Minturn regulations; please note this in this section.
- Pages 10-11 – Lighting: Please review Section 16-17-180 of the Minturn Municipal Code to ensure the language in the code is consistent with the PUD standards particularly with regard to uplighting of flags and/or model homes. Suggest that the MMC permits lighting of the United States flag but with limitations. As a reminder, the Town will not enforce private covenants (in instances where PUD states that lighting can be approved by the Association).
- Page 11 – Storage: Staff supports the intent of this section and applauds the applicant for providing controls on storage and trash containers in the PUD Guide. Suggest the following revisions or considerations:
 - Will trash containers for residential use be required to be stored in a garage or similar enclosure when not put out for collection?
 - Suggest clarifying language related to the removal of temporary construction uses 90 days following completion of construction of the final building; may want to tie this to within 90 days of receipt of a Temporary Certificate of Occupancy, or prior to Certificate of Occupancy, whichever occurs first.
 - In paragraph 2 suggest removing “Miners Base Camp” and replacing with “Belden Place Planned Unit Development.”
- Page 11 – Other Provisions: Suggest removing statement that “at no time shall there be relief from its governance.” PUD zoning could change or be eliminated in the future; suggest either removing this statement or supplementing by stating that it can only be relieved through rezoning action by the Town or something to that effect.
- Page 12 – Other Provisions: Please revise the statement (first sentence of the third paragraph from the top of page) and/or paragraph regarding enforcement; the Town will be the entity enforcing the PUD while the Association will enforce any private covenants.
- Page 14 – Other: Staff may have further comments after conferring with Eagle County (Housing and Development Authority) on this provision to exempt Miner’s Base Camp LLC from housing program requirements. Initially, this does not appear to support the goals of the Town unless the developer is required to provide required deed restricted housing to meet the overall requirement prior to the developer purchasing and exempting units.
- Page 14 – Other: staff is not in support of the buyout provisions primarily as the Town does not currently have a “housing fund” and will have no practical use for buyout fees if paid.

4. Design Guidelines:

- General Comment: The guidelines are well thought out and drafted in a manner that future residents or builders wanting to build in Minturn North will understand the design intentions and process for gaining approval. That said, the Town has historically not encouraged separate, HOA controlled architectural/design review boards or processes independent of the Town of Minturn Design Review Board.

- General Comment: Will the Design Guidelines provide a process for major and minor deviations to setbacks or building envelopes?
- General Comment: Creation of a separate architectural control committee within PUDs in the Town has historically been met with concern over loss of control (by the Planning Commission/Town of Minturn DRB) over design of projects. This (formation of a separate ACC) may be of concern to the Planning Commission and/or Town Council during the review of the application. Also, please note that the Town will not enforce private covenants or architectural requirements.

5. Declaration of Covenants:

- Section 10.14 – Restriction on Signs and Advertising Devices: Suggest this section be revised to include reference to Town approval of signage where applicable; also, this section references election sign restrictions or guidelines but the Design Guidelines do not address election signage. Suggest this section be revised to defer to the provisions of the Minturn Municipal Code.
- Section 10.15 – Outbuildings: Suggest that outbuildings be addressed in the PUD Guide and/or Design Guidelines to ensure that any outbuildings (particularly those not requiring a building permit) count toward overall lot coverage for individual lots.
- Section 10.16 – Trash Removal Restriction: suggest that all garbage cans, trash cans or receptacles shall be maintained and stored in an enclosed area such as a garage, trash enclosure or fenced/screened area.

6. Housing Plan:

- Although the Town has not yet received referral comments from the Eagle County Housing and Development Authority, staff believes the County may have comments aimed at ensuring that the proposed deed restrictions and overall housing plan comply with the Town's housing guidelines and administrative provisions.
- Housing Plan should include restrictions (or a reference to Article 26 restrictions) on short-term rental for any deed restricted or designated local's housing.
- This section (Attainable Housing Program) states that the selection of deed restricted units will be at the discretion of the developer. Staff respectfully suggests that the type and location of deed restricted units reflect the Applicant's stated goals of developing the PUD to provide variety and opportunity – at different price points – for home ownership in the Belden Place neighborhood. Likewise, details regarding the timing of the provision of required deed restricted units should also be considered prior to public hearings before the Planning Commission.
- As a further community benefit and to offset proposed density (and variations in lot coverage, open space provisions) consider a commitment to deed restrict a percentage of units of varying types and sizes/price points as "Locals Only" or resident occupied.
- Please provide explanation or rationale behind the proposed allowance for Miners Base Camp LLC to purchase units and be exempt from the housing program.
- Regarding Selling of Properties (Tier Sales) on page 14, does this section need to specify that these provisions apply to the initial sales and all subsequent sales?

- Item ‘d’ on page 14 references a sunset provision; the Town is not aware of any intent via the Town’s housing guidelines or administrative procedures to sunset any housing related regulations or requirements. Please remove reference to sunset provisions.

7. Landscape Plan:

- As noted earlier, the landscape standards (minimums) specific to tree plantings listed in the PUD Guide and as reflected on the proposed landscape plan (Sheet C.120) appear to be below the minimum requirements for residential developments pursuant to the Minturn Municipal Code. Suggest revising the landscape plan to ensure that minimums are met or request a variation to standards.

8. Open Space Plan:

- The Open Space Plan (Sheet C.132) shows several open space areas totaling 20,633 sq. ft. of open space. Of note, the area running along the south side of Silver Loop and to the north of the multi-family structures, as well as the area located between Silver Loop and the tot-lot include areas for parking. According to the Minturn Municipal Code, such areas for parking do not count as open space.
- The Open Space Plan does not appear to meet the minimum required for a PUD. Section 16-15-160. - *PUD/preliminary development plan; Planning Commission review*, subsection (1) (n) states the following:

“A minimum of twenty-five percent (25%) of the gross land area shall be reserved for common recreation and usable open space. Parking areas, street rights-of-way and minimum yard setbacks shall not be counted when determining usable open space. Water bodies, lands within critical wildlife habitat, riparian ecosystems and one-hundred-year floodplains that are preserved as open space shall count towards this minimum standard, even when they are not usable by or accessible to the residents of the PUD.”

Staff suggests that subsection (h) of the same section of the MMC also states that additional density (over that permitted by underlying zoning) may be offset by increased land dedication for open space, recreation or other public amenities.

At 20,633 sq. ft. of open space (which may, actually, be less considering reductions for areas shown as parking), the PUD offers approximately 17.5% of the required open space dedication. Understanding that you have proposed this project as a locals “attainable” housing project; and, acknowledging the inherent tension between dedication of open space and density when attempting to deliver a project that may be affordable or attainable, staff still suggests that it is likely not sufficient to rely on nearby public lands (USFS or Conservation Easements) to satisfy the open space requirement.

This was an issue during the Conceptual Review before the Planning Commission and staff respectfully suggests that it may well remain an issue

with respect to the Planning Commission and/or Town Council making positive findings of Preliminary Plan for PUD standards.

One alternative would be to reduce the total number of lots. The most impactful revision in this regard would be to eliminate Lots 26 and 27 to increase the size of the tot-lot and to provide more improvements within this recreation area.

Unless revised to show a minimum of 25% usable open space, this (open space dedication) should be listed as a variation to Town standards in a separate document listing all proposed variations of the PUD.

9. Environmental Impact Report:

- Page 3 of the report by Wynn Ecological Consulting LLC states that “A Stormwater Management Plan will be prepared according to Best Management Practices (BMP) guidelines as required by Article 4, Division 4 of the Natural Resource Protection Standards of Eagle County.” Such standards may be above and beyond the Town’s own standards which may be appropriate. However, staff suggests that the Minturn Municipal Code also includes stormwater design requirements and standards (Appendix C – Engineering Standards of the MMC) and these should be consulted and referenced in any management plans and reports as well.

10. Will Serve Letters:

- Please confirm that the letter by Mick Woodworth, FM, Eagle River Fire Protection District dated May 18, 2020 is still valid. Specifically, Mr. Woodworth’s letter and declaration that the District can and will serve Belden Place PUD is predicated on the plans reviewed at that time; that if the plans change the letter is void. Please verify that Mr. Woodworth has reviewed the plans submitted to the Town for Preliminary Plan.

Town Engineer:

1. Comments from Town Engineer, Jeff Spanel, Intermountain Engineering, are attached and have been provided to the Applicant on February 23, 2021.

Town Public Works:

1. Would like to try to loop the water line.
2. Central open space should be a snow dump in the winter.
3. Individual lots snow storage isn’t quite feasible.
4. Detention ponds in corners of development are great.
5. Curb stops for water service should be in a relatively same spot relative to the lot for easy finding.
6. Isolation valves should be considered at two places on the loop so that not every homeowner is affected should there be a leak and water needs to be shut off.

Town Attorney:

1. Final Plat:

- Certificate of Dedication and Ownership
 - Roads and Open Space should be dedicated to the HOA, and dedicated for the purpose of Public Access and Use. Any other common elements should be dedicated to the HOA.
 - All new easements (see specific feedback below) should be contained in the CDO and dedicated to specific entities (i.e. the Town, the HOA, ERWSD, etc.), not only described in Easement Notes.
- Additional Necessary Certificates
 - Lienholder Certificate: ANB Bank
 - DOT recorded December 19, 2018 as Reception No. 201821567
 - Assignment of Leases and Rents recorded December 19, 2018 at Reception No. 201821568.
 - Eagle River Water and Sanitation District Certificate to accept new and vacate existing sewer easements. Please confer with ERWSD as to form.
- General Notes
 - 1) (iii) Reference to Lots 29 through 32 includes Lot 30, which no longer exists but is described in Duran Subdivision lots.
 - 5) easement should be in Notes for Created Easements and in Certificate of Dedication and Ownership. Dedicate to HOA.
 - 6) Strike (III) HOA By-laws and (IV) HOA Articles of Incorporation – neither should be recorded; if recorded, plat cannot be made subject to these documents.
 - 7) Change “exempt from” to “not subject to” side building setbacks.
 - 8) Town code requires resurvey and administrative replat at time of foundation. Strike note.
- Notes for Created Easements
 - These easements should be dedicated in the Certificate of Dedication and Ownership
 - 9) Sewer easement should be dedicated to Eagle River Water and Sanitation District
 - Notes 10 and 11 are redundant and unclear as to purpose for each.
 - Blanket easement is not permissible.
 - Need to be clearly depicted on plat sheets.
 - Permanent maintenance and access type rights should be dedicated to the HOA as developers often forget to convey the easement later.
 - More temporary installation, construction access and improvement rights can be addressed in “Developer Rights” provision of HOA Covenants.
 - Note 11 reference to an unrecorded Site Plan is not acceptable.
- Additional Easements to be Vacated or Depicted
 - ERWSD easement on Lot 31 recorded November 18, 2011 at Reception No. 201121532.
 - Apparent overhead utility line easements as may be depicted on Improvement Location Certificate by Archibeque Land Consulting Ltd., dated 5-18-18, No.

14190. Please confer with Xcel regarding these overhead lines and any recorded or unrecorded easements they may claim.

- Additional Lots to be Created
 - Lots 7 and 17 should be subdivided further to provide for additional open space parcels to be dedicated to the HOA, as depicted on C.132.
 - Note: Christiansan residence appears to encroach into 50 foot “no build” setback depicted on Plat Sheet 3, Lot 17.

2. Title Commitments:

- Must be updated within 30 days of execution.

3. Subdivision Improvements Agreement and other legal matters:

The Town has a form Subdivision Improvements Agreement that we will provide shortly. We have reviewed your narrative and civil engineering sheets with an eye towards certain commitments being made that should be memorialized in a SIA in addition to the items contained in the Town’s form. These additional commitments and legal issues are discussed in the following section.

- Phasing. The Applicant needs to contemplate its phasing plan, not only as it relates to the sequencing of residential construction, but also to the construction of improvements. The narrative states at various points that this is a single phase project, but being constructed in three phases. We acknowledge that due to the limitation on water taps, phasing of residential construction will be necessary. But, if the Applicant intends to construct all improvements in a single phase, then it must secure all improvements until constructed and accepted by the Town. Developing an infrastructure phasing plan for improvements that tracks residential construction may limit the Applicant’s risk and better order the construction of improvements. An additional SIA would be necessary for the second phase of development.
- Stormwater Drainage. We will need to further discuss cost sharing, dedication, maintenance, and ownership of any off-site drainage facilities, in addition to any cost-sharing. Further, it appears that the stormwater diversion facility being proposed from the stormwater impoundment located on OS1 crossing Highway 24 will pass through the Town’s Boneyard property to reach the river. The Boneyard Property is subject to a conservation easement with the Eagle Valley Land Trust, and for which Eagle County has certain rights. As such, EVLT has a right of notification and approval for any easements and holds all development rights upon the property. The Town can approach EVLT at the appropriate time to start discussions regarding this improvement and how it conforms with the purpose of the conservation easement.
- Stormwater Retention Ponds. Because most of these do not drain, but instead will evaporate or percolate, the HOA will need to be responsible for maintenance and cleaning out silt accumulations.
- Sidewalks. The discussion of sidewalks is of great interest to the Town as these amenities will need to meet Town standards and fit into the pedestrian network. This will be incorporated into the SIA. Additional discussions will be necessary

to discuss the development's contribution to the Highway 24 sidewalk project along the property's frontage.



- Bus Shelter. The Town supports the Applicant's offer to assist with construction of a bus shelter. ECO Transit will need to be brought in to discuss its timeline for such work, engineering standards, and other matters.
- Crosswalk. The Town shares the Applicant's desire to locate a crosswalk within close proximity to such residential density. The process for obtaining Colorado Department of Transportation approval can be challenging. The Town and Applicant would need to work closely to accomplish this goal, as will be provided in the SIA.
- Public Land Access. The Town supports the Applicant's suggestion to provide public access onto neighboring federal public lands. This will require further discussion with the U.S. Forest Service regarding potential recreational impacts on the subject lands.
- Open Space and Recreational Amenities. Please refer to notes regarding creation of additional open space parcels not depicted on the plat. Applicant should consider the phasing plan in the dedication of all open space parcels and construction of recreational amenities. Deeds should refer to public use of the open space parcels as the Town does not support the creation of private parks. Deeds must have restriction on further subdivision, development, conveyance. Further discussion regarding any possible variance for open space dedication amounts.
- Construction Materials. FireWise construction materials use will be incorporated into the SIA.
- CDOT Access Permit. The Applicant needs to discuss its process for obtaining a CDOT Access Permit, which is required at Final Plat.
- Restrictive Covenants. A restrictive covenant should be recorded that limits the amount and timing of outdoor irrigation.
- Affordable Housing. A deed restriction will be necessary to enforce the community housing ordinance.


4. Belden Place Declaration and Bylaw Review:

Declaration of Covenants, Conditions and Restrictions for Belden Place (the "Declaration") and the Bylaws of Belden Place Owners Association, Inc. (the "Bylaws")

1. THE DECLARATION.

Recitals: ***OK***


§1.4(f): Definition of "Attached Residential Unit" → This definition read with the Plat and the other lot, unit, and building definitions may be confusing. Plat identifies Lots as "Single Family" "Duplex" "Tri-plex" and "Multi-Family"  Either the Declaration or the Plat should be revised to use the same defined terms.  At a minimum, clarify whether Condominium Units are included or excluded from this definition.

Unintended confusion may arise from defining different types of Units, Lots and Buildings, consider following alternative definition 

“Lot” refers to a platted parcel depicted on the Plat, which may be independently owned, whether improved or unimproved. Lot is synonymous with “Unit” as used in CCIOA.


“Unit” means a physical portion of the Community designed for separate ownership or occupancy, the boundaries of which are described in this Declaration or depicted on the Plat. The term shall refer to the land, if any, which is part of the Unit as well as any Improvements thereon. Each dwelling in a multi-dwelling building shall be a separate Unit.


To the extent that §1.4(u) “Improvements” incorporates buildings and all other structures that may be constructed on the Property, it may not be necessary to define the different types of buildings in the Declaration.

§1.4(m): Definition of “Common Expense”, and the Declaration in general, could be more specific as to the costs, expenses and liabilities that are included. For example 

“Common Expenses” means:

- i. any and all of the Association’s costs, expenses and liabilities including, without limitation, costs, expenses and liabilities incurred for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Property and the Common Area; (B) providing facilities, services and other benefits to Owners and their Guests; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created in the Governing Documents, (D) levying, collecting and enforcing the Assessments; (E) regulating and managing the Community; (F) operating the Association; (G) utilities not separately metered and billed directly to Unit Owners;
- ii. other expenses declared to be Common Expenses pursuant to the Governing Documents or the Act, and expenses agreed upon as Common Expenses by the Association; and
- iii. reserves for any such costs, expenses and liability.

§1.4(n): Definition of “Community” or “Belden Place” is not much different from “Property” and it may conflict with the CCIOA definition of “Community” at CRS 38-33.3-103(8) 

§1.4(q): Definition of “Condominium Unit” → See comments on **§1.4(f)** above. May not be necessary to define this separately from Lot or Unit. If it is used, it should be revised to specify that Condo Units are Units with horizontal boundaries. 

§1.4(y): Definition of “Multi-Family Building” → See comments on **§1.4(f)** above.

§1.4(z): Definition of “Multi-Family Lot” → See comments on **§1.4(f)** above.


§1.4(hh): Definition of “Single Family Detached Lot” → See comments on **§1.4(f)** above.


§1.4(jj): Definition of “Unit” → See comments on **§1.4(f)** above.


§1.4(jj): Definition of “Vacant Lot” → See comments on **§1.4(f)** above.

§§1.4(##) ADD DEFINITIONS:


“Allocated Interests” means the Association votes assigned to each Unit and the Common Expense liability allocated in Article III § 3.4 

“Guest” means an Owner’s family members, tenants, occupants, invitees, licensees, employees, contractors, or agent 

“Limited Common Elements” means portions of the Common Area allocated by the Declaration, or by operation of C.R.S. § 38-33.3-202(1)(b) or (1)(d), for the exclusive use of one or more Units but fewer than all of the Units 

“Managing Agent” means a person or entity that the Association may engage to perform certain duties, powers or functions as the Board may authorize from time to time 

Should also define: PUD; Mortgage; Mortgagee; First Mortgage; and First Mortgagee 


§2.4 Mechanic’s Liens. Language is fine, just seems misplaced under this Article – seems more of an Association Power or Use Restriction. 

§2.5(c) to (j): Language is fine, but again, seems misplaced as these are clearly Association powers.


§2.6 Disclaimer of Liability. See comments to §2.4


ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS


- Consider inserting Association powers from **§§2.4 and 2.5** in this Article.

§3.4 Allocated Interests. In this provision, or in a new provision added to this Article, it would be prudent to address membership classes that exist or may be added so that, when appropriate, owners within a membership class get to vote on matters that only effect their class. For example, it would make some sense to distinguish classes based on type of residential Unit, i.e.: Condo; Duplex; Triplex; or Single Family. Another alternative would be to have a separate class for Condominium Units and another for all other types of ownership. 

ARTICLE 4. BOARD OF DIRECTORS


- In addition to the comments on **§3.4** above, it may be appropriate to provide for election of 1 Board member by a certain membership class, or each membership class, to ensure that each class is equally represented on the Board. For example, the Condominium Unit Owners’ right to elect at least 1 Board member should be reserved. 


§5.3 Annual Assessment. Consider increasing the vote necessary to veto the budget from a majority to 67% or higher. 


§5.4 Special Assessment  Clarify that Special Assessments may be levied for maintenance, repair or replacement of existing “Improvements” within the Common Area, or for construction of new capital improvements. Recommend removing


provisions for ratification pursuant to the budget ratification process provided for in CRS 38-33.3-303(4).


- Requiring Owner approval for special assessments is impractical for any Association, more so for Mountain Communities due things like extreme weather and high percentages of disengaged second homeowners, and will impede the Board's ability to efficiently manage the Property. Consider excluding Special Assessments for Common Expenses incurred in emergencies from any Owner approval vote requirement. If Owner approval is going to be required for any Special Assessment, lower the approval requirement to something like a majority of a quorum of Owners, or set a dollar amount limit for special assessments that may be levied without Owner approval. Another alternative would be to require a majority of Owners to approve special assessments for capital improvements, and exclude expenses related to maintenance, repair or replacement of existing "Improvements" within the Common Area from owner approval requirements


§5.7 – specify a minimum amount of interest or late fee to be charged if the Board does not promptly establish those amounts 


§5.10 – Clarify that the Working Capital contributions are due upon any sale of a Unit at any time. Additionally, the working capital fund does not need to be held in a segregated account, it can be held with the Association's reserves or operating funds, and need only be distinguished as a line item in the Association's budget, balance sheet, or other financial records 


§6.4 – The last sentence providing that any request for architectural approval that the ARC does not approve or deny within 30 days is "deemed denied" may be invalid or otherwise unenforceable to the extent a denial without a written explanation conflicts with earlier parts of this provision, and because such a denial would very likely be arbitrary and capricious 


§6.6 – 6 months may be insufficient in an area where the outdoor building season is 3-4 months. It may also unintentionally overburden the ARC if all requests for approval for projects that require warmer temperatures are made in Nov/Dec/Jan. 


§6.10 - Anything that purportedly "waives" or "releases" a person's right to sue may be invalid regardless of inclusion in the Declaration. To the extent that indemnity as to the parties and matters addressed in this section is not addressed elsewhere, this provision should be revised to address indemnification. If such indemnification is addressed elsewhere, this could be deleted 

§7.1(b) - Should clarify what additional real or personal property lying outside the Community could the Association assume the obligation to maintain or repair 


§7.3 – Should clarify that the Association may enter a Unit and perform necessary maintenance or repair work to the Unit or Common Area Improvements adjacent thereto, without prior written notice, in the event of an emergency to protect another Unit or Common Area Improvements from damage 


§9.2(a) – See **§7.1(b)** comment, this provision should address any insurance obligation the Association may have for property lying outside of the Community 


§9.13 - See comment to **§6.10** above. It is unclear what the purpose of this section 9.13 is. 


§9.18 – See comment to **§5.4**, and note that collection of the expenses addressed in this section are probably already included in **§5.4**. At a minimum, recommend removing provisions for ratification pursuant to the budget ratification process provided for in CRS 38-33.3-303(4). 

§10.1 – Recommend removing last 2 sentences to the extent it suggests any right to selectively enforce the Governing Documents, which is prohibited under applicable law. Alternatively, replace the last 2 sentences with the following:


Failure to enforce any provision of this Declaration or other Governing Documents shall not operate as a waiver of any such provision or of any other provision of this Declaration 

§10.1(a) – Revise, restrictions on use of a Unit must be in the Declaration. See CRS 38-33.3-20. 


§10.1(b) – Revise, the Declaration can only be amended by the Owners in most circumstances. See CRS 38-33.3-303(3) 

§10.9 – Generally - Unit occupants are permitted to park certain emergency vehicles within the Association if the resident is a member of a volunteer fire department, a law enforcement employee or an emergency service provider employee; parking the emergency vehicle at the residence is a condition of employment; and parking the emergency vehicle does not obstruct emergency access or unreasonably interfere with use of streets, driveways or guest parking. See C.R.S. § 38-33.3-106.5 

§10.9(g)(h)(i) – These provisions could probably be stated in Rules and Regs rather than the Declaration.


§10.14 – Regulating the display of flags and political signs is restricted by C.R.S. § 38-33.3-106.5 

ARTICLE 11. DISPUTE RESOLUTION PROCEDURES


- Suggest providing for Claims to mediated by a media  mutually agreeable to the parties, then JAG or JAMS if they cannot agree.
- Could limit requirement to use JAG for mediation of Construction Defect Claims.


§11.5(c) – only mandate arbitration for Construction Defect Claims.


OTHER DECLARATION NOTES:


- Add Article/provisions regarding Mortgagee Right 


2. THE BYLAWS

§2.1 – Second sentence: revise because the current language conflicts with language in 2.3(c) which contemplates ownership by more than 1 person  Also state whether there are multiple classes of membership if Declaration is revised accordingly.

§3.5 - This provision is not necessary and may be in conflict with CCIOA and/or Nonprofit Act requirements that Meeting Notices be given to all Owners/Members. Regardless of an Owner/Member's right to vote, which may be suspended, they still have a right to attend and participate in discussion at all meetings 

§3.8 - This is fine, but note that the minimum quorum requirement is 20% 

§3.11 – Suggest revising to state: “A secret ballot is required for all contested Board positions, and also any other vote if requested by 20% or more of Owners. When a vote is conducted by secret ballot neutral third parties, or randomly selected non-candidate Owners, will count ballots. The results of the vote will be reported without reference to names, addresses, or other identifying information.” 

§4.1 - Will the initial Board appointed by the Declarant consist of 3 directors? If not, state how many will initially serve during the Declarant Control Period. Suggest revising to make increases or decreases to the number of Board members by amendment of the Bylaws. Include reference to election of specific number of Board members by a specific membership class if appropriate Declaration changes are made 

5. Affordable Housing Deed Restriction

- The developer needs to facilitate referral comments from Eagle County Housing. If the referral indicates that resident/employee occupied housing is the appropriate form of housing mitigation, the Town has a form resident/employee occupied deed restriction.

Jena, this is a well thought out application and is organized in a manner that allowed staff and other referral agencies to review multiple sections and reports. As with any application of this type, the amount of information and levels of detail necessary to ensure proper review and, therefore, good decision making, is incredible and time consuming to fully review. We appreciate your patience as we have done our best to review the application in a timely manner and to provide thorough and thoughtful comments aimed at making sure the PUD can be developed and regulated in the best possible manner if ultimately approved by the Town.

As you review these comments and make necessary revisions to the PUD Preliminary Plan, PUD Guide, or Declarations of Covenants, please keep in mind that these documents will provide the backbone for the Town's and the HOA's ability to implement and enforce the terms of the PUD. Our comments are provided in this spirit to ensure clear interpretation and enforcement of the documents and, therefore, the practical application of the design and regulatory intent of the PUD.

Last, as staff and the Planning Commission continue to review the plans, additional comments from staff may be offered as suggestions or requirements to be addressed prior to or during any final plan application, Final Plat and/or Subdivision Improvements Agreement review.

Please contact me at (970) 827-5645 or at (970) 343-2161 if you have questions or require further assistance in this matter.

Sincerely,



Scot Hunn, AICP/MPA
Planning Director

Cc: Michelle Metteer
Michael Sawyer
Jeff Spanel
Arnold Martinez
Madison Harris
File



PUD PRELIMINARY PLAN APPLICATION
PUD PLAT & ZONING AMENDMENT
Town of Minturn, CO

Belden Place
Residential PUD/Subdivision

PUD Preliminary Plan Application

Included: Additional Preliminary Development Plan (Plat) &
Character Map (Zoning) Amendment Application

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	Background
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Appendices

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SECTION 1: APPLICATION INFORMATION

Town of Minturn, Colorado

Application(s): *Submittal 1 - Combined PUD Concept*
 Submittal 2 - Preliminary PUD Development Plan & Zoning Amendment
 Submittal 3 - PUD Final Plat

Application Team:

Property Owner/ Miners Base Camp, LLC
 Applicant: Don and Beverly Barnes
 Edwards, CO 81632-1794

Applicant JS Designs Graphical Services
 Representative Jena Skinner, AICP
 Principal: Minturn, CO 81645-0116
 970-331-9791
 jsdesigns@outlook.com

Civil Timberline Engineering
 Engineering: David J. Anderson, P.E.
 Carbondale, CO 81623-842
 (970) 963-9869
 timberlineengineering@gmail.com

Surveying: Slagle Surveying
 Matthew S. Slagle PLS, CFedS
 (970) 471-1499
 matthew@slaglesurvey.com

Please send all information and or questions
 to applicant representatives.

Applicant Vail Land Company
 Representative: Alison Perry
 Edwards, CO 81632-
 1794

 970-306-2264
 perry@vailland.com
 McDowell Engineering
 Traffic Kari McDowell, P.E.
 Engineering: Eagle, CO 81631-4259
 (970) 623-0788

 kari@mcdowelleng.com
 Lighting: Cullen Lighting Design
 Kate Cullen
 (817) 808-2108
 kate@cullenlighting.com

The Project is comprised of six (6) parcels. These parcels are all
 currently under Title to Miners Base Camp, LLC

The six (6) parcels are identified as:

Parcel 210335101041 – 1251 Main Street
 Parcel 210335101040 – 1217 & 1221 Main Street
 Parcel 210335101038 – 1201 & 1207 Main Street
 (A.k.a. The “Christiansan Property”)
 Parcel 210335106001 – 0078 Vista Barranco
 Parcel 210335106002 – 0046 Vista Barranco
 Parcel 210335106003 – 0030 Vista Barranco

*Please note this image shows the parcels and buildings present when
 purchased. All buildings have been since removed except on Lot 1
 and Lot 2, which will be removed in Spring of 2021 or sooner.*



SECTION 2: WRITTEN APPLICATION

WELCOME TO BELDEN PLACE

Founded by mining and railroad workers at the turn of the century:

"Minturn has adapted to several major changes in the local economy over the decades, including the development of Vail and Beaver Creek ski resorts, the closing of the Gilman mine, and the abandonment of rail lines through Minturn. Despite this transformation from the Old West to the new, Minturn maintains its distinctive character, architecture and quality of life."¹

In 2020, Minturn continues to be a place filled with neighbors who know each other; and where a sense of a strong community lives on. Whether it is within the downtown area, or located in a particular "block" - each 'section' of this wonderful township is boasts an eclectic personality.

"...TO BELDEN!"

Below what would become Gilman were a myriad of mines: Ida May, Little Duke, Ground Hog, Belden, Iron Mask, May Queen, Kingfisher, Little Chief, Crown Point, and Little Ollie, the oldest dating back to 1878. On May 5, 1879, a Judge by the name of D. D. Belden discovered what would become Belden Mine, a lode so famous that the whole strip of subterranean activity below Battle Mountain and Gilman along Eagle Gulch would later become known simply as "Belden." Later that year, a local newsman discovered what would be developed into Iron Mask Mine, the principal producer of lead and zinc within Colorado for decades.

Located on treasured land that has been in the hands of true Minturn locals for more than 50 years, this project will offer sensible homes that reflect the historic scale and appearance of old and new homes littered throughout town. These homes will be priced in order to ensure locals have a chance to remain in Minturn for years to come. More precisely, the Belden Place Design Team wishes to provide:

- Attainable homes for local, resident families;
- A comprehensive neighborhood that does not overload Town services and support while supporting new residents with what is needed for quality of place;
- A much-needed and thoughtful array of home choices including the "missing middle"² home choice, necessary in order to fill the financial 'gap' in the existing housing market for reasonably priced homes for average income earners.

Situated adjacent to National Forest property on the south and west sides and dedicated public open space and river access to the north, this neighborhood includes wonderful views. Located adjacent to public transit and within 3 mins drive time of the downtown and 15-20 mins of major employers, it is the ideal, walkable spot to house young professional locals, or those long time Vail Valley locals longing to live in a small-town community in the upper valley.

Driven with local Minturnites in mind, the community creators of this project are voluntarily placing buyer-restrictions on homes to ensure second-home owners are not going to be able to scoop up these viable residences out of the gate. This helps to ensure Minturnites are not displaced in their own backyards as has been familiar with for-sale properties currently on the market³. This is primarily due to the unchecked real estate market in a resort environment.

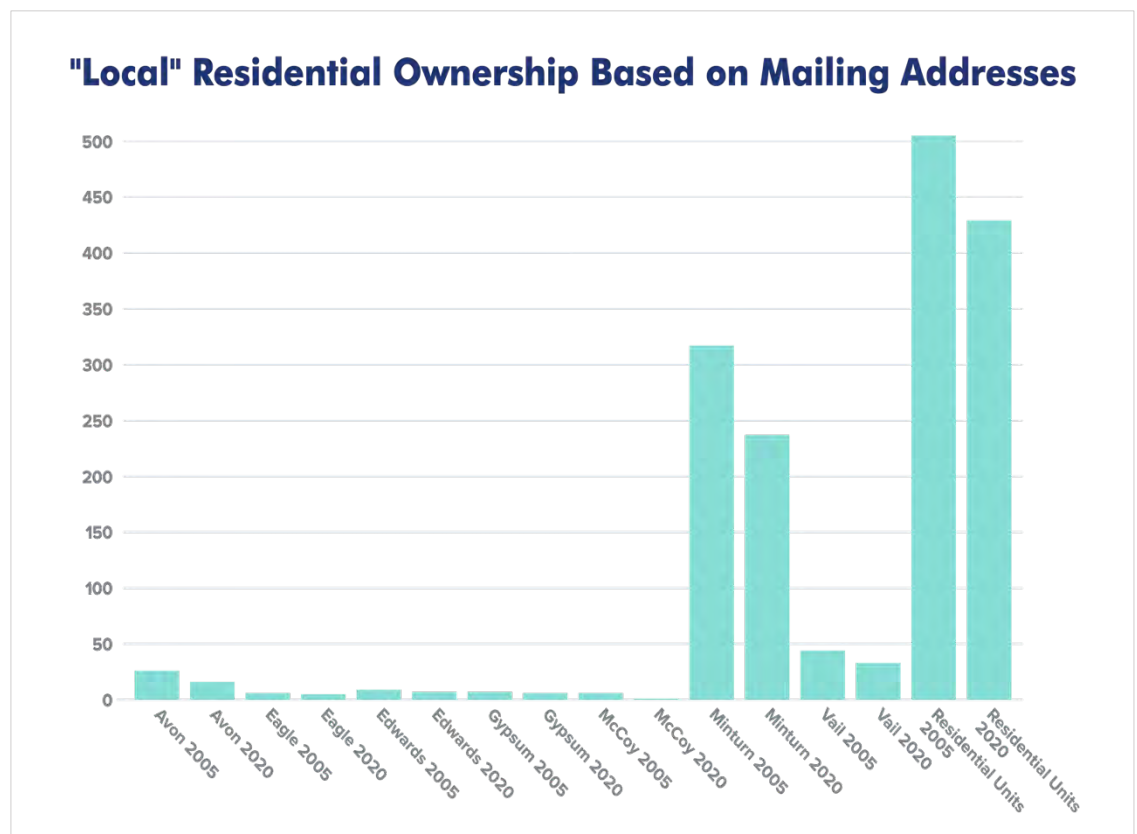
¹ <http://minturn.org/community/MinturnHistory/index.html/2019>

² "Missing Middle" was coined by Daniel Parolek of Opticos Design, Inc. in 2010 to define a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living. <http://missingmiddlehousing.com>

³ [2018 Housing Needs Assessment](#)

Due to Minturn's proximity to Vail, Minturn has always had "inflated" housing prices in comparison to Eagle and Gypsum. Available properties have such high land costs new buyers have to be able to afford to pay for the lot and either completely remodel the unit or tear down the existing residence and build a new one in its place. That cost effectively eliminates the ability of most local, non-professional residents to buy and/or re-build in Minturn. This forces locals to rent homes with roommates to help offset overhead; or, they look down valley if they wish to purchase a new home. Unfortunately, even down-valley housing prices are running high resulting from demand created by the 2020 COVID-19 housing boom. Simply, many long time Minturn owners are land rich/cash poor, and are not able to rebuild or replace old homes in need, resulting in no choice but to sell their property and purchase of new home elsewhere outside of Minturn. This is especially true since we have experienced the effects of COVID-19 and the significant decrease in employment in one of our largest sector: hospitality. Even more concerning is the condition of housing for older or retired persons, or low to middle income-earning families who are doing what they can just to continue to be here. This is simply not sustainable for a town that was established by the working-class.

Even before the pandemic hit, the replacement of local home ownership by second homeowners (entities outside of *Eagle County*), and Airbnb properties that began replacing long-term rentals was evident. We also know that many aged homes – particularly small, dense mobile home clusters were removed and not replaced. Out of concern, a brief study was conducted comparing local home ownership in 2005 to that at the onset of 2020, pre-pandemic. Not only does it appear that Minturn LOST approximately 76 units, local home ownership is declining in general.



What gives Belden Place significant impact to Minturn in its design. Using modern, compact development principles with heavy considerations to the potential financial impacts to the Town and locals as a foundation, this new PUD incorporates the use of a variety of lot sizes and unit sizes as found throughout the Town. At present, creating a comprehensive and complete infill neighborhood only be achieved through a PUD. This process will allow general consistency with the municipal code while maximizing the “highest and best use” and attainability of the homes in this project for locals. In order to offer homes that are not luxury, this project is being developed in such a way as create an old-school neighborhood where new residents share family values, incomes, and lifestyles. Importantly, Belden Place is a neighborhood that will offer buyers a choice of what kind of home they wish to live in according to their needs and financial means by using a mix of single-family, duplex and multi-family units. Effectively, by offering a variety of housing types this helps diversify initial home prices preserves the dignity of buyers not having to move away from Minturn because they can’t afford what’s on the market.

Character is an important value of the developer, and the goal is to not affect other properties; rather, Belden Place aims to fit in with other properties regarding the intensity of how properties are used currently. Architecturally, the design of the houses is consistent with the development style that has been more recently implemented in Minturn as older homes are replaced with new residences. Diversifying the housing inventory of Minturn provides more affordable lifestyle alternatives to either the older, luxury, or market-inflated single-family homes, condos or apartments, more commonly found in town.

This project also comes with great financial benefits with extremely low development impacts to the Town of Minturn. By keeping streets privately maintained this saves the Town immediate and long-term maintenance costs. The Town will receive construction fees, attainable units without having to contribute financially, significant taxes, and several of the water taps are already in ownership of the developer (15 residential taps come with this project). Further, a bus stop is already anticipated immediately adjacent to this neighborhood and has been a consideration of the project design.

This neighborhood also includes its own central community greenspace (micro-park) where kids can play, and adults can matriculate while watching their children. Further, Belden is immediate to two (2) different forms of public open space lands for those who need a break from the valley floor or if they wish to fish on the river. This open space has already been funded by tax payers as a beneficial use slated for every person, homeowner or not, regardless of what their communities have as complementary private assets.

Finally, we need to make a point about what we could do with this development, but are choosing not to for significant reasons. We *could* use the existing zoning and do a low-density residential development (NIMBYS would love it!). It would be so much easier logistically, and the financial backers would profit greater. Minturn would still receive a substantial economic windfall like it has from other piece-meal redevelopments, and we wouldn’t have to provide a playground. We wouldn’t have to do expensive underground parking either, and new homes would be priced in the millions attracting second-home buyers in a heartbeat. Why we are CHOOSING to do things the hard way is because we know that luxury developments will be the death of Minturn as we know it. We must invest in locals, and without help in reducing land costs by the public sector replacing old homes by scraping and rebuilding only is available to

high-income earners or second home owners. This does not help in maintaining a sustainable local workforce.

BACKGROUND



IMAGE ABOVE. The subject lots were previously subdivided as part of the South Minturn Addition. The three (3) lots center, (under the yellow overlay), were formally Lot 30 of the same subdivision that was resubdivided into the Duran Subdivision in 1994.

The proponents of this project are comprised of multi-decade valley locals. This group has acquired six (6) contiguous properties in South Minturn that were formally owned by long-time Minturn families. All properties (except Lot 1 of the Duran Subdivision formally owned by former Minturn Mayor Hawkeye), contained homes 40+ years. The farthest property to the east contained multiple, degraded mobile homes built in a time where construction was considered sub-standard (pre-1995).⁴ All of the mobile homes have been removed on Lot 32; one needed asbestos abatement. This is all too common in older homes on or before 1980. We are giving the Duran home (circa 1995 and in great shape) to a new owner at the sole cost of its removal (now that's affordable!). The Christiansan homes (formally 2-individual units as shown on the far west lot) have been rebuilt/replaced with an ADA compatible primary unit complete with an ADU above its own garage. The homes on the central south lot have been removed, and the old house on Lot 2 will be removed as well as it is not able to be moved or reused.

Concerned with the local housing market, the applicants realized that this location was perfectly suited for attainable housing- and for many reasons. Its proximity to public lands and the perpetual riverside open space (Boneyard) as well as other Forest Service lands; its location on a major transportation route; and importantly, its closeness to major employment centers.

⁴ <https://prosperitynow.org/blog/most-inadequate-condition-manufactured-homes-were-built-after-introduction-federal-building>

Containing relatively flat slopes and excellent soils these highly developable in-fill lots are completely suitable for new construction.

Since this project contains elements that require flexibility from the underlying zoning and development code of Minturn, this application includes a Planned Unit Development (PUD) overlay, which is based in modern zoning practices. This PUD has been specifically created to manage bulk and form of structures, as well as buyer restrictions and so forth. It has been written with the understanding and knowledge that this project will not only be entitled by the owners, but will also be constructed by a team selected by the owners. This simplifies the need to ensure every architectural detail etc., be addressed at this time. This also means that the builders will know exactly what and how to construct in this development, providing a level of predictability that other developments that only sell lots, do not have. Essentially, the community creators of Belden Place will be involved from initial application, directly through processes and up until homes are sold. This provides consistent design and ensures development, best-practices are employed.

The next section of this application will focus on how our project conforms to the Town Code and Community Plan.

SECTION 3: COMPLIANCE WITH CODE AND COMMUNITY PLAN

The following narrative follows the applicable sections of the Development Code for the Town of Minturn, as well as any applicable master plans.

SEC. 16-15-10. - PURPOSE & GENERAL PROVISIONS.

The purpose of the Planned Unit Development (PUD) Overlay Zone District is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of this Code and the Community Plan. An applicant for a PUD must demonstrate that departure from existing ordinances is warranted and that the proposed PUD significantly contributes to the following:

- 1. Provides for new technology and promotes innovative and efficient land use patterns;*
- 2. Permits the integration of land uses and contributes to trails and pedestrian circulation;*
- 3. Preserves valued environments and natural resources and achieves a more desirable environment;*
- 4. Maintains or improves air and water quality;*
- 5. Provides for a wide range of housing opportunities;*
- 6. Improves the overall design character and quality of new development;*
- 7. Permits the integration rather than separation of uses, so that necessary facilities are conveniently located in relation to each other;*
- 8. Establishes land use patterns that promote and expand opportunities for public transportation and trails and for safe, efficient, compact street and utility networks that lower development and maintenance costs and conserve energy;*
- 9. Preserves valued environmental, historic or mineral resource lands and avoids development in natural hazard areas;*
- 10. Maintains and enhances surface and ground water quality and quantity;*
- 11. Provides applicants the opportunity to contribute to the Town's multi-use trail system; to provide and maintain access to public lands and rivers;*
- 12. Establishes incentives for applicants to encourage the provision of long-term affordable housing; and*
- 13. Is consistent with the purposes and goals of the Community Plan and these Land Use Regulations.*

APPLICANT RESPONSE:

The Belden Place Design Team seeks the utilization of the PUD process and zoning for the following reasons:

1. Using modern, compact development principles and design, this PUD incorporates the use of a variety of lot sizes and unit sizes in order to maximize the “highest and best use” and attainability of the homes in this project. In order to offer homes to locals and average wage earners, this project is being developed in such a way as to create a real comprehensive neighborhood with quality of place where new residents share family values, incomes, and lifestyles, captured in one zone district.
2. We understand density is a hot topic. What density is, is simply a math equation. There is no magic number for density for what is “good” or “bad”. Density is neither the problem nor solution, rather; it’s the inability to pay one's debts that is the concern, and

density is factor of this reality (Density typically equates to affordability by use of volume). It also isn't a function of one zone or area in Minturn. There are pockets of higher and lower density developments littered throughout the town of Minturn. This brings diversity, variation and character. It also creates eclectic nodes and spaces, and it brings lifestyle and income-bracketed choices to residents. But, in order for us to create the needed density, we need to implement a customized zone district that allows for this element and promotes sustainability for Minturn.

If you like numbers: The linear foot of piping and asphalt costs more with less users on larger lots vs. use of more units using smaller lots. The rub: we are all taxed at the same rate meaning infrastructure costs the Town more to provide services. The Town then receives less ongoing revenue to maintain services as pipes and streets age. Our goal is to create a neighborhood that has initial purchase attainability AND avoids high-overhead infrastructure maintenance costs after the home is purchased. To do that, smaller lot sizes are required. The only way to implement a low density land plan and cover high-maintenance costs for a neighborhood (and to the Town) is to build luxury, which typically is unattainable for the average wage earner. Luxury priced-homes are affordable to a much smaller percentage of end users- many of whom desire a second home in our resort community, limiting money infused into the community to only the times when they are physically in town.

With such high land costs, density is also necessary to offset construction costs needed in order to target local buyers. To achieve this, we need to utilize the PUD process to also permit the use of smaller homes. Belden Place includes a mix of single-family, duplex and multi-family units. This PUD zoning allows all to be accommodated in the same zone district. The homes will be high-quality modular construction over permanent foundation garages. Because homes will be built this way, savings will be passed onto the homeowner as they are more energy efficient and built in controlled environments. Couple that with energy-efficient appliances, windows and lighting, these elements help lower a home's energy cost, while reducing its carbon footprint and increasing its value.

3. Flexible PUD design allows us the provision of a useable greenspace including a play area for children and adults. Flexibility in code also allows us to modify setbacks that reflect smaller lot sizes, control parking needs and common areas, and to manage housing restrictions more efficiently. PUD zoning is also predictable, and gives owners clarity with neighborhood expectations.
4. We will require construction to primarily implement FireWise-rated materials. Made from eco-friendly components, these non-combustible materials lower fire risk for homeowners within and around this subdivision, which is in alignment with the master plan for Minturn.
5. With this PUD, development is predictable and administration of the subdivision is easily implemented right from the initial phases.
6. The subdivision includes ADA compliant pedestrian sidewalks that travel around the project to the new sidewalk along Hwy 24 that connects to a new bus stop shelter,

encouraging use of public transportation. The PUD allows for sidewalks to be overlain on lots allowing lot lengths to match what is required as a minimum in standard zoning.

7. Simplicity established through a single design serving multiple units prevents the Belden Place residents or the Town having to inherit high maintenance costs in the future. This is unlike piecemeal construction/development where homes organically come and go as do infrastructure improvements and needs (new construction fitting in with old done in different years, etc.).
8. The PUD contains a level of administrative controls that help preserve the intention of the subdivision, protecting owner investments and quality of place.

SEC. 16-15-70. - GENERAL STANDARDS.

The following standards and requirements shall govern the acceptability of a PUD application:

1. *The PUD shall be consistent with the intent of the Community Plan and the policies therein, shall be compatible with the Character Area and with the surrounding land uses and shall not detrimentally affect adjacent or nearby properties.*

APPLICANT RESPONSE:

The 2009 Master Community Plan for Minturn, contains the following goals:

Note: Those aspects of the goals not applicable to this development have been 'greyed' out.

Goal (CCG1): Maintain, Build Upon and Promote the Town's Image as a Unique, Eclectic Non-Resort Town With a Strong Sense of Community.

(CCS 1.1) - Encourage and promote the use of public venues for a wide range of community events

(CCS 1.2) - Consider size limits for residential structures

(CCS 1.3) - Develop town signage including information kiosks, gateway signs and way-finding system

(CCS 1.4) - Develop and implement methods to maintain the town's eclectic architecture, scale and vibrant color palette

(CCS 1.5) - Investigate methods to preserve and protect historic structures

(CCS 1.6) - Incorporate local public art into new development and public improvements

(CCS 1.7) - Support and enhance the Minturn Market as an integral part of downtown

(CCS 1.8) - Enforce ordinances aimed at maintaining the health, safety, welfare and aesthetic of the town – snow, trash, nuisance abatement and zoning/land use

(CCS 1.9) - Encourage development to utilize non-intrusive lighting systems

(CCS 1.10) - Examine existing hillside development regulations for improvement

(CCS 1.11) - Allow a variety of lot sizes (small and large lot) as appropriate to specific areas

In the last few years the economy has improved (up until the pandemic of 2020), and with it, land costs have become more valuable or expensive - depending on your perspective (that still remains even in the pandemic as people flee cities to the mountains). In order to ensure this resort town remains vibrant and full of a dynamic range of people and income levels, it is imperative to be able to offer new, attainable housing units at a scale that keeps in flavor with other existing housing sizes and styles typical of Minturn. This mindset ensures that many locals are not displaced by those who can afford to buy land, tear down existing homes, and rebuild bigger, larger- and out of scale residences. Effectively, second -home owner/luxury units are the result of simply rebuilding because of such high land costs.

Experiencing the replacement of existing attainable units with luxury units makes locals nervous that the unique character of Minturn will be detrimentally affected if no other choices become available for an average income earner wanting to buy and/or continue to live in Minturn. This is something the Belden Place design team is concerned with, and is trying to avoid by targeting new homes to locals to the greatest extent practicable.

Goal (SGG 1): Encourage Green and Sustainable Practices Throughout the Community

(SGS 1.1) Develop and incorporate green building guidelines that address energy and resource efficiency, indoor air quality and on-site energy generation

(SGS 1.2) Incorporate low impact development (LID) standards for site design into development requirements

(SGS 1.3) Promote and encourage increased opportunities for businesses, residents and town government to reduce waste

(SGS 1.4) Incorporate “Firewise” guidelines in building and site-planning practices

While this project can only mitigate its own construction, green building and LID elements, AND use of FireWise construction materials will be implemented as part of this subdivision and zoning.

Goal (SGG 2): Develop and Practice Green and Sustainable Processes

(SGS 2.1) Incorporate the concept of green infrastructure into the planning and design of improvements to town systems

(SGS 2.2) Develop and insure the integrity of a comprehensive recycling program for town facilities

(SGS 2.3) Ban the use of plastic bags in the town

This goal is not applicable to this development.

Goal (LUG 1): Enhance the Town’s Status as a Walkable and Bikeable Community

(LUS 1.1) Develop and comply with a future land use plan for the entire town (land use element of this Community Plan) which encourages a compatible mix of land uses promoting mass transit, the use of bicycles and increased walkability/accessibility

(LUS 1.2) Develop comprehensive parking plan for the town which offers alternative parking strategies/standards specific to Minturn - aimed at increasing parking efficiency and ease of development/redevelopment

(LUS 1.3) Promote the development of a cohesive downtown

(LUS 1.4) Support and promote the expansion of public transit service to outlying communities

(LUS 1.5) Promote redevelopment areas as mixed-use centers

(LUS 1.6) Partner with owners of large land holdings on mutually beneficial redevelopment projects

The timing for this project is in alignment with the new Hwy 24/Main Street sidewalk and transit project. The Belden Place Design Team has excitedly added these new civil improvements into their plan, and pledges to help enhance the public transit stop by anticipating electric needs, and possibly, working with applicable stake holders on the actual bus stop. Further, pedestrian connections to the Boneyard Open Space have also been examined, and the team is willing to assist in improvements. The Belden Place Design Team

vows to create a neighborhood that has a high quality of place; which leads to enhanced quality of life for residents and multi-modal connectivity to downtown Minturn.

Goal (AHG 1): Promote Affordable Housing

(AHS 1.1) Promote the development of housing opportunities for all income levels throughout all areas of town

(AHS 1.2) Allow a variety of lot sizes (small and large lot) as appropriate to specific areas

(AHS 1.3) Develop an affordable housing program, to include housing assistance for town employees, qualified town residents and other eligible Eagle County employees

(AHS 1.4) Leverage town-owned property for the development of affordable housing

It is rare that a private developer, using private funds seeks to create a local-oriented, attainable housing development. That is exactly what is being proposed with this neighborhood. Attainable housing restrictions (see PUD), coupled with appropriate housing styles, variety, and sizes, as well as use of modular construction elements will help keep homes attainable for locals presently and in the long run, which corresponds to this goal.

Goal (PFG 1): Ensure that Public Facilities are Planned and Implemented to Support New Growth and Existing Population Centers

(PFS 1.1) Implement streetscape improvements with pedestrian-scale site elements including sidewalks, paving, signage, lighting and site furnishings

(PFS 1.2) Develop a Capitol Improvement Plan prioritizing upgrades to existing infrastructure including roads, water and storm water drainage and pedestrian/bicycle amenities

(PFS 1.3) Ensure that impacts from new development on existing infrastructure are mitigated

(PFS 1.4) Incorporate the concept of green infrastructure into the planning and design of improvements to town systems

(PFS 1.5) Develop and implement a comprehensive sidewalk and trails plan addressing both accessibility and bicycles

(PFS 1.6) Develop and implement a plan to bury utilities throughout the community

The design for Belden Place accomplishes many things as to not impact the existing infrastructure and add cost for future maintenance by the Town of Minturn. First, pedestrian paths are being implemented in this neighborhood, as they are important. Second, an active greenspace area for residents (onsite) is offered. This is a rare enhancement in Minturn. Third, the loop road- which is more efficient and desirable for water service, fire protection services, and sewer service, shall be privately maintained. This prevents maintenance costs being passed onto an already taxed Public Works department.

Goal (EDG 1): Diversify the Town's Economy

(EDS 1.1) Encourage and provide incentives for business to locate in the downtown area

(EDS 1.2) Encourage the development of flexible space in commercial areas – space which can be easily adjusted as market conditions permit (office to retail to restaurant)

(EDS 1.3) Attract essential services necessary to form a “complete” community – grocery, pharmacy, hardware store, movie theatre

(EDS 1.4) Develop a comprehensive marketing strategy promoting the town

(EDS 1.5) Utilize redevelopment opportunities to help expand and diversify the town's economic/employment base

(EDS 1.6) Support and promote practices which are attractive to small business – infrastructure, taxes, city services

- (EDS 1.7) Investigate opportunities for future annexations
 (EDS 1.8) Develop a web-portal which promotes the town
 (EDS 1.9) Promote the town's unique history to capitalize on the heritage tourism market

While the majority of these strategies are not applicable to this development as they are more centered around commercial and economic development, there is an economic element that may be overlooked in residential development: population base. Certain businesses rely on how many permanent residents are located in a town as a baseline for setting up shop. Adding more year-round population to Minturn, helps add to the demand for services. Minturn loses a lot of sales tax money because their existing population cannot support a grocery store, pharmacy, etc. The bank left as well, and it is missed greatly. Helping Minturn thrive is definitely something the Belden Place Design Team supports, and hopefully, adding new homes and locals/permanent homeowners will then support new economic growth.

Goal (NRG 1): Protect and Promote the Eagle River as a Community Asset

- (NRS 1.1) Support and fund ongoing river restoration efforts
 (NRS 1.2) Improve and enhance public access to the Eagle River
 (NRS 1.3) Strengthen development standards supporting habitat restoration and protection of the river
 (NRS 1.4) Promote the Eagle River as a focal point of the community/gathering space

The Belden Place Design Team would like to connect this project to the Open Space parcel (Boneyard) across the highway, for the exact reasons of these strategies. Currently, there is neither a crosswalk across the highway, nor is this location near public transportation. The Belden Place Design Team is dedicated in making this a reality in some way, as we realize the importance of community connections.

Goal (NRG 2): Protect and Promote USFS lands as a Community Asset

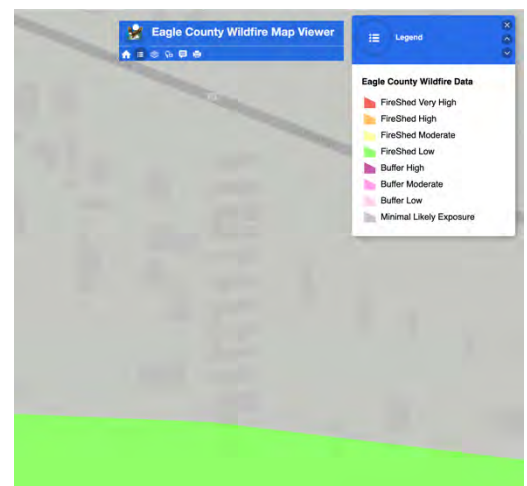
- (NRS 2.1) Maintain and improve access to public lands
 (NRS 2.2) Promote development of USFS lands where appropriate

There may be an opportunity to create an access to public lands at the south end of the property; however, slopes are very steep where the project is adjacent to these lands. This is something we would be willing to explore.

Goal (NRG 3): Preserve, Protect and Enhance Environmentally Sensitive Lands

- (NRS 3.1) Examine existing hillside development regulations for improvement
 (NRS 3.2) Maintain historic wildlife migration corridors
 (NRS 3.3) Support efforts to mitigate the impact of the mountain pine beetle infestation
 (NRS 3.4) Incorporate "Firewise" guidelines in building and site planning practices

As previously mentioned, we will be using FireWise construction materials, wherever practicable. Luckily, this



site is currently rated “Minimal Likely Exposure” for wildfire danger, which is very low risk.

Goal (NRG 4): Preserve, Protect and Enhance Ridgelines and View Corridors

(NRS 4.1) Develop methods to regulate development on ridgelines and preserve specific view corridors

Not applicable to this project as this neighborhood is on the valley floor.

Goal (PRG 1): Enhance Recreational Opportunities for all Town Residents and Visitors

(PRS 1.1) Support and promote the development of a regional trail system

(PRS 1.2) Support and promote the development of a centralized gathering space in the downtown area

(PRS 1.3) Investigate opportunities for the development of playgrounds and parks

(PRS 1.4) Promote, maintain and improve access to open space

(PRS 1.5) Promote, maintain and improve access to the Eagle River

(PRS 1.6) Support and promote the development of recreational facilities and programs for multiple user groups

(PRS 1.7) Promote existing recreational opportunities/facilities

Aside from supporting access to the river and/or open space areas across the highway from our neighborhood, the Belden Place design team will be providing a naturally-themed playground in its common/greenspace area as well. This is a quality of place element, that is important to the team community creators. As mentioned previously, our team is supportive of pedestrian connections to a new bus stop (proposed on CDOT improvement plans) and to the open space parcel across the highway.

Future Land Use Map

The following are descriptions for each of the land use categories found on The Town of Minturn, 2030 Future Land Use Map:

Residential - Within the Town of Minturn, there are three residential land use categories which reflect varying levels of density – Low Density Residential, or LDR (6 to 10 dwelling units per acre), Medium Density Residential, or MDR (10 to 20 dwelling units per acre) and High Density Residential, or HDR (greater than 20 dwelling units per acre). As indicated on the Town of Minturn 2030 Land Use Plan, residential densities in the existing areas of town are to be held constant for the most part with allowances for some infill development and possible addition of dwelling units where appropriate. In areas where redevelopment on more than a single lot basis is possible, it is the intent to approximate existing densities on shared boundary lines, minimizing aesthetic and functional impacts to existing residents, while allowing for an incremental increase of density toward the core of new development areas. Although residential use and character will predominate in all of the land use categories, small neighborhood scale retail and related office and government facilities may be allowed in certain residential categories through special review.

The project density is akin with the category for MDR. It is actually, very difficult to read the 2030 future land use plan; however, it appears that the subject properties are slated either for LDR or MDR, with MDR definitely in close proximity to the west. This map was done in 2009, and many things have changed since then including the implementation of AirBnB

(which has taken many year-round rentals off the market), an upswing of housing and land prices, and more demand for attainable units more than ever. These are the main reasons we feel that keeping the density at LDR is not in the best interest of the Town. With Belden Place, the project historically carries with it approximately 11-12 units per acre (which is within the MDR range), averaged between the three lots. We seek 15 units per acre, only a slight, but necessary increase. With this proposed density, our project will be able to provide attainable units to locals, in an area with limited growth capabilities due to geography and limited available/developable lands.

Another consideration is the nature of the property itself. It is elongated (south-north), with limited visibility from Main street. This is an advantage, as the density will not be easily seen from passersby and the scale of the development diminishes looking to the south, from the street. At the Main Street level, appropriately sized housing will face this roadway, with the multi-family structures tucked up at the toe of the steep slope, completely backdropped by this hillside, at the rear of the property. From a visual impact and scale factor, this property works well for the density proposed.

This is a huge benefit for the community, and because we will have public transportation at hand, access to the river/open space and public lands, as well as the ability to have dual/safe access to the main transportation core, we feel that Belden Place IS located in an area, suitable to handle this increase.

2. *The PUD shall provide for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point.*

APPLICANT RESPONSE:

As mentioned in the preceding section, the Belden Place Design Team supports public access to the river. As such, we would like to encourage a crosswalk be created connecting this development and transit stop, to the Boneyard open space area across the highway.

3. *The design and construction of the PUD shall include adequate, safe and convenient arrangements for pedestrian and vehicular circulation, off-street parking and loading space with access adequate to support the anticipated traffic, on- and off-site, including emergency and utility vehicles. Trails and sidewalks shall be provided to form a logical, safe and convenient system for pedestrian access to dwelling units and common areas, with appropriate connections off-site.*

APPLICANT RESPONSE:

All of these elements (aside from the commercial loading spaces) have been implemented into our project, and designed accordingly. At this point in time, no variances for any engineering aspect is anticipated.

4. *The PUD shall be subject to such setbacks, lot widths and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, sunlight, air and snow melt between buildings, and to ensure that the PUD is compatible with other developments in the area.*

APPLICANT RESPONSE:

This development is similar to many of the houses immediately nearby, as well as what is found in the downtown and in Miller Ranch. All design standards being proposed are in conformance with building and fire-code minimum standards. Additionally, construction materials will primarily be FireWise-rated, which greatly increases conformance with these codes, and supports the spatial design of the subdivision.

5. *The applicant shall demonstrate that the development proposed will be provided with adequate facilities for water supply (domestic and irrigation), sewage disposal, solid waste disposal, electrical supply and roads, and will be conveniently located in relation to schools, police, fire and emergency medical services or make payment in lieu of such facilities.*

APPLICANT RESPONSE:

This project enters into the entitlement process having 16 potable water taps. One tap has been allocated to the Christiansan residence, leaving 25 taps to be purchased once the development is approved. This will be similar for sewer taps from ERWSD.

Solid waste will be collected from Honeywagon services. Electricity will be from Xcel Energy. The loop road within the development will be privately maintained, and is important in delivering trash, fire/ambulance, and package delivery as they will not have to turn around. Importantly, this project is already located within town boundaries, and as such, is currently served by all vital services including local emergency services providers.

6. *The PUD will be evaluated in terms of its proximity to commercial, recreational and educational facilities conveniently located to residential housing;*

APPLICANT RESPONSE:

Belden Place is right up the street from the Minturn Fitness center and the Ski and Snowboard Club Vail. It is also located three minutes from downtown, and lies between public open space areas. Belden Place is perfectly located for these reasons.

7. *The PUD should provide a wide range of housing opportunities and other buildings that promote design continuity with the existing community and design continuity in type, size and layout of buildings.*

APPLICANT RESPONSE:

We have provided a mix of single-family, duplexes, and triplexes that travel down the street layout of the subdivision (middle and front of the neighborhood), with the larger multi-family at the south end of the development that is backdropped by large trees and hillside. This is purposeful, in order to decrease the scale as you look from Main Street. This provides a visual unity of the neighborhood scale. In this way we can offer a range of price points from truly attainable, to more expensive – but, not luxury in scale or price. This ensures a range of homes afforded by upper middle-income earning professionals. Importantly, we feel that there are not a lot of duplexes in the current housing inventory of Minturn, and this “missing middle” housing type is a great alternative- especially in this area of Minturn. Note that the new duplex units at Cross Creek up the road (further east) are considered luxury duplexes,

offered around \$1.4+ million. This is a distinct difference between the two projects and the pricing tier of housing units being offered at Belden Place.

8. *Maximum height of structures shall be established by the approved PUD plan.*

APPLICANT RESPONSE:

Maximum heights for structures has been included in the PUD. The max heights are generally all the same for each building type, with the exception of the multi-family, thus promoting a baseline of roof heights to average 28'. A definition on how to measure these heights has also been added to the PUD.

9. *The PUD should provide storage for snow removed from the internal street network, from sidewalks and from off-street parking areas.*

APPLICANT RESPONSE:

We have provided a significant ROW that includes a narrower paved surface, with areas on the greenspace and drainage areas for snow storage and or in designated areas on each lot. Sidewalks will be maintained by the homeowners and/or association, as well as the roadway. This unburdens the Town of Minturn to fiscally sponsor snow removal services for this neighborhood.

10. *Open space for the PUD shall be planned to produce maximum usefulness to the residents of the development for purposes of recreation and scenery and to produce a feeling of openness.*

APPLICANT RESPONSE:

When doing infill, you have to sometimes choose between affordability and open space as a priority. Use of density through multifamily structures preserves open space, but affects scale. Use of a decreased density to preserve open space, results in luxury homes, or unattainable housing prices. Since neither of these ideas met our goals of creating a quality subdivision that keeps scale relative to neighboring uses, and of course, at an affordable level, preserving large open space areas was not doable- and frankly, not necessary as this project has something many others may not. That being, it is directly adjacent to vast public lands and also, a perpetual open space with river access right across the street. That being said, we want to offer a comfortable, useable quality of place element for residents, and as such, a natural playground park is located in our common area. There are no private developments in Minturn that offer improved playgrounds for younger children and gathering places for adults.

11. *The mass and scale of individual buildings and the overall density of the PUD shall be consistent in scale and character to avoid abrupt and/or severe differences.*

APPLICANT RESPONSE:

Minturn has a litany of ranch or one story residential structures that have the potential to be two-story homes ("underdeveloped"). In this area in particular, many of the surrounding homes are mobile homes, or small cabins. Newer homes, subsequently replacing this housing type throughout town, have all maxed out their heights, and are all multi-story buildings. Using "consistency" with other construction as our goal height in our PUD, we will

be in alignment with all of the newly single family and duplex homes recently constructed homes built in the last 10-15 years (max 28'), with heights on the multi-family to be the same as Taylor Townhomes and the Enclave (3 stories or 35').

12. Any increase in density proposed above that which is permitted in the underlying zone shall be mitigated by increasing the land dedications to open space and/or recreational amenities and subsequent impact on public facilities.

APPLICANT RESPONSE:

In SEC. 16-15-70. General standard no. 10 above, we discussed the trade off in designing a subdivision with density and a greenspace/playground common area, versus the dedication of large open space areas, because of the non-sustainable quality of low density.

A common requirement found in many older codes that do not specifically address infill or redevelopment, this provision is less essential than it has been in the past. The reason being, prior to the early 2000's, the Eagle County Open Space program and the Eagle Valley Land Trust did not exist or were not utilized the same way we use these two organizations as we do now. Since their involvement has become intensified in last few years, preserved lands have been created, and quality open space now exists in appropriate locations. These locations contain valuable environmental elements, like the riverside parcel right across the street from this project. We feel that there is a "new" distinction between open space and use of greenspace, and each contribute in different ways to our open-area recreational values we all share.

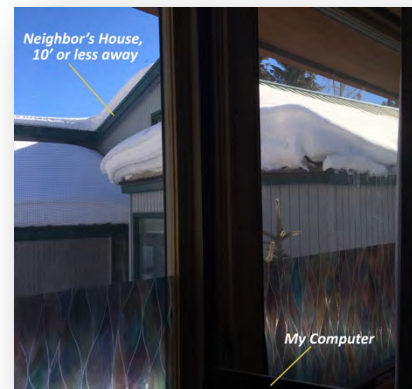
Planning for the preservation of open space needs to be more than just a dedicated open area. Dedication of open space needs to focus on the protection of valuable resources, and not in a new subdivision that is flanked on two sides by native, public lands. Our greenspace area is a quality of place feature, with recreation improvements and picnic benches. It is a place for residents to socialize and gather, and small children to play safely within view of families, close to home. This is a necessity in a subdivision, and is much more appropriate and valuable for this location. Importantly, our useable greenspace areas will be privately maintained, under the control of the Owner's Association, costing Minturn nothing. Provisions for its use, etc. is found within the PUD.

13. Residential density and intensity of other uses shall be limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the Character Area and specific characteristics of the subject land.

APPLICANT RESPONSE:

There are a lot of homes in Minturn that are located within inches or feet from each other. Even new homes are located within minimum setbacks. This is a unique feature found in older towns in Colorado- like Minturn, including the mountain valley towns of Telluride and

Idaho Springs. Space in valleys is valuable, and this is the result. Culturally, small towns using smaller lots/houses are safer, as everyone is more consciously aware regarding what is going on in their neighborhoods. We feel that this is a benefit to the design (smarter/more efficient), and this layout promotes the safe feeling you have when living in Minturn. This is a strong-knit community, and Belden Place wants to carry forward the look and feel of Minturn design, including architectural styles, scale and layout, while being responsive to current design expectations. Based on the analysis above, we feel that Belden Place IS in conformance with code and intention of the community plan, and we hope you agree with our assessment.



JSD, 900-block, Minturn

14. Architecture and design fit in the PUD shall reflect the character of the Town.

APPLICANT RESPONSE:

Inspired by miner's homes of the past and coupled with the more recent architecture that is becoming the flavor of new construction in Minturn, Belden Place is currently designing homes with this style in mind. Basic architectural principles that will be carried forward from the mining days include articulated rooflines with no exact mirroring of duplexes; use of a mix of "aged-wood" siding and corrugated metal, and non-combustible roofing materials; and finally, painted accents. We are not requiring monochromatic earth tone accents or colors that blend in with everything else (as many subdivisions do) rather, we want local character within Belden Place. This will all add to the diversity of the structures in this neighborhood and the opportunity for owners to add a little "personality" to their houses as time goes on.

15. A PUD may include any uses permitted by right or as a conditional or special use in any other zone, except that any use that has been declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted.

APPLICANT RESPONSE:

There are only a few residential uses available for this development, as a means to control impacts (traffic, visual, or activity) and limit nuisances in this small neighborhood. These uses include: residential dwellings, home occupation; a small Day Care for children or seniors (one (1) at any time), and an existing accessory dwelling unit in the Christiansan property. All of these uses are permitted in Minturn code, and in all other planning areas throughout the town.

16. A PUD may be applied to annexed land or other land not zoned by the Town without the requirement for underlying zoning.

APPLICANT RESPONSE:

The existing properties for this project are currently within town boundaries, annexed as part of the South Minturn Addition in 1978. Further, we are applying for an amendment to the zoning map, overlaying PUD on these otherwise residentially zoned properties.

SEC. 16-15-140. - PRELIMINARY DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

CODE	APPLICANT RESPONSE
1. A Community Plan and Development Guidelines that illustrates the proposed land uses, building locations and housing unit densities.	See submitted site plan and PUD document.
2. An open space, park and recreation plan that identifies the areas of common open space, parks and recreation lands and describes any agreement proposed to preserve the open space, parks and recreation lands and how this will be implemented by deed or other agreement. This plan shall also describe the source of funds for long-term maintenance.	The site plan delineates the common areas including common greenspace, and drainage areas. The Owner's Association will maintain these features through Owner dues. Draft covenants have been submitted with this application.
3. A traffic study.	McDowell Engineering has created the coordinating traffic study. This has been submitted with this application.
4. Proposed trails, sidewalks and traffic circulation patterns, including snow removal patterns and snow storage areas, and the proposed status of street ownership.	Please see application engineering drawings.
5. Proposed grading and drainage plans.	Please see engineering drawings from Timberline Engineering.
6. Detailed descriptions and commitments for the proposed source of legal and physical water supply and engineering plans for the proposed storage and distribution system for water supply (domestic and irrigation) and sewage disposal.	The Belden Place Design Team has 15 unused water taps currently, and will be purchasing 25 additional taps from the Town of Minturn. Sewer taps will be obtained from the ERWSD, the current provider. To date we have received a will serve letter- see appendices.
7. Economic data and supporting market analysis to justify any proposed commercial and industrial elements.	While no commercial or industrial uses are proposed, a Fiscal Impact Study has been submitted.
8. Proposed development covenants, deed restrictions or other applicable codes.	Covenants have been submitted with this application. The PUD contains a housing plan.
9. An environment assessment or environmental impact report, unless waived by the Town Planner.	Nothing has presented itself that we feel would warrant an EIR (environmental impact report); however, we have submitted an EIR regardless.
10. An impact analysis that describes the impact of the proposed PUD upon the school district.	We have repeatedly tried contacting the District regarding impacts, but have not received a response. We anticipate a response to the referral.

11. A fiscal impact analysis of the estimated demands for Town services and a statement of projected Town tax revenue based upon the historic Town tax levy and a schedule of projected revenue.	This analysis has been submitted with the application.
12. Final site plans and architectural forms planned for the first phase of the proposed development.	Final plans- including architectural plans/rendering will be submitted with the final application.
13. Detailed plans for fire protection and emergency medical services.	See Engineering plans from Timberline Engineering.
14. The PUD shall include a phasing plan that demonstrates that the PUD can be completed within a reasonable period of time, which shall be determined prior to final approval of the PUD.	This development is slated to be constructed in one phase.
15. If development is proposed to occur in phases, then financial guarantees shall be proposed to ensure that project improvements and amenities are constructed as presented and approved.	Acknowledged.

CHARACTER AREA AND ZONE DISTRICT MAP AMENDMENT

Character Area and Zone District Map amendment. The preliminary plan application shall be accompanied by an application for an amendment to the Character Area zoning map.

1. *Subdivision. Where the PUD proposes activities that constitute a subdivision, the application for a preliminary plan for PUD shall also be required to meet the requirements of Chapter 17 of this Code regarding procedures for preliminary plat for subdivision.*

APPLICANT RESPONSE:

Acknowledged. We feel that we are in compliance with the code for this subdivision.

2. *Phasing. The preliminary plan for PUD shall include a phasing plan for the development. If development of the PUD is proposed to occur in phases, then guarantees shall be provided for public improvements and amenities that are necessary and desirable for residents of the project, or that are of benefit to the entire Town. Such public improvements shall be constructed with the first phase of the project or, if this is not possible, then as early in the project as is reasonable.*

APPLICANT RESPONSE:

This project is slated to be completed in three (3) phases, post entitlement processing. Due to the extensive excavation that is needed, it is anticipated that the multi-family buildings at the rear of the development will be first as they have underground parking. This phase will also use the existing water taps we have already. Phase 2 will be more random depending on sales of lots/units and the availability of additional water taps. The final phase will include the completion of landscaping and open space amenities.

STANDARDS

Common recreation and open space. The PUD shall comply with the following common recreation and open space standards:

1. *Minimum area. It is recommended that a minimum of twenty-five percent (25%) of the total PUD area shall be devoted to open air recreation or other usable open space, public or quasi-public.*

APPLICANT RESPONSE:

We believe in creating a quality of place, which affects one's quality of life. This is not debatable with the team. This project has 18% of useable or quasi-useable area that will host a central improved-micro park, and passive greenspaces with benches and pet stations. Some of these areas will also be used for snow storage in the winter, and drainage in the summer (largely imperceptible). Additionally, there are acres of adjoining public land on the south property line, and perpetual open space (Boneyard) to the north-right across the street. This neighborhood has fantastic access to major open-air recreation areas, and the scenic value in the open space all around this project is amazing.

While greenspace areas are highly desirable (we love them too), there is an inequity in their application within code. For instance, in exchange for a grant of PUD zoning or for large subdivisions these developments must provide dedicated onsite greenspaces. This is not required for small or piecemeal developments that result in neighborhoods with no access to greenspaces at all. Effectively, we could do less than 5 lot subdivisions over time and not be required to satisfy this desired exaction resulting in a cumulative density lacking in open space. Additionally, the requirement to meet this standard is at a cost to the developer, which, although often isn't a concern to some, the cost will end up being a burden to a town (maintenance) or the buyer (as it raises purchase prices and may affect affordability). Where piecemeal development doesn't require open space, users get to use public open space in lieu. Often times for PUDs you get little credit if you are located adjacent to the same open space that was indiscriminately established by the same tax payers buying a unit in the PUD and still serves the small piecemeal development.

2. *Improvements required. All common open space and recreational facilities shall be shown on the preliminary plan for PUD and shall be constructed and fully improved according to the development schedule established for each development phase of the PUD.*

APPLICANT RESPONSE:

The layout for the common area, naturally themed playground, etc. is provided on the landscaping plans submitted with this application.

3. *Continuing use and maintenance. All privately owned common open space shall continue to conform to its intended use, as specified on the preliminary plan for PUD. To ensure that all the common open space identified in the PUD will be used as common open space, restrictions and/or covenants shall be placed in each deed to ensure their maintenance and to prohibit the division of any common open space.*

APPLICANT RESPONSE:

General common space areas on shown the Final Plat for this development. These areas are detailed within the PUD and the applicable Covenants also contain restrictive provisions regarding their use and maintenance.

4. *Organization. If common open space is proposed to be maintained through an association or nonprofit corporation, such organization shall manage all common open space and recreational and cultural facilities that are not dedicated to the public, shall provide for the maintenance, administration and operation of such land and any other land within the PUD not publicly owned and shall secure adequate liability insurance on the land. The association or nonprofit corporation shall be established prior to the sale of any lots or units within the PUD. Membership in the association or nonprofit corporation shall be mandatory for all landowners within the PUD.*

APPLICANT RESPONSE:

Acknowledged. We have submitted covenants that discuss General Common Area maintenance obligations. The exception to these covenants is for Lot 7, which in addition to the General Common Area open space easement that will be maintained by the Association, Lot 7 also contains Limited Common Area that will be maintained by the owners of Lot 7 itself.

VARIATIONS

Variations authorized. The Town Council shall be authorized to grant the following variations as part of its approval of the preliminary plan for PUD. Each variation that is granted shall be shown on the PUD Guide.

CODE	APPLICANT RESPONSE
1. Density and intensity. The density of residential and intensity of commercial development may be varied.	We are requesting an increase of density from approximately 12 du/ac to 15 du/ac for the purposes of providing non-luxury/attainable homes for Minturnites.
2. Dimensional limitations. The minimum lot area, minimum lot area per use, maximum building lot coverage, maximum floor area, minimum yard setbacks and maximum height may be varied.	We request variations for some dimensional limitations. Please see PUD document and proposed site plan layout for greater detail. Essentially, we request variations for some of the front, rear, and side setbacks, building coverage, and would like to replace the height definition in the PUD to use a weighted average with a slight increase to 35' for the multi-family building in order to accommodate an underground parking structure.

Basis for granting variations. These variations may be granted when the Town Council finds that the preliminary plan for PUD achieves one (1) or more of the following purposes and that the granting of the variation is necessary for that purpose to be achieved. The

standards used in the designation of the land use categories on the Character Area Zoning Map, found in Chapter 16, Article III of the Community Plan, "Criteria Used in the Land Designation Process," shall also be considered when determining the maximum density and allowed uses of the PUD.

1. *Obtain desired design qualities. A variation may be allowed that permits the integration of mixed uses or allows for greater variety in the type, design and layout of buildings. Structures shall be designed to be compatible, in terms of height, mass, scale, orientation and configuration, with other units in the PUD and the surrounding area, yet shall avoid uniformity of design. Residential and nonresidential uses may be mixed together. Various types of residential uses may also be combined within the PUD to promote more efficient land use patterns and increased open space.*

APPLICANT RESPONSE:

Belden Place is embracing this provision, by using reduced lot sizes (overall, not in the length of the lots) and the use of variable setbacks in order to support the density needed for the creation of a free-market, non-luxury/attainable neighborhood in Minturn. Several ideas have been implemented into the design of the residences as well, including the use of a range of housing types including single-family, duplexes, and multi-family. This adds diversity and results in a range of home sizes and price points. Finally, straight linear building uniformity is NOT proposed, with homes employing varied rooflines and building forms (no mirroring of duplexes permitted) that ensures the project avoids being boring and cookie-cutter in its design. Minturn is eclectic, and we want to keep this important cultural town characteristic alive and well at Belden Place.

2. *The Town Council may require minimum yard setbacks, lot widths and space between buildings of such dimensions as they are determined to be necessary to provide adequate access, wildfire prevention and fire protection; to ensure proper ventilation, light, air and snowmelt between buildings; and to minimize the effects of transmission of noise between units and between buildings. As a general guide, twenty (20) feet between buildings shall be considered the minimum appropriate spacing.*

APPLICANT RESPONSE:

This is an interesting criteria for a zone change, as many structures in Minturn are much closer than 20. This also seems to be a contradiction for this area in particular, as the standard zoning for South Town has a minimum 5' side setback (10' between structures when coupled with the neighboring 5'). Knowing we need reduced side setbacks in order to use small lots and structures, we are utilizing FireWise construction materials and that all buildings and that have incorporated clear access minimums around structures knowing the desires of the local fire district (minimum of 4'-5' for each side resulting in 8'-10' between building faces unless the side lacks in a neighboring structure). We have also incorporated fire hydrants, and have run an "AutoTurn" exercise while using the standard fire truck dimensions as provided by the district to ensure roadways meet their standards for emergency access.

3. *Avoid environmental resources and natural hazards. A variation may be allowed that provides necessary site planning flexibility to enable the development to avoid valued environmental resource and natural hazard lands, as these have been identified in Article 20 of this Chapter.*

APPLICANT RESPONSE:

We are extremely fortunate in that there are no environmental resources or hazards to accommodate or avoid for our project. The only concern we have found was asbestos in one of the old mobile homes, which was successfully abated when the structure was removed.

4. *This shall be accomplished in such a way as to maintain these lands as large, contiguous areas. Such lands shall not be fragmented into small, unconnected areas by development, unless the applicant demonstrates that this arrangement is necessary to maintain the underlying density on the property, and the lands providing environmental resource values have been protected and lands subject to natural hazards have been avoided. Where applicable, connections of such lands on the site to such lands on adjacent properties shall be accomplished.*

APPLICANT RESPONSE:

All of the six (6) properties that will become the final area for Belden Place are connected.

5. *Water augmentation. A variation may be allowed that creates incentives for applicants to commit to a water augmentation plan for their development that makes available "wet" water into the Cross Creek or Upper Eagle River Basin.*

APPLICANT RESPONSE:

We are open to discussing this need to obtain augmentation water during this process; however, none of these properties has historic water rights.

6. *Trails. A variation may be allowed that provides incentives for applicants to make contributions to the County's and Town's multi-use trail system, in accordance with the recommendations of the latest version of the Town Trails Plan and the County Trails Plan, or to provide appropriate forms of access to public lands (including summer and winter parking areas and trailheads) and to river and creek drainages in and surrounding the Town. Proposed access shall be consistent with public land management objectives and resource protection needs for the areas to be accessed.*

APPLICANT RESPONSE:

The Town plans to install additional sidewalks in the South end of town, that happen to end at our eastern property line to which our own internal sidewalks will connect. Additionally, bus stops along Main Street/Hwy 24 will be installed at the end of the sidewalk improvements. Knowing that CDOT does not like crosswalks on a highway, the Belden Place design team would like to encourage the Town advocate that a crosswalk is installed to connect the south side of Main Street to the Boneyard Open Space because they have a different relationship than a private entity. That being said, we look forward to participating wherever or however the Town suggests so we can bring this to fruition.

7. *Affordable housing. A variation may be allowed that extends an incentive to applicants to provide long-term affordable housing.*

APPLICANT RESPONSE:

This is our focused goal, and we are excited to be a project that is aimed at local home-ownership and does not contemplate creating luxury-priced residences. Additionally, we are proposing 100% local resident buyer initial offerings with a 20% minimum in perpetuity, as well as offering 10% of the units to be deed-restricted per Minturn Housing Guidelines. Importantly, we have opened up our project to allow retired employees from throughout Eagle County (seniors) to qualify as well.

8. *Public facilities. A variation may be allowed that provides incentives for applicants to develop public facilities, including but not limited to public transportation facilities, public recreation facilities and similar facilities. The facilities may be located on or off of the PUD site and shall be facilities that meet the demands not only of project residents, but also of other residents of and visitors to the Town.*

APPLICANT RESPONSE:

The community creators of Belden Place are excited for a new bus shelter along their boundary, and support this public benefit needed to ‘weather’ the high-country environment. The Belden Place design team anticipates great use of this bus stop, and so at a minimum, is open to discussing coordination efforts to include the electrical needs for the shelter, or for the shelter itself to be an off-site partnership.

SEC. 16-15-160. - PUD/PRELIMINARY DEVELOPMENT PLAN

Preliminary development plan evaluation criteria:

1. *The resulting development will be consistent with the Community Plan and the proposed PUD reflects the character of the Town.*

APPLICANT RESPONSE:

The Belden Place project embraces what is valuable about Minturn: unique character, our esteemed locals, houses akin to the historic homes established in the town, sustainability /construction elements infused with green standards, and, that this project with immediate access to a developed playground and adjacent public lands. We feel that this is the type of project that embraces 2020 planning principles, and naturally springboards off the Town’s evolutionary direction established in the 2009 Community Plan.

2. *The area around the development can be planned to be in substantial harmony with the proposed PUD.*

APPLICANT RESPONSE:

Eventually, we foresee the adjacent properties surrounding this development redevelop as many of the homes in this area are approaching the need to remodel or be replaced. Many of the lots are also under-developed, and with such high land costs, building to the maximum size allowable is inevitable in order to justify the cost and resale value down the road. As we mentioned previously in this application, this is already happening throughout Minturn. As such, we are hoping that Belden Place provides an immediate offset of attainable units to bring balance to this trend and sets a standard for designing

neighborhoods targeting locals instead of opting for the implementation of easy approval, low-density luxury-priced units. We hope that this neighborhood inspires landowners to join in with this movement by consolidating their redevelopment goals and parcels with adjacent properties, instead of promoting the piecemeal development that has been happening in the past few years resulting in a lack of assets outside of residences. Infill is tricky and wrought with greater logistical considerations, which is why sprawl happens most in greenspace areas. This results in a substantial burden to service providers, and we are seeing towns are going broke trying to pay and manage maintenance of these services- especially during pandemics that challenge our economic system. Smart planning and growth will create harmonious development and sustainable design in one easy way: supporting the increase in density using smaller lots and attainable house sizes, where appropriate. If luxury is proposed and approved, the next project should be for locals. Towns need to start finding balance in decision making, or we will price ourselves as average wage earners out of the towns we're trying to maintain and sustain. Sustainability means to keep things going as they are. Investment is needed when things begin to be lopsided in favor of quick and easy luxury developments only attainable to those who can afford them, and most likely, are using them for temporary or part-time occupation.

3. The adjacent and nearby neighborhoods will not be detrimentally affected by the proposed PUD.

APPLICANT RESPONSE:

As discussed earlier in this narrative, change, no matter how big or small will affect people either positively or negatively, based on who the person is. This is especially true of folks who have been living in the same house and in the manner they have for decades, more used to incremental change, rather than immediate change. This is something we cannot fight, but must endure. In the last 15 years, technology has sped up jobs, communication, access, and has changed our perception of time. The pandemic we are currently experiencing has done the opposite, by slowing things down giving us time to reevaluate what is important. These emotional responses may dissipate with the understanding that change is not a negative, but is a reality for so many people struggling to buy, maintain or even rent a home in Minturn. What is more important: having a home one can afford to maintain and avoid foreclosure when our economic system is compromised, or if a building has a roofline 6" taller than the older home with a flat roof. (That being said, per our definition, our homes outside of the multi-family at the back of the property are 28' however; many of our neighbors' homes are less than that so anything built to the max will make an impact over time).

Vibrant neighborhoods are what Minturn needs, versus large, empty luxury homes owned by second-homeowners that do not significantly contribute to supporting the ongoing economic needs of the town. Minturn has such a great energy that is slowly being replaced as more locals sell off their properties and leave town because they cannot afford to re-build on their own properties. This project wants to add to the community resident-base. As such, it will not be a detriment to the nearby neighborhoods, it is quite the opposite. It is an opportunity for the next wave/generation of Minturnites to continue to thrive in our small town, instead of creating a seasonal unsustainable ghost town.

4. *The mass and scale of individual buildings and the overall density of the PUD shall be consistent in scale and character to avoid abrupt and/or severe differences with the surrounding area.*

APPLICANT RESPONSE:

This is a tricky standard when so many buildings in Minturn are one-level or built to older purposed minimum use, not a maximum current and best use. We would love to offer ranch-style homes as they are highly sought after for seniors and persons with disabilities, but the real estate market has eliminated that option with such high land costs. However, we intentionally created single-level living homes within Belden Place. The good news is that Belden Place uses a density that is found dispersed throughout Minturn. We are on a public transit route, and you can walk to downtown. We have ample sunlight on this property, and have provided greenspaces in addition to the public open space that is adjacent to the property. We have met the code standards for parking, and have even taken it one-step further in providing underground parking for our multi-family building to reduce the visual impacts of surface parking. We have done all we can to bring compatibility to this neighborhood out of our love and respect to our neighbors and the character of Minturn without assistance from the Town. (See also previous comments).

5. *The PUD can be completed within a reasonable period of time, which shall be determined prior to final approval of the PUD.*

APPLICANT RESPONSE:

This project is slated to be completed in three (3) phases, post entitlement processing. Due to the excavation that is needed, it is anticipated that the multi-family buildings at the rear of the development will be first as they have underground parking. This phase will also use the existing water taps we have already. Phase 2 will be more random depending on sales of lots/units and the availability of additional water taps. The final phase will include the completion of landscaping and open space amenities.

6. *The PUD provides for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point.*

APPLICANT RESPONSE:

We are so fortunate to have a project located in proximity to the river. While we are not proposing any major recreational aspect with this project, we are excited to have a project that incorporates open space as a quality of place element.

7. *The residents of the PUD have easy access to recreational amenities.*

APPLICANT RESPONSE:

Recently, the recreation facility at Maloit park has come to the forefront of discussion with the Town. Having density on this end of town should help foster more local activity at this facility. Additionally, having an improved public transit system to get people around should also help in this regard. Best, our project location is great for biking or walking to downtown, or, further south to Maloit park. Being across from the Boneyard also is a great bonus to residents, as is National Forest Land to the south of our site.

8. *Any increase in density proposed above what is permitted in the underlying zone shall be mitigated by increasing the land dedications to open space, recreational amenities or other public facilities and services.*

APPLICANT RESPONSE:

See previous comments. Additionally, we have submitted that we are open to doing what's necessary to help in achieving this development. For instance, contributing to the anticipated bus shelter- a significant cost to a transit system.

9. *Any proposed commercial or industrial development can be justified.*

APPLICANT RESPONSE:

Not applicable

10. *The streets are adequate to support the anticipated traffic, and the development will not overload the streets outside the planned area.*

APPLICANT RESPONSE:

There will be no major highway improvements necessary for this project, as the density is under the threshold that warrants such improvements. A traffic study has been submitted, and is available in the application appendix. Regardless, any necessary improvements will be designed accordingly. At a minimum, we will be applying for a new access permit that will be constructed with our overall access improvements.

11. *Proposed utility and drainage facilities are adequate for the population densities and type of development proposed.*

APPLICANT RESPONSE:

Drainage controls have been designed to capture all onsite effects created from the new subdivision, and neighboring properties (historical flows). We have also been discussing larger participation with the Town and have implemented a drainage plan that anticipates capturing additional, offsite drainage that will travel across our property and the Highway, to be discharged into the river. This will positively impact neighbors in the event of a major occurrence by providing a regional drainage improvement. Please see attached drainage plan for details.

12. *Residential density and intensity of other uses shall be limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the specific characteristics of the subject land.*

APPLICANT RESPONSE:

Please see previous comments.

13. *A favorable finding is made on the environmental assessment or environmental impact report.*

APPLICANT RESPONSE:

No significant environmental concerns have been discovered for this site.

14. The preliminary plan for PUD shall comply with the following open space and recreation standards:

CODE	APPLICANT RESPONSE
(1) A minimum of twenty-five percent (25%) of the gross land area shall be reserved for common recreation and usable open space. Parking areas, street rights-of-way and minimum yard setbacks shall not be counted when determining usable open space. Water bodies, lands within critical wildlife habitat, riparian ecosystems and one-hundred-year floodplains that are preserved as open space shall count towards this minimum standard, even when they are not usable by or accessible to the residents of the PUD.	This project offers 18% of useable or quasi-useable open space that will house a natural playground. Additionally, there are acres of adjoining public land on the south property line, and perpetual open space (Boneyard) to the north- right across the street. This neighborhood has fantastic access to open-air recreation areas.
(2) All common open space and recreational facilities shall be shown on the preliminary plan for PUD and shall be constructed and fully improved according to the development schedule established for each development phase.	Acknowledged. Installation of any equipment shall occur on or before the last phase of construction.
(3) All privately owned common open space shall continue to conform to its intended use, as approved in the preliminary plan. To ensure that all the common open space identified in the preliminary plan will be used as common open space, restrictions and/or covenants shall be placed in each deed to ensure their maintenance and to prohibit the division of any common open space.	Common space lots will be identified on the Final Plat; has been captured in the PUD Guide, and will be owned and maintained by the Owner's Association.

SEC. 16-17-120. - CLUSTER SUBDIVISIONS.

Cluster subdivisions shall utilize the PUD procedures, except that the gross project density shall not exceed fifteen (15) dwelling units for each acre of net developable land.

APPLICANT RESPONSE:

Although this project may not be considered a cluster subdivision in the rural sense, the homes are smaller than the average being built in Minturn lately and are located on small lots that are tightly positioned as a means to create a neighborhood that has the public benefit of attainability as well as to offer an actual playground for families (Minturn does not have community playgrounds outside of Little Beach Park and Amphitheater). With the piecemeal development that has been happening in town over the years, no new open space has been provided by other private builders. Our project offers a central greenspace as a trade for use of density and small lots- which IS a clustering element. Additionally, our density DOES NOT exceed 15 units per acre, which is the medium of the MDR zone district limitations, which is only a 3% increase over what has been there historically.

Infill development is much harder to satisfy typical local code requirements that use cluster provisions to limit sprawl or for the public benefit of open space retention; however, for this

property, it wouldn't make too much sense to do that given it is flanked by public open space on both sides. Importantly, the Code does not give any guidance or requirements to satisfy this provision, just a density limitation. We hope to set the standard for new developments contemplating use of density on non-greenfield parcels, and especially on greenfield parcels that exist on the fringe of Minturn.

ZONING/MAP AMENDMENT

Sec. 16-21-450. - Standards

The wisdom of amending the text of these Land Use Regulations, the Character Area Zoning Map or any other map incorporated in these Land Use Regulations is a matter committed to the legislative discretion of the Town Council and is not controlled by any one (1) factor. In determining whether to adopt, adopt with modifications or disapprove the proposed amendment, the Town Council shall consider the following:

1. *Consistency with Master Plan. Whether and the extent to which the proposed amendment is consistent with the purposes, goals, policies and Character Area Zoning Map of the Master Plan;*

APPLICANT RESPONSE:

Please see previous comments.

2. *Compatible with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate Character Area and zone district for the land, considering its consistency with the purpose and standards of the proposed zone district;*

APPLICANT RESPONSE:

This development simply replaces a residential subdivision with a residential subdivision. It should not alter the character of the neighborhood, and aside from a slight increase in density, the intention of this development is consistent with what was there historically- just nicer with quality homes that will improve property values in Minturn.

3. *Changed conditions. Whether and the extent to which there are changed conditions that require an amendment to modify the use, density or intensity.*

APPLICANT RESPONSE:

As vacant land gets sparser and sparser to find in our valley- and especially Minturn- infill development will become the norm for growth. This is a smarter way to develop and sustain a town to help in keeping services affordable, and in getting people out of their cars and walking or biking around town. Importantly, it is necessary because land costs are so high. We have already discussed how Minturn has lost homes in its inventory, and local-ownership of remaining homes has decreased. In the last few years, we've also seen the increasing trend where many older homes have been replaced with bigger, more expensive luxury homes. This displaces tenants who may have been renting the older homes, or causes people to sell their properties and move elsewhere because they are land rich, cash poor and cannot afford to rebuild a derelict home that needs a lot of work to renovate.

Locals are being displaced by those who can afford to build and/or buy in the luxury market⁵, and that is an ever increasing threat to the sustainability of a well-balanced and town that was once soaked in vitality. Remember when we used to have a bank?

- 4. *Effect on natural environment. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife habitat, vegetation and wetlands.***

APPLICANT RESPONSE:

This project will not have any significant impacts to any aspect of the natural environment.

- 5. *Community need. Whether and the extent to which the proposed amendment addresses a demonstrated community need.***

APPLICANT RESPONSE:

Quality housing, quality of place, and quality of life are all community needs. Additionally, economic contributions to a small town are valuable, as is affordability. This project seeks to help the sustainability of Minturn, and the people behind the project are in it for the long haul. The community creators of this project are locals who want to help locals find quality housing, without having government support outside of the support and approval of the entitlements (namely density). Housing is always going to be a community need, and it is an especially important one for the working class people living here.

- 6. *Development patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern and not constitute spot zoning, and whether the resulting development can logically be provided with necessary public facilities and services.***

APPLICANT RESPONSE:

This project is located in an area suitable for development, in an already developed, residential area. We are simply requesting a (residential) PUD zoning overlay, and this will not cause spot zoning as the underlying properties are already zoned residential and were previously built using medium density. Public services have already been utilized at this location; this is a redevelopment project.

- 7. *Public interest. Whether and the extent to which the area to which the proposed amendment would apply has changed or is changing to such a degree that it is in the public interest to encourage a new use or density in the area***

APPLICANT RESPONSE:

Maintaining the base population of Minturn is important for the continued success of this small town. High vacancies, or displacement of locals now and for future generations is important for a town's viability and sustainability. "Will your children be able to live in the town they grew up in?" is an important question to ask. The next question is, "Do we have a diverse housing portfolio that gives lifestyle choices for changing demographics and their

⁵ 2018-12, Daniel Herriges, <https://www.strongtowns.org/journal/2018/12/10/why-are-developers-only-building-luxury-housing>

wants and needs?” We believe the creation of a non-luxury neighborhood is in the public interest, or at least, it should be. This is especially important thinking about what the future holds in this valley and the effects of second-home ownership thanks to situations like the COVID-19 pandemic we are experiencing currently.

Proposed Amendment:

SOUTH TOWN CHARACTER AREA

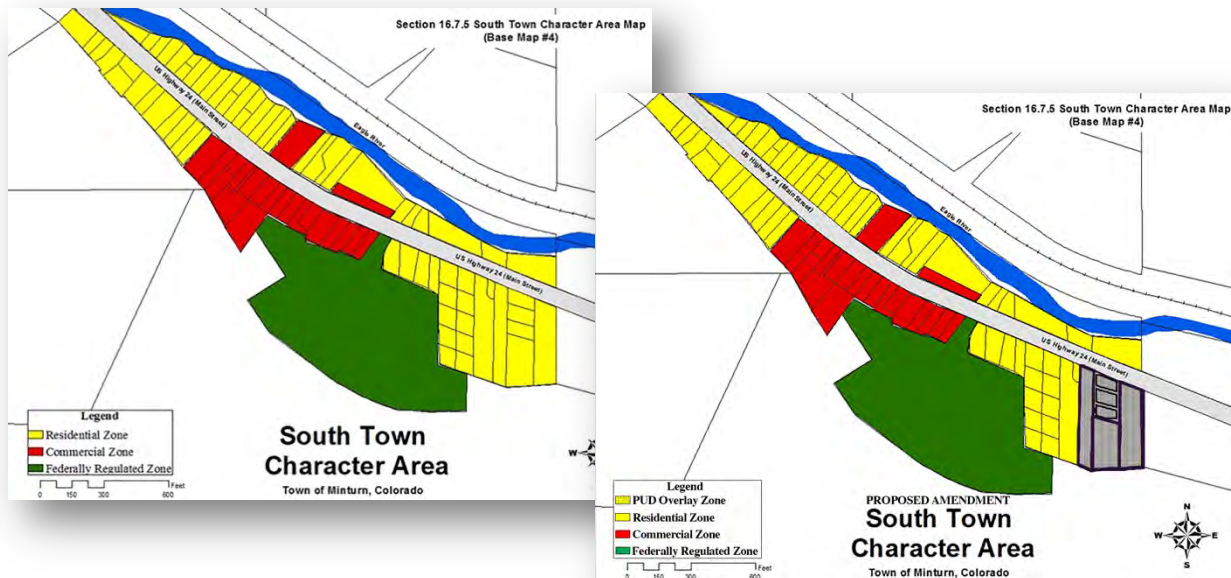
This area is characterized by larger lots than those found in other areas of the Town. Existing commercial areas are auto-oriented (and should remain so); however, the mixed use character discourages the allowance of high-impact commercial uses. Limited retail businesses are appropriate, along with low-impact service-oriented activities.

Parking along the front of Highway 24 is discouraged; however, if location is approved, the parking shall be broken-up into smaller areas, well-landscaped or screened from the highway and adjacent structures.

The incorporation of unifying elements would further define and characterize this area. These elements could include common color and material of structures, awnings, common fencing and pedestrian interconnections.

APPLICANT RESPONSE:

All parking will be contained onsite, and pedestrian connections are an important element of this project. Belden Place hopes to create an amazing new alternative for local home ownership. With many of the homes in South Minturn being replaced by luxury priced homes, keeping a local feel will help to maintain the South Town Character.



Proposed PUD Overlay/Character Area/
Zoning Amendment

CONCLUSION

Aside from the railroad property, there is not a lot of opportunity for the development of new, comprehensive, complete neighborhoods with diverse, quality, composed housing in Minturn. With low rental vacancies or rental availability, high land costs, and a majority of homes that are becoming in great need of repair and/or replacement, it is time for projects like this new neighborhood to help lead the way in increasing local home ownership and the creation of quality-place consolidated infill development. Inspired by the history of Minturn, and by the unique and eclectic people who live- or want- to live here, this project is a vehicle for Minturn's long-term sustainability. We hope you agree.

PUD GUIDE & DESIGN GUIDELINES



BELDEN PLACE
PUD GUIDE
+
ATTAINABLE
HOUSING PROGRAM



Planned Unit Development Guide

I. PURPOSE

The purpose of this document is to provide the applicable standards, restrictions and nuances which govern land-use and design within the Belden Place subdivision. The PUD Guide will serve as the "Zone District Regulations" for the PUD and is in conformance with the approvals and conditions as set forth by the Town of Minturn and the applicable Development/Municipal Code thereof.

II. APPLICABILITY

The Belden Place PUD authorizes a total of 41 dwelling units on 27 lots. The residential mix of units are comprised of single-family, duplex, triplex and multifamily dwellings on 2.362 acres of land within the south Town of Minturn, Eagle County, Colorado. All development within the Belden Place PUD is administered by the Town of Minturn through the provisions of this PUD Guide. Building construction within the PUD is governed by the applicable Town of Minturn ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103, C.R.S., as amended.

III. GENERAL CHARACTER

The Belden Place neighborhood is characterized by a mix of elements from the Town of Minturn code and Comprehensive Plan. This walkable/multi-modal development with connection to downtown and the Minturn Fitness Center is comprised of single-unit, duplex-units, and multi-family units, located along a local, privately owned and maintained street that loops through the development. Anchoring the subdivision is a dedicated central greenspace/common area for residents to gather that includes a recreation area. Across the highway public has access to the Boneyard, which is a permanent open space area complete with river access and to the south, access to National Forest Service lands.

IV. PUD CONFLICT AND ENFORCEMENT

The Belden Place PUD Guide constitutes the standard zoning provisions for this subdivision, as adopted by The Town of Minturn. Where this Guide is silent, the applicable provisions of Town of Minturn development code shall govern. If there is any conflict between the provisions of this Guide and the provisions of Town of Minturn development code or any other ordinances, the provisions of this Guide shall prevail and govern the development of the PUD.

The Belden Place Owners Association is responsible for interpreting and enforcing this Guide in accordance with the terms of the CC&Rs, provided, however, The Town of Minturn shall have the independent right to enforce the provisions of this Guide. The Town of Minturn expressly reserves the right to refuse to approve any application for a building permit or certificate of occupancy for the construction or occupancy of any building or structure within the PUD if said building or structure fails to comply with the requirements of

this Guide. This provision shall not be construed as a waiver by any appropriate party, including without limitation, any owner of a Dwelling Unit, the Owners Association, the Design Review Committee, or the Developer, of any right to appeal, pursuant to the appeal rights otherwise available under the Town development code, building codes, or by other applicable law.

V. PUD AMENDMENTS

Changes in use resulting in more intensity of development, major rearrangement of lots into areas not previously containing development, overall increases in development intensity or density, and decreases in the area or provisions for open space will require approval by the Town Council following the procedures of this Article for the submittal of a PUD preliminary plan; however, certain submittal requirements shall be waived if determined by the Planning Director as minor, and deemed unnecessary given the information already on file with the Planning Department. At a minimum, a revised development plan shall be submitted showing the proposed changes to the plan. An amendment to a PUD may be filed by any owner within the PUD, subject to any homeowner association rules and regulations.

Minor amendments are those changes which will not alter the original project concept but which may result in minor changes in the design of Belden Place. Minor modifications include, but are not limited to minor adjustments to building envelopes, architectural design elements, and additions of land uses not previously listed but determined to be similar to listed uses.

Appendix A – Attainable Housing Program, may be amended by the Town of Minturn or assigns from time to time, to ensure the program’s viability and to consistently reflect the needs of the community. Modifications shall be done administratively, and documents shall be re-recorded (Appendix and PUD guide), to ensure documents are always up to date.

VI. DEFINITIONS¹

Accessory Dwelling Unit. A dwelling unit that is accessory and subordinate to the principal use of the property that has been designed and intended for occupancy by the caretaker of said property, persons who live and work in Eagle County, or relatives and guests of the occupants of the principal use of the property. An accessory dwelling unit contains a kitchen facility separate from the principal use.

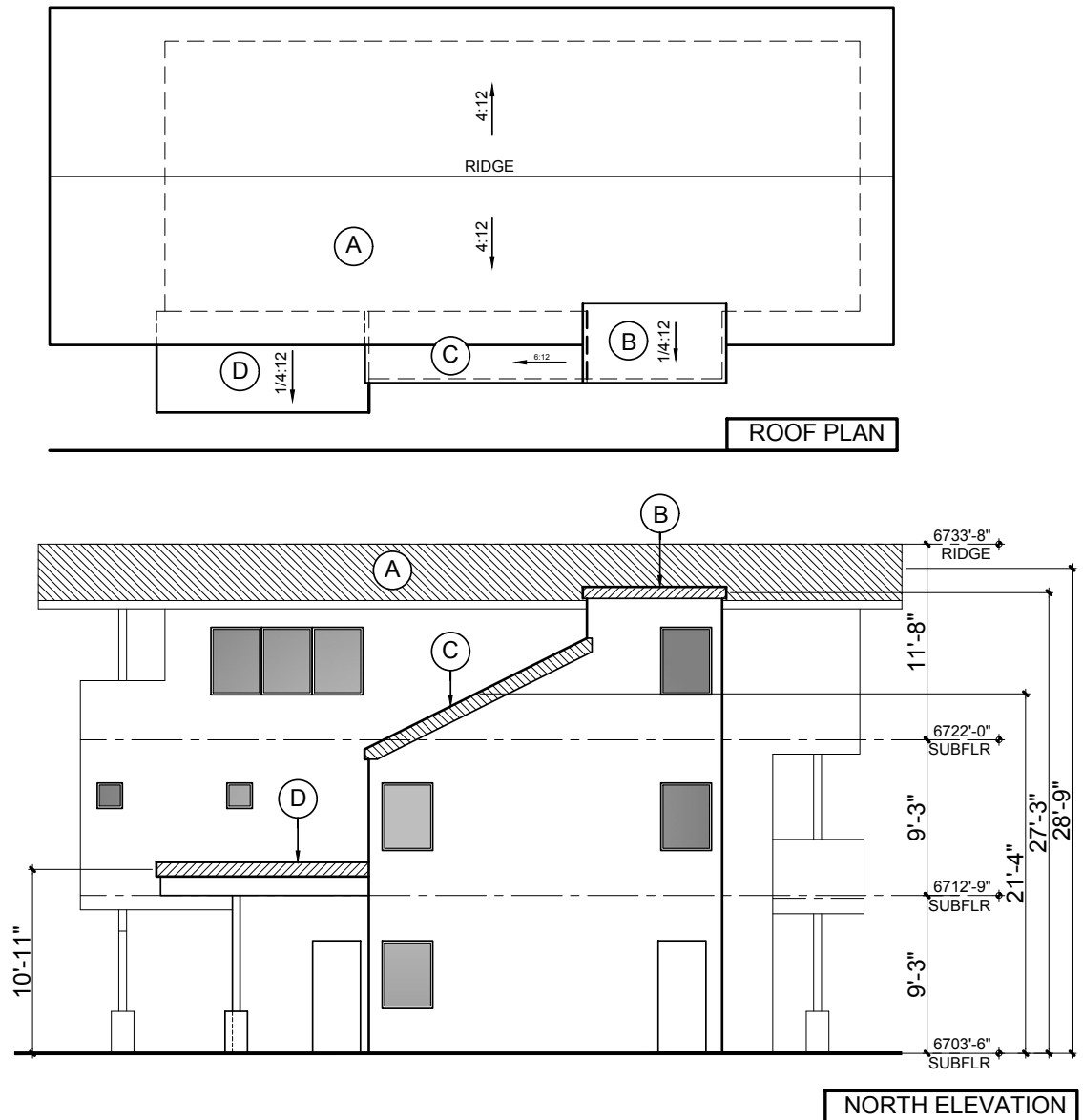
Accessory Use. A use located or conducted upon the same lot as the principal use to which it is accessory that is clearly incidental, subordinate, secondary and devoted to the principal use, and is customarily found in conjunction with the principal use. For example: personal gardens are accessory uses customarily found in conjunction with residential uses.

Association. Association shall mean the Belden Place Owner Association (BPOA or OA).

¹ All images herein this section or in design section are for illustrative purposes only, and do not necessary reflect architectural requirements or restrictions as found in this PUD guide, nor the lot lines or parcel shapes as found on any plat for Belden Place or duplex or multi-family subdivision plats.

Building Envelope. Building Envelope means that portion of a Lot, which may be depicted and designated as the Building Envelope on the Belden Place plat. All structural improvements must be located entirely within the Building Envelope unless expressly permitted in this PUD Guide.

Building Height. Determining building height uses a weighted height calculation as measured from final/finished grade- See illustration.



ROOF MARK	ROOF AREA (SF)	ROOF AREA %	AVG HEIGHT	WEIGHTED AVG
A	984	85.1	28'-6"	2,425.35'
B	40	3.5	27'-3"	95.37'
C	56	4.8	21'-4"	102.38'
D	76	6.6	10'-11"	72.07'
TOTAL:	1,156	100.0	-	2,695.17'

2,695.17' / 100 = 26'-11" AVG ROOF HT

Building Setbacks. See Building Envelope.

Condominium Unit. An individual air space until consisting of any enclosed room or rooms occupying all or part of a floor or floors used for residential purposes, together with the interest in the common elements appurtenant to that unit. Dwellings are intended to be occupied by one family living independently of any other family, and having not more than one indoor kitchen facility which is limited to the use of one family. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

Day Care Home. A Day Care Home means a residence that provides regular care and supervision for an entire day or a portion of a day, for more than two (2) but not more than six (6) children from birth to sixteen (16) years of age, or seniors 65 years or older- neither of whom are related to the owner, operator or manager thereof; whether such facility is operated with or without compensation for such care. All Day Care Home residences must obtain and remain in compliance with any State of Colorado or Town/County requirements.

Duplex. Duplex structure shall consist of two-dwelling units within a single, architecturally integrated structure. A duplex- also referred to as a two-family structure, contains a primary and secondary unit. If the property is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently. The secondary unit must be integral with the architecture of the primary unit. See illustration in design section.

For purposes of dwelling unit definition each duplex residence counts as a dwelling unit, with a maximum of two dwelling units per duplex structure.

Dwelling Unit. One or more rooms occupied by one family or group of people living independently from any other family or group of people and having not more than one indoor cooking facility which is limited to the use of one family. For purposes of density calculations, Accessory Dwelling Units are not considered a separate dwelling unit and shall not affect density calculations. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

Grade, Finished. Finished grade means the final elevation of the ground level as established with the initial building permit for each residence within the development.

Grade, Natural. Natural grade means the elevation of the ground level prior to construction or in areas of stream setbacks that has not been altered in anyway prior to creation of the lot; previously undisturbed area.

Greenspace. Greenspace areas include all areas surrounding impervious materials and surfaces; and areas surrounding buildings. Common or useable greenspace areas (area under ownership of the Association) may have playground equipment picnic benches, and improvements such as fire pits etc. as provided and approved by the Owners' Association. All common greenspace areas are maintained by the OA.

Home Occupation. A Home Occupation means the conduct of a business, occupation or trade as an accessory use entirely within a residential building or accessory structure for gain or support, only by residents of the dwelling. Home occupations do not serve patrons

on the premises, except in an incidental manner. No signs, nor advertising of any sort may be located on residential premises.

Impervious Coverage. Impervious coverage means the portion of a lot covered by materials forming any unbroken surface, impervious to water including, but not limited to: buildings, streets, slab on-grade patios, exterior fireplaces, and other hardscape materials. Impervious coverage excludes non-hardscape areas under eaves.

Kitchen Facility. A Kitchen Facility means a room or portion of a room devoted to the preparation or cooking of food for a person or a family living independently of any other family which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A room containing a wet bar or similar that is a homeowner convenience, and is not intended to function as the cooking facility for a separate dwelling unit (does not contain a gas or 220-V electric hook-up) shall not be considered a kitchen facility.

Triplex. Triplex structure shall consist of three-dwelling units within a single, architecturally integrated structure. Triplex structures can be constructed as townhomes or vertical flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

Multi-family. Multi-family structure shall consist of four or more dwelling units within a single, architecturally integrated structure. Multi-family structures can be constructed as townhomes, condominiums, or vertical flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

Open Space. A dedicated lot within the Belden Place neighborhood dedicated to public or private use, intended for use in its natural state, or which may be landscaped and improved for such amenities as playgrounds, passive or active recreation areas, picnic areas, pedestrian footpaths, etc.

Parking Space. Parking spaces may include driveways, garages, or within designated areas along greenspaces for Belden Place.

Primary And Secondary Lot Lines. Primary lot line means platted lot or parcel lot lines utilized to compute compliance with this zoning document. Secondary lot line means the internal property line that resubdivides (e.g.) a duplex or triplex structures into two (2) or more properties and do not have setback requirements.

VII. DESIGN STANDARDS

The following Intent Statements are intended to provide further information regarding intent and performance expectations for Belden Place site and building/design standards.

GENERAL INTENT

- Implement the Town of Minturn Comprehensive Plan.
- To continue Minturn's physical character and convenient access to community assets, public open space, and transit.

- Improve compatibility with and respect for the existing character and context of Minturn and its eclectic persona through use of considerate lot size, form, color and materials.
- Give prominence to livable scale and historic lot sizes and the variable building proximities found in the town, which is a defining element of the eclectic character and design of Minturn in general.
- Spatially define lots and their associated greenspace as a positive feature resulting in a manner that promotes a tight-knit community.
- Provide pedestrian connections between Belden Place, public open space, commercial amenities and transit.

BUILDING PLACEMENT AND ENVELOPES

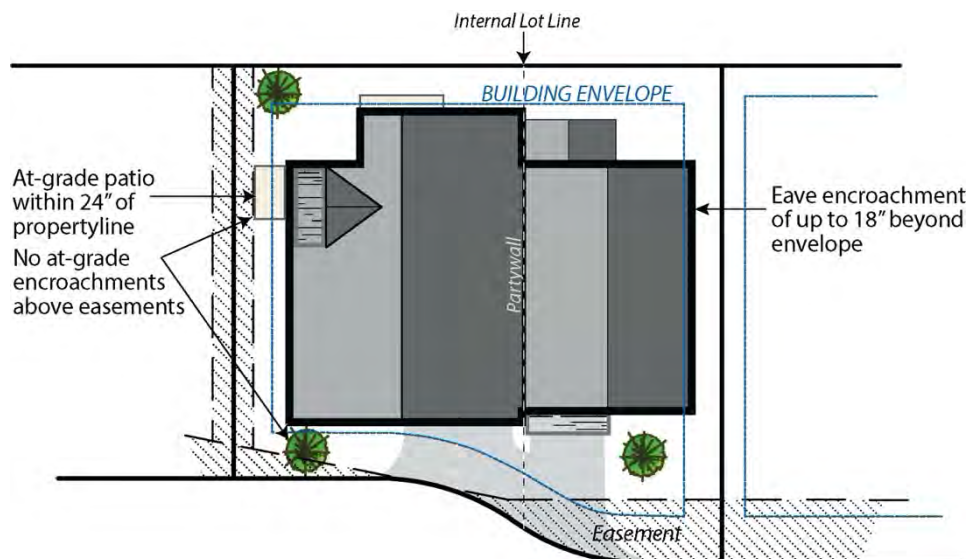
Residential building envelopes are necessary in order to maximize the buildability and economic viability of the lots while offering greenspace and or space between neighbors to the greatest extent possible. All portions of structure- including fireplaces, chimneys, window wells, eaves, overhangs, etc. must be contained within property lines; however, with the platted building envelope acting as building setbacks for each lot, encroachments are available for certain features.

The following encroachments are permitted beyond the platted building envelope:

Unenclosed or uncovered decks, deck supports, eaves up to 18" beyond the envelope; porches, patios and landings less than 30" above the surrounding natural or finished grade, window wells, heat or A/C units, residential solar alternative energy installations, fences, counterforts below grade, staircases (enclosed or otherwise), structures of less than 6" in height, landscaping and drainage features. No encroachment may be located within 24" from the property line or directly on top of in-ground utility easements.

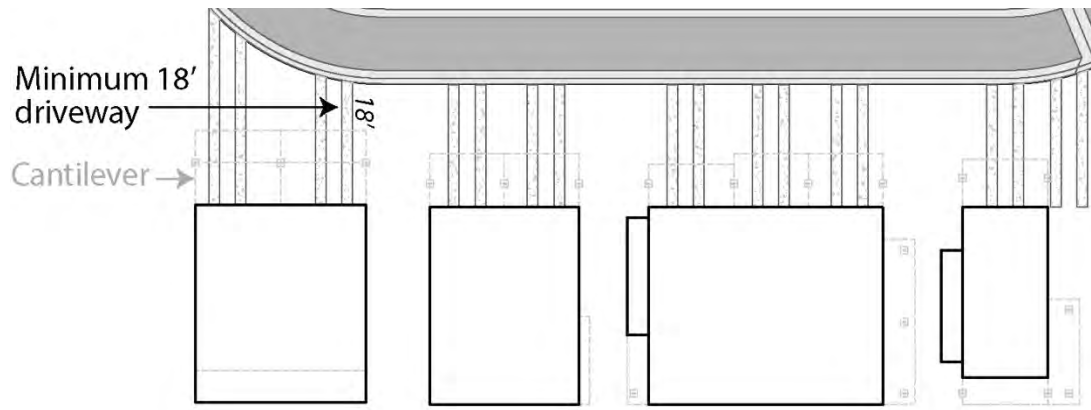
General Notes:

- All lots except for Lots 7, 12-14, and 17: Minimum 8' between residences required measured from eave to eave.
- Lots 12-14: Minimum 6' between neighboring residences required measured from eave to eave.



PARKING

- Driveways must be long enough to accommodate a minimum of one (1) vehicle parking space for each residence.
- All parking spaces shall be a minimum of 9' x 18'.
- Parking spaces shall not be located on sidewalks.
- Storage of inoperable vehicles or storage in general is prohibited in exterior parking spaces.
- ADUs are only permitted if there is sufficient parking for this additional dwelling unit.



BUILDING HEIGHT

All residences have the height limitation as shown, as measured per the PUD definition.

Structure	Height Max
Single-Family Homes	28'
Duplex Unit/Tri-plex	28'
Multi-family Unit	35'

BUILDING COVERAGES

Building Coverage

Impervious Coverage*

Lots	Class	Max %	Lots	Max %	Notes
Lot 1	SF	55%	Lot 1	45%	
Lots 2/3	DU	65%	Lots 2/3	55%	
Lot 4	SF	60%	Lot 4	50%	
Lots 5/6	DU	60%	Lots 5/6	50%	
Lot 7	MULTI	50%	Lot 7	60%	
Lots 8/9	DU	65%	Lots 8/9	55%	
Lots 10/11	DU	60%	Lots 10/11	55%	
Lots 12/13/14	MULTI	60%	Lots 12/13/14	60%	
Lot 15	SF	50%	Lot 15	40%	
Lot 16	SF	50%	Lot 16	40%	
Lot 17	SF	50%	Lot 17	50%	
Lot 18	SF	40%	Lot 18	30%	1
Lot 19	SF	45%	Lot 19	35%	1
Lot 20	SF	30%	Lot 20	40%	
Lots 21/22/23/24/25	MULTI	65%	Lots 21/22/23/24/25	45%	1

Lot 26	SF	65%	Lot 26	60%	1
Lot 27	SF	65%	Lot 27	60%	1
Notes					
1	Sidewalks shall not be included in impervious coverage calculations				

PERMITTED USES

Lot Classes



Single-Family Lots

USE	NOTES
Accessory Dwelling Unit	One (1) unit. Unit is connected to main dwelling and cannot be subdivided. ADU has independent kitchen, and shall be no larger than 750 sq. ft. ADU is not considered as a dwelling unit, as it is integral to home.
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite.
Day Care Home	Must obtain all applicable licensing from State, and/or Town, and/or County prior to onset of use. No signage or advertisement of use permitted onsite. Only one (1) single-family home may have this use at any time.

Duplex/Tri-plex/Multi-Family Lots

USE	NOTES
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite.

Tracts A, B, C

USE	NOTES
Open Space, Drainage, Utilities	Playground equipment, benches, and similar may be placed here. Hardscape walkways are permitted. Utilities can be placed here without the need for additional easements.

All lots: Residential Solar Energy Systems and Equipment (Personal Use)

ARCHITECTURAL DESIGN CONTROLS – *See also Belden Place PUD Design + Use Guidelines*

1) SINGLE-FAMILY DETACHED

- a. Style
 - (1) Residences with the same architectural elevations and coloring shall not be placed adjacent to each other or directly across the street from one another.
 - (2) Each residential unit type shall have at least two (2) elevations to provide stylistic diversity. This may include:
 - i. Roof forms/lines and profiles
 - ii. Varied window and door styles
 - iii. Varied entry treatments and locations including porches, columns, etc.
 - iv. Two or three story homes
 - v. Second or third story decks or balconies
- b. Building Form
 - (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front and sides of the homes.
 - (2) Zero degree flat roofs are prohibited. Roofs shall be sized and pitched accordingly in consideration of solar technology and/or drainage.

2) DUPLEX/TRI-PLEX or MULTIFAMILY STRUCTURES

- a. Style
 - (1) Structures shall have at least two (2) elevations to provide stylistic diversity.
 - (2) Units may be multi-stories.
 - (3) Units may be divided horizontally (townhomes) or vertically (flats).
 - (4) Second story decks or balconies permitted.
 - (5) Units have no minimum length of connection, and may be joined via shared walls of the garage, external staircases, or main living area wall(s).
- b. Building Form
 - (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front of the homes.
 - (2) Zero degree flat roofs are prohibited. Roofs shall be sized and pitched accordingly in consideration of solar technology and/or drainage.

MATERIALS

- 1) Roofing materials are limited to the following:
 - a. Artificial wood shingle (to mimic wood shake shingle). Treated wood shake shingles or any other combustible material is prohibited.
 - b. Standing seam metal.
 - c. Asphalt shingles.
 - d. Imitation (composite or similar); or, real slate tiles.
 - e. Non-reflective solar tiles that mimic the above-mentioned products
 - f. Any other recommended FireWise materials similar to the above-mentioned products.
 - g. All roofing materials to have non-reflective finishes.

- 2) Siding materials are limited to the following:
 - a. Metal
 - b. Wood
 - c. Composite siding
 - d. Fiber cement board (commonly known as “Hardie Board”)
 - e. Stucco.
 - f. Any other recommended FireWise materials similar to the above-mentioned products.
 - g. All siding materials to have non-reflective finishes.
- 3) Doors and Windows:
 - a. Structures with multiple garage doors must always have identical, matching doors.
 - b. All windows should look similar/be consistent as far as color, materials, and style (e.g. muntins or no muntins)- especially on the front of the structures and on each floor or story. Skylight or solar tubes permitted.
 - c. Screen or storm doors, in addition to typical front doors are permitted. Screen or storm doors cannot replace front doors at any time.
- 4) Design Elements. This development may incorporate mountain appropriate design elements into the buildings, including, but not limited to, exposed heavy timber beams as accent elements or entry features, walls faced with wood, stone, faux stone or cultured stone, metal railings or accents. Stucco may only be utilized in small quantities on building facades, and is not to be used as a primary material for home.
- 5) Building materials for residential exteriors shall include at least two (2) types of materials as part of the building façade.
- 6) Roof-top decks are permitted on lots

LANDSCAPING – *See also PUD Landscaping Plan*

Shall not interfere with any drainage way, utility, pedestrian access, or entry into any structure. Landscaping shall not obscure windows, be installed under gas fireplace or dryer vents, nor shall any landscaping material overtake any yard, or spread into any common or neighboring yards.

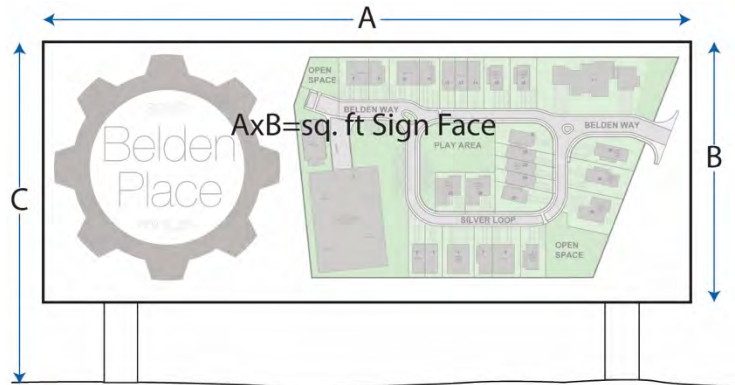
Landscaping minimums:

1. At least one (1) tree per 1,500 sf of lot area and two (2) shrubs for all residential lots.
2. No exposed soil is permitted. Soil must be covered in groundcover that may consist of seed (includes wildflower seed), cobble, perennials, mulch, or similar.
3. All dead materials must be replaced during the same season death occurs.

SIGNS

Temporary Subdivision Sign. Temporary subdivision sign limited to one (1) sign to be permitted during sales and construction of residences. Signs may be double-faced front

and back. The signs shall be a maximum of 20 SF per sign face (A x B). 40 SF for a double face sign, front and back. Sign shall not exceed 8 feet in height (C).



The sign may not encroach or impede the visual site clearance triangle at the subdivision entrance. Sign may be illuminated by means of downcast "portrait" lighting only.

Individual real estate signs may also be permitted on individual lots during construction and may not exceed 20" x 24" in size for each lot.

Permanent Subdivision Sign. Permanent site identification signs may be erected for the purposes of identifying this neighborhood. This sign shall be considered a monument-type sign and shall be integrated into the landscaping of the allocated easement on Lot 18. The color style design and material shall conform to the general architectural character of the Belden Place and shall comply with the Town of Minturn sign code.

BELDEN STREET SIGNS AND LIGHTING

Using wood posts and metal accents, this is an illustration of Belden Place common street signs, posts, and pathway lighting bollards.

LIGHTING

1. Lighting within the project shall consist of downcast varieties and shall not cast any glare on adjacent land uses. Light standards shall not exceed 15 feet in height and shall be coordinated with the Town of Minturn as to location style and function through the building permit process.
2. All lamps shall be fully shielded by baffles extending at least two (2) inches below the bulb or protective lens. Shielding shall be required for all lamps including accent entry ways, pathway lighting, bollards, or, other pedestrian or safety lighting.



3. Illuminated signage is prohibited on residential lots. Pedestrian crosswalks and traffic signs may be illuminated. Monument lighting or buildings within common areas may also be illuminated, using downcast lighting.
4. Obtrusive canopy lighting and/or up-lighting of trees is prohibited. No illuminated flags and/or up-lighting of flag poles is permitted.
5. Residential downcast solar lighting is permitted to be used throughout Belden Place.
6. Motion sensor lighting is permitted to be used on residential lots; however, placement of which, must ensure that lighting does not affect adjacent properties or create glare.

STORAGE

1. No outside storage of materials other than those required for the initial construction of the structures shall be permitted. Residential trash shall be kept in wildlife-proof, lidded and/or sealed containers in a garage or shelter until the day of collection. Exception: temporary construction dumpsters are not required to be considered wildlife proof. That being said, no food waste may be disposed of in construction dumpsters, and must be placed in wildlife-proof, lidded and/or sealed containers until the day of collection.
2. Temporary trailer and/or residential units may be used as sales or construction offices during the initial sales and construction of Belden Place. Temporary trailer and/or residential units may not be used as sales or construction offices for the purposes of re-selling existing homes. Temporary material storage, or other temporary construction uses may be permitted during the construction time only; provided such activities are secured and not offensive. Such temporary uses shall terminate 90 days after receiving TCO of the final building within the project for which they were utilized.

MAINTENANCE

The Association shall be responsible for all common area maintenance including any drainage features. This includes, but is not limited to landscaping, playground equipment, underground drainage equipment or drainage ponds, irrigation systems, easements, utilities outside of residential lots, perimeter fencing, roads- includes snow removal, and common parking areas.

OTHER PROVISIONS

Miner's Base Camp, LLC hereby makes, declares, and establishes the limitations, restrictions, and uses upon all of real property contained within the subdivision as a Planned Unit Development (PUD) running with the land and binding upon all future owners of the lots within the subdivision, so long as this PUD is in effect.

No activities shall be conducted on the properties, which may be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on any of the properties and no open fires shall be permitted on the properties except in a contained unit such as a barbecue grill intended for cooking purposes or within a safe, and well-designed fireplace or exterior/removable fire pit which has a gas shut off.

Invalidation of any of these regulations and or restrictions by judgment or court order shall in no way affect or limit any other provision, which shall remain in full force and effect.

The Town of Minturn shall have the right to enforce these zoning restrictions and conditions placed within this PUD document. The Association shall enforce private covenants. Failure by the Town or Association to enforce any applicable regulation, restriction, or any covenants associated with Belden Place PUD shall in no event be deemed a waiver of the right to do so thereafter.

All construction, utility, drainage and/or other improvements including rights-of-way, or pedestrian improvements within the subdivision must be maintained and unobstructed at all times. Grading on the residential lots shall not be altered unless deemed necessary for drainage purposes. The potential for soil erosion due to removal of landscaping, etc. must be remedied immediately. All dead landscaping must be replaced upon discovery, during acceptable planting time during that same year of discovery.

Parking for each unit is limited the number of assigned spaces per lot, unit or structure.



APPENDIX A - ATTAINABLE HOUSING PROGRAM

This project is in accordance with the Community Housing Standards and Guidelines, Town of Minturn Article 26 of the Municipal Code. To the extent the Belden Place Deed Restrictions are silent, the Minturn Housing Standards and Guidelines, shall control.

The Belden Place PUD has three levels of initial restriction, components of which, meet or exceeds the requirements of the Minturn Housing Program.

- Level 1:** **Buyer Restrictions.** Aimed to ensure Minturnites have the first opportunity to purchase a Belden Place home within the town. Initially, 100% of all homes initially have this restriction.
- Level 2:** **Deed Restricted Units.** 10% or four (4) units of the Belden Place residential units shall be price-capped, for-sale deed-restricted community housing units with a maximum sales price set at or below two hundred percent (200%) AMI affordability level.
- Level 3:** **Resident-Occupied Units.** 50% or 20 units are restricted to be occupied by residents on a full-time basis.

LOCAL BUYERS PROGRAM – ALL LEVELS

Purchasers of Belden Place housing units that carry restrictions, and during each offering period, must be a qualified buyer/owner who meets the following criteria:

- 1) **Qualified Buyer: Business Owner.** An established business owner in Eagle County, Colorado. Owner may live in residence or rent out dwelling to employees of the business or as qualified below.
- 2) **Qualified Buyer or Renter: Employee.** An individual who works an average of 20+ hours or more per week at a business in Eagle County, Colorado for a business that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. If an individual worked 60 hours per week for one half of the year at such a business in Eagle County, Colorado, and worked elsewhere for the other half of the year, such person would be considered qualified to purchase a designated home.
 - a) An individual who is working for an employer based in another geographic location, but has been a homeowner or renter of a residence, or, is a registered voter in Eagle County for at least 5 years prior, would be considered qualified to purchase a designated home.

- 3) **Qualified Buyer or Renter: Retiree.** An individual who has recently retired; is 60 years of age or older at the time of retirement; and, for the 5 years immediately prior to retirement, worked an average of 20+ hours or more per week at a business in Eagle County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.
- 4) Units purchased by qualified buyer/owner, may rent their property to a tenant/individual who works an average of 20+ hours or more per week at a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business for a period of 6 months prior to tenancy, or has a legitimate contract to work for a business for a minimum of six (6) months after tenancy.
- 5) Proof to establish qualifications for any buyer/owner, must be provided to the Town of Minturn or assigns for review and approval, prior to sale and purchase of any restricted lot, or rental of a restricted Level 2 or Level 3 unit. Qualified renters of a restricted Level 2 or Level 3 unit residence must also do the same.
- 6) Tenants renting a room while qualified buyer/owner resides in the home, do not have to qualify for this program.
- 7) **Qualified Minturn Resident.** Minturn Residents must show proof of physical address. All qualified residents must have lived at this residence or within the town for at least one (1) year.

LEVEL 1 RESTRICTIONS: Buyer Restrictions

1. Buying and Selling of properties: Tier Sales.
 - a. Within the first 30 days of unit being offered for sale, sales are limited to Minturn Residents who are qualified buyers.
 - i. Non-qualified buyers must pay 2% buyout fee based on the final purchase price to be paid to the Town of Minturn during this time frame. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.
 - b. After 30 days and up to 60 days of unit placed on the market sales are limited to Minturn and Eagle County qualified buyers.
 - i. Non-qualified buyers must pay a 1% program buyout fee based on the final purchase price to be paid to the Town of Minturn. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.
 - c. After 60 days sales are open to any buyer, for all units that do not carry Level 2 or 3 restrictions.
2. The buyer/selling restrictions of the residential units in Belden Place shall sunset if at any time the market changes and this program is not of value to the Town of Minturn or

all units have had a buyout and funds provided to the Town of Minturn. This restriction may be removed at the discretion of the Town Council.

LEVEL 2 RESTRICTIONS: Deed-Restricted Units

1. Person(s) purchasing a deed-restricted unit must be a qualified buyer and also meet the 200% AMI qualification.
2. Deed restrictions shall run with the unit and cannot be removed or transferred to another unit once established.
3. Belden Place owners may add to their resale value the value of improvements and upgrades made to their units after purchase. Value shall be determined by Administrator, but should be commensurate with the cost of the improvement minus any applicable depreciation.

LEVEL 3 RESTRICTIONS: Resident-Occupied Units

1. Person(s) purchasing a resident-occupied unit must be a qualified buyer.
2. Units may be sold, or, once purchased, rented to qualified persons.
3. Deed restrictions shall run with the unit and cannot be removed or transferred to another unit once established.
4. "Resident-occupied" means persons living in these units must reside in units on an ongoing basis for a minimum of eight (8) months per year.

OTHER:

1. Deed restrictions, buyer and AMI qualifications shall be administered by the Town of Minturn, or their assigns (herein after "Administrator").
2. Short-term rentals are regulated by the Town of Minturn. More specifically, short-term rentals are controlled per Chapter 6, Article 7: Short Term Rentals and Chapter 16, Article 26: Community Housing Standards and Guidelines, as approved and amended from time to time by resolution of the Town Council. Units with Level 2 and Level 3 restrictions are not eligible for/as short-term rentals.
3. The Administrator will work with the owner to mitigate any unforeseen or exceptional circumstances that may affect restriction agreements. If any conditions have changed in the owner's situation that may affect the agreement of any level restriction, it is important to contact the Town of Minturn or assigns so that no penalties are incurred. Penalties shall be in accordance with those in place by the Town of Minturn or assigns.
4. Appendix A – Attainable Housing Program, may be amended by the Town of Minturn or assigns from time to time, to ensure the programs viability and to reflect the needs of the community. This does not permit the Town or assigns to restrict additional

Belden Place units without permission of property owners, unless, owners formally request restrictions be placed on their property. Modifications made to this document are generally limited to the buyer restriction requirements to ensure they mature according to community needs and for periodic updates to the AHP Allocation Table to ensure accurate administration of restricted units.

This Appendix may be amended without the need to amend the Belden Place PUD; however, upon the successful modification to Appendix A all documents shall be re-recorded as one document to ensure they remain connected.

5. Belden Place Housing Unit Allocations:

SEE Belden Place Attainable Housing Program Allocation Table, Next Page



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Belden Place Attainable Housing Program Allocation Table

**If a unit or lot has paid to remove the Level 1 restriction to the Town of Minturn, remove Y and replace with N and the date of removal. E.g. N – 12/15/22. If a unit has a Level 2 and/or 3 restriction applied by the Town of Minturn or assigns after the initial approval has been given, please add a Y and the date of assignment.*

LOT or UNIT*	LEVEL 1	LEVEL 2	LEVEL 3
1	Y		
2	Y		
3	Y		
4	Y		
5	Y		
6	Y		
7A	Y		
7B	Y		
7C	Y		
7D	Y		
7E	Y		
7F	Y		
7G	Y		
7H	Y		
7I	Y		
7J	Y		
7K	Y		
7L	Y		
8	Y		
9	Y		
10	Y		
11	Y		
12	Y		
13	Y		
14	Y		
15	Y		
16	Y		
17	Y		
18	Y		
19	Y		
20	Y		
21	Y		
22	Y		
23	Y		
24	Y		
25	Y		
26	Y		
27	Y		



BELDEN PLACE
DESIGN + USE
GUIDELINES



Belden Place Design + Use Guidelines

Welcome to Belden Place.

- I. Introduction
- II. Neighborhoods
- III. Residences + Site Elements
- IV. Organization + Structure
- V. Wildfire Mitigation
- VI. Neighborhood Standards
- VII. Community Standards
 - A. Storage + Trash
 - B. Decks + Porches
 - C. Fencing
 - D. Garages + Garage Doors
 - E. Parking + Driveways
 - F. Snow Storage
 - G. Accessory Structures
 - H. Address Markers
 - I. Landscaping + Patios
 - J. Outdoor Fireplaces
 - K. Exterior Lighting
 - L. Exterior Sound
 - M. Exterior Equipment + Satellite Dishes
 - N. Wind + Solar Energy
 - O. Exterior Modifications + Repairs
- VIII. Building Envelope Amendment



Belden Place Design + Use Guidelines

I. INTRODUCTION

These Design Guidelines are developed to shape the look and feel of residences and areas in the Belden Place PUD and to assist property owners in the enhancement and maintenance of their homes. All primary structures are intended to be designed and built or contracted by the Developer (or Declarant) and will be in agreement with Town of Minturn building and architectural design requirements; therefore, these Design Guidelines primarily address other elements that may be desired by Owners and guidelines for promoting safe and healthy living within the community.

The overall architectural aesthetic is mountain modern with urban industrial influences to invoke a mining town impression. Single family residences feature multi-level living with visual height and multi-level decks for outdoor living. Multi-family flats feature unified living areas and single level living with strong connections to the outdoors via windows and decks while maintaining the independence and light of three exterior side walls per unit.

Belden Place homes are designed to give residents interaction with neighbors in this pocket neighborhood while providing private outdoor living areas that encourage the pursuit and enjoyment of the health and wellness benefits of Colorado living. Residences are designed for active living in all areas of the home and property, while providing storage spaces in the garage along with car parking.

Sidewalks and pathways connect residences to the community park as well as open space across the road and encourage mobility, activity and interaction among Belden Place residents.

II. NEIGHBORHOOD

Belden Place is home to single family, duplex and multi-family homes centered around a neighborhood park. Intentional indoor outdoor connections with sliding glass doors, elevated decks, large opening windows and patios encourage connectivity to neighbors and the outdoors. Neighborhood sidewalks and paths encourage multi-modal connectivity to the Town of Minturn and add to the charm of small town living.

III. RESIDENCES AND SITE ELEMENTS

Single Family, duplex and multi-family homes will be built on rigid frames and installed on a traditional foundation. Garages, decks, patios, arbors and connecting features will be constructed on site to establish the home on the lot. Back yards, patios and elevated decks, along with side yards will create the primary outdoor areas for these units. Multi-family homes will have garage entry to a shared underground parking area with storage and elevator access to the flats.

IV. ORGANIZATION + STRUCTURE

The organizational structure and guidance for functions and authority of the Architectural Review Committee (hereafter “ARC”) derives from the Master Declaration of Covenants, Conditions, and Restrictions for Belden Place.

The Design Guidelines are binding upon all persons who at any time construct, reconstruct, refinish, alter or maintain any improvement upon the property, or make any change in the natural or existing surface, drainage or plant life thereof. The Design Guidelines are administered and enforced by the ARC in accordance with the Declaration and the procedures herein and therein set forth. The Design Guidelines may be amended from time to time and it is the responsibility of each owner or other person to obtain and review a copy of the most recently revised Design Guidelines. ARC decisions are effective for twelve months maximum.

A. ARCHITECTURAL REVIEW COMMITTEE MEMBERSHIP

1. The ARC shall consist of three to five members appointed by the Board of Directors of the Belden Place Association (or Declarant during the Period of Declarant Control.) Three members shall constitute a quorum to transact any business of the ARC. At its discretion, the Board of Directors may designate an alternate member of the ARC to substitute for any regular member unable to be present at regularly scheduled meetings. Members of the ARC need not be members of the Belden Place Association.
2. The regular term of office for each member shall be three years, with no more than a maximum of nine consecutive years, coinciding with the fiscal year of the Association. Any member may be removed by the Board of Directors of the Belden Place Association at any time by written notice to such appointee. A successor to fill such vacancy shall serve the remainder of the term of the former member. Any member of the ARC may at any time resign upon written notice delivered to the Board of Directors of the Belden Place Association.

B. DUTIES AND POWERS

1. All plans for site preparation, building construction, landscaping and site modifications, modifications to the exterior of buildings, alterations or enlargement of an existing structure, paving, fencing, sign erection or other improvements must receive written approval from the ARC. Approval from the ARC must be received prior to initiating any of the above activities. Alterations or remodeling of existing improvements which are completely within a building or structure and which do not change the exterior appearance of a structure may be undertaken without ARC approval.
2. During the construction process, no changes, alterations or additions to any plan or specification shall be made prior to obtaining written approval by the ARC.
3. The ARC shall rely on and have the right to interpret the guidelines contained herein as the primary basis for evaluating development proposals. The approval or consent of the ARC shall not be unreasonably withheld, actions taken shall not be arbitrary or capricious and decisions shall be conclusive and binding on all interested parties, subject only to the right of appeal by the applicant to the Board of Directors and review by the ARC.

Notwithstanding the above, the ARC shall have sole discretion to approve or deny any proposed improvement or development. Upon showing of good cause, the ARC may approve variances from any regulation or restriction contained herein, in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions for the Belden Place Association.

4. The ARC or its designated representative may monitor any approved project to the extent required to insure that the construction or work on such project complies with any and all plans and construction procedures. The ARC or its designated representative may enter upon any property at any reasonable time to inspect the progress, work status, or completion of any project. In addition to the enforcement of these guidelines, the ARC may withdraw approval of any project, and require all activity at such project to cease and desist if deviations from approved plans or construction procedures are not corrected or reconciled within 24 hours after written notification to the Owner specifying such deviations. Any material to be submitted or notice given to the ARC shall be submitted at the office of the ARC.

C. OPERATING PROCEDURES

1. The ARC shall select its own chairman and vice-chairman from among its members. The chairman, or in his/her absence the vice-chairman, shall be the presiding officer of ARC meetings. In the absence of both the chairman and the vice-chairman, the members present shall appoint a member to serve as acting chairman. Meetings shall be held upon call of the chairman or vice-chairman. All meetings shall be held in Eagle County.
2. Three members shall constitute a quorum for the transaction of all business. The affirmative vote of a majority of the members of the ARC shall constitute the action of the ARC on any matter before it. An alternate member may participate at any meeting at which there is not a quorum and shall have all of the full authority of a regular member. In the absence of a quorum, ARC meetings shall be adjourned to a later time or date as determined by the chairman.

D. REVIEW PROCESS

Any Owner requesting ARC approval must be current on all dues and fees owed to the ARC or Association before receiving ARC review.

All site development and improvements shall conform to the following design review and construction procedures and all other applicable local, county, state and federal governing codes, regulations and restrictions. It is the responsibility of the Owner/architect to become familiar with all regulations and requirements applicable to development within Belden Place, and to secure copies of the most current versions of all applicable regulations. The following list of codes, regulations and other documents are provided for informational purposes only, and serve as examples of other governing regulations that may apply:

- Belden Place Construction Rules and Regulations
- Belden Place Planned Unit Development Control Document

Belden Place Design + Use Guidelines

- Master Declaration of Covenants, Conditions and Restrictions for Belden Place and any Sub-associations
- Town of Minturn Development Code
- Uniform Building Code (or applicable building codes as adopted by the Town of Minturn)
- Uniform Mechanical Code (or applicable mechanical codes as adopted by the Town of Minturn)
- Uniform Plumbing Code (or applicable plumbing codes as adopted by the Town of Minturn)
- Uniform Fire Code
- National Electrical Code (or applicable electrical codes as adopted by the Town of Minturn)
- NFPA 101 Life Safety Code
- ANSI A117.1 – Accessibility Standards for Buildings and Facilities

The following pages outline the Sketch Plan Review and Final Plan Review steps in the design review and construction process. Refer to the appropriate checklists for requirements.

1. The fee schedule shall be adopted by the ARC. A design review fee shall be submitted to the ARC in order to defray the cost of reviewing submittals and for site and building inspections. For this purpose, habitable space is defined by the Eagle County Land Use Regulations. A compliance deposit will be submitted, if required, after final approval and before construction begins. The compliance deposit shall be returned to the owner upon a successful final inspection minus any fines or charges imposed by the ARC. All fees shall be payable to the Belden Place Association. The plans will be stamped as “Approved by the Belden Place Association” after the Final Plan Review is completed, all fees and deposits are paid and the Compliance Agreement is signed by the owner.
2. The ARC meetings shall be held once a month, as needed. Submittal deadline is the first Monday of every month. If that Monday is a holiday, submittal deadline shall be the following business day. Applicants with incomplete submittals may submit a completed application for the following month, or as soon as possible, with permission of the ARC, based on the ARC schedule.
3. Sketch Plan Review is to review the design and materials of the proposed improvement or modification. Applicant should submit the items on the Sketch Plan Application which includes, but is not limited to:
 - Owner Information
 - Property Information
 - Site Plan at 1:10 scale or larger showing property boundaries, existing structures and landscape, existing and proposed grades and drainage, and parking and snow storage areas, and all requested improvements if requesting site additions
 - Exterior elevations with materials if requesting exterior modifications to existing features
 - Desired schedule for improvements
 - Final Plan Review is to review the final proposed design and materials with any additional information requested at Sketch and should also include:
 - Compliance Agreement and Deposit, if required
 - Final plans on sheets no smaller than 11 X 17
 - PDF files of all plans and materials sheets

4. All changes to any part of the ARC approved plans shall be submitted to the ARC. Failure to submit modifications may result in a cease construction notice and/or loss of the owner's compliance deposit. Refer to the ARC Fee Schedule for modifications submitted during the construction process. Modifications include any exterior changes to any structure, landscape, or site. Approval must be granted, in writing, by the ARC before the modification work may commence.
5. Upon final completion of all portions of the construction activity, including all landscaping the Owner shall request a final inspection from the ARC. Thereafter, ARC shall inspect the construction site to ensure that all portions of the construction activity are fully complete and have been performed in compliance with the approved final plans and these design guidelines. Upon successful completion of the project, the compliance deposit release form shall be completed by ARC, signed by ARC and Owner and funds released to Owner.

E. DESIGN CONSULTANTS

The ARC is authorized to retain the services of one or more consulting architects, landscape architects or land planning consultants to advise and assist the ARC in performing design review functions. Such consultants may be retained to assist the ARC on a single project, on a number of projects or on a continuing basis. Costs of such services shall be borne by the applicant based on the current fee schedule.

F. AMENDMENTS OF DESIGN GUIDELINES

The Belden Place Design Guidelines may be amended from time to time at the sole discretion of the ARC. All such additions, revisions or other amendments shall have an effective date designated and shall be made part of the Belden Place Design Guidelines and shall have the same force and effect. Each owner is responsible for obtaining the most current set of design guidelines from the ARC.

G. ENFORCEMENT

The ARC shall have primary responsibility for the enforcement of the Design Guidelines and restrictions. Authority of the ARC shall be as outlined in the Master Declaration of Covenants, Conditions and Restrictions for Belden Place.

H. CONFLICT OF INTEREST

All conflicts of interest by a member of the ARC must be made public in open hearing during a regularly scheduled meeting prior to the review of the plans/project in question.

I. WILDFIRE MITIGATION

Belden Place intends to utilize fire resistant materials. In addition to owner education, the ARC will continue to update and enforce its guidelines concerning wild and domestic fire risk. Owners and residents should be cognizant of their close proximity to neighbors, open space, Forest Service and BLM Lands. In the design, maintenance and improvement of properties and

landscape, Owners should consult several resources to educate themselves on the importance of and procedures for mitigating fire risk.

Eagle County Wildfire regulations, National Fire Protection Association, Colorado State University and Colorado State Forest Service have excellent resources for building and plant materials, creating defensible space and other fire prevention measures. Buildings shall be designed and built by Developer with sensitivity to wildfire dangers. Owners will need to be diligent in the planning of their yard space. Landscape plans must be approved by ARC prior to construction.

VI. NEIGHBORHOOD STANDARDS

A. BELDEN PLACE NEIGHBORHOOD OVERVIEW

1. Planning/Land Use Areas

The Belden Place neighborhood is composed of single-family or duplex residential, multi-family condominiums and townhomes; and, public open space, which permits play areas and/or other outdoor recreation amenities and community gathering space. Other nuances you may find in Belden Place include, but are not limited to: entry monuments, gates and signage, sales marketing center (until all homes have been sold), temporary construction shelters or storage structures (until all homes have been constructed), administration office, model facilities with signage (until all homes have been sold), pedestrian paths, private roads, parking, maintenance facilities, utility and drainage easements, utility and drainage structures, non-commercial gardening, solar/wind energy devices, satellite dishes, shade structures, backyard sheds, landscaping, garages. All residential uses such as home occupations, are as permitted via the Belden Place PUD Guide.

2. Individual Site Planning + Lot Standards

Residential lot sizes are determined by the Belden Place Final Plat. Building heights and setbacks are defined in the PUD Document.

Grading must be maintained by Owners at the slope and pitch fixed by the final grading so as to maintain the established draining pattern over the Lot.

VII. COMMUNITY STANDARDS

A. STORAGE + TRASH

Belden Place encourages Owners and residents to keep their properties in a neat and clean condition. Adequate areas shall be provided for trash containers and storage areas for patio furniture, maintenance and recreational equipment. If storage areas are outside, such areas shall be enclosed or screened from view from public areas and from adjacent properties. The enclosures or screens shall be compatible with the overall style, form and materials of the residence. Trash containers shall be designed to prevent access by wildlife and domestic animals and shall not be left outside overnight. As such, trash shelters and general storage units structures at or under 30 square feet will be allowed without ARC approval in the side or rear yard, provided they are complementary in color and design to the residence. Storage structures in the front yard, over 30 square feet, or those intending to stand out from the

residence as an accent may only be installed with written approval of the ARC. Storage structures or trash shelters shall not exceed the height of the residence.

B. DECKS + PORCHES

Decks and porches allow greater connections between indoor and outdoor spaces and can encourage better use of entries, roofs, yards and outdoor areas. Additions of decks or porches may be constructed with written approval of the ARC. The location and size of terraces, patios, walkways and decks should be determined based on the characteristics of the site as well as the location of interior spaces. On above grade decks, support columns and underside of decking shall be finished to match materials used on the main residence. Screening or enclosure of the area below an above grade deck is only allowed with written approval of the ARC. All decks shall be constructed using pervious design, with the exception of on grade walkways, sidewalks, or patios using large flagstone or similar materials.

These improvements must have a primary structure on the lot. Acceptable paving materials for terraces, patios and walkways include flagstone, sandstone, cobbles, brick pavers, concrete pavers and exposed or colored concrete. Materials and design should coordinate with the residence. Second story decks not covered by roof should not project farther than 6 feet beyond the outer wall plane of the building perimeter. Second story deck supports should be massed to provide visual grounding of the piers. Owners should consider the maximum lot coverage area when deciding on design, materials and locations.

C. FENCING

The intent of fences in Belden Place is to create private outdoor areas while retaining the connected nature of a close knit community. Fences are allowed with written ARC approval.

Fence design and materials should be sensitive to fire dangers. Non-flammable fencing has a zero setback requirement in rear and side yards. No vinyl fencing is permitted. No fencing is permitted in the front yard.

In rear yards, fencing is allowed up to 72" in height, and may be designed as privacy fencing. In side yards, fencing is permitted up to 60" in height and may only run from the rear portion of the residence to 6' less of the front corner of the home to ensure fire access is accessible to the roof. All side yard fencing shall be wooden split-rail or other approved material and design. Wood fencing should be stained, whitewashed or painted on both sides unless reclaimed or finished in another manner. No chain link or plain welded wire fencing is allowed. Boulder walls or individual boulders utilized in a landscape plan should have at least 1/3 of their mass buried in the ground for structural integrity.

It is recommended that terraced retaining walls be used for extreme grade changes. Terraced walls shall be designed with a minimum of three feet from the back of the lower wall to the face of the upper wall in order to allow for the use of plants between terraces.

Walls used to screen equipment, trash containers, storage of patio furniture, and maintenance and recreational equipment may not exceed 72". Screening shall only be permitted in the rear yard, unless affixed to the residence wall in the side yard (i.e. attached ski locker).

Winter fencing of individual landscaping elements is allowed and should be black or green and fastened to vertical stakes with inconspicuous fasteners. Effort should be made to make the protection as aesthetically neat and pleasing as possible. Winter fencing may be installed between October and May but must be removed and stored out of site from the street or adjacent neighbors during other times. Larger areas of winter fencing may be allowed with written approval of the ARC.

D. GARAGE DOORS

Garage doors should accent the structure and create a connection with the residence. If a residence has multiple garages, all doors must be identical in appearance.

E. PARKING + DRIVEWAYS

Residential parking requires two spaces for a one or two bedroom unit, three spaces for a three or four bedroom unit and four spaces for a five bedroom unit and up. In addition, one guest space is required for every eight units. Outdoor parking spaces are to be at least 9' X 18' and indoor spaces at least 9' X 18'. Pervious parking materials are encouraged, especially for spaces after the first two. Appropriate surfaces for driveways include stamped concrete, cobbles, brick pavers, exposed or colored concrete, asphalt, supported grass, gravel or other stone. Other materials may be approved by ARC. Owners may not make the entire front yard frontage impervious.

Parking spaces may not be rented out and must be used by owners and their guests only. Trailers or non-vehicles are not permitted in parking spaces.

F. SNOW STORAGE

An area not less than 5% of the driveway and required parking area must be available for snow storage.

G. ACCESSORY STRUCTURES

Outbuildings and sheds of no larger than 100 sq. ft can add tremendous functionality and enjoyment to outdoor and backyard areas. These structures are allowed in side and rear yards only, with written approval of the ARC and should contribute to the style and character of the residence. Additionally, placement of sheds must be sensitive to the orientation of neighboring patios and yards. All lots must have a primary residence before any other structure can be approved. Structures may not be used as accessory dwelling units or rented as such. Structures must be not taller than the second floor of a 3-story primary residence, or one-story of a two-story primary residence. Owners must adhere to dimensional limitations for their lot.

H. ADDRESS MARKERS

Address numbers must be displayed at a size and of a material so as to be readily visible at night. Address numbers may be displayed directly on the residence. The numbers must be oriented to be visible from the likely approach of emergency vehicles. Wood post or stone

markers are typical and alternative markers will be considered; however, all ancillary address markers (not house numbers) must be approved in writing by ARC.

I. LANDSCAPING AND PATIOS

Landscaping in Belden Place is intended to primarily be water wise, regionally appropriate and resource efficient. Lawns, ground covers, ornamental grasses, shrubs, perennials and trees should be designed on the lot with sensitivity to the environment and water usage in our arid climate.

Landscape design must be wildfire sensitive. Plant materials close to structures should be slow to burn if taller and otherwise, low to the ground and preferably, set away from the building's edge. Stone, boulders, rock, gravel can help accomplish this while still creating a finished aesthetic. See Appendices for several suggested landscape design types with options for plant materials. Lots may be irrigated, but with awareness of the native soils and sensitivity to erosion control and water conservation needs. Yards intending to be irrigated may need to replace native soils with more receptive soil types for the plan intended. Irrigation systems and plans must be approved in writing by ARC.

Patios can provide landscaping that minimizes dust, yet uses little to no water. Suggested materials for patios are flagstone, pavers, and natural stone. Patio designs and materials must be approved by the ARC in writing. Asphalt is not a suitable patio material.

J. OUTDOOR FIREPLACES

No open fires shall be lighted or permitted on any property within the community except in a contained cooking unit while attended or within an exterior fireplace designed to prevent dispersal of burning embers. Sturdy freestanding or built in gas and water vapor fire pits are allowed while attended. No resident shall permit any condition on his/her lot which creates a fire hazard or is in violation of fire prevention regulations. No fuels shall be stored so as to support a wildfire.

K. EXTERIOR LIGHTING

The intent of lighting guidelines is to maintain the rural character, preserve the night sky and protect neighboring properties from bright lights and indirect light sources. Exterior lighting should be dark sky and neighbor sensitive. No light may be emitted which is unreasonably bright or causes unreasonable glare. Light bulbs/lamps should be downcast and shielded with glare softening material from as many vantage points as feasible. Frosted, seeded, opaque, or pitted glass is required for exterior light fixtures. Low wattage bulbs must be installed and shall not exceed 60 watts total. In light fixtures with multiple bulbs, the total wattage cannot exceed 60 watts. The lowest effective light level should be used.

Driveways, porches and patios, entrances and pathways may be illuminated for safety and security. Driveway or pathway lighting shall be low level down lighting, in order to reduce glare to pedestrian or vehicular traffic. Flood lights should not be used any longer than needed. Soft, low lighting should be used in yards and side yards should be minimally lit where the adjacent residence is in close proximity. Hours of use for non-essential exterior lighting may be

established and enforced. Spotlights and any other large landscape lights shall not be permitted. Up-lighting of trees is not permitted. Solar lights may be used without limitation; however, must still be downcast and not create glare or a nuisance to neighbors.

L. EXTERIOR SOUND

Residents are encouraged to use outdoor speakers, including wireless handheld speakers, sensitively. Hours of use for outdoor speakers may be established and enforced.

M. EXTERIOR EQUIPMENT + SATELLITE DISHES

Outdoor mechanical and electrical equipment such as metering devices, transformers and air conditioning units shall be screened from the view of adjacent lots and public spaces. Wall mounted equipment shall be enclosed with material to match exterior wall material of the residence. Satellite antenna one meter or smaller in diameter are allowed but shall be installed in the least conspicuous location available on a lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance, or use.

N. WIND + SOLAR ENERGY

Wind and solar energy devices may be approved with written permission of the ARC. Ground mounted wind generating devices should not be taller than the primary residence. Solar devices should be integrated into the design of the structure and placed so as to cause the least amount of glare or reflection into the living spaces of neighboring homes. Freestanding solar panels are only allowed with written approval of the ARC.

O. EXTERIOR MODIFICATIONS + REPAIRS

All modifications to the exterior materials of a structure must be approved in writing by the ARC. Repairs of existing elements with the same materials and re-staining or re-painting of the same colors and finish types do not need to be approved. Siena Lake allows for a diverse aesthetic and individual expression within the parameters of maintaining a cohesive community look and feel.

All Architectural Review Committee Documents, Forms and Applications will be available on the Siena Lake Association website. Submissions may be emailed or uploaded unless paper documents are required.

Paper documents should be delivered to the association office at 1251 Minturn, Colorado (to be updated.)

VIII. BUILDING ENVELOPE AMENDMENT/LOT LINE AMENDMENT

All proposed building envelope amendments and/or lot line amendments shall conform to the following design review procedures and all other local, county, state and federal governing codes, regulations and restrictions.

A. Step 1- Pre-Design Meeting:

Applicant to schedule meeting with the Belden Place Design Review Board administration.
The pre-design meeting will address the following issues:

Proposed request
Impacts to adjacent property owners
Procedures required for application
Design review fee
Public approval process.

B. Step 2 – Design Review Meeting

The purpose of the meeting is to discuss the Owner/Applicant's proposal for a building envelope amendment or lot line amendment. It is required that the Owner/Applicant's design team attends the meeting and that this meeting be held prior to initiating any application to the Town of Minturn. Applicants must submit, at minimum, one week prior to the scheduled meeting date. Upon receipt of the information required for the meeting, the Design Review Board shall notify the Applicant one day prior to the meeting for the scheduled time. As part of the review, the Belden Place Design Review Board shall visit the proposed site. Prior to the Design Review Board site visit, the Owner/Applicant shall have the site staked to indicate the proposed change. Staking must show the existing lot corners, building envelope corners and the proposed lot corners, building envelope corners. The Owner/Applicant and/or its representative shall attend the meeting to present the proposed change to the Design Review Board and to address any questions regarding the proposed change.

Submittal Requirements: Design Review Board Meeting:

1. Complete Application, signed
2. Application Review Fee
3. Building Envelope / Lot Line Adjustment Site Plan, prepared by a Registered Land Surveyor
4. (1) copy on 24"x 36" sheet and electronic PDF format; scale of 1" = 10'
5. Existing and proposed building envelope
6. Existing and proposed property lines
7. All adjacent properties, their lot lines and building envelope locations; for building envelope adjustment
8. Names and addresses of all adjacent property owners within 75 feet of applicant property.
9. Notice to adjacent property owner's written statement of the proposed change, for DRB to approve. Form provided by Belden Place Design Review Board
10. Approval letter for adjacent property owners of Belden Place within 75 feet, for DRB to approve. Form provided by Belden Place Design Review Board.

In the event the Belden Place Design Review Board rejects the Owner/Applicant's proposed change in the meeting, the Owner/Applicant may revise its plans and resubmit to the Belden Place Design Review Board. Applicant must request a meeting with the Design Review Board Coordinator to review submittal before sending forms and letters to adjacent property owners.

C. Step 3 – Adjacent Property Owner Notification

Applicant is responsible for mailing all adjacent property owners the Notice to Adjacent Property Owner describing reason for request, Adjacent Property Owner Approval Letter, and

Site Plan (reduced to 8.5x11) of proposed request by a Registered Land Surveyor.

- Applicant must send by certified mail, return receipt required Return Address:
Belden Place Design Review Board Address TBD
- Applicant to give Design Review Board Administration all mailing receipts.
- Schedule a meeting with Town of Minturn Planning Department for submittal requirements.

D. Step 4- Town of Minturn Planning Department

After 30 days from Adjacent Property Owner mailing date/receipt, the Design Review Board will give written Approval or Denial to the applicant. If all adjacent property owners return their approval or denial letter, the Design Review board may provide approval or denial earlier than 30 days.

- The proposed amendment will be approved by the Design Review Board, if they find that the following criteria are met:

The amendment does not substantially impact in an adverse manner the adjacent property owner to whom the notice of the proposed building envelope or lot line amendment has been sent, or is required by geologic or other hazard considerations.

- Applicant must provide 1 copy (24 x 36) of the Amended "Final" Plat and electronic pdf format to the Belden Place Design Review Board.
- Once Belden Place Design Review Board approval has been received, applicant can submit to the Town of Minturn Planning Department. The Town Council will hold a public hearing for final approval.
- The building envelope amendment or lot line adjustment will be approved by the Town, if they find that the following criteria are met:
 - The amendment does not substantially impact in an adverse manner the property owners to whom the notice of the proposed building envelope amendment or lot line adjustment has been sent, or is required by geologic or other hazard considerations.
 - Once approved, the Amended Final Plat shall be recorded and become a matter of record.

E. Step 5- Submittal Requirements Building Permit

Upon approval from the Town of Minturn, the Design Review Board will conduct further review if a building permit is required.

- All plans MUST be stamped by the DRB prior to being submitted to the Town of Minturn. Failure to do so may result in fines and penalties up to TBD.
- The approved Amended Final Plat shall be submitted with the building permit application.

WVP ENDORSEMENT



October 20, 2020

To Whom It May Concern:

Vail Valley Partnership is the regional chamber of commerce, with over 900 members throughout Eagle County who collectively represent over 80% of the local workforce. We are dedicated to the economic vitality of the valley, and as such our board of governors – which includes residents & business operators throughout Eagle County – has identified workforce housing as our number one priority.

As most know, Eagle County faces a gap in the availability of ownership and rental housing that is affordable for local residents. Residents are burdened by high housing payments. Employees are forced to commute long distances. According to the annual workforce survey, employers believe that the availability of workforce housing is a critical or major problem in Eagle County. The Eagle County Housing Assessment shows a shortfall of 4,500 units to meet current needs.

Workforce and affordable housing has long been an issue in Eagle County. Addressing our affordable housing issue is essential to the continued success and growth of our business community across industry sectors. As such, we support the proposed Belden Place neighborhood.

Currently and anecdotally, units that have been long-term workforce rentals are being removed from that market as they are converted into short-term rentals. This has the potential to grow both catch-up and keep-up needs for workforce housing.

We request that projects seeking Vail Valley Partnership support meet the following criteria, and believe that Belden Place fits each of these:

1. Demonstrate commitment to the future through incorporating resident occupied workforce housing units/employee housing units at or above the minimum required by local code and that result in a net increase in workforce housing stock (i.e., more housing created than jobs created);
2. Utilize resident occupancy requirements in their deed restrictions;
3. Actively engage neighboring communities before and during the process through various stages of approval (planning & zoning, design & review, elected boards, etc.);
4. Be located in appropriate in-fill locations throughout the county, and/or in areas designated and zoned for housing development;
5. Be cognizant of regional transit and transportation impacts and mitigate these impacts through their development plans.



In addition to our specified criteria, this specific project also provides a variety of other benefits to Minturn and the Eagle River Valley, including:

- Attainable homes for local, resident families who have a choice in what kind of home they would like to live and invest in;
- A new, comprehensive neighborhood development that supports the ongoing renaissance of Minturn- possibly being the first form of a true neighborhood, infill development in decades;
- A much-needed “missing middle” home choice, to fill in a ‘gap’ in the existing housing market for reasonably priced homes in the upper valley.

We want to ensure our community can remain competitive to keep locals local and to support our business community. We encourage local governments and boards to approve appropriate in-fill projects and to be open-minded and flexible to grant appropriate variances to local code to facilitate the development of these projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Romer", with a long, sweeping horizontal line extending to the right.

Chris Romer
President & CEO
Vail Valley Partnership

APPLICATION FORM



LAND DEVELOPMENT APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 302 Pine Street

Minturn, Colorado 81645-0309

Phone: 970-827-5645

Fax: 970-827-5545

Email: planner@minturn.org

APPLICANT:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
OWNER(S) OF RECORD:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
DEVELOPER:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
ENGINEERING FIRM:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
Submittal Date				Planner:	
Parcel ID Number				(Example: 210326325001) from your full card printout	
Address or Intersection					
Brief Legal Description					
Subdivision Name & Filing #					
Project Description					
	Existing		Proposed:		
Zoning:					
Land Use:					
Total Acres:					
F.A.R./Density:					
Project Name:					
Related Case #'s:					
CASE TYPE					
PUD CDP: Concept Dev. Plan	PP: Prelim. Subdivision Plat	DRB – P: Des. Rev. Bd. Prelim	A-FP: Fence Permit		
PUD PDP: Prelim. Dev. Plan	FP: Final Subdivision Plat	DRB – F: Des. Rev. Bd. Final	A-MOD: Modification/Add		
PUD FDP: Final Dev. Plan	MS: Minor Subdivision	ADM: Admin. Des. Review	A-MIN: Minor Ext. Mod.		
PUD ASP: Admin. Site Plan	ASR: Admin. Subdivision Replat	A-SIGN: Admin. Sign Review	ANNEX: Annexation		
PUD FDP A: Amendment	V: Vacation of Easement	A-DIG: Admin. Dig Permit	TU: Temporary Use		
LU-V: Land Use – Variance	R.O.W. Vacation	A-DEMO: Admin. Demo Per.	CU: Conditional Use		
NU –V: Non Use – Variance	REZ -Rezoning –Straight Zoned	A-LTD: Admin. Limited Use	APPLS: Appeals		
This section for OFFICE USE ONLY					
Case No:	Case Mgr.	Case Eng.			
Fees Paid	Y	N	\$	Dates Referred Out	
Dates to be Returned			Planning Comm Date:		



LAND DEVELOPMENT APPLICATION

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P.O. Box 309 302 Pine Street

Minturn, Colorado 81645-0309

Phone: 970-827-5645

Fax: 970-827-5545

Email: planner@minturn.org

APPLICANT:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
OWNER(S) OF RECORD:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
DEVELOPER:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
ENGINEERING FIRM:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
Submittal Date				Planner:	
Parcel ID Number				(Example: 210326325001) from your full card printout	
Address or Intersection					
Brief Legal Description					
Subdivision Name & Filing #					
Project Description					
	Existing		Proposed:		
Zoning:					
Land Use:					
Total Acres:					
F.A.R./Density:					
Project Name:					
Related Case #'s:					
CASE TYPE					
PUD CDP: Concept Dev. Plan	PP: Prelim. Subdivision Plat	DRB – P: Des. Rev. Bd. Prelim	A-FP: Fence Permit		
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PUD FDP: Final Dev. Plan	MS: Minor Subdivision	ADM: Admin. Des. Review	A-MIN: Minor Ext. Mod.		
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Minturn, Colorado 81645-0309

Phone: 970-827-5645

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APPLICANT:		ADDRESS:		SIGNATURE:	
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		PHONE:	FAX:		
		EMAIL:		TITLE:	
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				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
DEVELOPER:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
ENGINEERING FIRM:		ADDRESS:		CONTACT PERSON:	
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This section for OFFICE USE ONLY					
Case No:	Case Mgr.	Case Eng.			
Fees Paid	Y	N	\$	Dates Referred Out	
Dates to be Returned			Planning Comm Date:		

MINERS BASE CAMP LLC

Address:

1000 Enterprise Dr
Allen Park Mich 48101

By:

DONALD BARNES JR.

As Agent of Miners Base Camp LLC

Print Name

Donald Barnes Jr

Signature

STATE OF COLORADO)

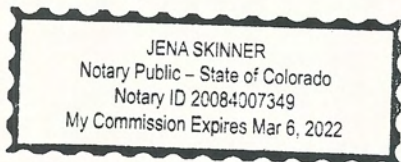
) ss

COUNTY OF Eagle)

The foregoing instrument was acknowledged before me this 20 day of December, 2019, by Donald Barnes Jr., as Agent of Miners Base Camp LLC. Witness my hand and official seal.

My commission expires 03/06/22

Jena Skinner
Notary Public



LETTER OF AUTHORIZATION

December 20, 2019

Date

To Whom It May Concern:

I, Don BARNES JR as an authorized agent of MINERS BASE CAMP LLC hereby authorize VAIL LAND COMPANY LLC and its representatives to act on our behalf for any and all entitlements, development and agreements with the Town of Minturn and other parties on lands owned by MINERS BASE CAMP LLC.

Alison Perry represents that she is a member of VAIL LAND COMPANY LLC, authorized to act on its behalf.

SIGNATURES

VAIL LAND COMPANY LLC

Address:

PO Box 4691
Eagle CO 81631

By:

Alison G. Perry

As Agent of Vail Land Company LLC

Print Name

Signature

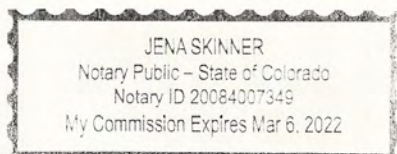
STATE OF COLORADO)

COUNTY OF Eagle)

) ss

The foregoing instrument was acknowledged before me this 20th day of December, 2019, by Alison G. Perry, as Agent of Vail Land Company LLC. Witness my hand and official seal.

My commission expires 03/06/22



Jena Skinner
Notary Public

JSDesigns
GRAPHICAL SERVICES
Jena Skinner, AICP
jsdesigns@outlook.com
970-331-9791
Minturn, CO 81645-0116
www.jsdvail.com

November 15, 2019

To Whom It May Concern:

I, Don Barnes agent of Miners Base Camp LLC, hereby authorize JENA SKINNER, AICP (JSD) to act as representative on our behalf for any and all land use applications, et al presented to the Town of Minturn for processing. Please contact Ms. Skinner with any questions, comments and correspondence related to any application, hence forth.

If you have any comments on this document, please do not hesitate to contact me at (248) 770-1000 or via email at dbarnesbtd@comcast.net

Sincerely,

Don Barnes Jr

**Don Barnes, As Land Owner
d.b.a. Miners Base Camp, LLC**

TITLE COMMITMENTS



LAND TITLE GUARANTEE COMPANY

Date: September 16, 2020

Subject: Attached Title Policy MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY for 30 VISTA BARRANCO, MINTURN, CO 81645

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President
Attest Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: V50057120

Policy No.: OX50057120.2622900

Amount of Insurance: \$470,000.00

Property Address:

30 VISTA BARRANCO, MINTURN, CO 81645

1. Policy Date:

August 03, 2020 at 5:00 P.M.

2. Name of Insured:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A FEE SIMPLE

4. Title to the estate or interest covered by this policy at the date is vested in:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Policy is described as follows:

LOT 3, DURAN SUBDIVISION ACCORDING TO THE PLAT RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#), COUNTY OF EAGLE, STATE OF COLORADO.

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Old Republic National Title Insurance Company
(Schedule B)

Order Number: V50057120

Policy No.: OX50057120.2622900

This policy does not insure against loss or damage by reason of the following:

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. 2020 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).
9. ACCESS AND UTILITY EASEMENT, 15 FEET IN WIDTH, ADJACENT AND PARALLEL TO THE WEST LINE OF SUBJECT PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED MARCH 11, 1977 IN BOOK 253 AT PAGE [263](#).
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANNEXATION PLAT-SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 01, 1978 UNDER RECEPTION NO. [163774](#).
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DURAN SUBDIVISION RECORDED DECEMBER 14, 1994 UNDER RECEPTION NO. [553188](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 17, 2003 UNDER RECEPTION NO. [858023](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. [201121535](#)
14. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE PREPARED BY SLAGLE SURVEY SERVICES, CERTIFIED JULY 26, 2020, JOB NO. 18029.

SAID DOCUMENT STORED AS OUR IMAGE [25681163](#).

ITEM NOS. 1 THROUGH 5 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

Endorsement
Attached to Policy No. OX50057120.2622900
Our Order No. 50057120
Issued By Old Republic National Title Insurance Company

The effective Date of Policy is hereby changed from AUGUST 3, 2020 at 5:00 P.M. to NOVEMBER 6, 2020 at 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

Dated: NOVEMBER 12, 2020

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By:





LAND TITLE GUARANTEE COMPANY

Date: October 16, 2020

Subject: Attached Title Policy MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY for 46 & 78 VISTA BARRANCO, MINTURN, CO 81645

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President
Attest Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: V50057329

Policy No.: OX50057329.2769218

Amount of Insurance: \$1,100,000.00

Property Address:

46 & 78 VISTA BARRANCO, MINTURN, CO 81645

1. Policy Date:

September 01, 2020 at 5:00 P.M.

2. Name of Insured:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A FEE SIMPLE

4. Title to the estate or interest covered by this policy at the date is vested in:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Policy is described as follows:

LOTS 1 AND 2, DURAN SUBDIVISION ACCORDING TO THE PLAT RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#), COUNTY OF EAGLE, STATE OF COLORADO.

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Old Republic National Title Insurance Company
(Schedule B)

Order Number: V50057329

Policy No.: OX50057329.2769218

This policy does not insure against loss or damage by reason of the following:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. 2020 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).
9. ACCESS AND UTILITY EASEMENT, 15 FEET IN WIDTH, ADJACENT AND PARALLEL TO THE WEST LINE OF SUBJECT PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED MARCH 11, 1977 IN BOOK 253 AT PAGE [263](#).
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANNEXATION PLAT-SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 01, 1978 UNDER RECEPTION NO. [163774](#).
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DURAN SUBDIVISION RECORDED DECEMBER 14, 1994 UNDER RECEPTION NO. [553188](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 17, 2003 UNDER RECEPTION NO. [858023](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 28, 2011 UNDER RECEPTION NO. [201117993](#).
NOTE: NOTICE IN CONNECTION WITH SAID AGREEMENT RECORDED SEPTEMBER 28, 2011 UNDER RECEPTION NO. [201117994](#)
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. [201121533](#) AND UNDER RECEPTION NO. [201121534](#).

ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

Endorsement
Attached to Policy No. OX50057329.2769218
Our Order No. 50057329
Issued By Old Republic National Title Insurance Company

The effective Date of Policy is hereby changed from SEPTEMBER 1, 2020 at 5:00 P.M. to NOVEMBER 6, 2020 at 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

Dated: NOVEMBER 11, 2020

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By:





LAND TITLE GUARANTEE COMPANY

Date: March 31, 2020

Subject: Attached Title Policy MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY for 1207 MAIN STREET, MINTURN, CO 81645

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President
Attest Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: V50051768

Policy No.: OX50051768.959342

Amount of Insurance: \$50,000.00

Property Address:

1207 MAIN STREET, MINTURN, CO 81645

1. Policy Date:

December 11, 2018 at 5:00 P.M.

2. Name of Insured:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date is vested in:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Policy is described as follows:

LOT 29, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE PLAT RECORDED MARCH 1, 1978 UNDER RECEPTION NO. [163774](#), COUNTY OF EAGLE, STATE OF COLORADO

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Old Republic National Title Insurance Company
(Schedule B)

Order Number: V50051768

Policy No.: OX50051768.959342

This policy does not insure against loss or damage by reason of the following:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. 2018 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ANNEXATION PLAT SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE [327](#).
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FINAL PLAT OF DURAN SUBDIVISION RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#).
11. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT TO RELOCATE ACCESS EASEMENTS RECORDED SEPTEMBER 28, 2011 AT RECEPTION NO. [201117993](#).
12. THE EFFECT OF ANY DAMAGE, FAILURE OF TITLE OR OTHER LOSS DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE FACT THAT SUBJECT MANUFACTURED HOME IS NOT AFFIXED TO THE LAND AND THAT TITLE HAS NOT BEEN PURGED PURSUANT TO CRS 38-29-112(1.5).
13. ANY LOSS OR DAMAGE INSURED SHOULD SUSTAIN WITH REGARD TO OR DUE TO TRANSFER TAX ASSESSED BY THE TOWN OF MINTURN AGAINST SUBJECT PROPERTY.
14. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE PREPARED BY SLAGLE SURVEY SERVICES, CERTIFIED NOVEMBER 02, 2018, JOB NO. 18029.

SAID DOCUMENT STORED AS OUR ESI [36454659](#)

ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

Endorsement
Attached to Policy No. OX50051768.959342
Our Order No. 50051768
Issued By Old Republic National Title Insurance Company

The effective Date of Policy is hereby changed from DECEMBER 11, 2018 at 5:00 P.M. to
MARCH 27, 2020 at 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

Dated: MARCH 27, 2020

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By:



Endorsement
Attached to Policy No. OX50051768.959342
Our Order No. 50051768
Issued By Old Republic National Title Insurance Company

The effective Date of Policy is hereby changed from MARCH 27, 2020 at 5:00 P.M. to
NOVEMBER 6, 2020 at 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in
Schedule A.
MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

Dated: NOVEMBER 12, 2020

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By:





TITLE COMPANY of the rockies

97 Main Street, Suite W-201
Edwards, CO 81632
Phone: 970-926-0230 Fax: 970-366-4869
www.titlecorockies.com

COMMITMENT TRANSMITTAL

Commitment Ordered By:

Alison Perry
Vail Land Company
Phone: 970-306-2264 Fax:
email: perry@vailland.com

Inquiries should be directed to:

Sheilah Gordon
Title Company of the Rockies
97 Main Street, Suite W-201
Edwards, CO 81632
Phone: 970-926-0230 Fax: 970-366-4869

Commitment Number:

0819921-C

Buyer's Name(s):

Miners Base Camp, LLC, a Colorado limited liability company

Seller's Name(s):

Miners Base Camp, LLC, a Colorado limited liability company

Property:

1221 Main Street, Minturn, CO 81645
South Minturn Addition, Lot 31, Eagle County, CO

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Miners Base Camp, LLC, a Colorado limited liability company Miners Base Camp, LLC, a Colorado limited liability company

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TITLE COMPANY
of the rockies

97 Main Street, Suite W-201
Edwards, CO 81632
Phone: 970-926-0230 Fax: 970-366-4869
www.titlecorockies.com

Commitment Ordered By:

Alison Perry
Vail Land Company
Phone: 970-306-2264 Fax:
email: perry@vailland.com

Inquiries should be directed to:

Sheilah Gordon
Title Company of the Rockies
97 Main Street, Suite W-201
Edwards, CO 81632
Phone: 970-926-0230 Fax: 970-366-4869

Commitment Number:

0819921-C

Buyer's Name(s):

Miners Base Camp, LLC, a Colorado limited liability company

Seller's Name(s):

Miners Base Camp, LLC, a Colorado limited liability company

Property:

1221 Main Street, Minturn, CO 81645
South Minturn Addition, Lot 31, Eagle County, CO

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Eagle County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner's Policy Premium:	\$250.00
Loan Policy Premium:	
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	
Total Endorsement Charge(s):	107.12 Owner's Policy
TBD Charge(s):	Endorsement \$250.00

TOTAL CHARGES:

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



TITLE COMPANY
of the rockies

97 Main Street, Suite W-201
Edwards, CO 81632
Authorized Agent

Issued by:




Senior Chairman of the Board


Chairman of the Board


President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

COMMITMENT FOR TITLE INSURANCE

Issued by



as agent for

Stewart Title Guaranty Company

SCHEDULE A

Reference:

Commitment Number: 0819921-C

1. Effective Date: **October 29, 2020, 7:00 am** Issue Date: **November 11, 2020**

2. Policy (or Policies) to be issued:

ALTA Owner's Policy (6-17-06)

Policy Amount:

\$1,200,000.00

Premium:

\$250.00

Proposed Insured: **Miners Base Camp, LLC, a Colorado limited liability company**

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

Miners Base Camp, LLC, a Colorado limited liability company

5. The land referred to in this Commitment is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

For Informational Purposes Only - APN: **R004570**

Countersigned

The Title Company of the Rockies

By:

A handwritten signature in blue ink that reads "Carl D. Barela".

Carl Barela

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SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of **Eagle**, State of **Colorado**, and described as follows:

Lot 31,
SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN,
According to the Annexation Plat recorded March 1, 1978 in [Book 267 at Page 397](#) and as more particularly described as:

A tract of land situate in the Southeast Quarter of the Northeast Quarter of Section 35, Township 5 South, Range 81 West of the 6th Principal Meridian, County of Eagle, State of Colorado, more particularly described as follows:

Beginning at a point whence the East quarter corner of said Section 35 bears South 10°58'140" East 514.00 feet distant;
thence North 0°36'120" East 210.03 feet;
thence North 74°53'1 West 128.08 feet;
thence South 0°02'1 East 255.01 feet;
thence North 84°32'130" East 121.84 feet to the point of beginning.

TOGETHER with an access easement described in instrument recorded March 11, 1977 in [Book 253 at Page 263](#) as [Reception No. 149559](#).

COUNTY OF EAGLE, STATE OF COLORADO.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: THIS COMMITMENT IS PREPARED TO SERVE AS A PRELUDE TO AN
ENDORSEMENT TO UPDATE THE OWNERS POLICY FOR THE SUBJECT PROPERTY.
PLEASE REFER TO SCHEDULE 8-2 FOR ALL MATTERS.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments.
9. The effect of inclusions in any general or specific water conservancy, fire protection, soil

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conservation or other district or inclusion in any water service or street improvement area.

10. Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded May 2, 1904 in [Book 48 at Page 502](#) reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and 2) rights of way for ditches and canals constructed under the authority of the United States.
11. All matters shown on the Annexation Plat South Minturn Addition recorded recorded March 1, 1978 in [Book 267 at Page 397](#).
12. Any and all existing leases and tenancies.
13. Terms, conditions, provisions and obligations contained in the Claim of Easement recorded November 18, 2011 at [Reception No. 201121532](#).
14. Any rights, easements, interests or claims which may exist by reason of or reflected by the following facts shown on the Improvement Location Certificate by Archibeque Land Consulting Ltd., dated 5- 18-18, No. 14190: drive encroaching onto adjoining property to the west and encroaching outside of the easement and apparent easement for overhead utility lines.
15. Deed of Trust executed by Miners Base Camp LLC to the Public Trustee, to secure an indebtedness of \$1,500,000.00 in favor of ANS Bank recorded December 19, 2018 as [Reception No. 201821567](#).

Assignment of Leases and Rents recorded December 19, 2018 at [Reception No. 201821568](#).

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that "A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing."

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such

purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that “Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
 - (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
 - (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
 - (a) Await any proceeding; or
 - (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
 - (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party.”

Note 11: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.



LAND TITLE GUARANTEE COMPANY

Date: June 20, 2018

Subject: Attached Title Policy MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY for 1251 MAIN ST, MINTURN, CO 81645

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President
Attest Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company

Schedule A

Order Number: ABH50050573

Policy No.: OX50050573.570998

Amount of Insurance: \$1,000,000.00

Property Address:

1251 MAIN ST, MINTURN, CO 81645

1. Policy Date:

May 24, 2018 at 5:00 P.M.

2. Name of Insured:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date is vested in:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Policy is described as follows:

PARCEL 1:

THAT CERTAIN PARCEL OF LAND LYING AND BEING SOUTHERLY OF AND ADJACENT TO U.S. HIGHWAY NO. 24, ALSO KNOWN AS COLORADO HIGHWAY, NO. 4, IN THE SE 1/4 OF THE NE 1/4 OF SECTION 35, IN TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID SECTION 35 IN SAID TOWNSHIP AND RANGE, WHENCE THE EAST QUARTER COMER OF SAID SECTION 35 BEARS SOUTH 589.8 FEET DISTANT; THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID SECTION 35, 358.4 FEET TO THE SOUTH RIGHT OF WAY BOUNDARY LINE OF SAID U.S. HIGHWAY NO. 24; THENCE ALONG THE SOUTH RIGHT OF WAY BOUNDARY LINE OF SAID HIGHWAY, NORTH 68° 44' WEST 100.0 FEET; THENCE SOUTH 403.0 FEET TO A POINT WHENCE THE EAST QUARTER CORNER OF SAID SECTION 35 BEARS SOUTH 9° 06' EAST 589.3 FEET; THENCE NORTH 84° 51' EAST 93.6 FEET TO A POINT OF BEGINNING.

ALSO KNOWN AS:

LOT 32, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE ANNEXATION PLAT RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE [397](#).

Old Republic National Title Insurance Company

Schedule A

PARCEL 2:

A PARCEL OF LAND SITUATED IN A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 32, PER THE ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECORDED MARCH 1, 1978, IN BOOK 267 AT PAGE [397](#) IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDED, FROM WHENCE A BRASS CAP MONUMENT FOUND IN PLACE MARKING THE EAST 1/4 CORNER OF SAID SECTION 35 BEARS S 10° 26' 52" E. 515.12 FEET;

THENCE S 79° 59' 51" W. 4.69 FEET TO A 2" ALUMINUM CAP FOUND MOUNTED IN CONCRETE AND LABELED "SE COR. GATES TRACT";

THENCE N 00° 39' 06" E. 210.87 FEET TO A 2" ALUMINUM CAP FOUND ON A METAL PIPE;

THENCE S 75° 15' 26" E. 2.17 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 9337, SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID LOT 32 AND BEING THE SOUTHEASTERLY CORNER OF LOT 1 DURAN SUBDIVISION PER THE PLAT THEREOF RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#) IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER;

THENCE S 00° 02' 00" E. 209.49 FEET ALONG THE WESTERLY BOUNDARY OF SAID LOT 32 TO THE POINT OF BEGINNING.

THE ABOVE PARCELS ARE ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3" ALUMINUM CAP FOUND MOUNTED IN CONCRETE, MARKING ANGLE POINT 1 OF THE UNITED STATES FOREST SERVICE PARCEL RECORDED AUGUST 17, 1979 AS RECEPTION NO. [186352](#), FROM WHENCE A 1" RED PLASTIC CAP MONUMENT ON A NO. 4 REBAR FOUND IN PLACE MARKING THE NORTHEASTERLY CORNER OF LOT 32, PER THE ANNEXATION PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 1, 1978 UNDER RECEPTION NO. [163774](#) BEARS N 00°01'12" W 356.93 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION;

THENCE S 83°34'38" W 98.49 FEET TO A 2" ALUMINUM CAP FOUND MOUNTED IN CONCRETE AND LABELED SOUTHEAST CORNER GATES TRACT;

THENCE N 00°39'06" E 210.87 FEET TO A 2" ALUMINUM CAP FOUND MOUNTED ON A STEEL PIPE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF LOT 1, DURAN SUBDIVISION, PER THE PLAT THEREOF RECORDED DECEMBER 14, 1994 UNDER RECEPTION NO. [553188](#);

THENCE ALONG SAID SOUTHERLY BOUNDARY S 75°14'49" E 2.08 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR MARKING THE SOUTHEASTERLY CORNER OF SAID LOT 1, DURAN SUBDIVISION;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID DURAN SUBDIVISION N 00°01'07" W 193.91 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, MARKING THE NORTHEASTERLY CORNER OF SAID DURAN SUBDIVISION, SAID POINT ALSO BEING ON THE RIGHT OF WAY OF U.S. HIGHWAY NO. 24;

THENCE DEPARTING SAID EASTERLY BOUNDARY OF THE DURAN SUBDIVISION S 68°46'10" E 100.20 FEET ALONG SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 24 TO A 1" RED PLASTIC CAP FOUND ON A NO. 4 REBAR, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID LOT 32; THENCE DEPARTING SAID RIGHT OF WAY OF U.S. HIGHWAY NO. 24 N 00°01'12" E 356.93 FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 32 TO THE POINT OF BEGINNING.

Old Republic National Title Insurance Company

Schedule A

LEGAL DESCRIPTION CREATED BY:

SAMUEL H. ECKER,

COLORADO P.L.S. NO. 30091

FOR AND ON BEHALF OF GORE RANGE SURVEYING, LLC.

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Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABH50050573

Policy No.: OX50050573.570998

This policy does not insure against loss or damage by reason of the following:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.
7. EXISTING LEASES AND TENANCIES, IF ANY.
8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904 IN BOOK 48 AT PAGE [502](#).
9. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED FEBRUARY 23, 2012 PREPARED BY GORE RANGE SURVEYING, INC., JOB #05-301 SAID DOCUMENT STORED AS OUR IMAGE [8785842](#):
 - A) WOOD AND WIRE FENCES DO NOT COINCIDE WITH PROPERTY BOUNDARY LINES.
 - B) BARBED WIRE FENCE DOES NOT COINCIDE WITH PROPERTY BOUNDARY LINE.
 - C) COVERED ENTRY/SHED EXTENDS BEYOND THE SOUTHERLY BOUNDARY LINE.
 - D) EDGE OF PLOWED DRIVEWAY EXTENDS BEYOND THE SOUTHERLY BOUNDARY LINE.
10. NOTE: THIS POLICY DOES NOT INSURE ANY MOBILE HOME(S) IN PLACE OR TO BE PLACED ON THE PREMISES INSURED HEREIN.
ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

Endorsement

Attached to Policy No. OX50050573.570998

Our Order No. 50050573

Issued By Old Republic National Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by GORE RANGE SURVEYING, INC. dated 2/23/2012 and as designated Job No. 05-301.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By:



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Endorsement
Attached to Policy No. OX50050573.570998
Our Order No. 50050573
Issued By Old Republic National Title Insurance Company

The effective Date of Policy is hereby changed from MAY 24, 2018 at 5:00 P.M. to NOVEMBER 6, 2020 at 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
 - 1) DEED OF TRUST RECORDED DECEMBER 19, 2018 UNDER RECEPTION NO. [201821565](#).
 - 2) ASSIGNMENT OF LEASES AND RENTS RECORDED DECEMBER 19, 2018 UNDER RECEPTION NO. [201821566](#).
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

Dated: NOVEMBER 12, 2020

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By: 

FISCAL IMPACT REPORT

Stan Bernstein and Associates, Inc.

Financial Planners and Consultants

For Local Governments, Municipal Bond Underwriters, and Real Estate Developers

PO Box 5342

Vail, Colorado 81658

970-390-9162 amy.bernstein.greer@gmail.com

MEMORANDUM

TO: Ms. Alison Perry, Vail Land Company

FROM: Amy Greer

DATE: November 13, 2020

SUBJECT: Analysis of Potential Incremental Town of Minturn Revenues Generated, and General Fund Expenditures Incurred as a result of the development of Belden Place – Draft #4

In accordance with your request Stan Bernstein and Associates, Inc. has developed this **ANALYSIS OF POTENTIAL INCREMENTAL TOWN OF MINTURN REVENUES GENERATED, AND GENERAL FUND EXPENDITURES INCURRED, AS A RESULT OF THE DEVELOPMENT OF BELDEN PLACE** (the “Fiscal Impact Analysis”).

BELDEN PLACE REAL ESTATE DEVELOPMENT PROJECT

The Fiscal Impact Analysis is based upon the construction of a total of 40 residential units. It is expected that buildout will be complete by the end of 2023 with an aggregate non-inflated value of approximately \$30.09 million as set forth on Schedule 1.

**INCREMENTAL TOWN OF MINTURN REVENUES, AND GENERAL FUND
EXPENDITURES, BY INDIVIDUAL ACCOUNTING FUNDS**

The following paragraphs summarize the forecast non-inflated incremental Town of Minturn revenues, and incremental general fund expenditures, by individual accounting funds.

- **General Fund (Exhibit I, page 1)** General Fund revenues are expected to exceed expenditures by approximately \$883,000 during years 2020 – 2029. Incremental General Fund revenues are forecast to exceed incremental expenditures by approximately \$81,000 annually at stabilization (2026). This is based on marginal cost estimates for each governmental fund. While we believe these marginal cost estimates to be reasonable to use for financial modeling purposes, no attempt has been made to do a detailed analysis of every Town of Minturn service department for the purpose of precisely determining what percentage of costs are fixed and what percentage of costs are variable. Incremental General Fund revenues over expenditures will vary and could increase or decrease depending on the actual impact of these additional 40 housing units.
- **Capital Fund (Exhibit II, page 2)** Incremental Capital Fund revenues, which include 4% use tax revenues, are forecast to generate approximately \$439,000 on a non-inflated basis during the analysis period. This does not include any refunds the Town may issue.
- **Water Enterprise Fund (Exhibit III, page 3)** Incremental Water Enterprise Fund revenues are forecast to generate approximately \$1,012,500 during the analysis period. These revenues will be available to defray water utility operating costs and for transfer to the General Fund. Incremental Water Tap fee revenues are forecast to be approximately \$212,000 during the analysis period assuming a tap fee rate of \$4,935 per EQR in 2020 with 3% annual increases. Incremental System Improvement fee revenues are forecast to be approximately \$209,000 during the analysis period assuming 3% annual increases to the existing three tier SIF rate structure. Cash in lieu revenues are forecast to be approximately \$467,000 during the analysis period assuming a rate of \$11,179 per unit in 2020 with 3% annual increases. It is assumed that these revenues will be used to pay water utility related capital and/or debt service costs.

APPROACH, METHODOLOGY AND UNDERLYING ASSUMPTIONS

Stan Bernstein and Associates, Inc. believes that the most understandable way to assess Belden Place revenue and expenditure impacts to the Town of Minturn is to identify (i) the incremental General Fund revenue and expenditure impacts, and (ii) the individual revenue impacts for the Town of Minturn's Capital Fund, and Water Enterprise Fund. Although not a direct revenue impact to the Town of Minturn, the incremental Fire Impact Fee revenues have also been identified. The incremental revenue and expenditure impacts have been identified for the years ending December 31, 2020 through 2029

Incremental Town of Minturn Assessed Valuation. Incremental assessed valuation expected to be generated as a result of Belden Place is forecast to increase from approximately \$120,250 in 2020 to approximately \$2.2 million for tax collection year 2026 as set forth on Schedule 1. Assessed valuation is expected to increase as a result of the sale and platting of lots and from the completion of homes. Assessed valuation forecasts do not include the impacts of inflation and assume that vacant platted lots will be assessed at 29% of 75% of market value and completed living units will be assessed at 7.15% of market value.

Incremental Town of Minturn Property Tax Revenues. Incremental Town of Minturn property tax revenues expected to be generated from Belden Place are forecast to increase from \$2,157 for tax collection year 2022 to \$39,662 by tax collection year 2025 as presented on Exhibit I, page 1. This assumes that the Town of Minturn General Fund mill levy remains 17.934.

Incremental Town of Minturn Sales and Use Tax Revenues. Non-inflated incremental Town of Minturn 4.0% sales tax revenues expected to be generated from Belden Place are forecast to be approximately \$22,963 annually beginning in 2023. Sales tax revenue forecasts assume that an average of 3.0 persons will occupy each completed living unit; it is assumed that 100% of residential living units will be occupied for a full-year. It is assumed that each "full-year equivalent household" will generate incremental sales-taxable expenditures averaging \$14,352 annually (this level of expenditure was calculated by dividing the year 2019 budgeted taxable sales (\$15.5 million) by the number of Town of Minturn households (540) which results in an average taxable expenditure per capita of \$28,704 which has been factored by 50% to compensate for expenditures incurred by non-Minturn related I-70 travelers).

Non-inflated 4% Town of Minturn construction materials use tax revenues expected to be generated from Belden Place are forecast to generate approximately \$439,205 in 2021-2022. This does not account for any use tax refunds that may be issued by the Town. The construction materials use tax revenue forecasts assume that the average non-inflated construction value of an average home is \$754,416 excluding land and builders' profit and that 50% of such costs will be for construction materials.

Incremental Town of Minturn Real Estate Transfer Tax Revenues. 1% Real Estate Transfer Taxes on initial sales are expected to total \$309,310. 1% RETT on secondary sales is projected to total \$21,652 annually beginning in 2024. This assumes an average annual turnover of inventory of 7%.

Incremental Town of Minturn General Fund Other Revenues. Non-inflated incremental Town of Minturn General Fund revenues (i.e., other than sales or property tax revenues) have been forecast for each General Fund revenue source based upon a “revenue generation per household” approach. This approach assumes that each incremental household Belden Place will generate the same amount of incremental revenues to the Town of Minturn’s General Fund that are currently being generated for each household within the boundaries of the Town of Minturn (for financial planning purposes it is assumed that there are approximately 540 households within the Town of Minturn. These incremental forecast General Fund revenues are presented on Exhibit I, page 1.

Incremental Town of Minturn General Fund Expenditures. Uninflated incremental Town of Minturn General Fund expenditures have been forecast by departments (i.e., General and Administration Department; Building, Zoning and Planning Department; Public Safety – Police Department; and Buildings and Grounds Department). Incremental Town of Minturn department costs are difficult to assess but have been forecast at a marginal per household allowance as follows:

Department	Variable Cost %	Allocation per Household
General Government	10%	\$102.7
Planning and Zoning	65% of Inspection Fees	N/A
Public Works – Streets	10%	\$55.60
Court/Police	50%	\$428.00
Events	10%	\$13.90

No new roadways (other than those internal to the development) are proposed within the Town of Minturn.

Incremental Fire Impact Fee Revenues. Although not a revenue source to the Town of Minturn, incremental Fire Impact Fee revenues have been based upon one-time impact fee rates of \$1,671 per dwelling unit. Fire Impact Fee revenues are forecast to total \$66,840 during the analysis period.

LIMITING FACTORS

Although Stan Bernstein and Associates, Inc. believes the assumptions and methodology that have been used to develop the Fiscal Impact Analysis are reasonable, certain assumptions may or may not materialize which might cause actual results to differ from

Memorandum
November 13, 2020
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forecast results and such variation may be material. Consequently, Stan Bernstein and Associates, Inc. does not vouch for the achievability of the assumptions or for the forecast results.

If you have any questions or comments regarding this analysis, please do not hesitate to contact me.

Very truly yours,

STAN BERNSTEIN AND ASSOCIATES, INC. (signed)

Stan Bernstein and Associates, Inc.

**BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
GENERAL FUND
FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
2020\$ (NO INFLATION)**

*Working Draft, Subject To Change
13-Nov-20*

assumed 540 current households

EXHIBIT I - PROJECTED GENERAL FUND REVENUES AND EXPENDITURES

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>TOTALS</u>
<u>GENERAL FUND - REVENUES:</u>											
TAXES:											
General Property @ 17.934 Mills (See Schedule 1)	0	0	2,157	27,991	6,668	26,212	39,662	39,662	39,662	39,662	221,676
City Sales Tax @ 4% (See Schedule 2)	0	0	12,056	22,963	22,963	22,963	22,963	22,963	22,963	22,963	172,798
Lodging Tax @ 1.5%	0	0	0	0	0	0	0	0	0	0	0
Real Estate Transfer Taxes @ 1.0% (See Schedule 5)	0	8,500	0	151,533	167,881	21,652	21,652	21,652	21,652	21,652	436,172
Franchise Fees @ \$119.63 per Household	0	0	2,512	4,785	4,785	4,785	4,785	4,785	4,785	4,785	36,009
Total Taxes	0	8,500	16,724	207,273	202,297	75,612	89,062	89,062	89,062	89,062	866,656
LICENSES AND PERMITS:											
Building Permits @ .006 x Cost of Construction	0	93,796	84,863	0	0	0	0	0	0	0	178,660
Total Licenses and Permits	0	93,796	84,863	0	0	0	0	0	0	0	178,660
INTERGOVERNMENTAL REVENUE:											
Highway Users Tax @ \$74.07 per household	0	0	1,555	2,963	2,963	2,963	2,963	2,963	2,963	2,963	22,295
Specific Ownership @ 5.0% of Property Taxes	0	0	108	1,400	333	1,311	1,983	1,983	1,983	1,983	11,084
Cigarette Tax @ \$4.44 per household	0	0	93	178	178	178	178	178	178	178	1,336
Road & Bridge Fund @ .6795 mills (50% of County R&B Fund)	0	82	1,061	253	993	1,503	1,503	1,503	1,503	1,503	9,902
Highway 24 Maintenance @ \$50.00 per household	0	0	1,050	2,000	2,000	2,000	2,000	2,000	2,000	2,000	15,050
County Sales Tax @ 4.3% of 4% Town sales taxes	0	0	518	987	987	987	987	987	987	987	7,430
Total Intergovernmental Revenue	0	82	4,385	7,780	7,454	8,941	9,614	9,614	9,614	9,614	67,097
CHARGES FOR SERVICES:											
Inspections and Reimburseables @ \$1,000 per unit(construction related)	0	21,000	19,000	0	0	0	0	0	0	0	40,000
Total Charges For Services	0	21,000	19,000	0	0	0	0	0	0	0	40,000
FINES AND FORFEITURES:											
Fines and Forfeitures @ \$31.48 per household	0	0	661	1,259	1,259	1,259	1,259	1,259	1,259	1,259	9,475
Total Fines and Forfeitures	0	0	661	1,259	1,259	1,259	1,259	1,259	1,259	1,259	9,475
MISCELLANEOUS REVENUE:											
Interest & Other @ \$147.50 per household	0	0	3,098	5,900	5,900	5,900	5,900	5,900	5,900	5,900	44,398
Total Miscellaneous Revenue	0	0	3,098	5,900	5,900	5,900	5,900	5,900	5,900	5,900	44,398
TOTAL GENERAL FUND REVENUES	0	123,378	128,732	222,212	216,910	91,712	105,835	105,835	105,835	105,835	1,206,286
<u>GENERAL FUND - EXPENDITURES:</u>											
GENERAL GOVERNMENT @ 10% variable = \$102.7 per household	0	0	2,157	4,108	4,108	4,108	4,108	4,108	4,108	4,108	30,913
PLANNING AND ZONING (65% of Inspection Fees + Reimbursements)	0	74,618	67,511	0	0	0	0	0	0	0	142,129
PUBLIC WORKS - STREETS @ 10% variable = \$55.6 per household	0	0	1,168	2,224	2,224	2,224	2,224	2,224	2,224	2,224	16,736
COURT/POLICE @ 50% variable = \$428 per household	0	0	8,988	17,120	17,120	17,120	17,120	17,120	17,120	17,120	128,828
EVENTS @ 10% variable = \$13.9 per household	0	0	292	556	556	556	556	556	556	556	4,184
TOTAL GENERAL FUND - EXPENDITURES	0	74,618	80,115	24,008	24,008	24,008	24,008	24,008	24,008	24,008	322,789
EXCESS ANNUAL REVENUES OVER EXPEND. - GENERAL FUND	0	48,760	48,617	198,204	192,902	67,704	81,827	81,827	81,827	81,827	883,497
CUMULATIVE EXCESS REVENUES OVER EXPEND. - GENERAL FUND	0	48,760	97,377	295,581	488,483	556,187	638,015	719,842	801,669	883,497	883,497

BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
CAPITAL FUND
FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
2020\$ (NO INFLATION)

Working Draft, Subject To Change
13-Nov-20

EXHIBIT II - PROJECTED CAPITAL FUND REVENUES

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>TOTALS</u>
CAPITAL IMPROVEMENT FUND REVENUES:											
4% USE TAX (SCHEDULE 2)	0	156,327	282,878	0	0	0	0	0	0	0	439,205
TOTAL REVENUES	<u>0</u>	<u>156,327</u>	<u>282,878</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>439,205</u>
EXPENDITURES:											
ALLOWANCE FOR PAY AS YOU GO CAPITAL IMPROVEMENTS	<u>0</u>	<u>156,327</u>	<u>282,878</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>439,205</u>
TOTAL EXPENDITURES											
EXCESS REVENUES OVER EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
WATER ENTERPRISE FUND
FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
2020\$ (NO INFLATION)

Working Draft, Subject To Change
13-Nov-20

EXHIBIT III - PROJECTED WATER ENTERPRISE FUND REVENUES

<u>WATER ENTERPRISE FUND</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>TOTALS</u>
Water Tap Fee Revenue (See Schedule 3)	0	0	108,817	103,376	0	0	0	0	0	0	212,193
Water SIF Fee Revenue (See Schedule 3)	0	0	127,118	82,019	0	0	0	0	0	0	209,137
Water Cash in Lieu Fee Revenue (See Schedule 3)	0	0	241,802	225,336	0	0	0	0	0	0	467,138
Water User Fee Revenue (See Schedule 3)	<u>392</u>	<u>404</u>	<u>404</u>	<u>9,159</u>	<u>17,580</u>	<u>18,108</u>	<u>18,651</u>	<u>19,210</u>	<u>19,787</u>	<u>20,380</u>	<u>124,075</u>
TOTAL WATER FUND REVENUES	<u>392</u>	<u>404</u>	<u>478,141</u>	<u>419,889</u>	<u>17,580</u>	<u>18,108</u>	<u>18,651</u>	<u>19,210</u>	<u>19,787</u>	<u>20,380</u>	<u>1,012,543</u>
TOTAL WATER FUND REVENUES - CUMULATIVE	<u>392</u>	<u>797</u>	<u>478,938</u>	<u>898,827</u>	<u>916,407</u>	<u>934,515</u>	<u>953,166</u>	<u>972,376</u>	<u>992,163</u>	<u>1,012,543</u>	<u>1,012,543</u>

BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
 PROJECTED FIRE IMPACT FEE REVENUES
 FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
 2020\$ (NO INFLATION)

Working Draft, Subject To Change
 13-Nov-20

EXHIBIT IV - FIRE IMPACT FEE REVENUES

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>TOTALS</u>
FIRE IMPACT FEE REVENUES (SCH. 4)	<u>0</u>	<u>35,091</u>	<u>31,749</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>66,840</u>
FIRE IMPACT FEE REVENUES - CUMULATIVE	<u>0</u>	<u>35,091</u>	<u>66,840</u>	<u>66,840</u>	<u>66,840</u>	<u>66,840</u>	<u>66,840</u>	<u>66,840</u>	<u>66,840</u>	<u>66,840</u>	<u>66,840</u>

BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
 PROJECTED PROPERTY TAX REVENUES GENERATED FOR VARIOUS OVERLAPPING
 TOWN OF MINTURN GOVERNMENTAL ENTITIES
 FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
 2020\$ (NO INFLATION)

Working Draft, Subject To Change
 13-Nov-20

EXHIBIT V - PROJECTED PROPERTY TAX REVENUES GENERATED FOR OVERLAPPING TAXING ENTITIES

	ASSUMED MILL LEVY	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	TOTALS
PROJECTED ASSESSED VALUATION - BELDEN PLACE		<u>0</u>	<u>0</u>	<u>120,250</u>	<u>1,560,775</u>	<u>371,802</u>	<u>1,461,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	
<u>OVERLAPPING ENTITIES (MINTURN IN TOWN MILL LEVY):</u>												
EAGLE COUNTY	8.499	0	0	1,022	13,265	3,160	12,422	18,796	18,796	18,796	18,796	105,062
COLORADO MOUNTAIN COLLEGE	3.997	0	0	481	6,238	1,486	5,842	8,840	8,840	8,840	8,840	49,410
SCHOOL DISTRICT RE-50J	25.115	0	0	3,020	39,199	9,338	36,707	55,544	55,544	55,544	55,544	310,463
TOWN OF MINTURN	17.934	0	0	2,157	27,991	6,668	26,212	39,662	39,662	39,662	39,662	221,694
MINTURN CEMETERY	0.450	0	0	54	702	167	658	995	995	995	995	5,563
EAGLE RIVER FIRE PROTECTION DISTRICT	10.226	0	0	1,230	15,960	3,802	14,946	22,616	22,616	22,616	22,616	126,410
EAGLE RIVER WATER AND SANITATION DISTRICT	0.815	0	0	98	1,272	303	1,191	1,802	1,802	1,802	1,802	10,075
COLORADO RIVER WATER CONSERVATION DISTRICT	0.256	0	0	31	400	95	374	566	566	566	566	3,165
EAGLE VALLEY LIBRARY DISTRICT	2.750	0	0	331	4,292	1,022	4,019	6,082	6,082	6,082	6,082	33,995
EAGLE COUNTY HEALTH SERVICE (AMBULANCE)	<u>2.766</u>	<u>0</u>	<u>0</u>	<u>333</u>	<u>4,317</u>	<u>1,028</u>	<u>4,043</u>	<u>6,117</u>	<u>6,117</u>	<u>6,117</u>	<u>6,117</u>	<u>34,192</u>
TOTAL - ALL OVERLAPPING ENTITIES	<u>72.808</u>	<u>0</u>	<u>0</u>	<u>8,755</u>	<u>113,637</u>	<u>27,070</u>	<u>106,414</u>	<u>161,020</u>	<u>161,020</u>	<u>161,020</u>	<u>161,020</u>	<u>900,029</u>

SCHEDULE 1
BELDEN PLACE
PROJECTED ASSESSED VALUATION - BUILDOUT & LOT SALES
FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
2020\$ (Uninflated)

Working Draft, Subject To Change
13-Nov-20

BUILDOUT - INCLUDES UNIT LOT VALUES AS SHOWN BELOW:				
	Planned	Average	Average	Total
	Number	Per Unit	SQ. FT	Gross Unit
Description of Unit	of Units	Price	per Unit	Volume
SF HOMES	9	863,769	1,578	7,773,920
DUPLEX HOMES	8	861,630	1,760	6,893,040
MF HOMES	23	670,177	1,374	15,414,080
CHRITIANSAN RESIDENCE (INCL ADU)	<u>1</u>	<u>850,000</u>	<u>2,804</u>	<u>850,000</u>
Total Project	<u>41</u>	<u>754,416</u>	<u>7,516</u>	<u>30,931,040</u>
Total Value - Entire Project				<u>30,931,040</u>

Estimated Actual Value of Residential

SF HOMES	0	0	0	7,773,920	0	0	0	0	0	0	0
DUPLEX HOMES	0	0	3,446,520	3,446,520	0	0	0	0	0	0	0
MF HOMES	0	0	11,393,016	4,021,064	0	0	0	0	0	0	0
CHRITIANSAN RESIDENCE (INCL ADU)	<u>850,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Incremental Estimate Actual Value of Residential	<u>850,000</u>	<u>0</u>	<u>14,839,536</u>	<u>15,241,505</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Cumulative Estimate Actual Value of Residential	<u>850,000</u>	<u>850,000</u>	<u>15,689,536</u>	<u>30,931,040</u>	<u>30,931,040</u>	<u>30,931,040</u>	<u>30,931,040</u>	<u>30,931,040</u>	<u>30,931,040</u>	<u>30,931,040</u>	<u>30,931,040</u>

Estimate Assessed Value (Cumulative)

Estimated Assessed Value Of Vacant Land @ 29%	<u>0</u>	<u>1,500,000</u>	<u>(750,000)</u>	<u>(750,000)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Estimated Assessed Value Of Residential Product @ 7.15%	<u>120,250</u>	<u>60,775</u>	<u>1,121,802</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>
Total Estimated Assessed Value Of Vacant Land, Comm. & Resid.	<u>120,250</u>	<u>1,560,775</u>	<u>371,802</u>	<u>1,461,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>	<u>2,211,569</u>

TOWN MINTURN Mill 17.93

	<u>2,157</u>	<u>27,991</u>	<u>6,668</u>	<u>26,212</u>	<u>39,662</u>	<u>39,662</u>	<u>39,662</u>	<u>39,662</u>	<u>39,662</u>	<u>39,662</u>	<u>39,662</u>
Year Assessed Valuation Certified	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Year Taxes Received	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032

SCHEDULE 2
BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
PROJECTED TOWN OF MINTURN 4.0% SALES AND USE TAXES
FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
2020\$ (Uninflated)

Working Draft, Subject To Change
13-Nov-20

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>TOTALS</u>
Projected Cumulative Households Completed (Occupied 1 year after completion)	<u>0</u>	<u>0</u>	<u>21</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>
Projected Households:											
Assumed Average Number of Residents per Household	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	
Assumed Number of Residents	<u>0</u>	<u>0</u>	<u>63</u>	<u>120</u>	<u>120</u>	<u>120</u>	<u>120</u>	<u>120</u>	<u>120</u>	<u>120</u>	<u>120</u>
Allocation of Types of Households:											
Assumed Percentage of Households Occupied for Full Year	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	
Assumed Percentage of Households Occupied for Half Year	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	
Assumed Percentage of Households Occupied for One Month	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	
Assumed Number of Households Occupied for Full Year	<u>0</u>	<u>0</u>	<u>21</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>
Assumed Number of Households Occupied for Half Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Assumed Number of Households Occupied for One Month	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Assumed Total Number of Households	<u>0</u>	<u>0</u>	<u>21</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>
Assumed Total Number of Full Year Equiv. Households	<u>0</u>	<u>0</u>	<u>21</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>
Projected Town of Minturn Taxable Sales Generated From Groceries/Residential Utilities/Other (liquor, sundries, hardware and materials, clothing, gifts, restaurants, etc.):											
Assumed Annual Taxable Sales for Households Occupied for Full Year (1)	14,352	14,352	14,352	14,352	14,352	14,352	14,352	14,352	14,352	14,352	
Assumed Annual Taxable Sales for Households Occupied for Half Year	7,176	7,176	7,176	7,176	7,176	7,176	7,176	7,176	7,176	7,176	
Assumed Annual Taxable Sales for Households Occupied for One Year	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	
Projected Annual Taxable Sales Generated From Groceries/Residential Utilities/Other (liquor, sundries, hardware and materials, clothing, gifts, etc.):											
Projected Annual Taxable Sales for Households Occupied for Full Year	0	0	301,392	574,080	574,080	574,080	574,080	574,080	574,080	574,080	4,319,952
Projected Annual Taxable Sales for Households Occupied for Half Year	0	0	0	0	0	0	0	0	0	0	0
Projected Annual Taxable Sales for Households Occupied for One Year	0	0	0	0	0	0	0	0	0	0	0
Projected Annual Sales from All Households - (Groceries/Utilities/Other)	<u>0</u>	<u>0</u>	<u>301,392</u>	<u>574,080</u>	<u>574,080</u>	<u>574,080</u>	<u>574,080</u>	<u>574,080</u>	<u>574,080</u>	<u>574,080</u>	<u>4,319,952</u>
Projected 4.0% Town of Minturn Sales Tax Revenues from Groceries/Utilities/Other:											
Projected 4.0% Sales Tax Revenues for Households Occupied for Full Year	0	0	12,056	22,963	22,963	22,963	22,963	22,963	22,963	22,963	194,398
Projected 4.0% Sales Tax Revenues for Households Occupied for Half Year	0	0	0	0	0	0	0	0	0	0	0
Projected 4.0% Sales Tax Revenues Households Occupied for One Year	0	0	0	0	0	0	0	0	0	0	0
Projected 4.0% Sales Tax Revenues from Groc./Util./Other - All Residents	<u>0</u>	<u>0</u>	<u>12,056</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>194,398</u>
Projected 4.0% Sales Tax Revenues from BELDEN PLACE to General Fund	<u>0</u>	<u>0</u>	<u>12,056</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>22,963</u>	<u>194,398</u>
Projected 4% Town of Minturn Use Tax Revenues from Construction Materials:											
Projected Building Permit Value @ \$754,416 - 10,000 = 744,416 Average Bldg. Permit (less 10,000 reduction per unit)	0	<u>15,632,736</u>	<u>14,143,904</u>	0	0	0	0	0	0	0	<u>29,776,640</u>
Assumed Cost of Construction Materials @ 25% of Bldg. Permit Value	0	<u>3,908,184</u>	<u>7,071,952</u>	0	0	0	0	0	0	0	<u>10,980,136</u>
Projected 4% Use Tax Construction Materials - Residential	0	<u>156,327</u>	<u>282,878</u>	0	0	0	0	0	0	0	<u>439,205</u>
Projected 4% Use Tax Revenues from Construction Materials	<u>0</u>	<u>156,327</u>	<u>282,878</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>439,205</u>

Note 1: The \$14,352 per household expenditure was estimated as follows: \$15,500,00 budgeted year 2019 taxable sales divided by 540 current Town of Minturn households = \$28,704 per household divided by two = \$14,352 sales taxable expenditures per household.

SCHEDULE 3
BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
PROJECTED WATER TAP FEE AND USER FEE REVENUES
FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
2020\$ (NO INFLATION)

Working Draft, Subject To Change
13-Nov-20

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>TOTALS</u>
Total Projec. Number of Incremental New Taps (subject to tap fee, SIF, cash in lieu fee)	<u>(15.00)</u>	<u>21.00</u>	<u>19.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25.00</u>
Total Projec. Number of Existing Taps (subject to SIF only)	<u>15.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15.00</u>
Projected Water Tap Fee, SIF Fee, and Cash in Lieu Fee Revenues:											
Assumed Tap Fee per SFE per Town of Minturn (paid at permit; 3% increases)	<u>4.935</u>	<u>5.182</u>	<u>5.441</u>	<u>5.713</u>	<u>5.999</u>	<u>6.298</u>	<u>6.613</u>	<u>6.944</u>	<u>7.291</u>	<u>7.656</u>	
Assumed SIF Fee - Tier 1 (0 - 2,500 SF) per Town of Minturn (paid at permit; 3% increases)	<u>4.06</u>	<u>4.18</u>	<u>4.31</u>	<u>4.44</u>	<u>4.57</u>	<u>4.71</u>	<u>4.85</u>	<u>4.99</u>	<u>5.14</u>	<u>5.30</u>	
Assumed SIF Fee - Tier 2 (2,501 - 3,500 SF) per Town of Minturn (paid at permit; 3% increases)	<u>5.11</u>	<u>5.26</u>	<u>5.42</u>	<u>5.58</u>	<u>5.75</u>	<u>5.92</u>	<u>6.10</u>	<u>6.28</u>	<u>6.47</u>	<u>6.67</u>	
Assumed SIF Fee - Tier 3 (3,501 - 5,000 SF) per Town of Minturn (paid at permit; 3% increases)	<u>6.16</u>	<u>6.34</u>	<u>6.54</u>	<u>6.73</u>	<u>6.93</u>	<u>7.14</u>	<u>7.36</u>	<u>7.58</u>	<u>7.80</u>	<u>8.04</u>	
Assumed Cash in Lieu Fee per Town of Minturn (paid at permit; 3% increases)	<u>11.179</u>	<u>11.514</u>	<u>11.860</u>	<u>12.216</u>	<u>12.582</u>	<u>12.960</u>	<u>13.348</u>	<u>13.749</u>	<u>14.161</u>	<u>14.586</u>	
Projected Tap Fee Revenues	<u>0</u>	<u>108,817</u>	<u>103,376</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>212,193</u>
Projected SIF Fee Revenues											
SIF TIER 1	<u>0</u>	<u>127,118</u>	<u>127,004</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>254,122</u>
SIF TIER 2	<u>0</u>	<u>0</u>	<u>(44,985)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(44,985)</u>
SIF TIER 3	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Projected SIF Fee Revenues	<u>0</u>	<u>127,118</u>	<u>82,019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>209,137</u>
Projected Cash in Lieu Fee Revenues	<u>0</u>	<u>241,802</u>	<u>225,336</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>467,138</u>
Projected Water User Fee Revenues:											
Assumed Average Annual Rate per dwelling unit (\$88.15/Month/Ave. for 6,000 gallons; 3% increases)	<u>331.56</u>	<u>341.51</u>	<u>351.75</u>	<u>362.30</u>	<u>373.17</u>	<u>384.37</u>	<u>395.90</u>	<u>407.78</u>	<u>420.01</u>	<u>432.61</u>	
Additional Usage Fee per 1,000 gal over 6,000 (3% increases)	<u>5.07</u>	<u>5.22</u>	<u>5.38</u>	<u>5.54</u>	<u>5.71</u>	<u>5.88</u>	<u>6.05</u>	<u>6.24</u>	<u>6.42</u>	<u>6.62</u>	
Additional Annual Usage Fee Revenues at average 1 ,000 gallons used per unit	<u>60.84</u>	<u>62.67</u>	<u>64.55</u>	<u>66.48</u>	<u>68.48</u>	<u>70.53</u>	<u>72.65</u>	<u>74.83</u>	<u>77.07</u>	<u>79.38</u>	
Total Projected Water User Fee Revenues	<u>392</u>	<u>404</u>	<u>9,159</u>	<u>17,580</u>	<u>18,108</u>	<u>18,651</u>	<u>19,210</u>	<u>19,787</u>	<u>20,380</u>	<u>20,992</u>	<u>144,663</u>

SCHEDULE 4
BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
PROJECTED STREET IMPACT FEE REVENUES
PROJECTED FIRE IMPACT FEES
FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
2020\$ (NO INFLATION)

Working Draft, Subject To Change
13-Nov-20

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>TOTALS</u>
Projected Fire Impact Fee Revenues (paid at permit):											
Assumed Average Rate per .75 inch water meter - Residential	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	<u>1,671.00</u>	
Projected Fire Impact Fee Revenues	<u>0</u>	<u>35,091</u>	<u>31,749</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>66,840</u>

SCHEDULE 5
 BELDEN PLACE - DIRECT FISCAL IMPACTS TO TOWN OF MINTURN
 PROJECTED REAL ESTATE TRANSFER ASSESSMENT (RETT)
 FOR THE YEARS ENDING DECEMBER 31, 2020 THROUGH 2029
 2020\$ (Uninflated)

Working Draft, Subject To Change
 13-Nov-20

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	TOTALS
INITIAL SALES											
INCREMENTAL INITIAL REAL ESTATE SALES	<u>850,000</u>	<u>0</u>	<u>14,839,536</u>	<u>15,241,505</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>30,931,040</u>
1% RETT ON INITIAL REAL ESTATE SALES	<u>8,500</u>	<u>0</u>	<u>148,395</u>	<u>152,415</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>309,310</u>
RESALES											
CUMULATIVE INITIAL REAL ESTATE SALES	850,000	850,000	15,689,536	30,931,040	30,931,040	30,931,040	30,931,040	30,931,040	30,931,040	30,931,040	30,931,040
AVERAGE TURNOVER PER YEAR	0.00%	0.00%	2.00%	5.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
TOTAL RESALE REVENUE	<u>0</u>	<u>0</u>	<u>313,791</u>	<u>1,546,552</u>	<u>2,165,173</u>	<u>2,165,173</u>	<u>2,165,173</u>	<u>2,165,173</u>	<u>2,165,173</u>	<u>2,165,173</u>	<u>14,851,380</u>
1% RETT ON RESALES	<u>0</u>	<u>0</u>	<u>3,138</u>	<u>15,466</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>148,514</u>
TOTAL ANNUAL 1.0% RETT TO TOWN OF MINTURN GENERAL FUND	<u>8,500</u>	<u>0</u>	<u>151,533</u>	<u>167,881</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>21,652</u>	<u>457,824</u>

ENGINEERING

CONTACTS:

OWNER:
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970 306-2264
vailland.com
perry@vailland.com

PLANNER:

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JS Designs
PO Box 116
Minturn, CO 81645-0116
www.jsdvail.com
jsdesign@outlook.com
970 331-9791

SHEET INDEX:

- C.000 COVER SHEET
- C.100 EXISTING SITE PLAN
C.101 DEMOLITION PLAN
- C.110 PROPOSED SITE PLAN
C.111 SNOW REMOVAL & STORAGE PLAN
- C.120 LANDSCAPE PLAN
C.121 LANDSCAPE NOTES
C.122 LANDSCAPE DETAILS
- C.130 PARCEL MAP
C.131 PARCEL MAP W/ BUILDINGS
C.132 PARCEL MAP W/ EASEMENTS
C.133 WATER & SEWER EASEMENTS
C.134 EASEMENTS W/ SITE FEATURES

- C.200 OVERALL UTILITY PLAN
C.201 SHALLOW UTILITY PLAN
C.202 WATER & SEWER PLAN

- C.210 WATER P & P - BELDEN WAY / SILVER LOOP (PIPE RUN 1)
C.211 WATER P & P - SILVER LOOP (PIPE RUNS 2 & 4)
C.212 WATER P & P - SILVER LOOP ENTRANCE (PIPE RUN 3)

- C.220 SEWER P & P - BELDEN WAY
C.221 SEWER P & P - SILVER LOOP

- C.300 GRADING & DRAINAGE PLAN

- C.310 HIGHWAY 24 STORM DRAIN
C.311 HIGHWAY 24 STORM DRAIN - PLAN & PROFILE
C.312 HIGHWAY 24 STORM DRAIN - DETAILS 1
C.313 HIGHWAY 24 STORM DRAIN - DETAILS 2

- C.320 STORM WATER MANAGEMENT PLAN (SWMP)
C.321 SWMP DETAILS - 1
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- C.400 ROAD P & P - SILVER LOOP ENTRANCE
C.401 ROAD P & P - SILVER LOOP
C.402 ROAD P & P - BELDEN WAY
C.403 ROAD P & P - GARAGE ENTRANCE

- C.404 TURNING MOVEMENTS - FIRE TRUCK
C.405 TURNING MOVEMENTS - TRASH TRUCK

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C.501 CONSTRUCTION SPECIFICATIONS - 2
C.502 CONSTRUCTION SPECIFICATIONS - 3
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- C.510 WATER DETAILS - 1
C.511 WATER DETAILS - 2
C.512 SEWER DETAILS

BELDEN PLACE P.U.D.
PRELIMINARY PLAT SUBMITTAL
South Minturn Addition: Lots 29, 31 & 32
Minturn, Colorado



PO Box 842
Carbondale, Colorado 81623-0842
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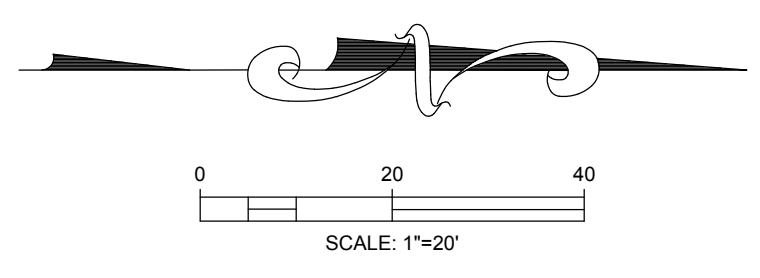
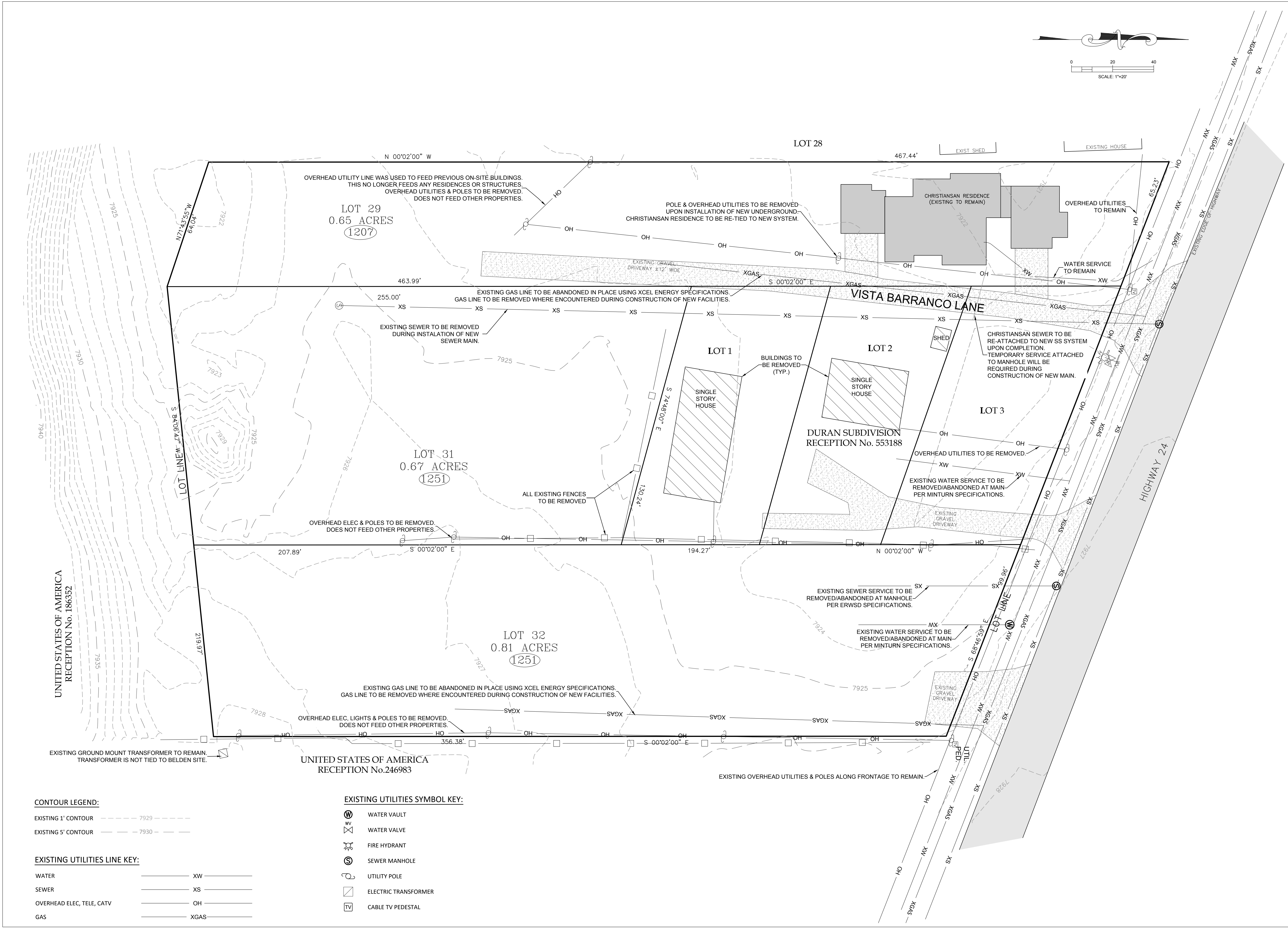
Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:
COVER SHEET

Sheet:
C.000



- CONTOUR LEGEND:**
- EXISTING 1' CONTOUR - - - - - 7929 - - - - -
- EXISTING 5' CONTOUR - - - - - 7930 - - - - -
-
- EXISTING UTILITIES LINE KEY:**
- | | | |
|---------------------------|-------|------|
| WATER | _____ | XW |
| SEWER | _____ | XS |
| OVERHEAD ELEC, TELE, CATV | _____ | OH |
| GAS | _____ | XGAS |

- EXISTING UTILITIES SYMBOL KEY:**
- | | |
|--|----------------------|
| | WATER VAULT |
| | WATER VALVE |
| | FIRE HYDRANT |
| | SEWER MANHOLE |
| | UTILITY POLE |
| | ELECTRIC TRANSFORMER |
| | CABLE TV PEDESTAL |

ENGINEERING INC. CIVIL STRUCTURAL

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COLORADO REGISTERED PROFESSIONAL ENGINEER
DAVID G. ANDERSON
39276

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

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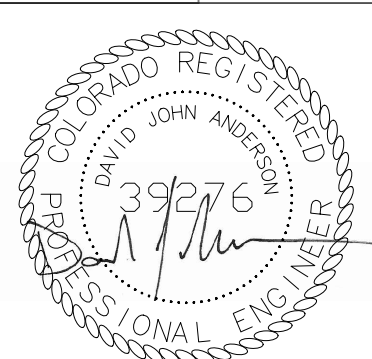
DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

DEMOLITION PLAN

Sheet:

C.101



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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title: PROPOSED
SITE PLAN

Sheet:

C.110

CONTOUR LEGEND:

EXISTING 1' CONTOUR	---	7929
EXISTING 5' CONTOUR	---	7930
PROPOSED 1' CONTOUR	---	7929
PROPOSED 5' CONTOUR	---	7930

PROPOSED UTILITY SYMBOL KEY:

	WATER VAULT		STREET LIGHT
	WATER VALVE		
	FIRE HYDRANT		
	SEWER MANHOLE		
	UTILITY POLE		
	ELECTRIC TRANSFORMER		
	CABLE TV PEDESTAL		
	ELECTRIC SPLICE VAULT		

SNOW SYMBOL KEY:

	SNOW STORAGE AREAS
	SNOW REMOVAL ROUTE
	HAND SHOVEL LOCATION

COMMON AREA SNOW STORAGE TABLE			
SNOW REMOVAL AREA ID	SNOW REMOVAL AREA	SNOW STORAGE AREA REQUIRED 5%	SNOW STORAGE AREA PROVIDED
	SF	SF	SF
ROAD 1	10695	535	954
ROAD 2	5923	296	608
ROAD 3	2820	141	392
PARKING 1	694	35	50
PARKING 2	1010	51	60
PARKING 3	815	41	50
WALK 1	312	16	25
WALK 2	1296	65	75
WALK 3	268	13	22
TRI-PLEX	4805	240	310

LOT SNOW STORAGE TABLE						
LOT ID	PARKING SPACES	AVG. LENGTH	WIDTH	SNOW REMOVAL AREA	SNOW STORAGE AREA REQUIRED 5%	SNOW STORAGE AREA PROVIDED
	QTY	FT	FT	SF	SF	SF
1	2	24	9	436	22	22
2	2	23	9	414	21	22
3	1	23	9	207	10	11
4	2	23	9	414	21	22
5	1	24	9	217	11	11
6	1	34	9	308	15	22
7	0	0	0	0	0	0
8	3	19	9	513	26	26
9	2	19	9	342	17	19
10	3	20	9	540	27	31
11	2	26	9	473	24	28
12	1	23	9	207	10	11
13	1	23	9	207	10	11
14	1	23	9	207	10	11
15	2	23	9	414	21	23
16	2	23	9	414	21	23
17	2	34	16	1094	55	68
18	2	26	9	481	23	25
19	2	25	9	455	23	25
20	2	25	9	456	23	25
21	1	25	9	225	11	13
22	1	24	9	219	11	11
23	1	24	9	219	11	11
24	1	24	9	219	11	11
25	3	27	9	726	36	41
26	2	20	9	351	18	19
27	2	20	9	351	18	19

NOT FOR CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title: SNOW REMOVAL & STORAGE PLAN

Sheet:

C.111

Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

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PLANT LEGEND:

DEDCIDUOUS TREES

ABB.	BOTANIC	COMMON	SPACING	SIZE	QTY
APA	<i>Fraxinus americana</i>	Autumn Purple Ash	As Shown	2" Caliper	6
PGA	<i>Fraxinus pennsylvanica</i> x 'Green'	Patmore 'Green' Ash	As Shown	2" Caliper	9
SHL	<i>Gleditsia triacanthos</i>	Shademaster Honeylocust	As Shown	2" Caliper	7
					22

EVERGREEN TREES

PPB	<i>Picea pungens</i>	Baby Blue Eyes Spruce	As Shown	6' Feet	11
-----	----------------------	-----------------------	----------	---------	----

ORNAMENTAL

AMG	<i>Amelanchier grandiflora</i>	Autumn Brilliance Serviceberry	As Shown	8' Clump	21
MAS	<i>Malus</i> x 'Spring Snow'	Spring Snow Crabapple (no fruit)	As Shown	2" Caliper	9
CCI	<i>Crataegus crus-galli</i> x 'Inermis'	Thornless cockspur Hawthorne	As Shown	2" Caliper	5
ATG	<i>Acer tataricum</i> x 'GarAnn'	Hot wings Maple	As Shown	2" Caliper	7
PVR	<i>Prunus virginiana</i> Schubert Clump	Canada Red Chokecherry Clump	As Shown	8' Clump	11
					53

84 trees required overall if 1-per 1200 sq. ft + 28 shrubs in the common areas, and a minimum of 32 (2-per lot min. Total Shrubs: 60).

Total

86

BELDEN PLACE P.U.D.
PRELIMINARY SUBMITTAL
Minturn, Colorado

PLANT LEGEND:

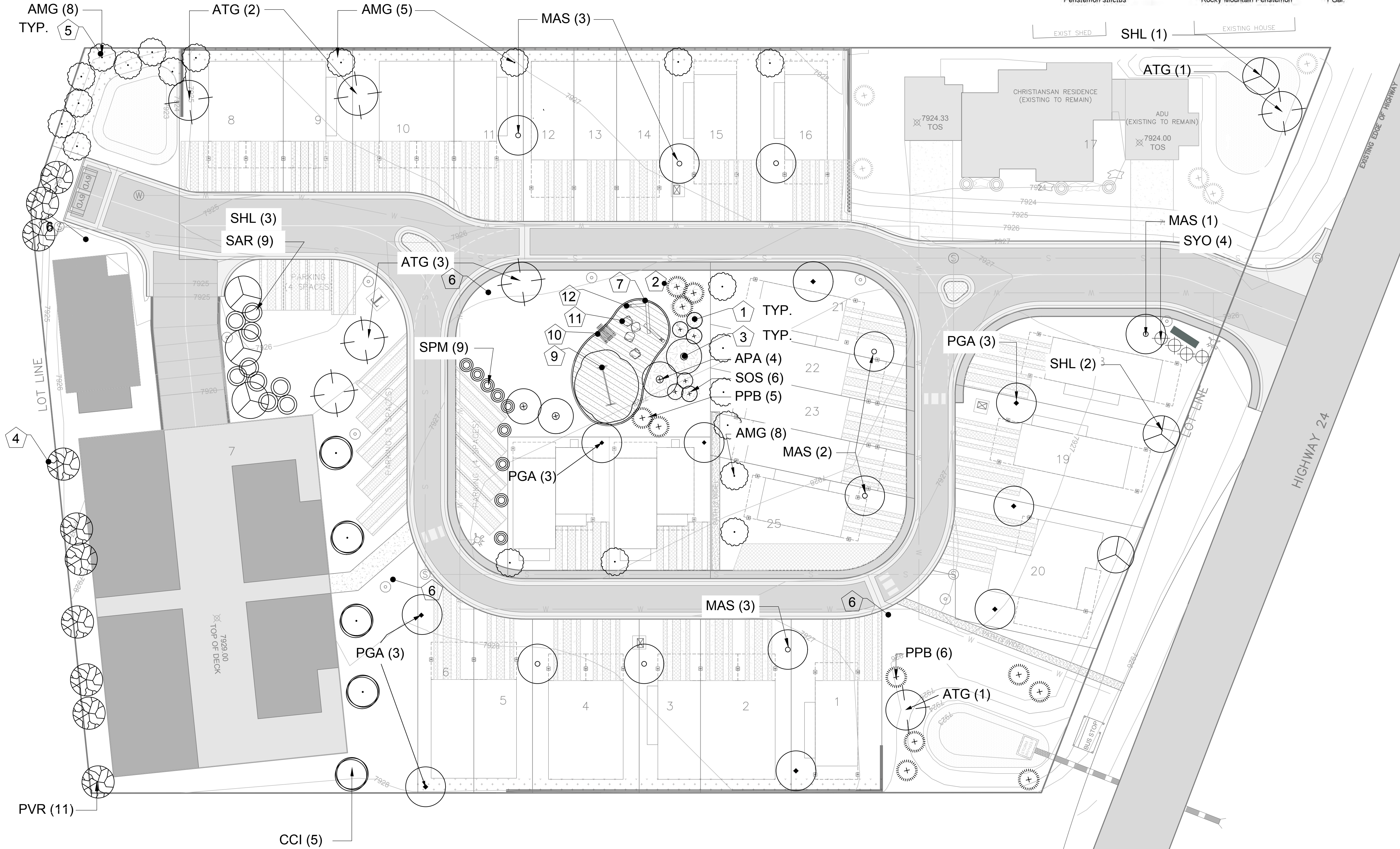
DECIDUOUS SHRUBS

ABB.	BOTANIC	COMMON	SPACING	SIZE	QTY	*Plus a minimum of 2 shrubs per lot
SAR	<i>Salix repens</i>	Creeping Willow	as shown	5 Gal.	9	
SOS	<i>Sorbaria sorbifolia</i>	Ash-leaf Spirea	as shown	5 Gal.	6	
SPM	<i>Syringa patula</i> 'Miss Kim'	Miss Kim Lilac	as shown	5 Gal.	9	
SYO	<i>Symphoricarpos occidentalis</i>	Western Snowberry	as shown	5 Gal.	4	

PERENNIALS

*This list will be used as a guide for planting

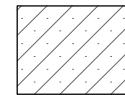
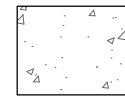

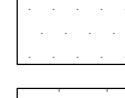
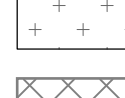

BOTANIC	COMMON	SIZE
<i>Ajuga reptans</i>	Bronze Carpet Bugle	4"
<i>Fragaria frel</i> 'Lipstick'	Lipstick Strawberry	4"
<i>Potentilla neumanniana</i>	Creeping Potentilla	4"
<i>Viola labradorica</i>	Labrador Violet	4"
<i>Acquilegia hybrid</i>	Rocky Mountain Columbine	1 Gal.
<i>Geranium macrorrhizum</i> 'Bevan's Variety'	Bevan's Geranium	1 Gal.
<i>Hemerocallis</i> 'Little Business'	Little Business Daylily	1 Gal.
<i>Iris missouriensis</i>	Rocky Mountain Iris	1 Gal.
<i>Liatis spicata</i>	Liatis	1 Gal.
<i>Leucanthemum superbum</i> 'Becky'	Shasta Daisy	1 Gal.
<i>Penstemon strictus</i>	Rocky Mountain Penstemon	1 Gal.














BELDEN PLACE P.U.D.
PRELIMINARY SUBMITTAL
Minturn, Colorado

NOT FOR CONSTRUCTION

HATCH LEGEND:

	FIBAR ENGINEERED PLAYGROUND SURFACE
	CONCRETE DRIVEWAY RIBBON
	3" SHREDDED MULCH
	TURF GRASS
	PERENNIAL MIX. MAY BE WILDFLOWER MIX (SEED)
	TREDSTONE DRIVEABLE GRASSCPAE ADJACENT TO DRIVE-WAY RIBBONS

MATERIAL & DETAIL LEGEND:

	SHRUB PLANTING, RE: 1, SHEET C.122
	TYPICAL MULCHING UNDER PLANTED MATERIALS RE: 9, SHEET C.122
	TREE PLANTING, RE: 3, SHEET C.122
	EXISTING TREE PROTECTION, RE: 4, SHEET C.122
	TREE ON SLOPE, RE: 5, SHEET C.122
	DOG WASTE STATION, RE: 6, SHEET C.122
	CONCRETE EDGER, RE: 7, SHEET C.122
	METAL EDGER, RE: 8, SHEET C.122
	TIRE SWING, RE: 9, SHEET C.122
	ADA PICNIC TABLE, RE: 10, SHEET C.122
	BOULDER, RE: 11, SHEET C.122
	BALANCE LOGS RE: 12, SHEET C.122

GENERAL NOTES:

- CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND REGULATIONS.
- CONTRACTOR TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO BEFORE DIGGING, INCLUDING BUT NOT LIMITED TO, TRENCHING, SHRUB AND TREE PLANTING PITS. IF UTILITIES OCCUR WITHIN (3) THREE FEET OF PROPOSED FOOTINGS, THE CONTRACTOR SHALL REPORT SUCH CONDITIONS TO THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR FULL ON-SITE INVESTIGATIONS AS NEEDED IN ORDER TO GAIN A FULL UNDERSTANDING OF EXISTING CONDITIONS PRIOR TO CONSTRUCTION. FAILURE TO INSPECT THE SITE PRIOR TO CONSTRUCTION SHALL NOT BE CAUSE FOR REQUESTING ADDITIONAL MONIES BY THE CONTRACTOR.
- THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
- THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR FOR SAFETY PRECAUTIONS OR PROBLEMS UTILIZED IN CONNECTION WITH THE WORK, AND HE/SHE WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- VERIFY ALL CONDITIONS AT THE JOB SITE AND NOTIFY LANDSCAPE ARCHITECT AND THE OWNER'S REP. IMMEDIATELY OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES PRIOR TO ANY DEMOLITION OR CONSTRUCTION.

SIGHT TRIANGLE NOTES:

PEDESTRIAN SIGHT TRIANGLES: NO ITEMS THAT ARE WIDER THAN 18" MAY BE TALLER THAN 30" WITHIN THE PEDESTRIAN SIGHT TRIANGLE.

CORNER SIGHT TRIANGLES: NO ITEMS TALLER THAN 30" MAY BE PLACED WITHIN THE CORNER SIGHT TRIANGLE, EXCEPT FOR TRAFFIC CONTROL DEVICES AND EQUIPMENT, TREES MUST BE LIMBED TO 8 FEET AT ADEQUATE MATURITY. TREES SHALL BE PLANTED A MINIMUM OF 10 FEET FROM LIGHT OR UTILITY POLES.

ROADWAY SIGHT TRIANGLES: NO ITEMS THAT ARE WIDER THAN 18" MAY BE TALLER THAN 30" WITHIN THE ROADWAY SIGHT TRIANGLE EXCEPT FOR STREET TREES AND TRAFFIC CONTROL DEVICES AND EQUIPMENT.

TREE PROTECTION ZONE (TPZ) NOTES:

- CONTRACTOR SHALL VERIFY FINAL BOUNDARIES OF TPZ PRIOR TO COMMENCEMENT OF CONSTRUCTION/DEMOLITION ACTIVITIES. EXCESSIVE BRANCH PRUNING ON EXISTING TREES FOR CONSTRUCTION CLEARANCE WILL NOT BE PERMITTED. PRUNING FOR BUILDING CLEARANCE SHALL BE MINIMIZED. DUE TO SCOPE OF CONSTRUCTION AND SIZE OF EX. ROW TREES, USE CHAIN LINK FENCING TO ESTABLISH TPZ.
- THE TREE LAWN WITHIN THE BOUNDARY OF THE TREE DRIPLINE SHALL NOT BE ROTOTILLED AT ANY TIME. ROTOTILLING IS ONLY PERMITTED IN AREAS OUTSIDE OF EXISTING TREE DRIPLINE WHERE CONCRETE & HARDSCAPE ARE REMOVED.

LANDSCAPE NOTES:

- ALL NEW LANDSCAPE AND IRRIGATION SHALL BE UNDER WARRANTY FOR A PERIOD OF (1) ONE YEAR. THE WARRANTY PERIOD SHALL COMMENCE ONCE ALL PUNCH LIST ITEMS ARE SATISFACTORY COMPLETED AND A LETTER OF FINAL COMPLETION IS PROVIDED FROM THE OWNER'S REPRESENTATIVE. ALL LANDSCAPE AND IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1 YEAR AFTER THE FINAL COMPLETION IS PROVIDED IN WRITING.
- PLANT MATERIAL AND BED LOCATIONS TO BE STAKED BY THE LANDSCAPE CONTRACTOR FOR REVIEW BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. ALL ADJUSTMENTS SHALL BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT DIG PLANT PITS UNTIL LOCATIONS ARE APPROVED.
- ROUGH GRADING TO PLUS OR MINUS ONE TENTH OF A FOOT BY GENERAL CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE FINISH GRADING IN ALL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR TO APPROVE ROUGH GRADES PRIOR TO MOBILIZATION. MOBILIZATION ON THE PART OF THE LANDSCAPE CONTRACTOR WILL INDICATE THAT ROUGH GRADING IS ACCEPTABLE TO THE LANDSCAPE CONTRACTOR, AND THEREFORE BE RESPONSIBLE FOR PROVIDING ALL FINISHED GRADES TO MEET THE CIVIL GRADING PLANS.
- TREES AND SHRUBS WILL BE INSPECTED ON-SITE. LANDSCAPE PLANT MATERIALS MAY BE REJECTED AT ANY TIME DUE TO ISSUES OF QUALITY.
- ALL NEW LANDSCAPE AREAS SHALL BE IRRIGATED BY A COMMERCIAL GRADE, FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. TREES, SHRUBS, AND DECORATIVE GRASSES SHALL BE IRRIGATED BY A SEPARATE ZONE FROM SOD/GRASS; THIS INCLUDES TREES PLANTED IN SOD/GRASS AREA. THE IRRIGATION SYSTEM IS TO HAVE A RAIN SENSOR SHUTOFF INSTALLED. IRRIGATION TO BE DESIGN/BUILD. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ARCHITECT, LANDSCAPE ARCHITECT, AND MECHANICAL AND FOR GENERATION OF AN IRRIGATION PLAN FOR REVIEW WITH AS BUILT PLAN AS REQUIRED.
- ALL PLANT MATERIAL SHALL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULE AND REGULATIONS.
- TRUNK-WRAP TAPE: TWO LAYERS OF CRINKLED PAPER CEMENTED TOGETHER WITH BITUMINOUS MATERIAL, 4 INCHES (102 MM) WIDE MIN.
- WRAPPING TREE TRUNKS: WRAP TREES WITH TRUNK-WRAP TAPE. START AT BASE OF TRUNK AND SPIRAL COVER TRUNK TO HEIGHT OF FIRST BRANCHES. OVERLAP WRAP, EXPOSING HALF THE WIDTH, AND SECURELY ATTACH WITHOUT CAUSING GIRDLING. DO NOT USE STAPLES. INSPECT TREE TRUNKS FOR INJURY, IMPROPER PRUNING, AND INSECT INFESTATION AND TAKE CORRECTIVE MEASURES REQUIRED BEFORE WRAPPING. DO NOT WRAP ROUGH BARK, POPULUS OR GLEDITSIA TREES. REMOVE WRAP IN SPRING.
- NO TREE SHALL BE WRAPPED AFTER MAY 21 OR BEFORE NOVEMBER 1.
 - ALL DECIDUOUS TREES SHALL BE WRAPPED BY NOV. 15. REMOVE TREE WRAP BY MAY 15.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR WRAPPING AND UNWRAPPING TREES DURING THE WARRANTY PERIOD.
- FIBER MULCH AT PLANTING BEDS: ORGANIC MULCH FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, CONSISTING OF SHREDDED REDWOOD MULCH NOT LARGER THAN FOUR INCHES (4") IN LENGTH. SUBMIT 1.0 CF SAMPLE FOR APPROVAL.

SOIL PREPARATION:

SOIL SHALL BE AMENDED BASED ON THE SOIL TEST RECOMMENDATIONS (TO ADDRESS SPECIFIC DEFICIENCIES & ISSUES IN EXISTING SOIL). THE FOLLOWING INCLUDES THE SOIL TEST REQUIREMENTS AND RECOMMENDATIONS TO BE USED IN CONJUNCTION WITH THE SOIL TEST RESULTS:

- SOIL ANALYSIS, BULK DENSITY TESTING AND REMEDIATION REQUIRED. SOIL ANALYSIS FROM A LOCAL ACCREDITED SOIL ANALYSIS LABORATORY WITH EXPERIENCE IN LOCAL URBAN SOILS SHALL BE REQUIRED WHEN PLANTS ARE TO BE INSTALLED IN GREEN SPACE. ALL SOIL REMEDIATION SHALL BE BASED ON THE SOIL ANALYSIS.
 - MINIMUM SOIL ANALYSIS MUST DETERMINE SOIL TEXTURE AND STRUCTURE, PH BALANCE, SOIL SALINITY, FREE LIME, ORGANIC MATTER (OM) CONTENT, PLANT AVAILABLE NUTRIENTS AND COMPACTION.
 - DEPTH OF LANDSCAPE SOIL ANALYSIS SHALL BE 24IN FOR TREES AND 8IN FOR ALL OTHER AREAS
 - SOIL REMEDIATION REQUIRED BASED ON SOIL ANALYSIS.
- COMPOSTED MATERIAL SHALL CONSIST OF AGED ORGANIC MATTER, FREE OF WEED OR OTHER NOXIOUS PLANT SEEDS, LUMPS, STONES, OR OTHER FOREIGN CONTAMINANTS HARMFUL TO PLANT LIFE, AND HAVING THE FOLLOWING CHARACTERISTICS BASED ON A NUTRIENT TEST PERFORMED NO LONGER THAN 3 MONTHS PRIOR TO ITS INCORPORATION INTO THE PROJECT:
 - ORGANIC MATTER: 25% MINIMUM.
 - SALT CONTENT: 5.0 MMHOS/CM MAXIMUM.
 - PH: 8.5 MAXIMUM.
 - CARBON TO NITROGEN RATIO OF 10:1 TO 20:1.
 - PARTICLE SIZE NO PARTICLE SMALLER THAN SILT OR CLAY SIZE, OR LARGER THAN ½" DIAMETER
 - ACCEPTABLE COMPOST PRODUCT: CLASS I COMPOST, SUCH AS ECOGRO OR BIO-COMP, AS PROVIDED BY A1 ORGANICS, EATON, CO, OR APPROVED EQUAL.
- FINISH GRADE TO BE BELOW THE EDGE OF PAVEMENT PRIOR TO SODDING OR PLANTING:
 - SEEDED/SODDED AREAS: ALLOW 1 INCH FOR SOD.
 - PLANTED AREAS: ALLOW 3 INCHES FOR MULCH.
- AFTER APPLYING SOIL CONDITIONER AND FERTILIZER, THOROUGHLY TILL AREA TO DEPTH OF 6" MINIMUM UNTIL SOIL IS WELL PULVERIZED AND THOROUGHLY MIXED.

Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

TIMBERLINE ENGINEERING, LLC

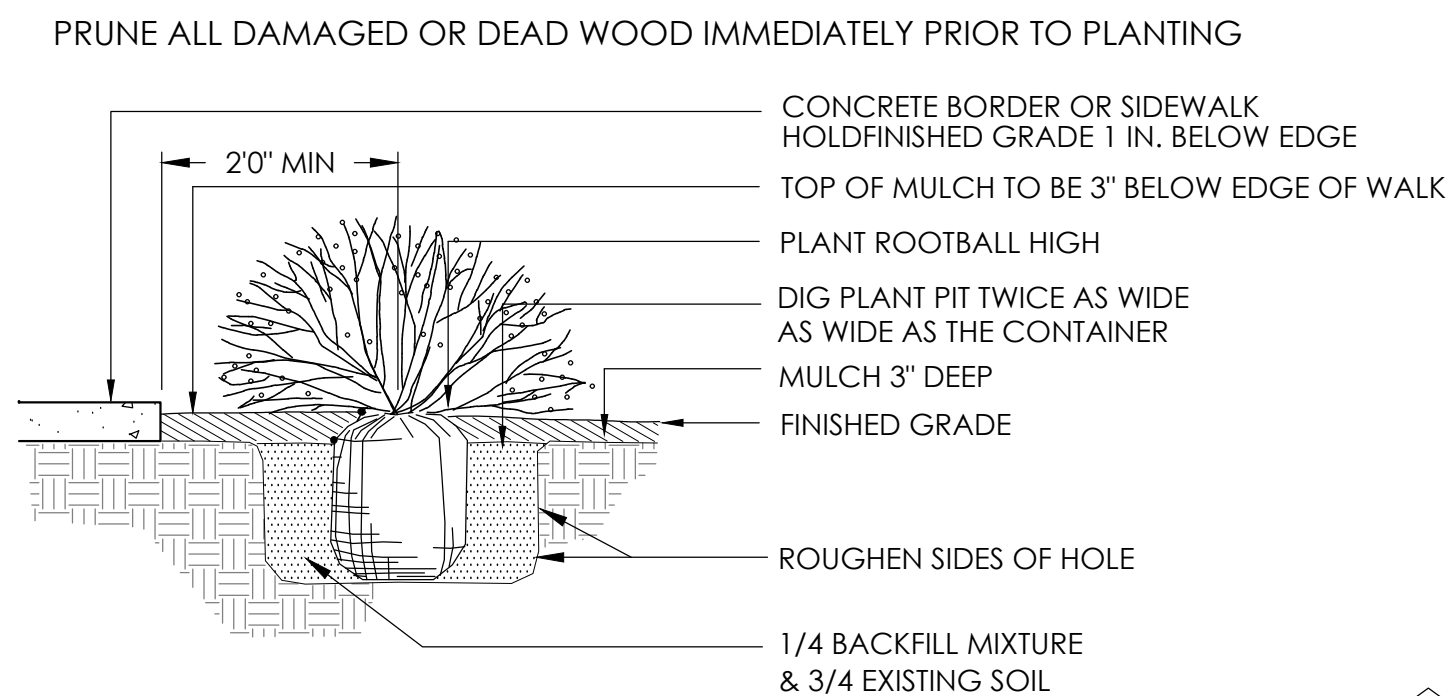
P.O. Box 842
Carbondale, Colorado 81623
970.963.9869
timberlineengineering@gmail.com

Title:

LANDSCAPE
NOTES

Sheet:

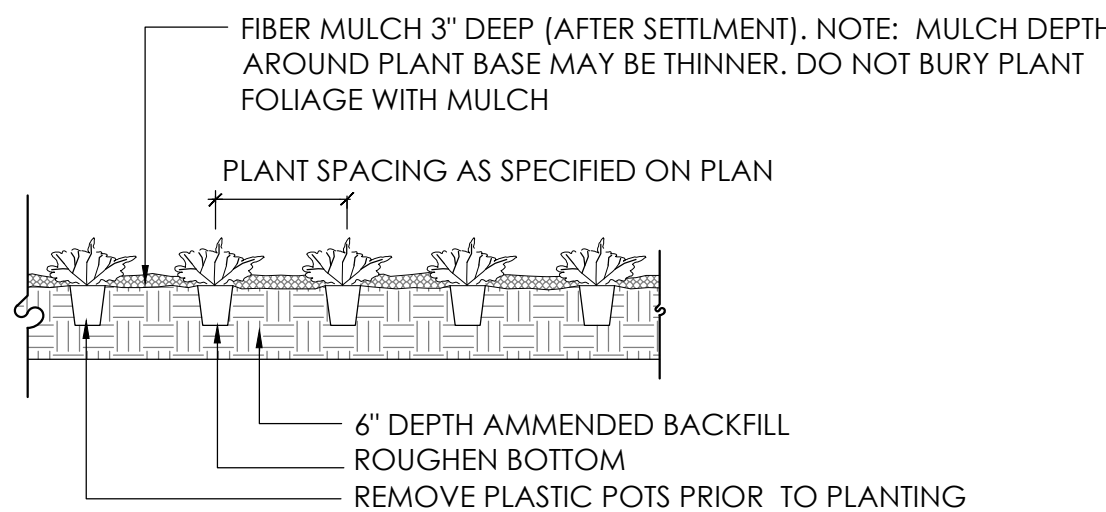
C.121



1 SHRUB PLANTING

SCALE: 3/4" = 1'-0"

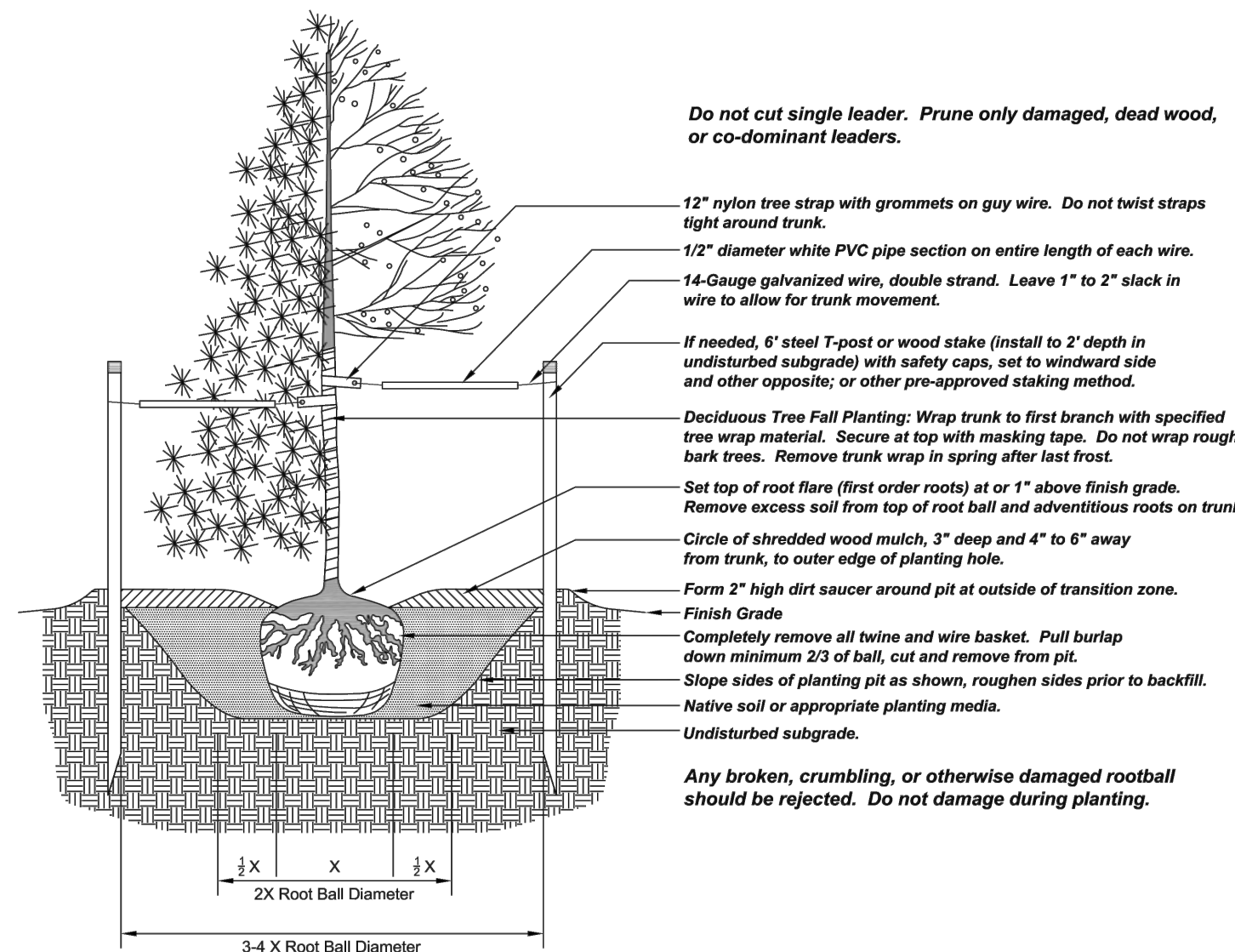
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2 PERENNIAL & GROUND COVER PLANTING

SCALE: 3/4" = 1'-0"

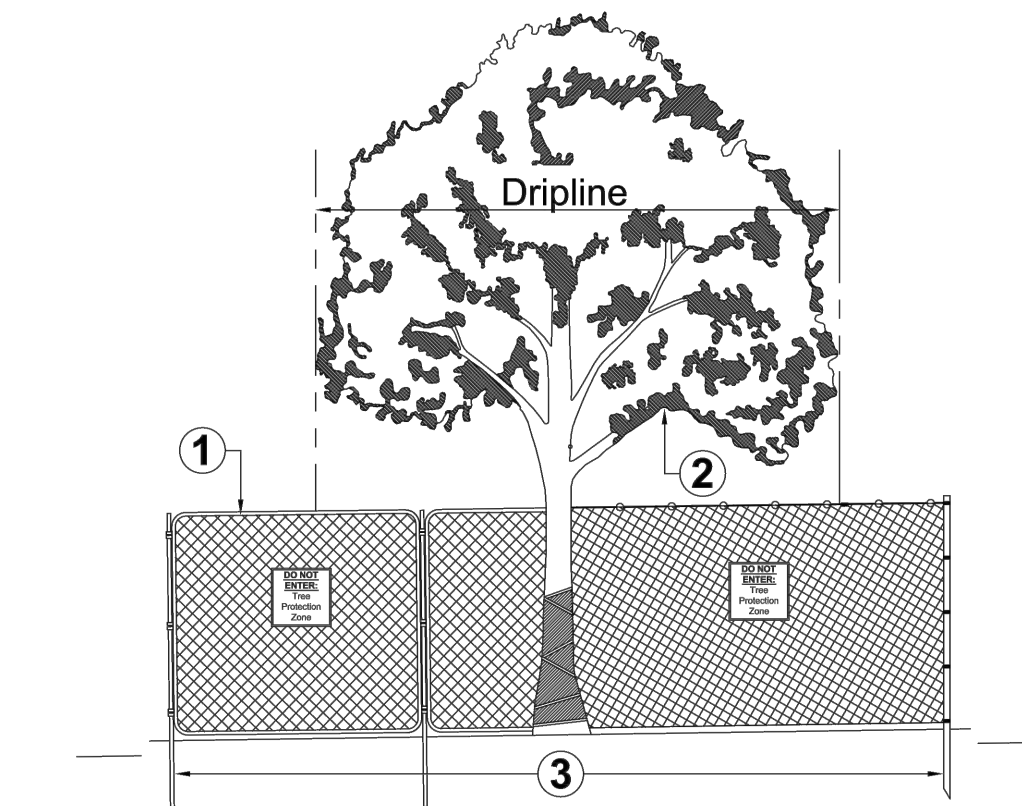
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3 TREE PLANTING

SCALE: N.T.S.

3



AREA 1: TREE PROTECTION ZONE
THE TREE PROTECTION ZONE (TPZ) SHALL BE EQUAL TO DRIPLINE OR 18" RADIALLY FROM THE TREE FOR EVERY ONE INCH OF TRUNK DIAMETER AT BREAST HEIGHT (DBH = 4.5" ABOVE SOIL LINE), WHICHEVER IS GREATER.

AREA 2: LOWER CANOPY PROTECTION

AREA 3: CRITICAL ROOT ZONE AND/OR STRUCTURAL ROOT ZONE PROTECTION

4 EXISTING TREE PROTECTION

SCALE: N.T.S.

4

USE 3 GUY ASSEMBLIES FOR EVERGREENS AND TREES OVER 3" CAL.

ROOT COLLAR VISIBLE
TOP MOST ROOTS WITHIN
1"-2" OF EXISTING/
FINAL GRADE

3" OF ORGANIC MULCH APPLIED
OVER PLANTING AREA AND AWAY
FROM TRUNK

EXISTING GRADE

BACKFILL WITH UNAMENDED
TOPSOIL FROM HOLE

COMPLETELY REMOVE ALL TWINE
AND WIRE BASKET. PULL BURLAP
DOWN MINIMUM OF 2/3, CUT AND
REMOVE FROM PIT.

ROOTBALL SITTING DIRECTLY
ON TOP OF UNDISTURBED SOIL

SLOPE SIDED HOLE IS 3 TIMES
AS WIDE AS THE ROOT BALL

5 TREE ON SLOPE

N.T.S.

5

Superior Pet Waste Eliminator Station



6 DOG WASTE STATION

N.T.S.

6

BELDEN PLACE P.U.D.
PRELIMINARY PLAT SUBMITTAL
South Minturn Addition
Lots 29,31 & 32
Minturn, Colorado

NOTE: BROKEN OR CRUMBLING
ROOT BALLS WILL BE REJECTED

PRUNE ALL DEAD OR
DAMAGED WOOD
AFTER PLANTING

USE GROMMETED NYLON
TREE STRAPS AT END OF
WIRE

12 GAUGE GALVANIZED
WIRE

24" x 3/4" P.V.C.
MARKERS (TYPICAL)
OVER WIRES.

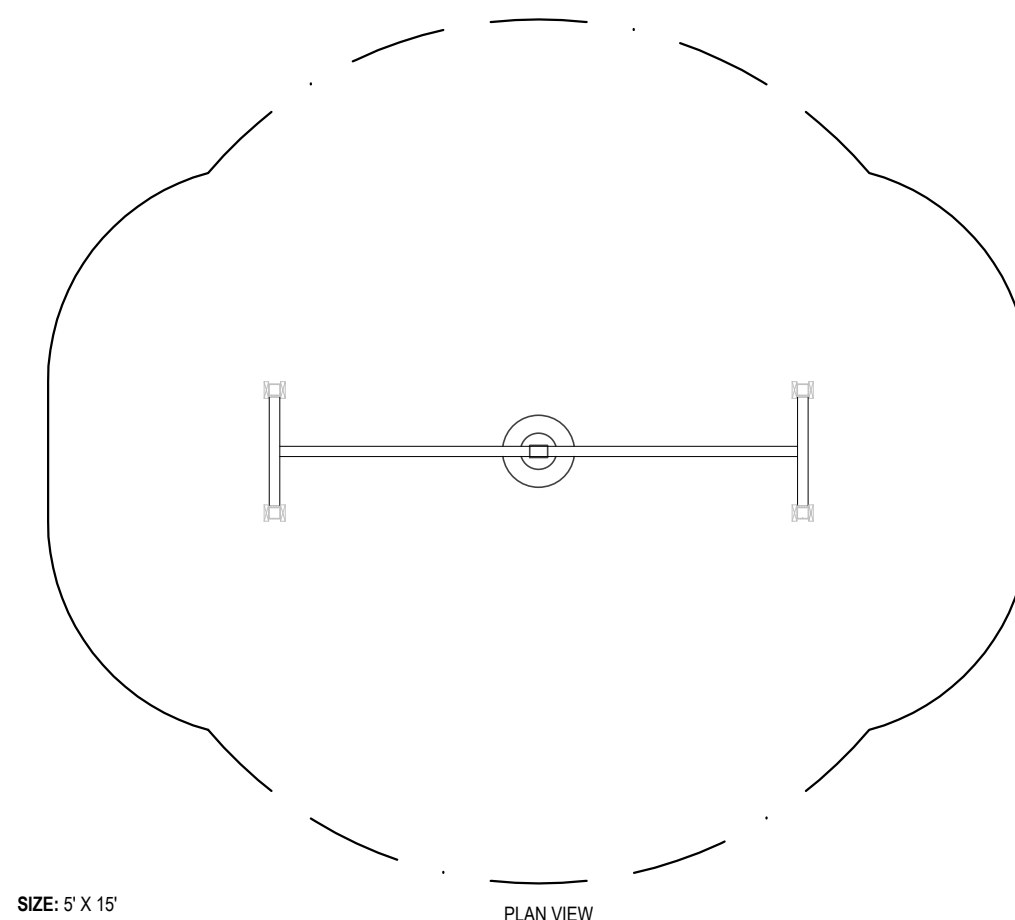
TREATED WOOD POST
USE 2 GUY ASSEMBLIES
FOR TREES UNDER 3"

UNAMENDED TOPSOIL
ADDED TO EXISTING GRADE
ON DOWN HILL SIDE

EXISTING GRADE



PD PLAY
2458 SOUTH SANTA FE AVE
VISTA, CA 92084
TOLL FREE: 1-800-585-3131
PHONE: (760) 597-5990
FAX: (760) 597-5991
www.pdplay.com



SIZE: 5' X 15'
USE ZONE: 24' X 27'
WEIGHT: 550 LBS
AGES: 2 - 12

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 187-181

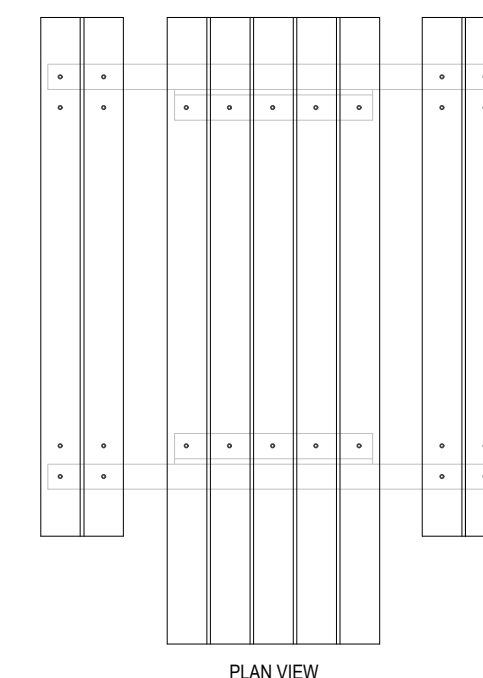
9 TIRE SWING

SCALE: N.T.S.

9



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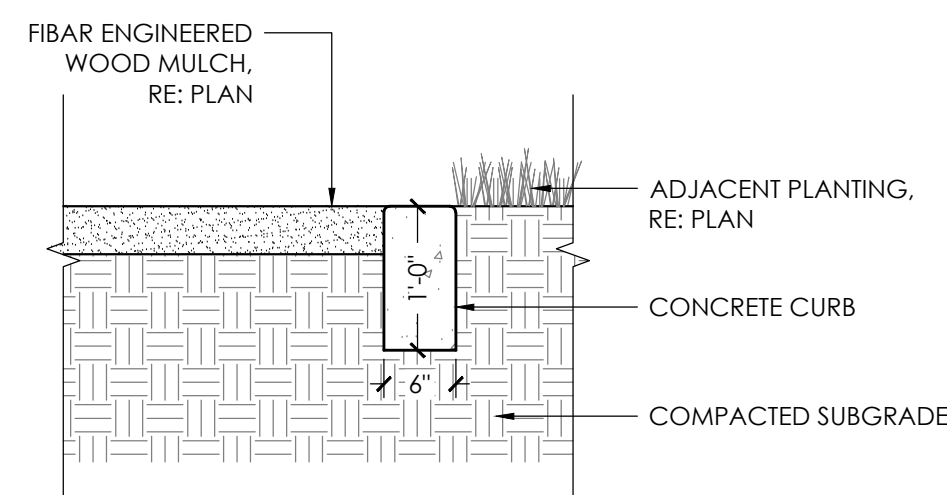
SIZE: 9' X 0'
USE ZONE: 0' X 0'
WEIGHT: 550 LBS
AGES: 2 - 12

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
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5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 787-102

10 ADA PICNIC TABLE

SCALE: N.T.S.

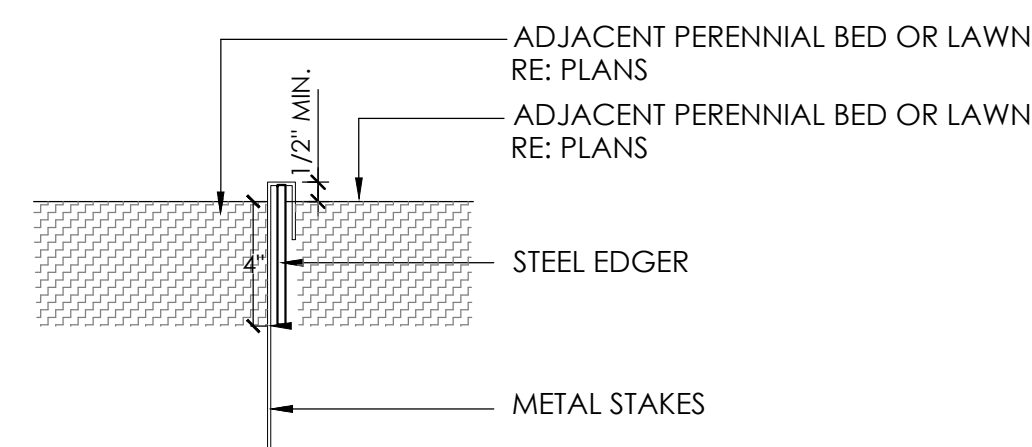
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7 CONCRETE EDGER

SCALE: 3/4" = 1'-0"

7



NOTES:
1. CONTRACTOR TO SUBMIT SAMPLE PRIOR TO ORDERING MATERIAL OR DELIVERING TO SITE.
2. NO EDGER REQUIRED WHEN MULCH IS ADJACENT TO PAVEMENT, BORDER, OR WALLS.
3. SET ALL EDGING 1/2" ABOVE FINISH GRADE AS SHOWN.
4. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
5. ALL JOINTS TO BE SECURELY STAKED.
6. CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

8 METAL EDGER

SCALE: 3/4" = 1'-0"

8



VARIABLES, SEE
NOTE 1 BELOW

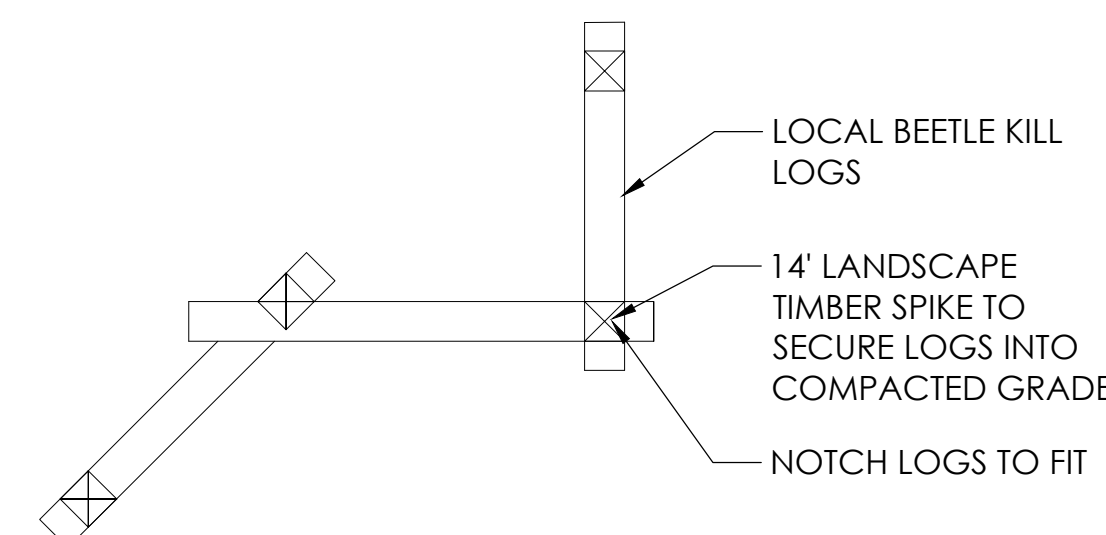
FIBAR ENGINEERED
WOOD MULCH,
REFER TO PRODUCT
SPECIFICATIONS.

NOTES:
1. Boulders to reveal 2'-3' above grade. Re: plan for locations.
2. Place boulders 4'-6" below the surface of the ground for stabilization
3. Fill and compact soil around boulders before planting and mulching

11 BOULDER

N.T.S.

11



12 BALANCE LOGS

N.T.S.

12

Nurture Design

KELLY HYZY, PLA
8047 Lodgepole Trail
Lone Tree, CO 80124
(p) 970.779.0799

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South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

TIMBERLINE ENGINEERING, LLC

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timberlineengineering@gmail.com

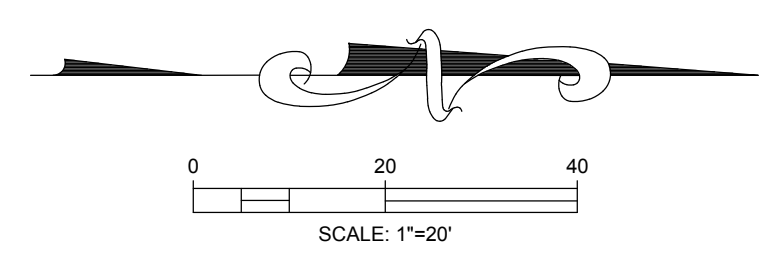
DATE	REVISION
3/23/20	Coordination
4/03/20	Conceptual Plan

Title:

LANDSCAPE
DETAILS

Sheet:

C.122



TRACT USES						
	TRACT A	TRACT B	TRACT C	TRACT D	TRACT E	LOT 17 EASEMENT
DRAINAGE	X	X	X	X	X	X
ACCESS	X					
OPEN SPACE		X	X	X	X	X
PARKING			X	X		
UTILITIES	X	X	X	X	X	X
SNOW STORAGE		X	X	X	X	X

TIMBERLINE

ENGINEERING

LLC

CIVIL STRUCTURAL

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Carbondale, Colorado 81623-0842
timberlineengineering@gmail.com

p 970.963.9869



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CHECKED BY: DJA

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

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DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

PARCEL MAP

Sheet:

C.130



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Belden Place PUD

South Minturn Addition
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Minturn, Colorado

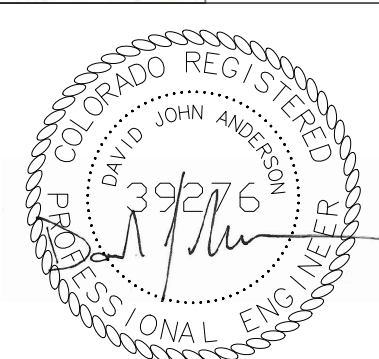
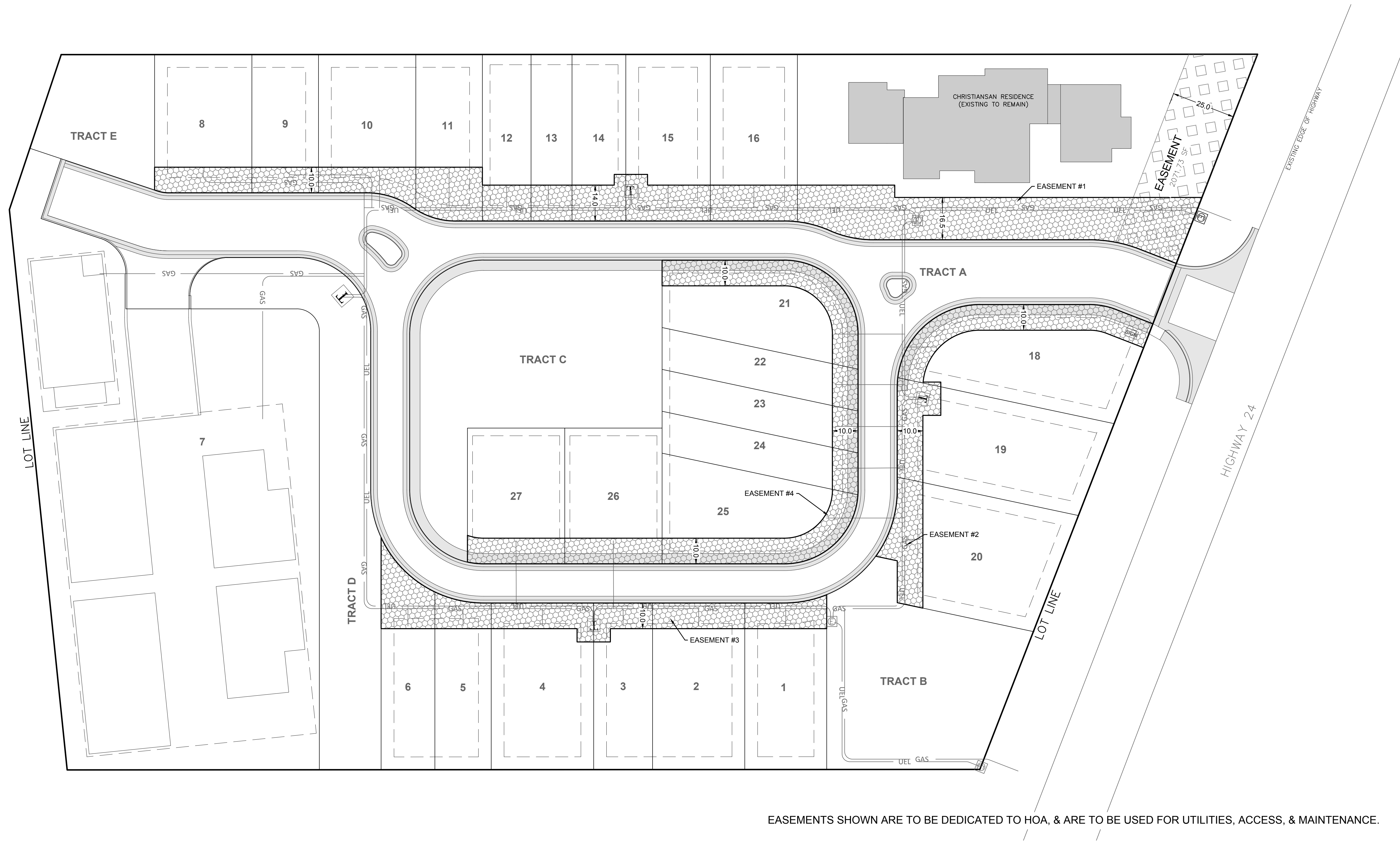
NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

PARCEL MAP
W/ BUILDINGS

Sheet:



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South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

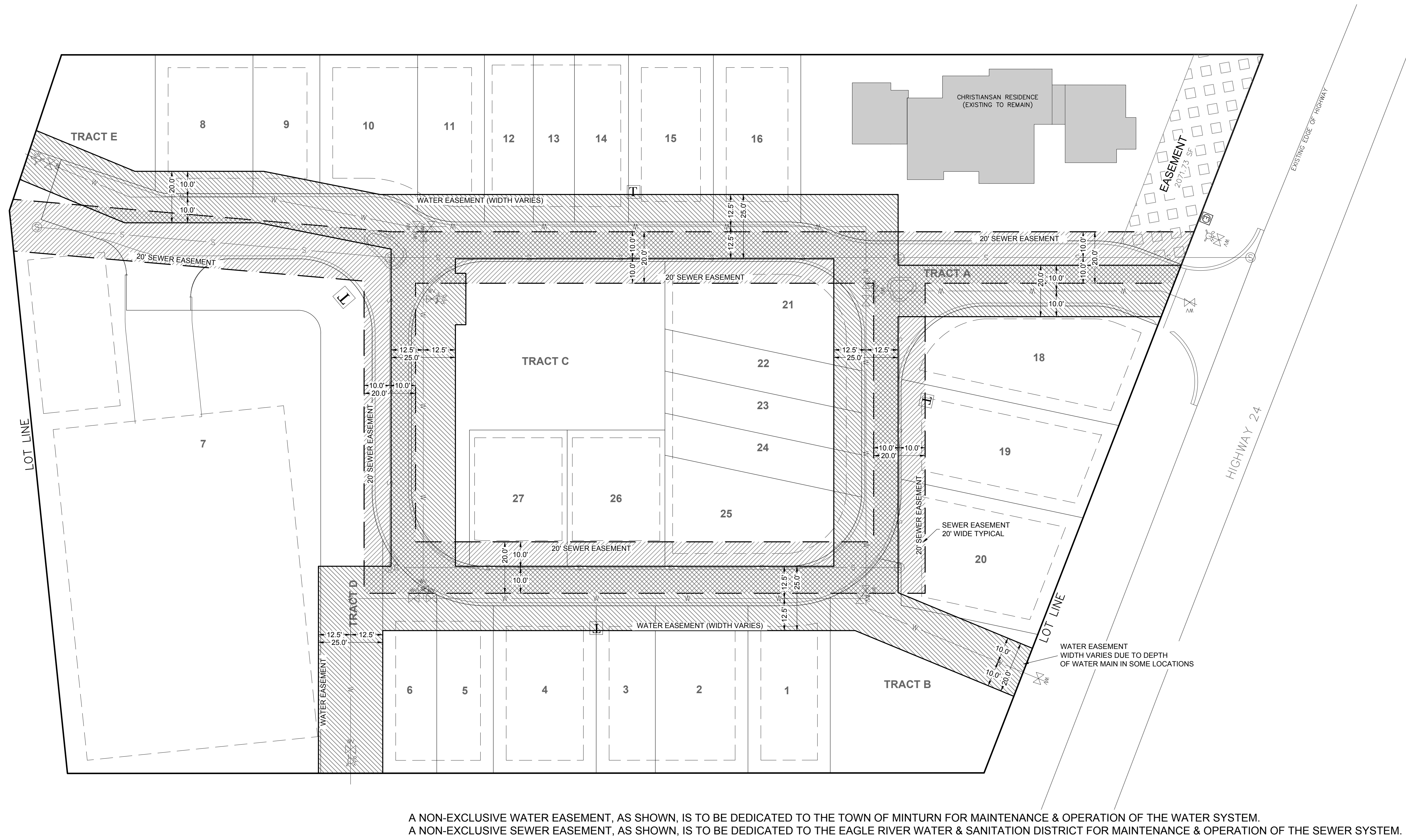
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DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:
PARCEL MAP
w/
EASEMENTS

Sheet:

C.132



A NON-EXCLUSIVE WATER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE TOWN OF MINTURN FOR MAINTENANCE & OPERATION OF THE WATER SYSTEM.
A NON-EXCLUSIVE SEWER EASEMENT, AS SHOWN, IS TO BE DEDICATED TO THE EAGLE RIVER WATER & SANITATION DISTRICT FOR MAINTENANCE & OPERATION OF THE SEWER SYSTEM.

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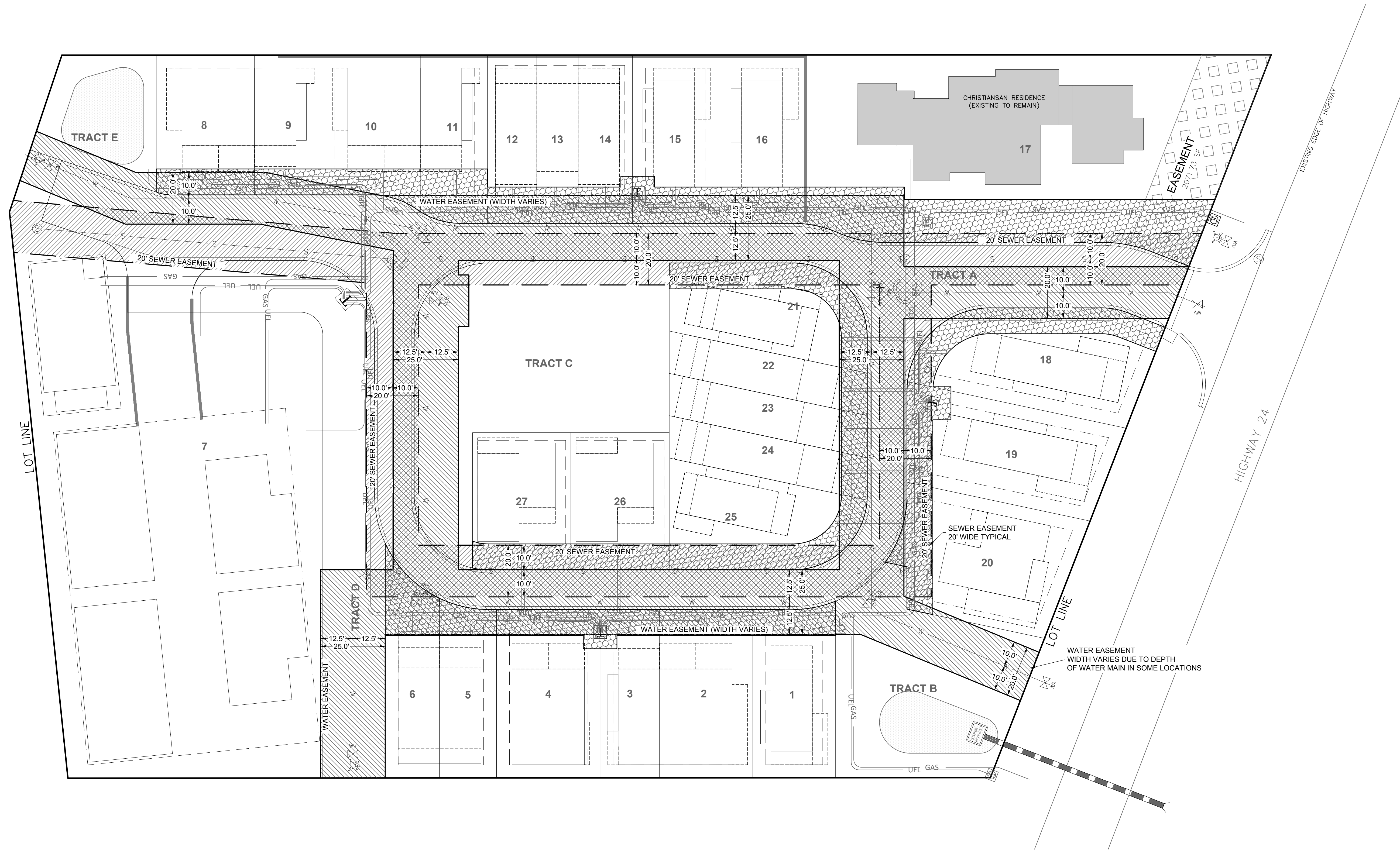
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Title:
WATER &
SEWER
EASEMENTS

Sheet:



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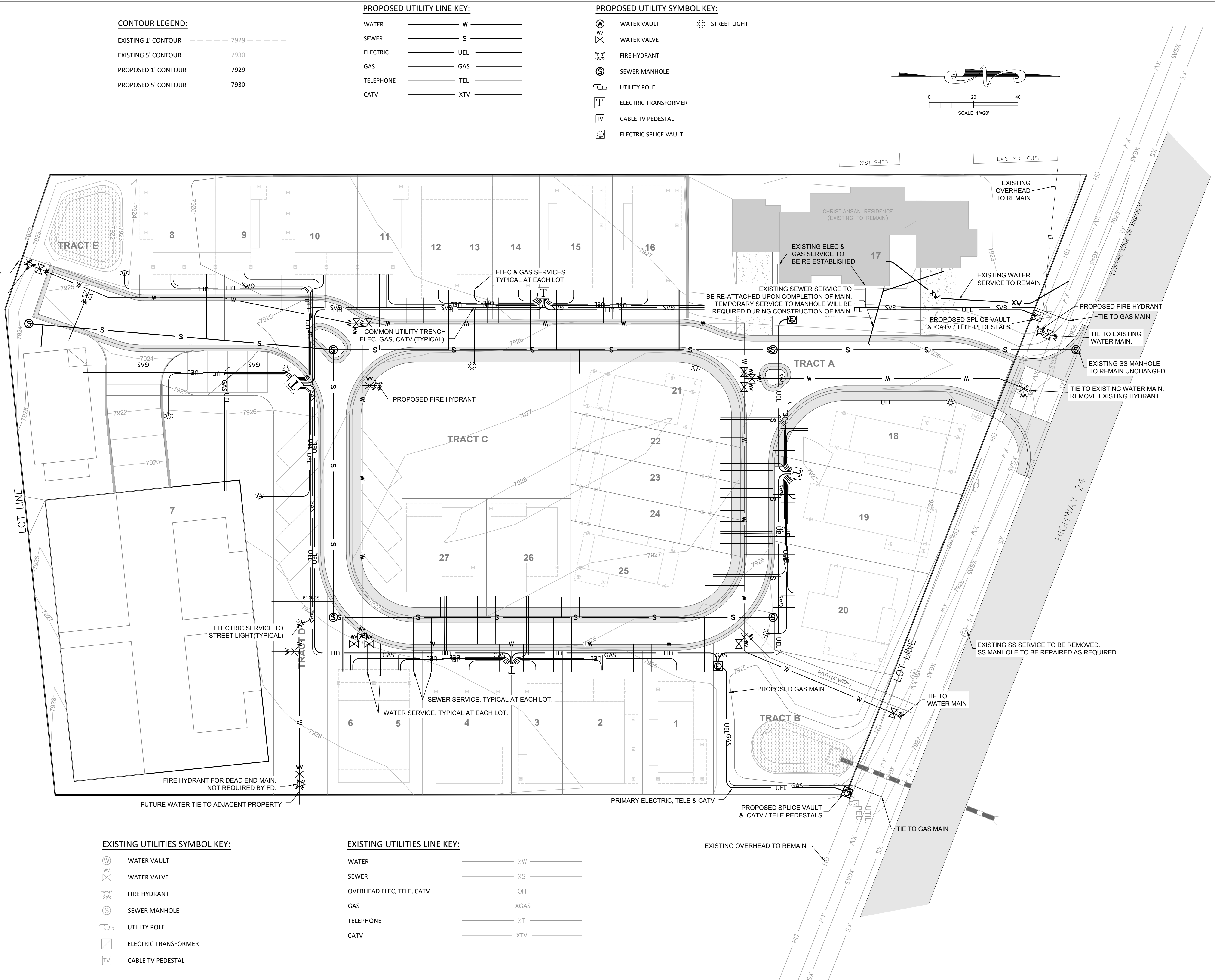
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DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:
EASEMENTS
WITH SITE
FEATURES

Sheet:

C.134



CONTOUR LEGEND:

EXISTING 1' CONTOUR	----- 7929 -----
EXISTING 5' CONTOUR	----- 7930 -----
PROPOSED 1' CONTOUR	----- 7929 -----
PROPOSED 5' CONTOUR	----- 7930 -----

PROPOSED UTILITY LINE KEY:

WATER	----- W -----
SEWER	----- S -----
ELECTRIC	----- UEL -----
GAS	----- GAS -----
TELEPHONE	----- TEL -----
CATV	----- XTV -----

PROPOSED UTILITY SYMBOL KEY:

	WATER VAULT		STREET LIGHT
	WATER VALVE		
	FIRE HYDRANT		
	SEWER MANHOLE		
	UTILITY POLE		
	ELECTRIC TRANSFORMER		
	CABLE TV PEDESTAL		
	ELECTRIC SPLICE VAULT		

EXISTING UTILITIES SYMBOL KEY:

	WATER VAULT
	WATER VALVE
	FIRE HYDRANT
	SEWER MANHOLE
	UTILITY POLE
	ELECTRIC TRANSFORMER
	CABLE TV PEDESTAL

EXISTING UTILITIES LINE KEY:

WATER	----- XW -----
SEWER	----- XS -----
OVERHEAD ELEC, TELE, CATV	----- OH -----
GAS	----- XGAS -----
TELEPHONE	----- XT -----
CATV	----- XTV -----

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Title: OVERALL UTILITY PLAN

Sheet: C.200

PROPOSED 5' CONTOUR

IV

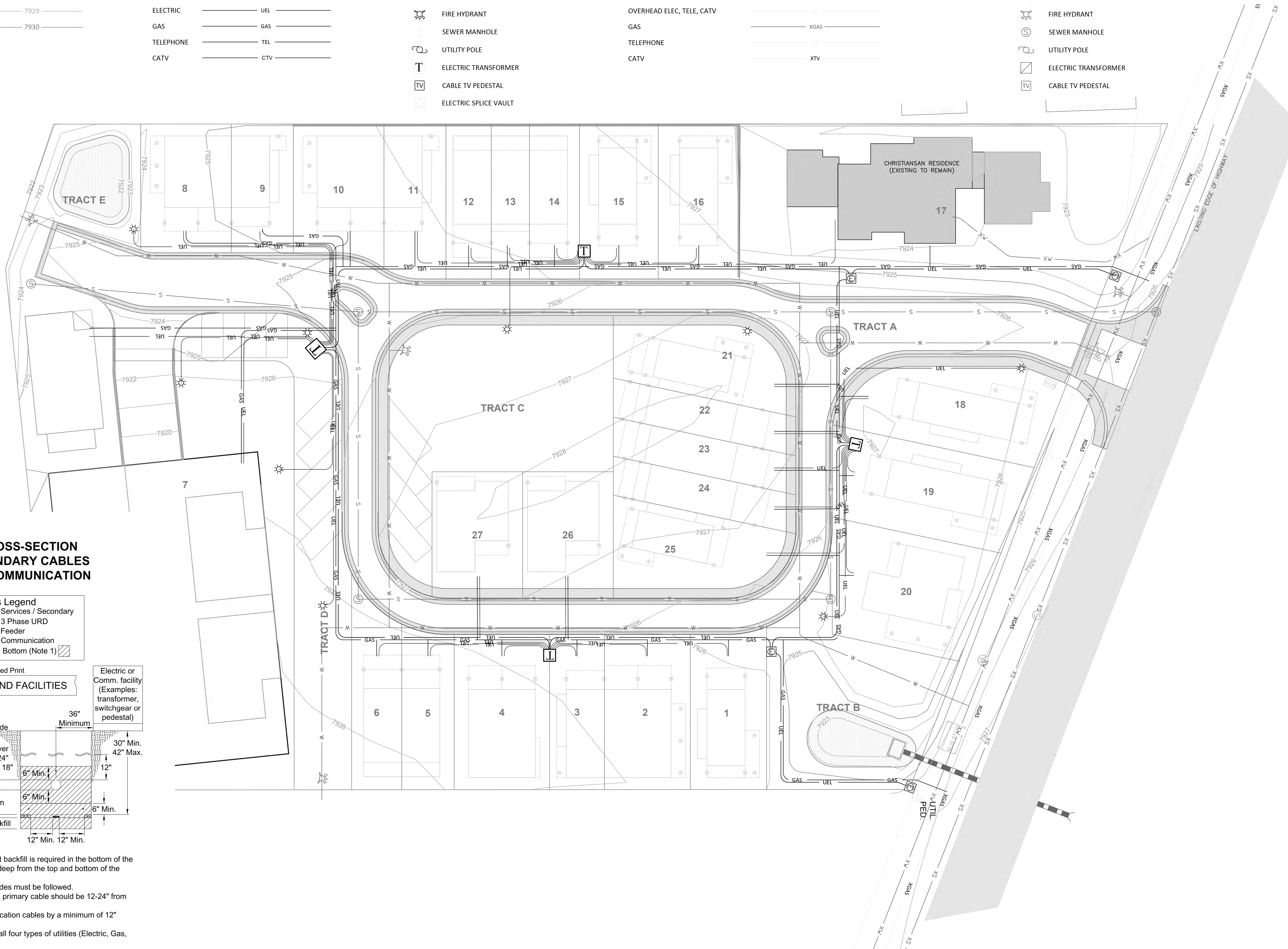
CATV

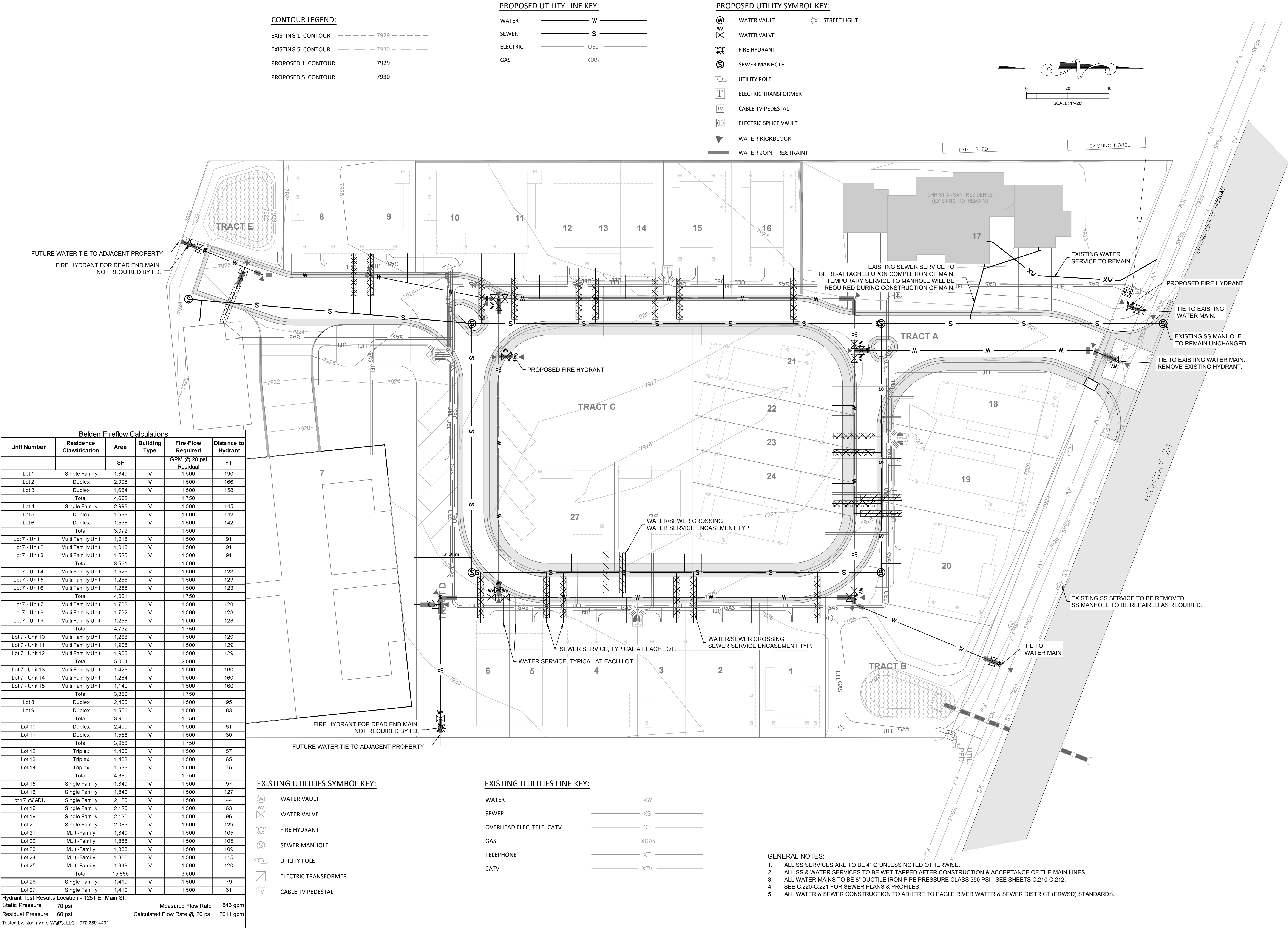
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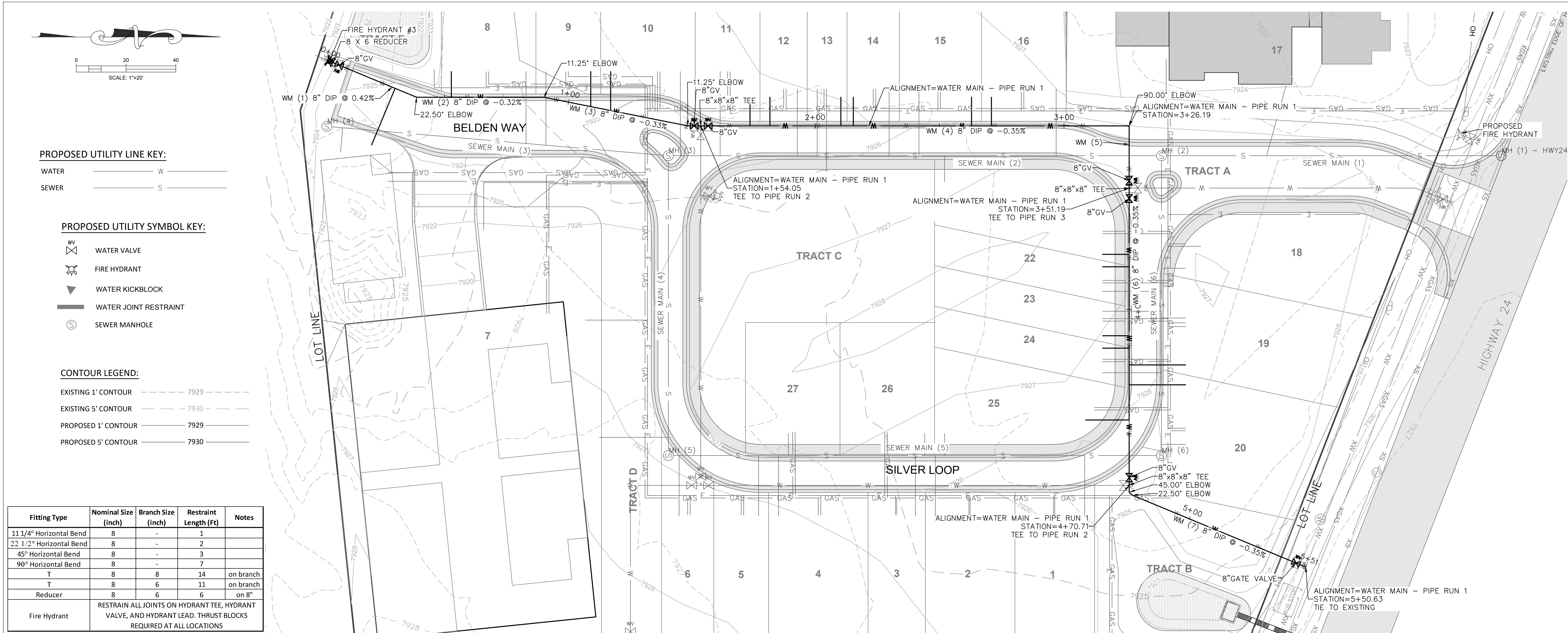
ELECTRIC

Notes:

1. Where large rock or gravel is encountered, select backfill is required in the bottom of the trench. Select backfill must be a minimum of 6" deep from the top and bottom of the cable and gas pipe.
2. All trench backfill is to be compacted. All local codes must be followed.
3. For ease of construction and future maintenance, primary cable should be 12-24" from communication cables.
4. Electric cables must be separated from communication cables by a minimum of 12" horizontal (Reference NESC 354.D.3.a).
5. 30" minimum trench width should be used when all four types of utilities (Electric, Gas, TV, Phone) are included.
6. Steel gas pipe or steel duct is not allowed for joint trench construction.
7. Steel gas lines and buried electric lines installed in separate, parallel trenches should be separated by 24".
8. When parallel circuits are installed in any trench wider than 18", a separate buried marker tape shall be installed.
9. 600 A electric distribution (feeder) cable shall not be installed in the same trench with gas.



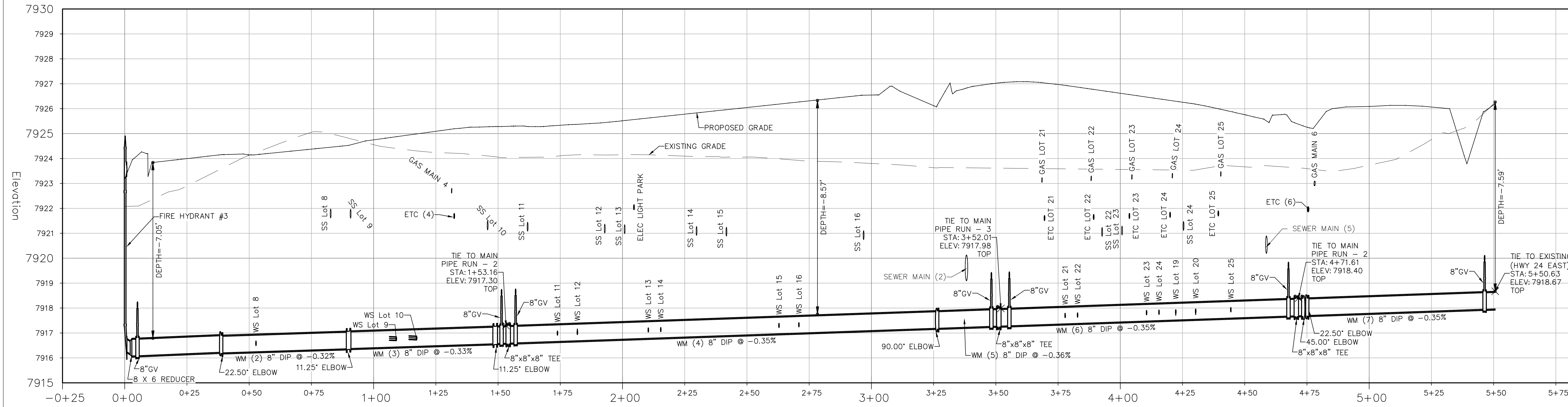




- PROPOSED UTILITY LINE KEY:**
- WATER ——— W ———
- SEWER ——— S ———
- PROPOSED UTILITY SYMBOL KEY:**
- WV WATER VALVE
- FH FIRE HYDRANT
- WKB WATER KICKBLOCK
- WJR WATER JOINT RESTRAINT
- SM SEWER MANHOLE
- CONTOUR LEGEND:**
- EXISTING 1' CONTOUR ——— 7929 ———
- EXISTING 5' CONTOUR ——— 7930 ———
- PROPOSED 1' CONTOUR ——— 7929 ———
- PROPOSED 5' CONTOUR ——— 7930 ———

Fitting Type	Nominal Size (inch)	Branch Size (inch)	Restraint Length (Ft)	Notes
11 1/4" Horizontal Bend	8	-	1	
22 1/2" Horizontal Bend	8	-	2	
45" Horizontal Bend	8	-	3	
90" Horizontal Bend	8	-	7	
T	8	8	14	on branch
T	8	6	11	on branch
Reducer	8	6	6	on 8"
Fire Hydrant	RESTRAIN ALL JOINTS ON HYDRANT TEE, HYDRANT VALVE, AND HYDRANT LEAD. THRUST BLOCKS REQUIRED AT ALL LOCATIONS			

Water Main – Pipe Run 1 Profile



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39876
PROFESSIONAL ENGINEER

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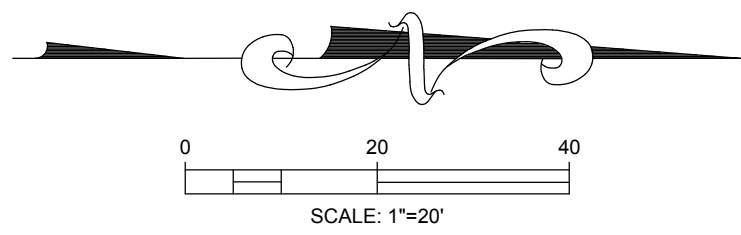
Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title: **WATER P & P
BELDEN WAY /
SILVER LOOP
(PIPE RUN 1)**

Sheet: **C.210**



PROPOSED UTILITY LINE KEY:

WATER ————— W —————
SEWER ————— S —————

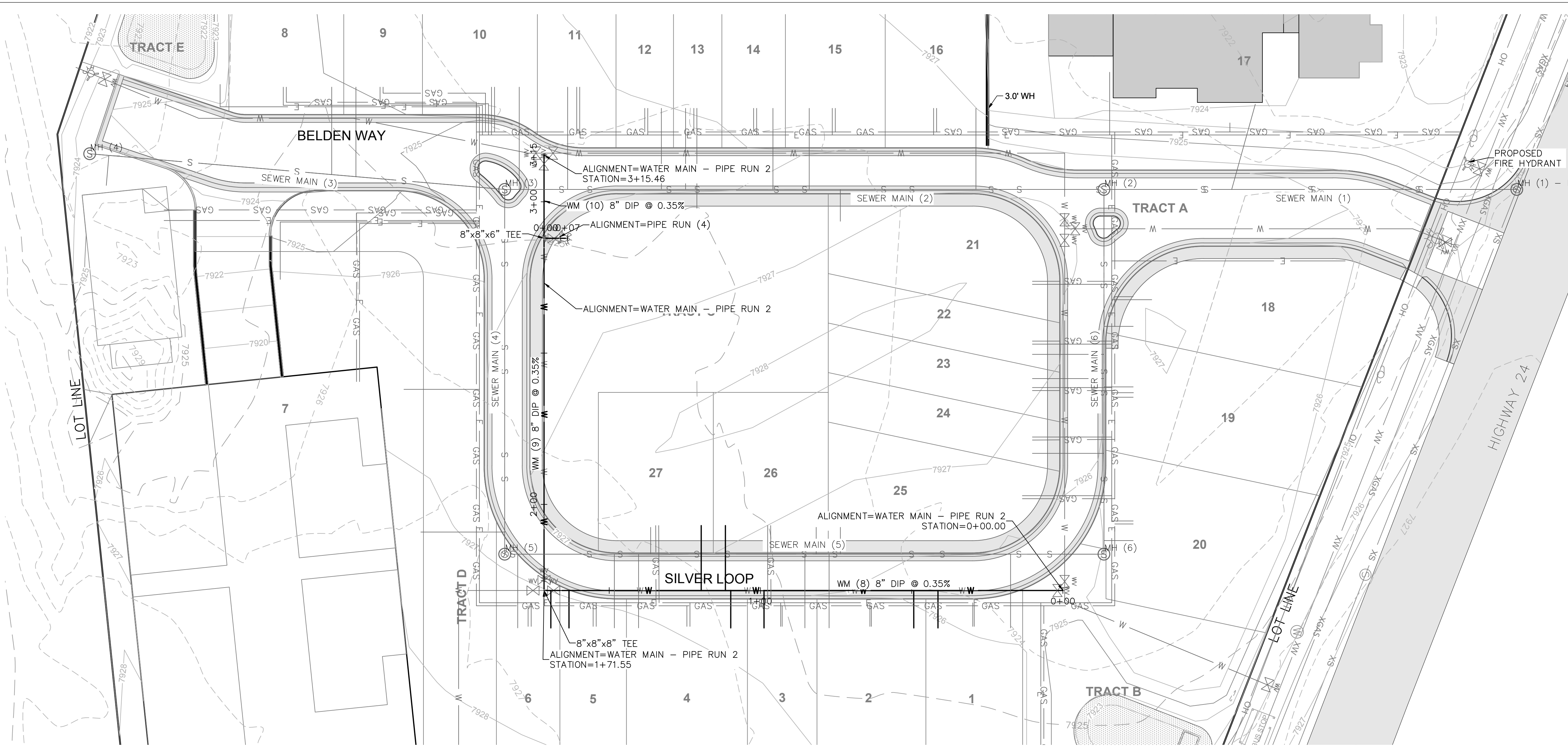
PROPOSED UTILITY SYMBOL KEY:

WV WATER VALVE
FD FIRE HYDRANT
▼ WATER KICKBLOCK
— WATER JOINT RESTRAINT
⊙ SEWER MANHOLE

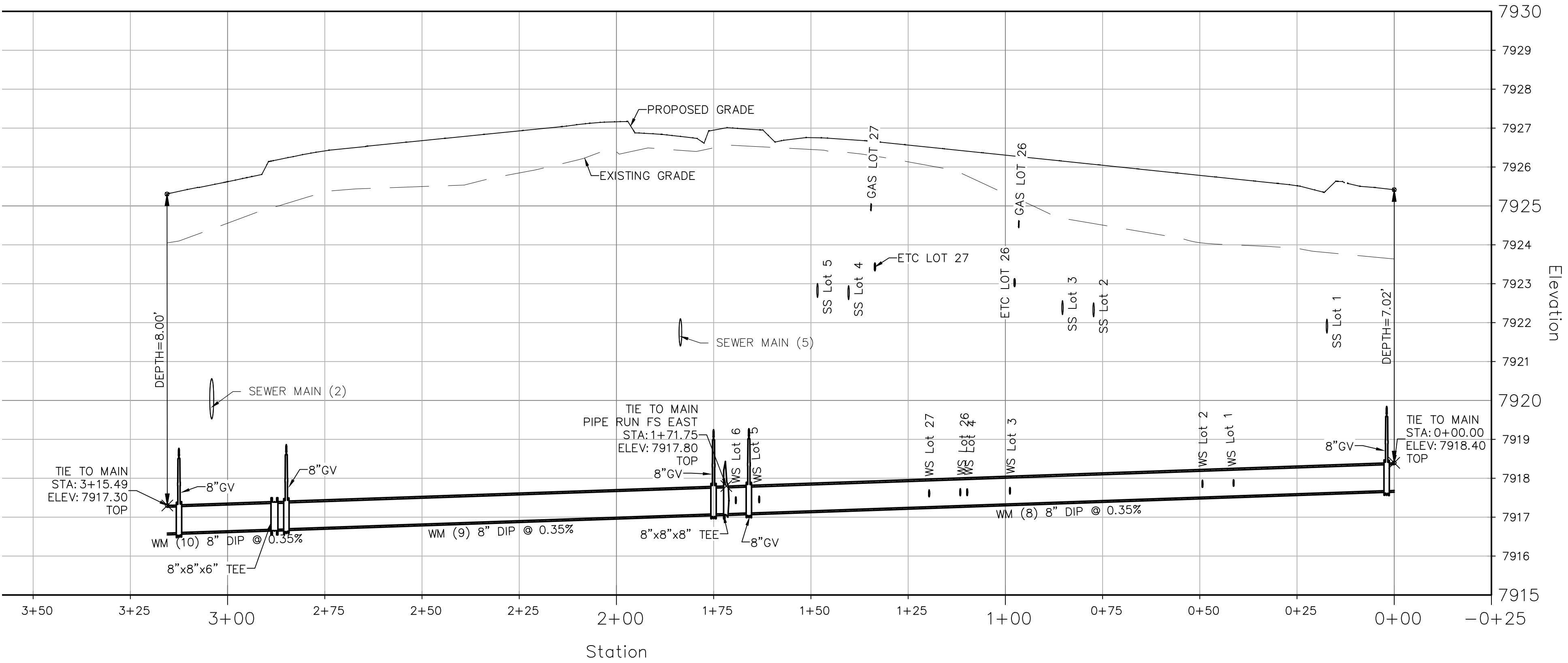
CONTOUR LEGEND:

EXISTING 1' CONTOUR ——— 7929 ———
EXISTING 5' CONTOUR ——— 7930 ———
PROPOSED 1' CONTOUR ——— 7929 ———
PROPOSED 5' CONTOUR ——— 7930 ———

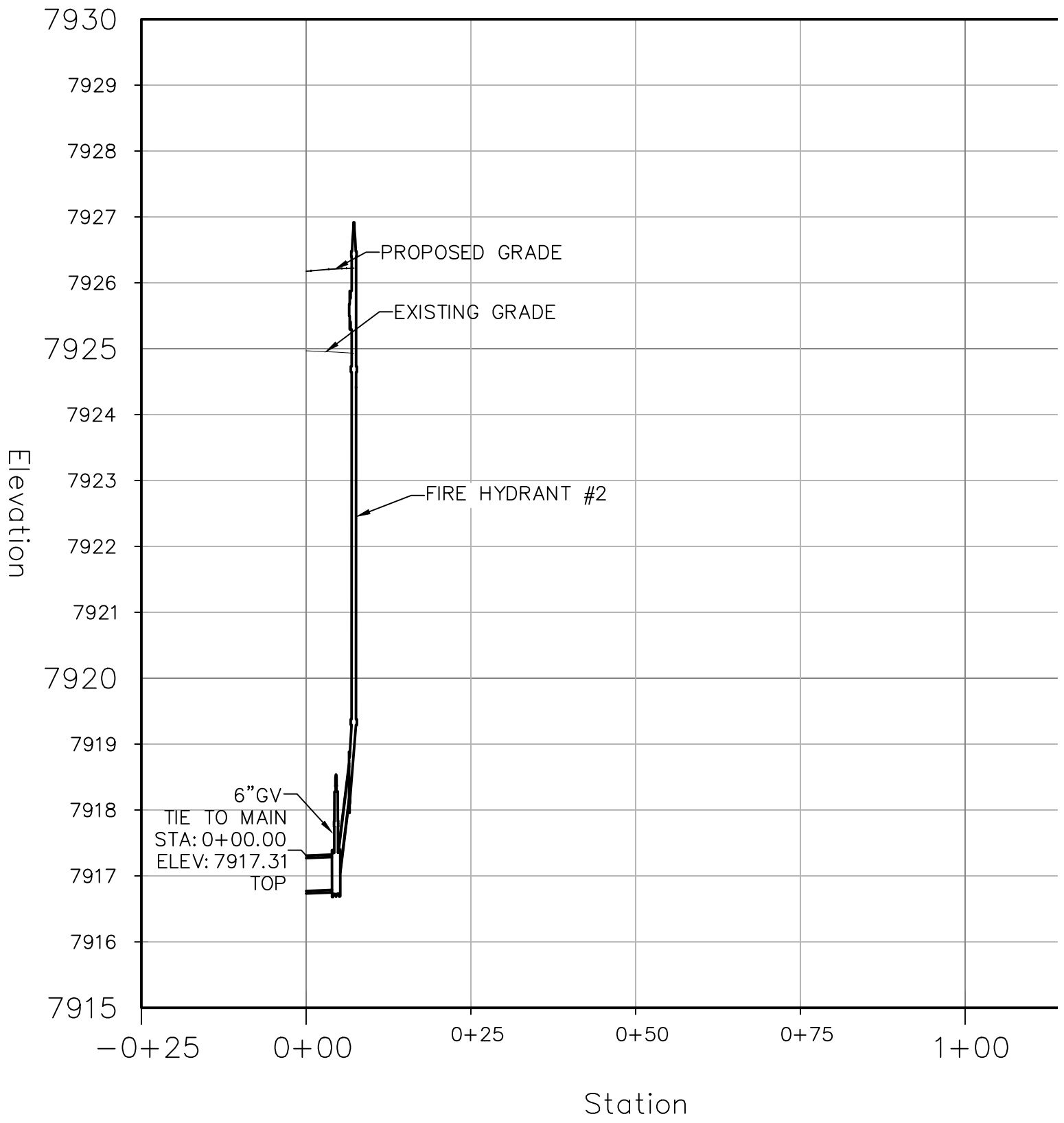
Fitting Type	Nominal Size (inch)	Branch Size (inch)	Restraint Length (Ft)	Notes
11 1/4" Horizontal Bend	8	-	1	
22 1/2" Horizontal Bend	8	-	2	
45° Horizontal Bend	8	-	3	
90° Horizontal Bend	8	-	7	
T	8	8	14	on branch
T	8	6	11	on branch
Reducer	8	6	6	on 8"
Fire Hydrant	RESTRAIN ALL JOINTS ON HYDRANT TEE, HYDRANT VALVE, AND HYDRANT LEAD. THRUST BLOCKS REQUIRED AT ALL LOCATIONS			



Water Main – Pipe Run 2 Profile



Pipe Run (4) Profile



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South Minturn Addition
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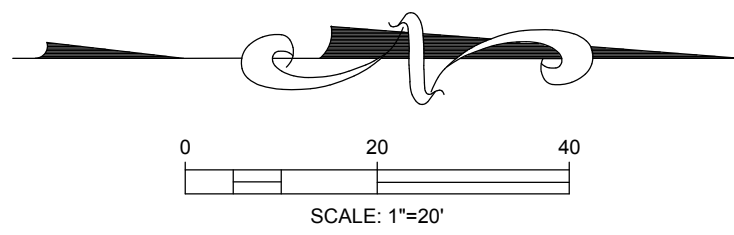
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CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:
WATER P & P
SILVER LOOP
(PIPE RUNS 2 & 4)

Sheet:

C.211



PROPOSED UTILITY LINE KEY:

WATER ————— W —————
SEWER ————— S —————

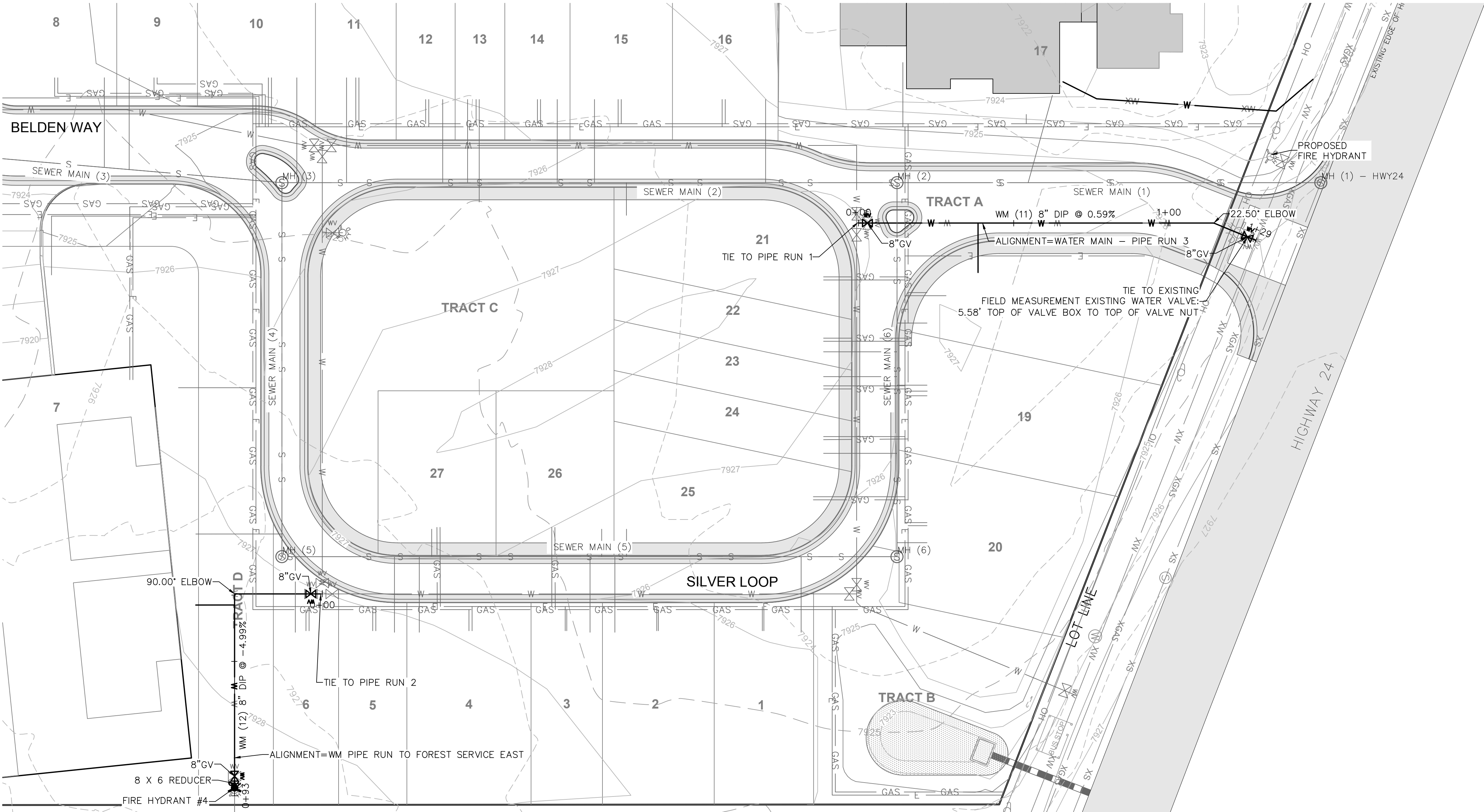
PROPOSED UTILITY SYMBOL KEY:

WV WATER VALVE
FH FIRE HYDRANT
WB WATER KICKBLOCK
WJR WATER JOINT RESTRAINT
SM SEWER MANHOLE

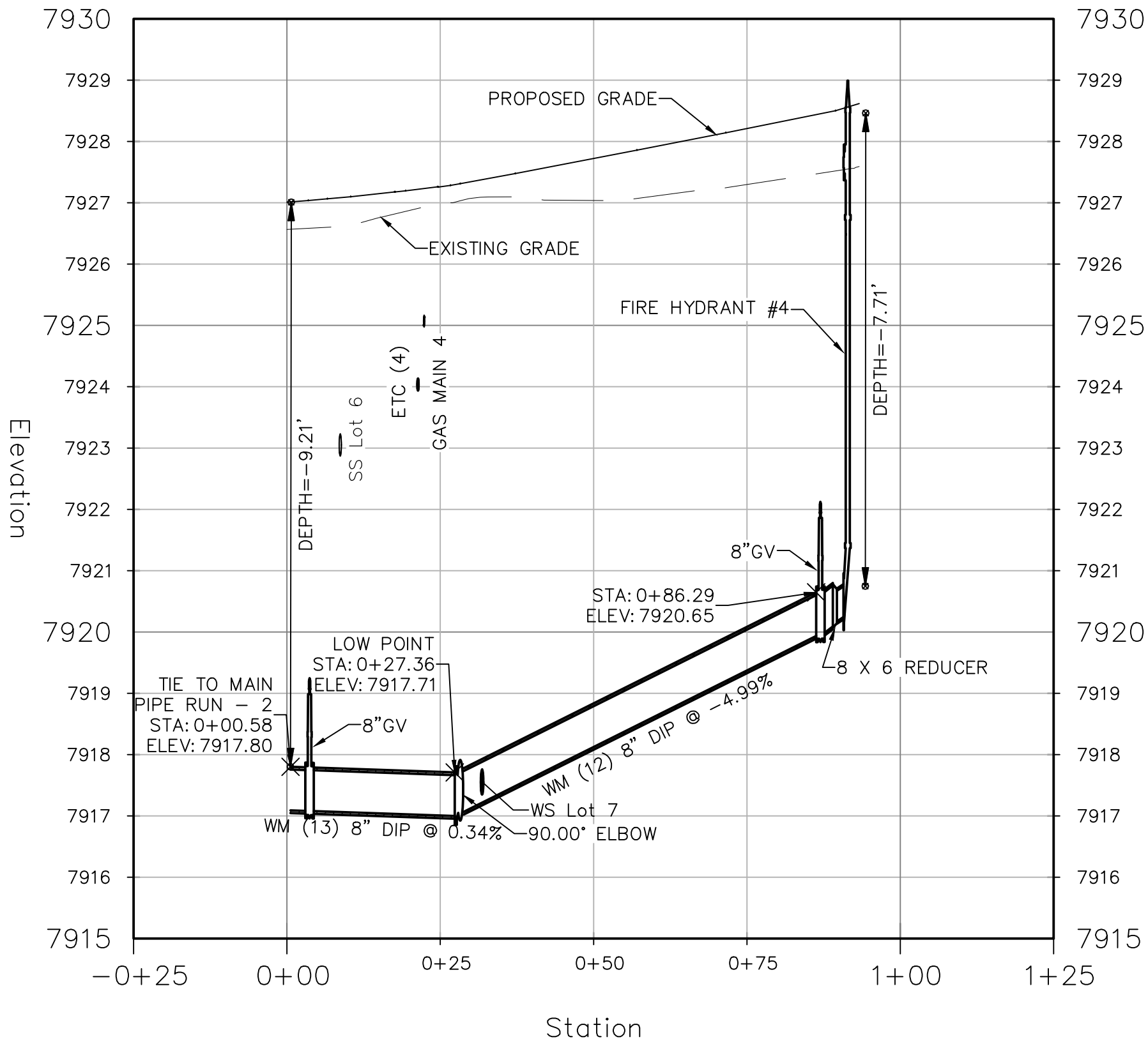
CONTOUR LEGEND:

EXISTING 1' CONTOUR - - - - - 7929
EXISTING 5' CONTOUR - - - - - 7930
PROPOSED 1' CONTOUR ——— 7929
PROPOSED 5' CONTOUR ——— 7930

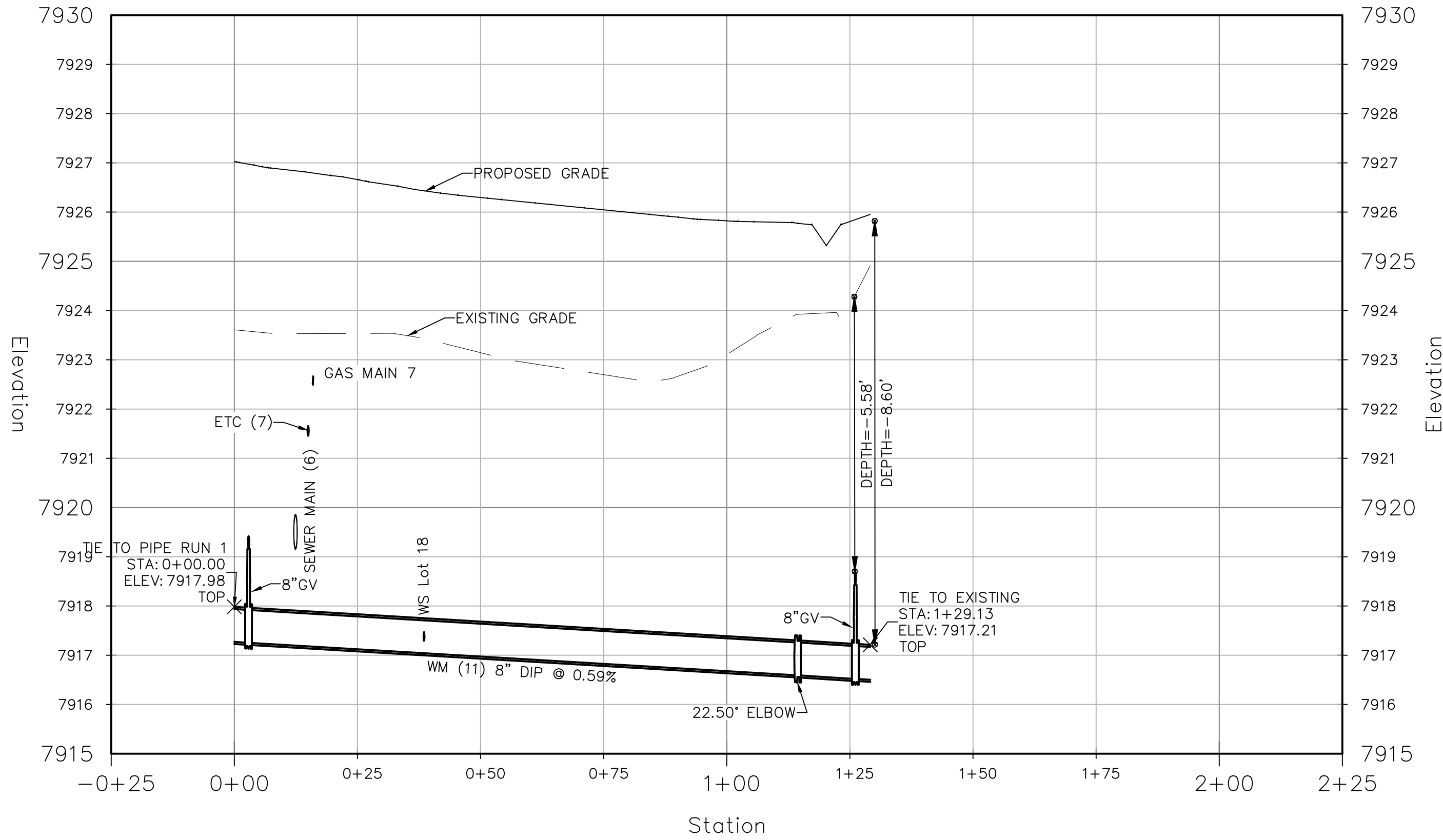
Fitting Type	Nominal Size (inch)	Branch Size (inch)	Restraint Length (Ft)	Notes
11 1/4° Horizontal Bend	8	-	1	
22 1/2° Horizontal Bend	8	-	2	
45° Horizontal Bend	8	-	3	
90° Horizontal Bend	8	-	7	
T	8	8	14	on branch
T	8	6	11	on branch
Reducer	8	6	6	on 8"
Fire Hydrant	RESTRAIN ALL JOINTS ON HYDRANT TEE, HYDRANT VALVE, AND HYDRANT LEAD. THRUST BLOCKS REQUIRED AT ALL LOCATIONS			

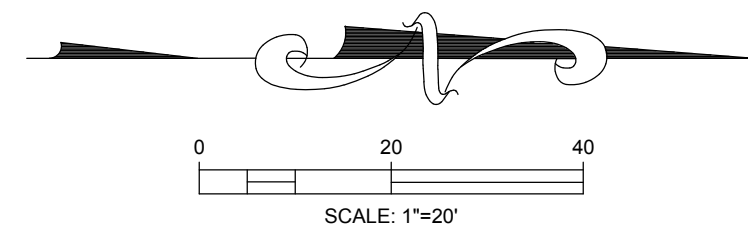


WM Pipe Run to Forest Service East Profile



Water Main – Pipe Run 3 Profile





PROPOSED UTILITY LINE KEY:

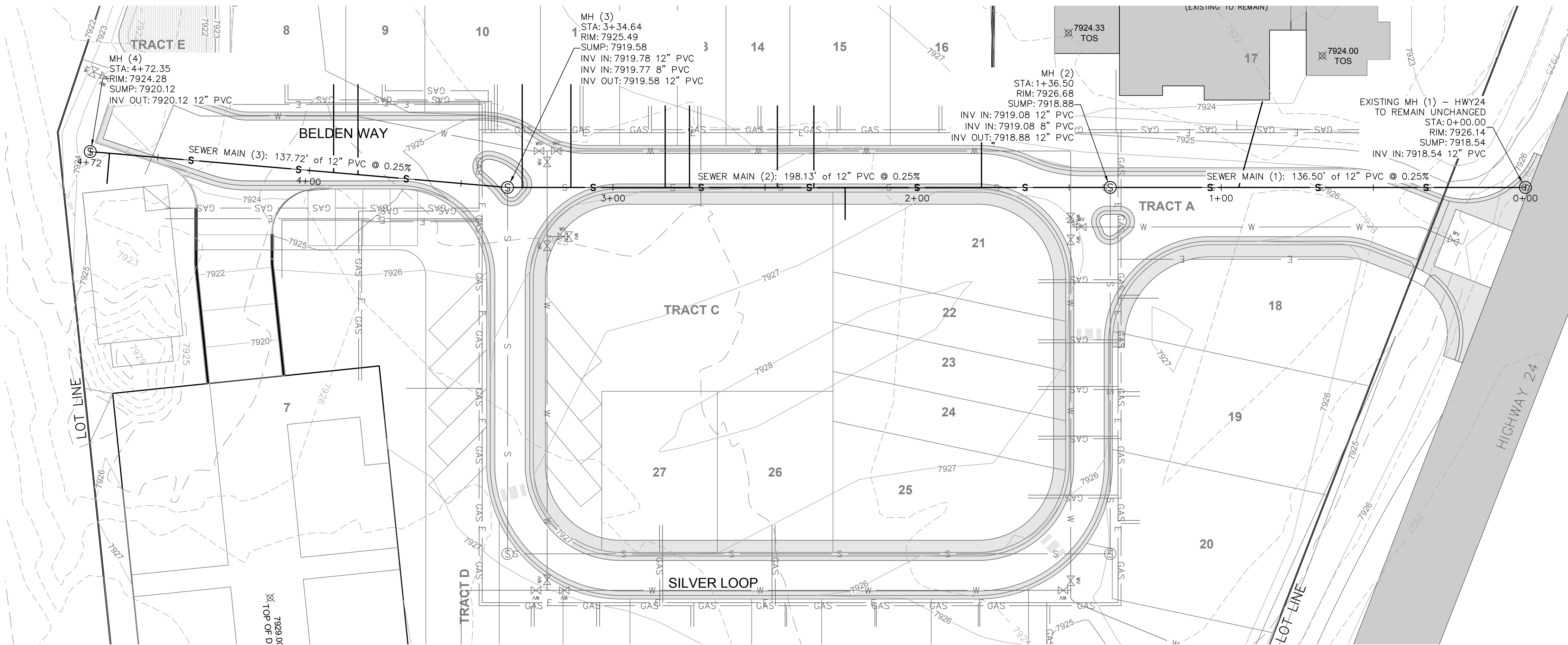
WATER ————— W —————
SEWER ————— S —————

PROPOSED UTILITY SYMBOL KEY:

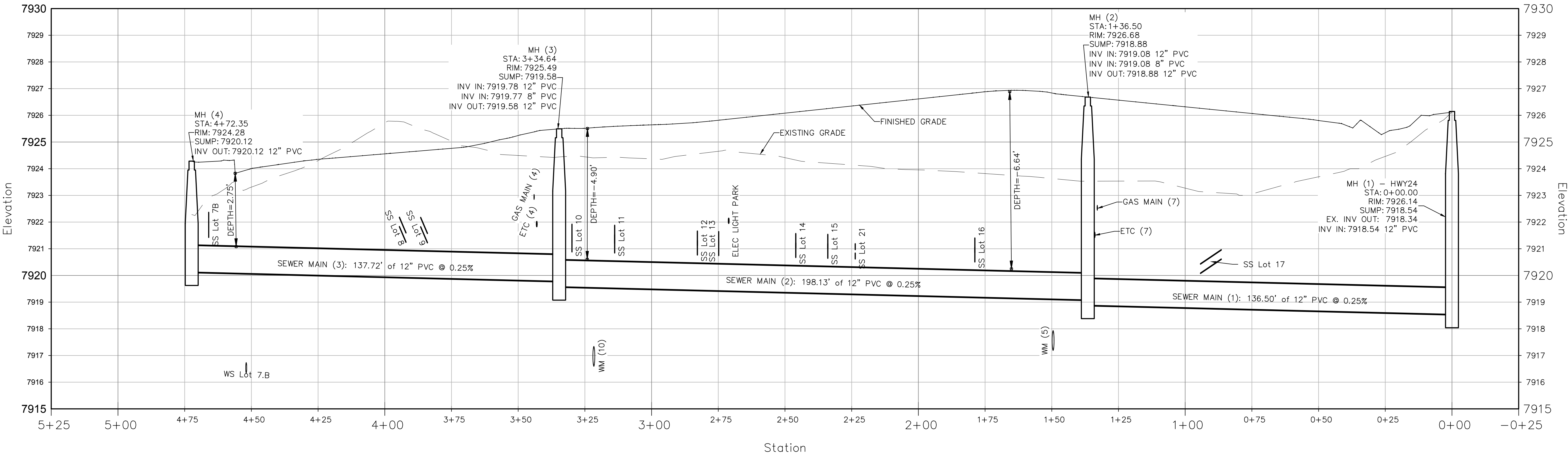
WV WATER VALVE
FH FIRE HYDRANT
WK WATER KICKBLOCK
WJR WATER JOINT RESTRAINT
SM SEWER MANHOLE

CONTOUR LEGEND:

EXISTING 1' CONTOUR - - - - - 7929
EXISTING 5' CONTOUR - - - - - 7930
PROPOSED 1' CONTOUR ————— 7929
PROPOSED 5' CONTOUR ————— 7930



Belden Way Sewer Main Profile



Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

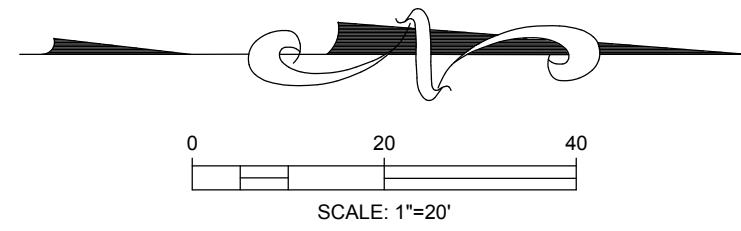
DATE	REVISION
1/15/21	Preliminary Plat Submittal
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Title:

SEWER P & P
BELDEN WAY

Sheet:

C.220



PROPOSED UTILITY LINE KEY:

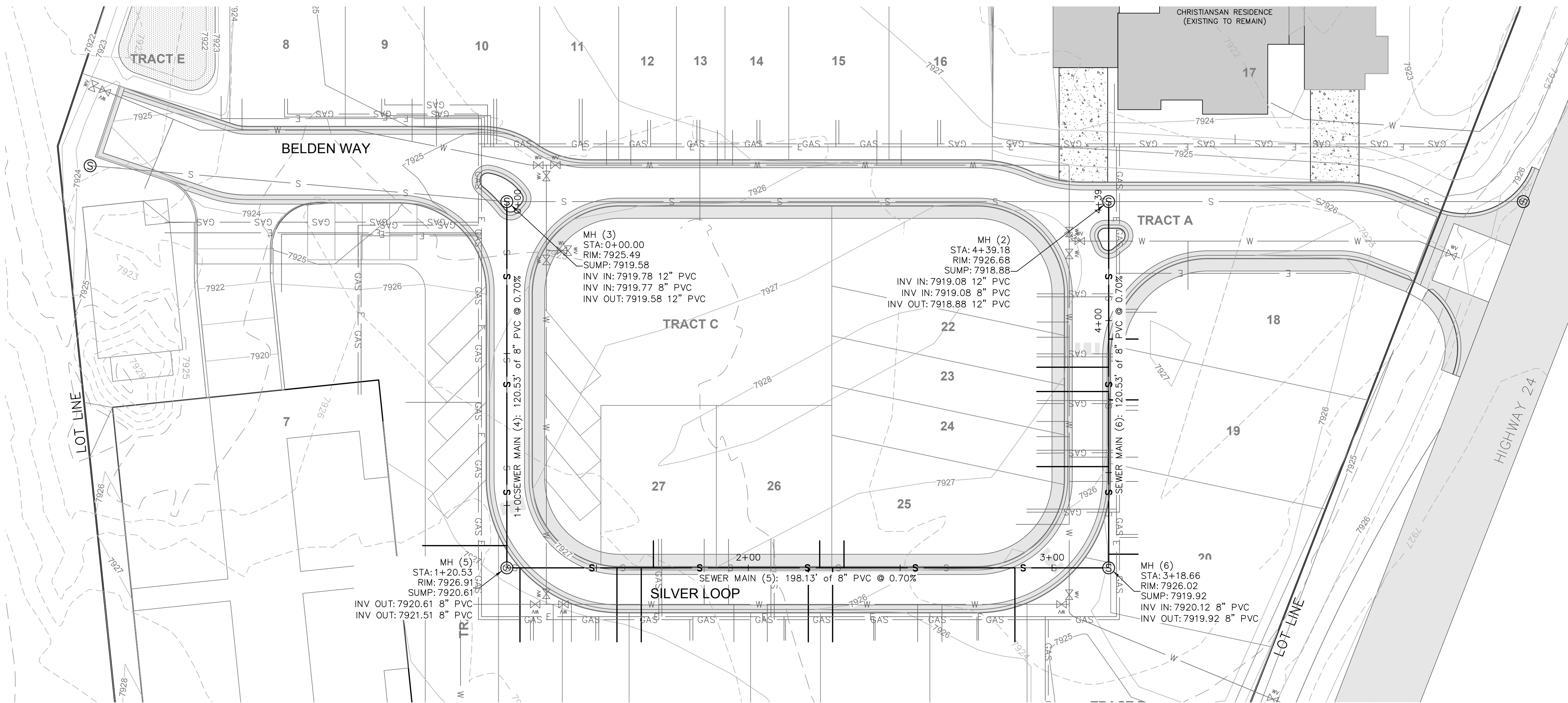
WATER ————— W —————
SEWER ————— S —————

PROPOSED UTILITY SYMBOL KEY:

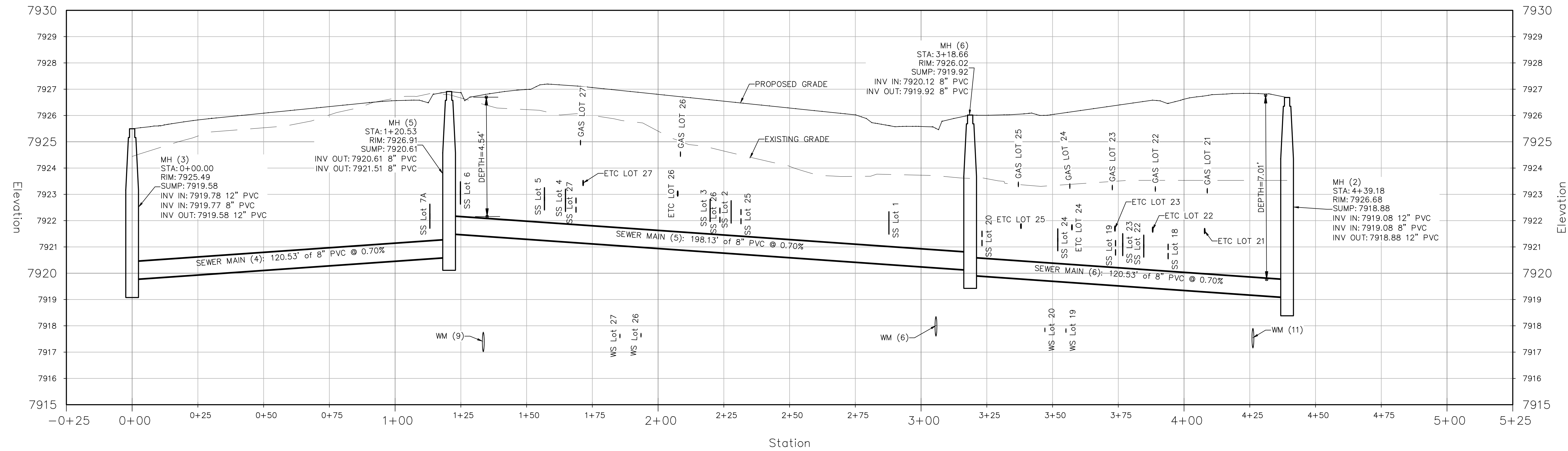
WV WATER VALVE
FH FIRE HYDRANT
WK WATER KICKBLOCK
WJR WATER JOINT RESTRAINT
SM SEWER MANHOLE

CONTOUR LEGEND:

EXISTING 1' CONTOUR ——— 7929 ———
EXISTING 5' CONTOUR ——— 7930 ———
PROPOSED 1' CONTOUR ——— 7929 ———
PROPOSED 5' CONTOUR ——— 7930 ———



Silver Loop Sewer Main Profile



Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

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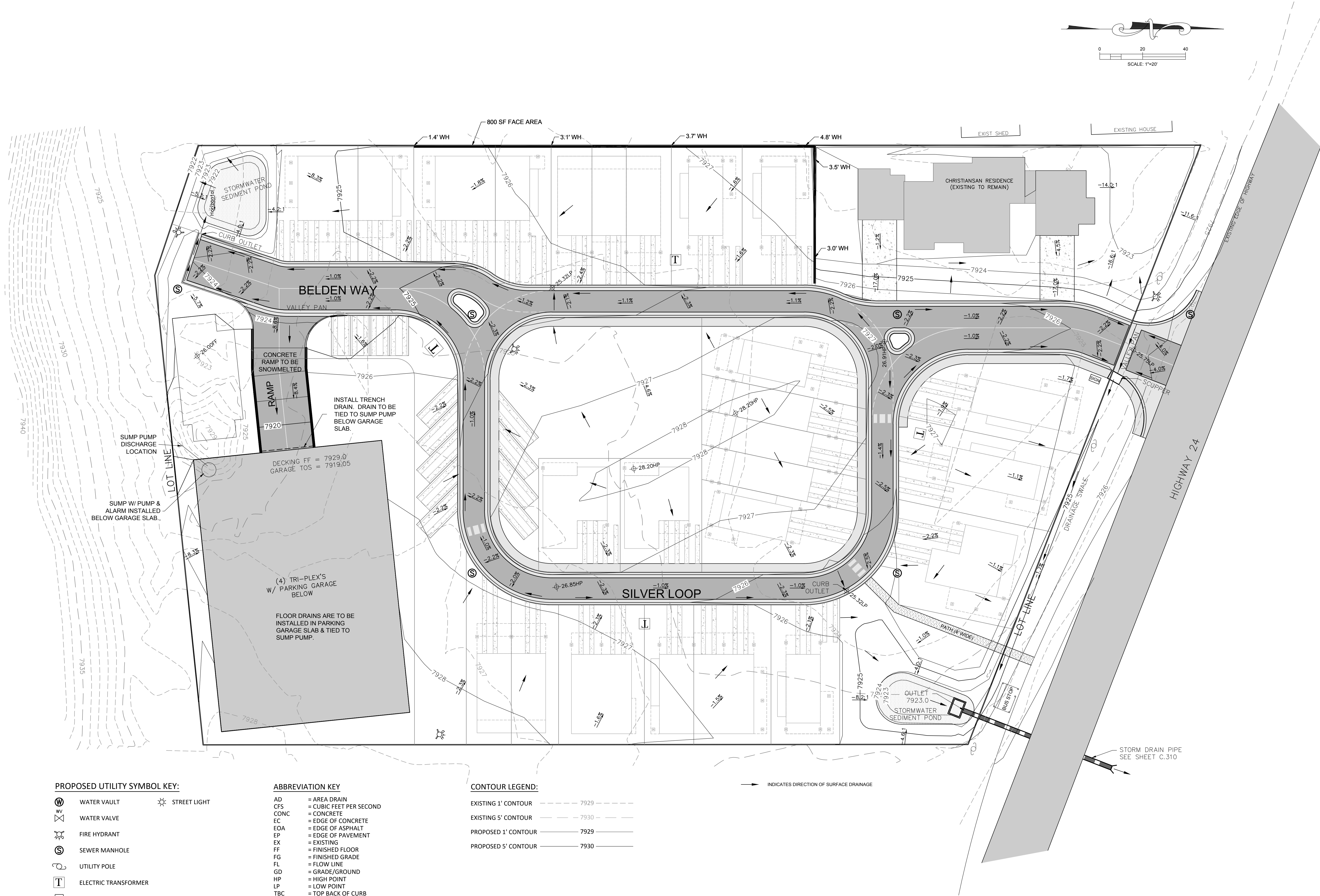
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1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

SEWER P & P
SILVER LOOP

Sheet:

C.221



PROPOSED UTILITY SYMBOL KEY:

- | | | | |
|--|-----------------------|--|--------------|
| | WATER VAULT | | STREET LIGHT |
| | WATER VALVE | | |
| | FIRE HYDRANT | | |
| | SEWER MANHOLE | | |
| | UTILITY POLE | | |
| | ELECTRIC TRANSFORMER | | |
| | CABLE TV PEDESTAL | | |
| | ELECTRIC SPLICE VAULT | | |

ABBREVIATION KEY

- | | |
|------|-------------------------|
| AD | = AREA DRAIN |
| CFS | = CUBIC FEET PER SECOND |
| CONC | = CONCRETE |
| EC | = EDGE OF CONCRETE |
| EOA | = EDGE OF ASPHALT |
| EP | = EDGE OF PAVEMENT |
| EX | = EXISTING |
| FF | = FINISHED FLOOR |
| FG | = FINISHED GRADE |
| FL | = FLOW LINE |
| GD | = GRADE/GROUND |
| HP | = HIGH POINT |
| LP | = LOW POINT |
| TBC | = TOP BACK OF CURB |
| TD | = TRENCH DRAIN |
| TOS | = TOP OF SLAB |
| TOW | = TOP OF WALL |
| TYP | = TYPICAL |
| WH | = WALL HEIGHT |

CONTOUR LEGEND:

- | | |
|---------------------|------------------|
| EXISTING 1' CONTOUR | ----- 7929 ----- |
| EXISTING 5' CONTOUR | ----- 7930 ----- |
| PROPOSED 1' CONTOUR | ----- 7929 ----- |
| PROPOSED 5' CONTOUR | ----- 7930 ----- |

INDICATES DIRECTION OF SURFACE DRAINAGE

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South Minturn Addition
Lots 29, 31 & 32
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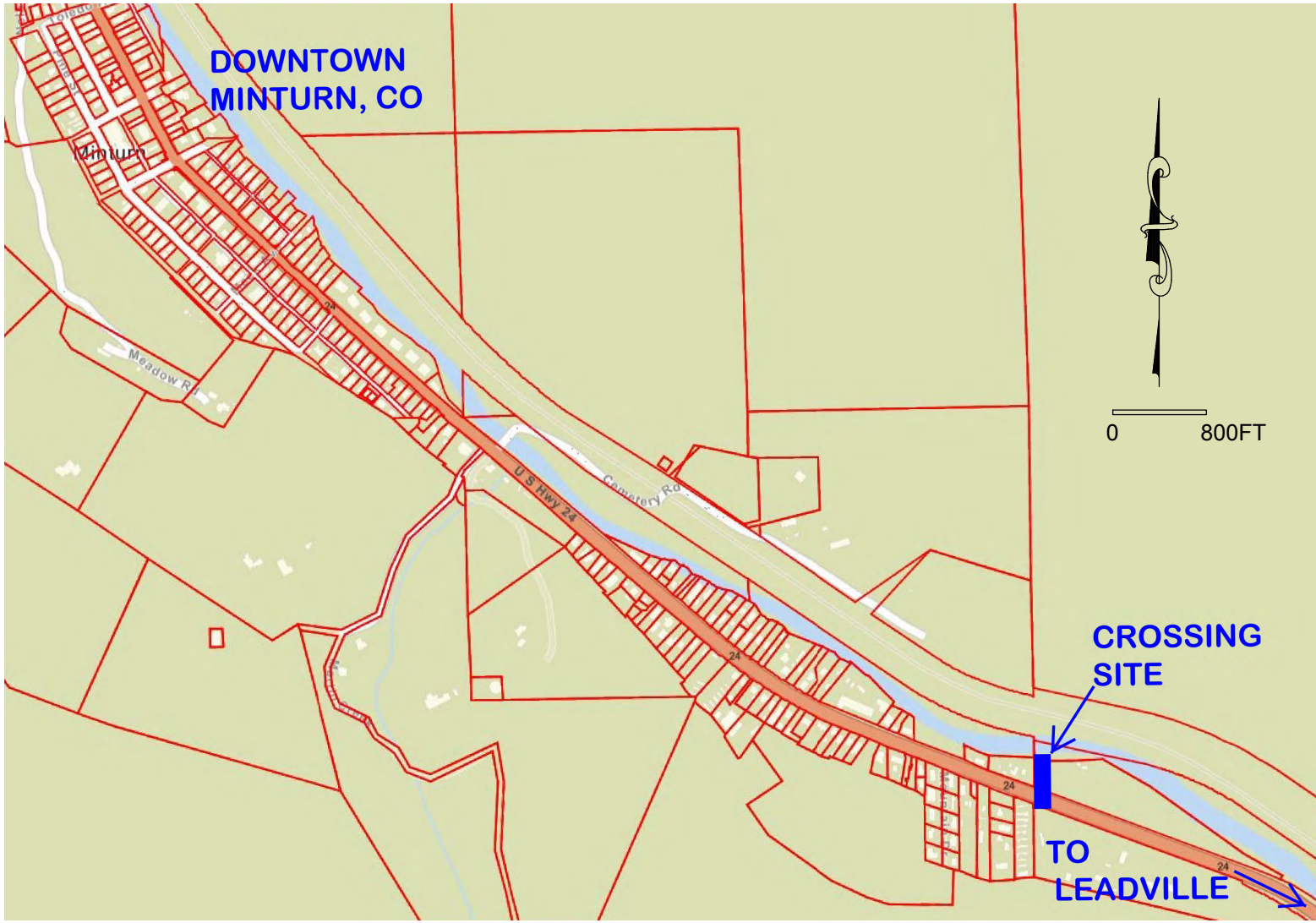
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4/12/21	PP Revision Resubmittal

Title:
GRADING &
DRAINAGE
PLAN

Sheet:

C.300



VICINITY MAP

SHEET INDEX:

- C.310 HWY 24 CROSSING COVER SHEET
- C.311 HWY 24 STORM DRAIN PLAN & PROFILE
- C.312 HWY 24 STORM DRAIN CROSSING DETAILS 1
- C.313 HWY 24 STORM DRAIN CROSSING DETAILS 2

CONTOUR LEGEND:

- EXISTING 1' CONTOUR - - - - - 7929 - - - - -
- EXISTING 5' CONTOUR - - - - - 7930 - - - - -
- PROPOSED 1' CONTOUR _____ 7929 _____
- PROPOSED 5' CONTOUR _____ 7930 _____

HIGHWAY 24 STORM DRAIN - Minturn, Colorado



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Belden - Highway 24 Storm Drain
1251 East Main Street,
Minturn, Colorado, 81645

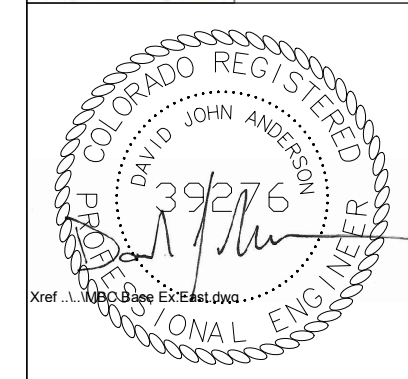
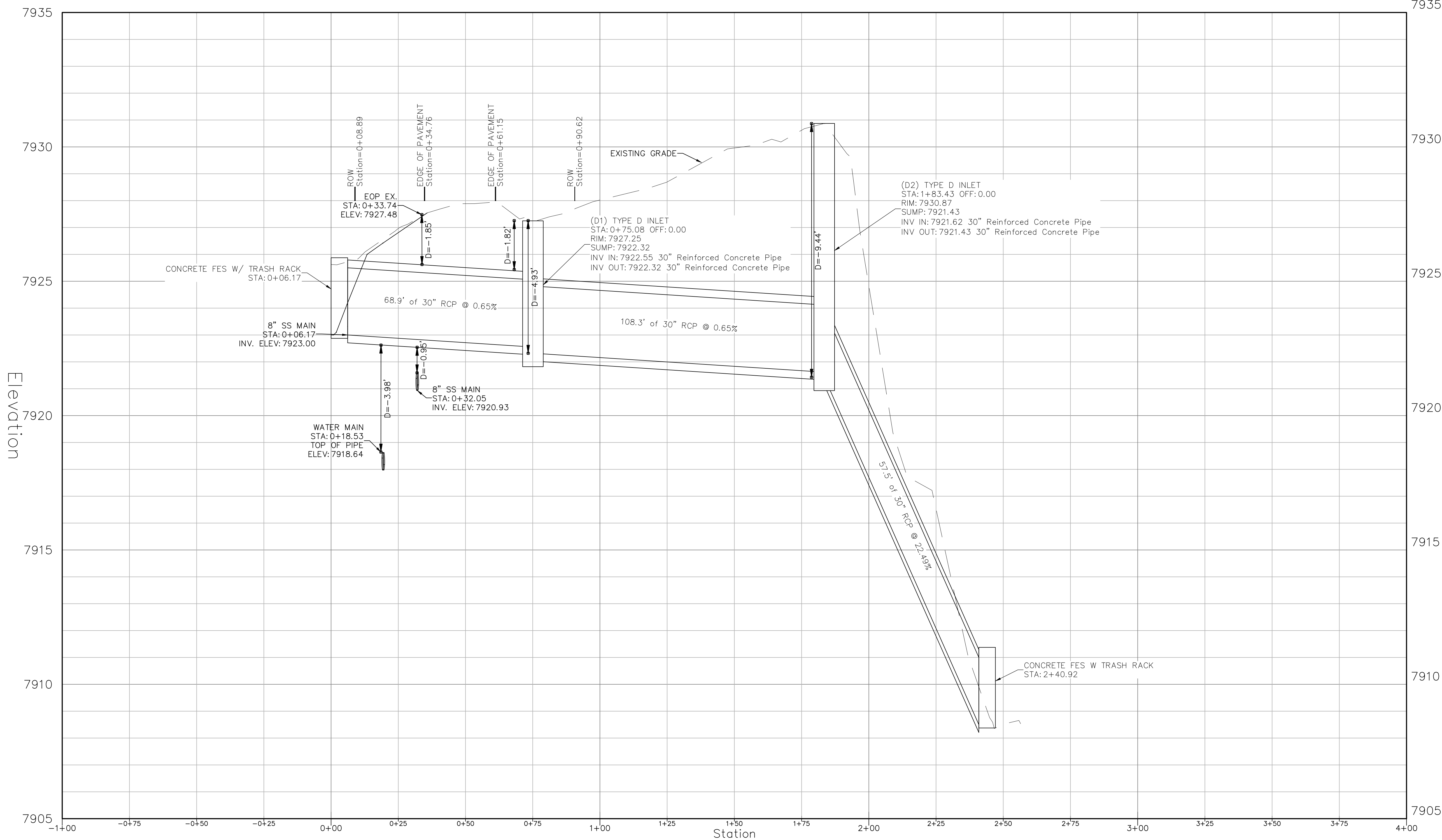
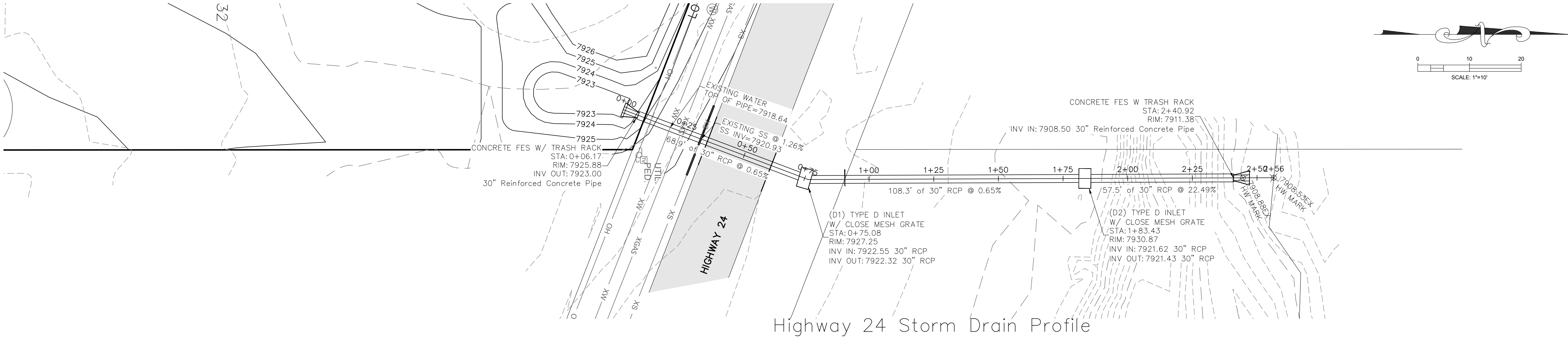
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1/15/21	Preliminary Plot Submittal
4/12/21	Preliminary Storm Crossing

Title:
HIGHWAY 24
STORM DRAIN
COVER SHEET

Sheet:

C.310



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Belden - Highway 24 Storm Drain

1251 East Main Street,
Minturn, Colorado, 81645

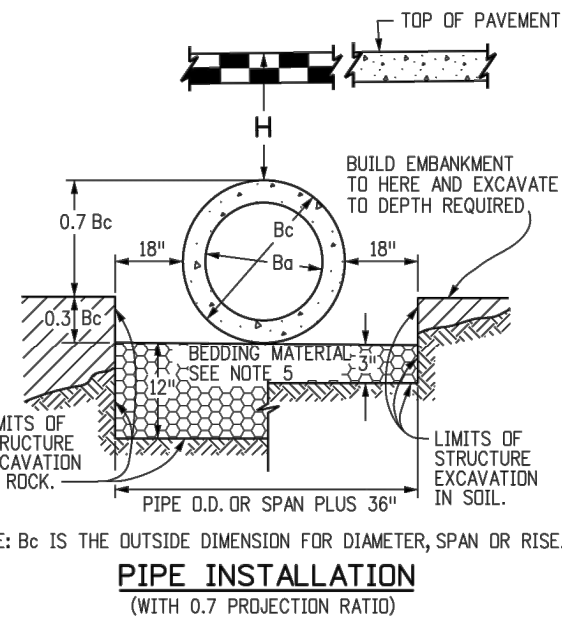
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DATE	REVISION
1/15/21	Preliminary Plat Submittal
3/23/21	Preliminary Storm Crossing

Title:
HIGHWAY 24
STORM DRAIN
PLAN & PROFILE

Sheet:

C.311

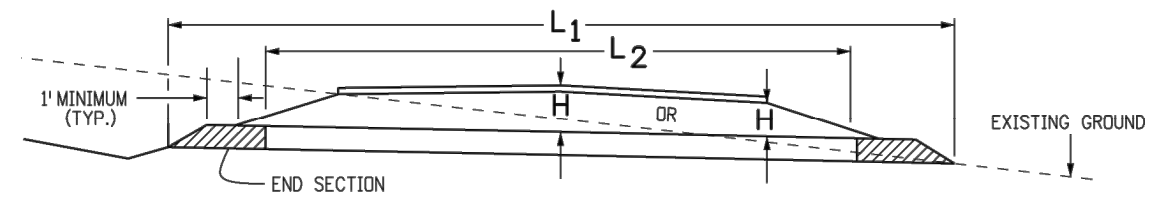


CIRCULAR (CIR)				VERTICAL ELLIPTICAL (VE)				HORIZONTAL ELLIPTICAL (HE)			
PIPE SIZE - <i>Ba</i> (INSIDE DIA)	WALL THICKNESS	0.3 <i>Bc</i> (OUTSIDE DIA)	0.3 <i>Bc</i> (OUTSIDE DIA)	SPAN	RISE	WALL THICKNESS	0.3 <i>Bc</i> (OUTSIDE DIA)	SPAN	RISE	WALL THICKNESS	0.3 <i>Bc</i> (OUTSIDE DIA)
IN.	FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.	FT.
12	2	0.40									
15	2-1/4	0.49						23	14	2-3/4	0.49
18	2-1/2	0.58									
21	2-3/4	0.66									
24	3	0.75						30	19	3-1/4	0.66
27	3-1/4	0.84						34	22	3-1/2	0.73
30	3-1/2	0.92						38	24	3-3/4	0.79
33	3-3/4	1.01									
36	4	1.10		29	45	4-1/2	1.35	45	29	4-1/2	0.95
42	4-1/2	1.28		34	53	5	1.58	53	34	5	1.10
48	5	1.45		38	60	5-1/2	1.78	60	38	5-1/2	1.23
54	5-1/2	1.62		43	68	6	2.00	68	43	6	1.38
60	6	1.80		48	76	6-1/2	2.23	76	48	6-1/2	1.53
66	6-1/2	1.97		53	83	7	2.43	83	53	7	1.68
72	7	2.15		58	91	7-1/2	2.65	91	58	7-1/2	1.83
78	7-1/2	2.32		63	98	8	2.85	98	63	8	1.98
84	8	2.50		68	106	8-1/2	3.08	106	68	8-1/2	2.13
90	8-1/2	2.68		72	113	9	3.28	113	72	9	2.25
96	9	2.85		77	121	9-1/2	3.50	121	77	9-1/2	2.40
102	9-1/2	3.02		82	128	9-3/4	3.69	128	82	9-3/4	2.54
108	10	3.20		87	136	10	3.90	136	87	10	2.68

△ ALSO EQUIVALENT ROUND DIMENSION FOR ELLIPTICAL PIPE.

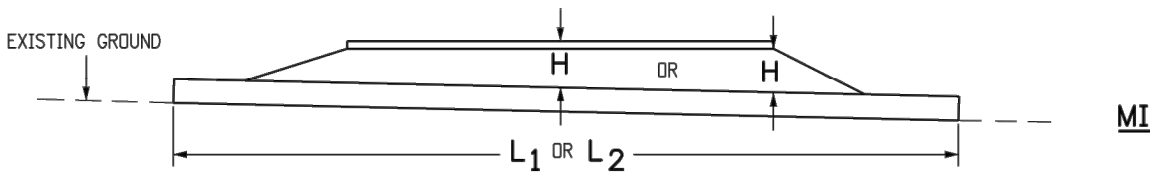
DIMENSIONS FOR REINFORCED CONCRETE PIPE

(FOR INFORMATION ONLY)

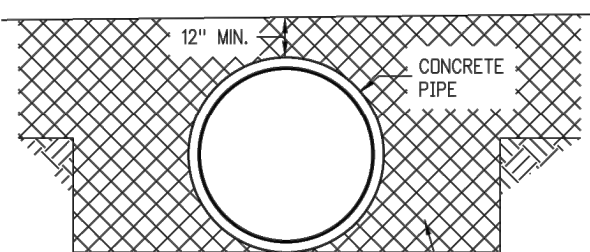


CONCRETE PIPE WITH END SECTIONS
NOTE: USE THE *H* THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

H = HEIGHT OF FILL OVER TOP OF PIPE, INCLUDING PAVEMENT THICKNESS.
*L*₁ = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 624.
*L*₂ = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 603.



CONCRETE PIPE WITHOUT END SECTIONS
NOTE: USE THE *H* THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

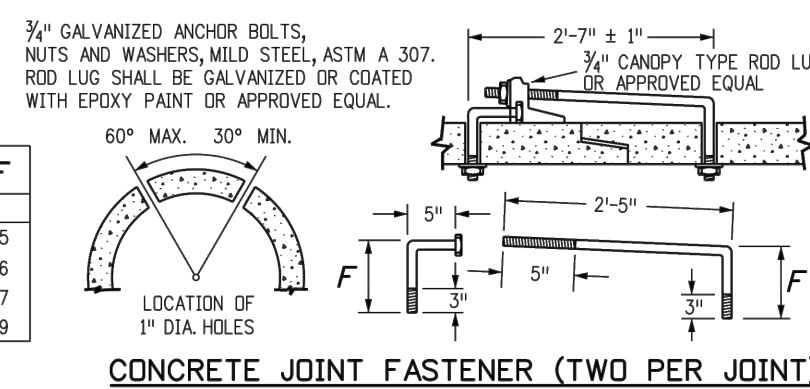


CONSTRUCTION MINIMUM COVER FOR RIGID PIPE

TYPE OF PIPE	HEIGHT OF FILL OVER TOP OF PIPE, <i>H</i> (FEET)				
	CLASS OF PIPE (0.01 IN. CRACK D-LOAD)				
	CLASS CIR II	CLASS CIR III	CLASS CIR IV	CLASS CIR V	CLASS VE VI
	CLASS VE II	CLASS VE III	CLASS VE IV	CLASS VE V	
	CLASS HE II	CLASS HE III	CLASS HE IV		
	1000' D	1500' D	2000' D	3000' D	4000' D
CIRCULAR (CIR)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	
VERTICAL ELLIPTICAL (VE)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	
HORIZONTAL ELLIPTICAL (HE)	1 TO 18	1 TO 25	± 25 TO 37		± 45 TO 62

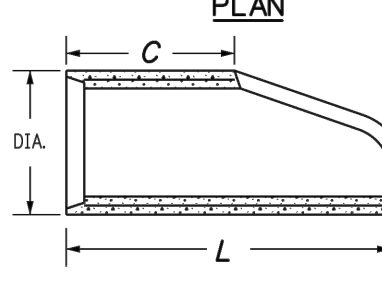
ALLOWABLE RANGE OF HEIGHTS FOR FILL OVER REINFORCED CONCRETE PIPE
(ALL SIZES)

PIPE DIAMETER IN.	<i>F</i>
18 - 30	5
36 - 42	6
48 - 60	7
72 - 84	9



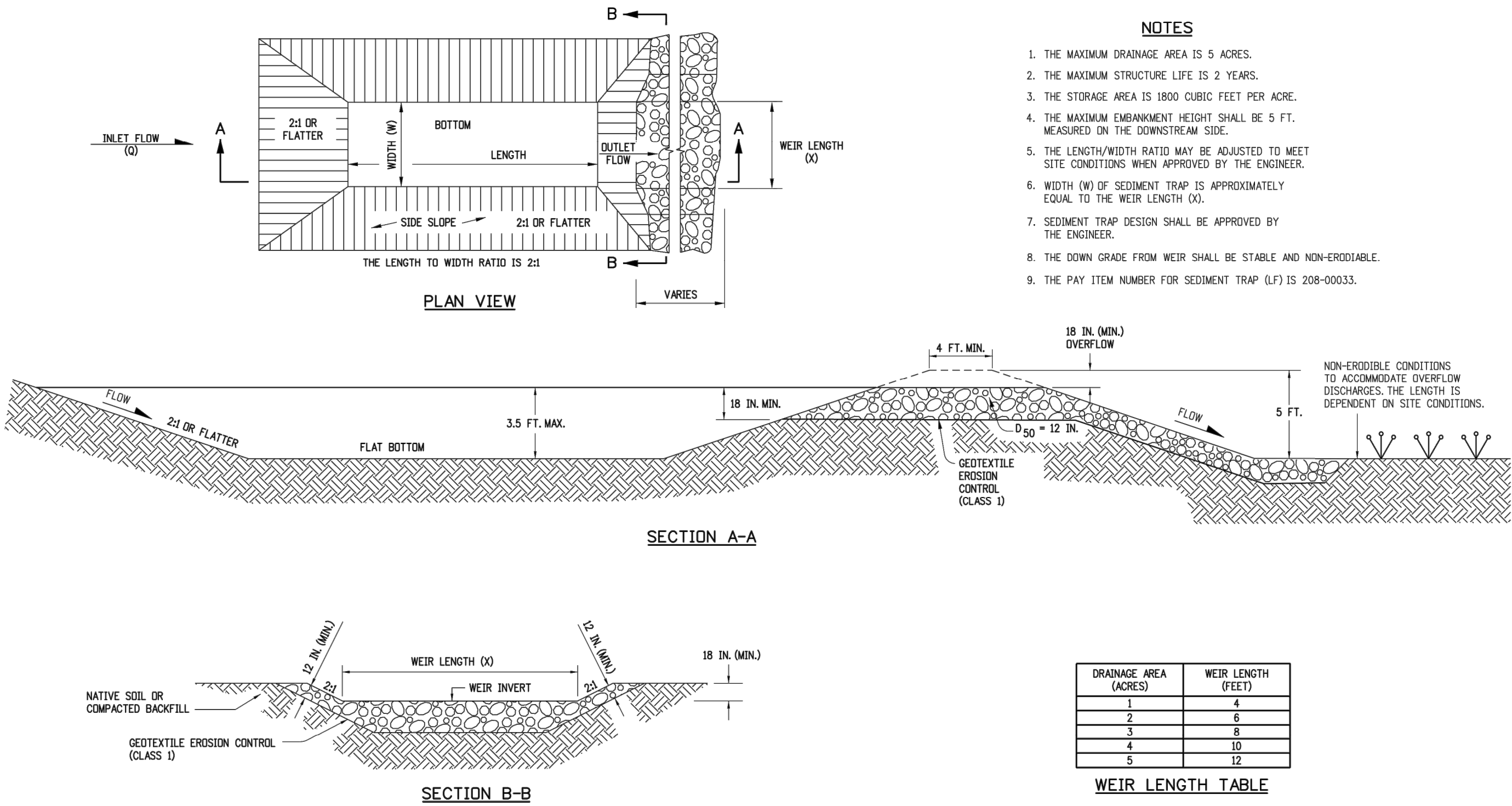
PIPE I.D.	DIMENSIONS				
	<i>A</i>	<i>C</i>	<i>L</i>	<i>E</i>	
IN.	IN.	IN.	IN.	IN.	
18	10	48	78	36	
24	10	48	78	48	
30	14	36	96	60	
36	18	36	96	72	
42	24	36	96	78	
48	20	24	96	84	
54	30	36	96	90	
60	36	36	96	96	
72	54	20	96	108	

REINFORCED CONCRETE CIRCULAR PIPE



END SECTION FOR REINFORCED CONCRETE CIRCULAR PIPE

REINFORCED CONCRETE PIPE DETAIL

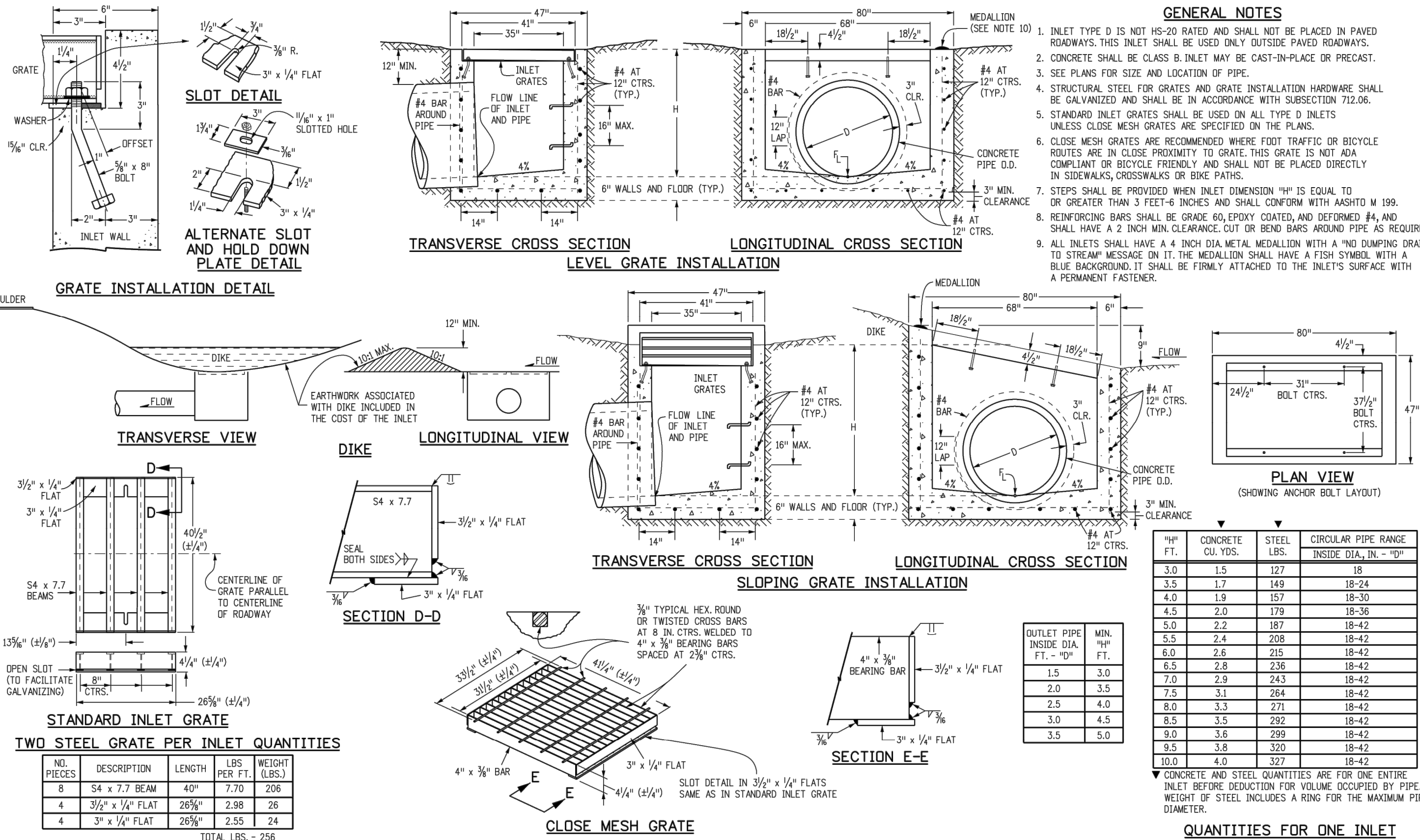


NOTES

1. THE MAXIMUM DRAINAGE AREA IS 5 ACRES.
2. THE MAXIMUM STRUCTURE LIFE IS 2 YEARS.
3. THE STORAGE AREA IS 1800 CUBIC FEET PER ACRE.
4. THE MAXIMUM EMBANKMENT HEIGHT SHALL BE 5 FT. MEASURED ON THE DOWNSTREAM SIDE.
5. THE LENGTH/WIDTH RATIO MAY BE ADJUSTED TO MEET SITE CONDITIONS WHEN APPROVED BY THE ENGINEER.
6. WIDTH (W) OF SEDIMENT TRAP IS APPROXIMATELY EQUAL TO THE WEIR LENGTH (O).
7. SEDIMENT TRAP DESIGN SHALL BE APPROVED BY THE ENGINEER.
8. THE DOWN GRADE FROM WEIR SHALL BE STABLE AND NON-ERODIBLE.
9. THE PAY ITEM NUMBER FOR SEDIMENT TRAP (LF) IS 208-00033.

DRAINAGE AREA (ACRES)	WEIR LENGTH (FEET)
1	6
2	8
3	10
4	12

WEIR LENGTH TABLE



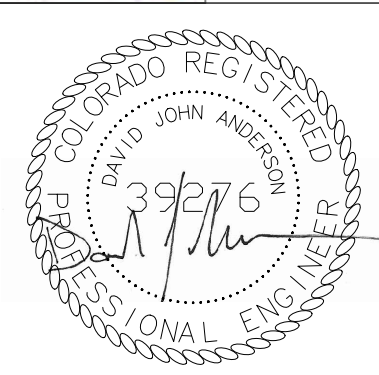
GENERAL NOTES

1. INLET TYPE D IS NOT HS-20 RATED AND SHALL NOT BE PLACED IN PAVED ROADWAYS. THIS INLET SHALL BE USED ONLY OUTSIDE PAVED ROADWAYS.
2. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
3. SEE PLANS FOR SIZE AND LOCATION OF PIPE.
4. STRUCTURAL STEEL FOR GRATES AND GRATE INSTALLATION HARDWARE SHALL BE GALVANIZED AND SHALL BE IN ACCORDANCE WITH SUBSECTION 712.06.
5. STANDARD INLET GRATES SHALL BE USED ON ALL TYPE D INLETS UNLESS CLOSE MESH GRATES ARE SPECIFIED ON THE PLANS.
6. CLOSE MESH GRATES ARE RECOMMENDED WHERE FOOT TRAFFIC OR BICYCLE ROUTES ARE IN CLOSE PROXIMITY TO GRATE. THIS GRATE IS NOT ADA COMPLIANT OR BICYCLE FRIENDLY AND SHALL NOT BE PLACED DIRECTLY IN SIDEWALKS, CROSSWALKS OR BIKE PATHS.
7. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET-6 INCHES AND SHALL CONFORM WITH ASHTO M 199.
8. REINFORCING BARS SHALL BE GRADE 60, EPOXY COATED, AND DEFORMED #4, AND SHALL HAVE A 2 INCH MIN. CLEARANCE OUT OR BEND BARS AROUND PIPE AS REQUIRED.
9. ALL INLETS SHALL HAVE A 4 INCH DIA. METAL MEDALLION WITH A "NO DUMPING DRAINS TO STREAM" MESSAGE ON IT. THE MEDALLION SHALL HAVE A FISH SYMBOL WITH A BLUE BACKGROUND. IT SHALL BE FIRMLY ATTACHED TO THE INLET'S SURFACE WITH A PERMANENT FASTENER.

CONCRETE CU. YDS.	STEEL LBS.	CIRCULAR PIPE RANGE INSIDE DIA., IN. - "D"
3.0	127	18-24
3.5	149	18-30
4.0	157	18-36
4.5	179	18-42
5.0	187	18-42
5.5	208	18-42
6.0	215	18-42
6.5	236	18-42
7.0	243	18-42
7.5	264	18-42
8.0	271	18-42
8.5	292	18-42
9.0	299	18-42
9.5	320	18-42
10.0	327	18-42

CONCRETE AND STEEL QUANTITIES ARE FOR ONE ENTIRE INLET BEFORE DEDUCTION FOR VOLUME OCCUPIED BY PIPE. WEIGHT OF STEEL INCLUDES A RING FOR THE MAXIMUM PIPE DIAMETER.

QUANTITIES FOR ONE INLET



DRAWN BY: KRA
CHECKED BY: DJA

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Belden - Highway 24 Storm Drain

1251 East Main Street,
Minturn, Colorado, 81645

NOT FOR CONSTRUCTION

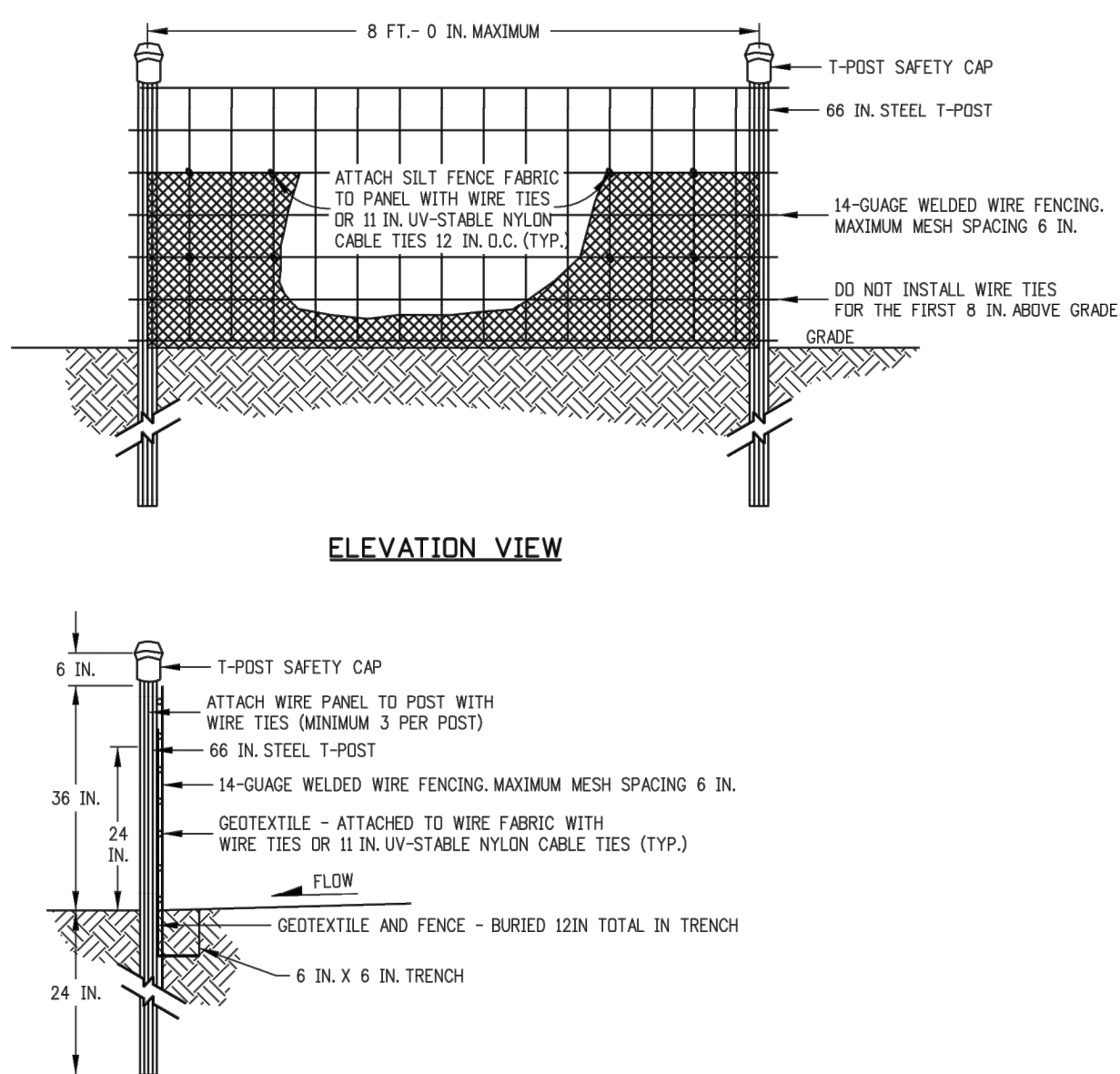
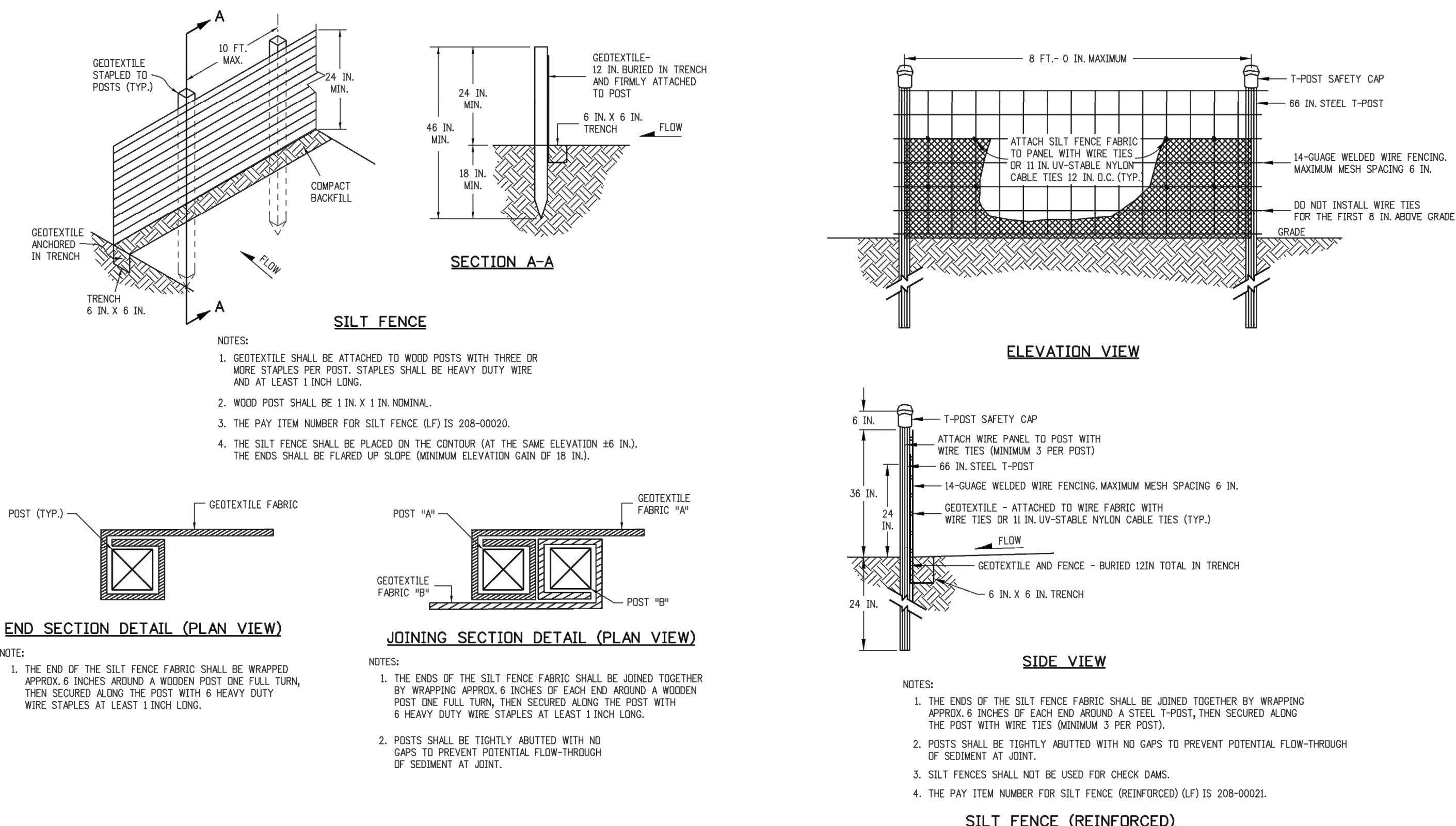
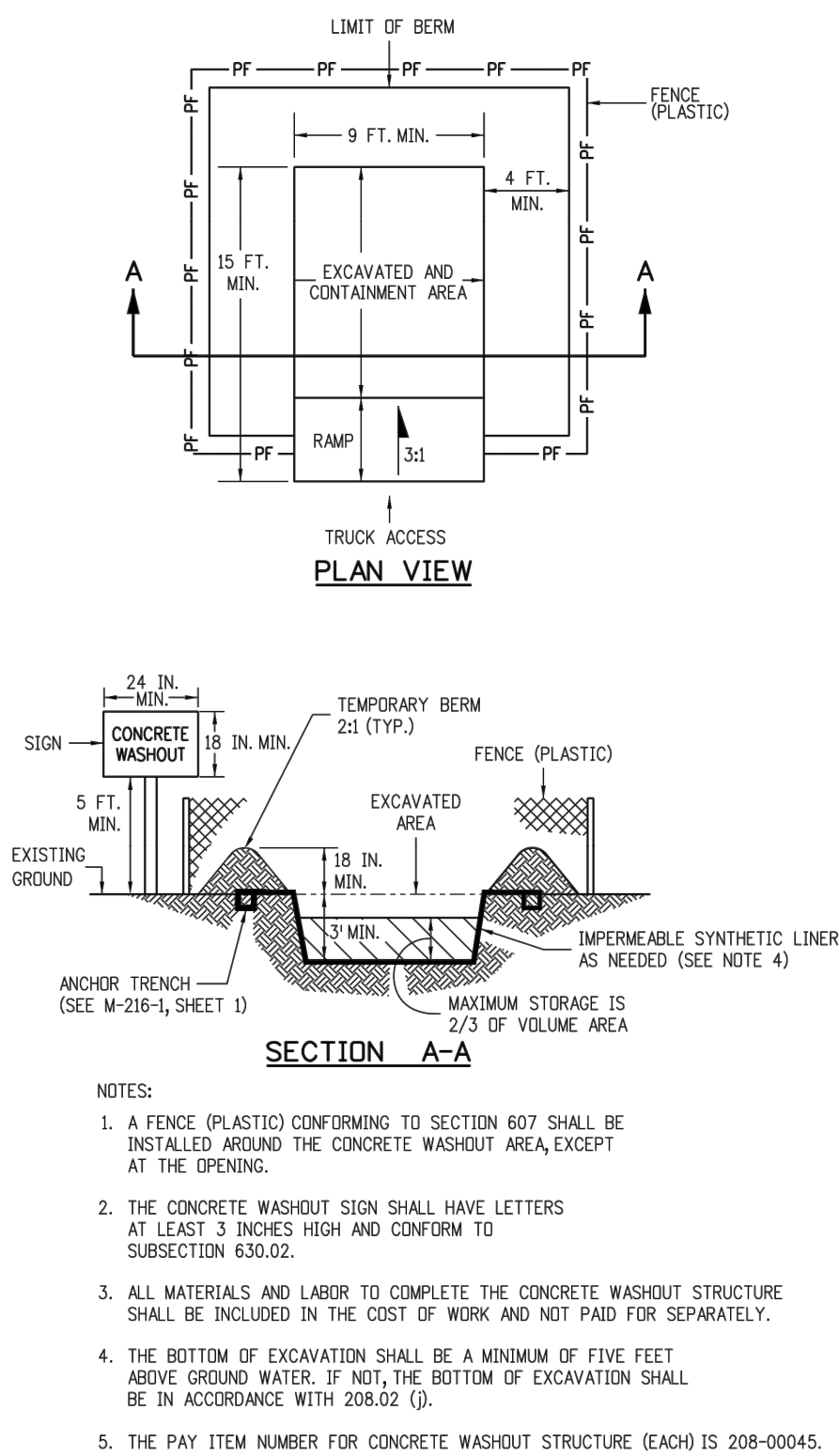
DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	Preliminary Storm Crossing

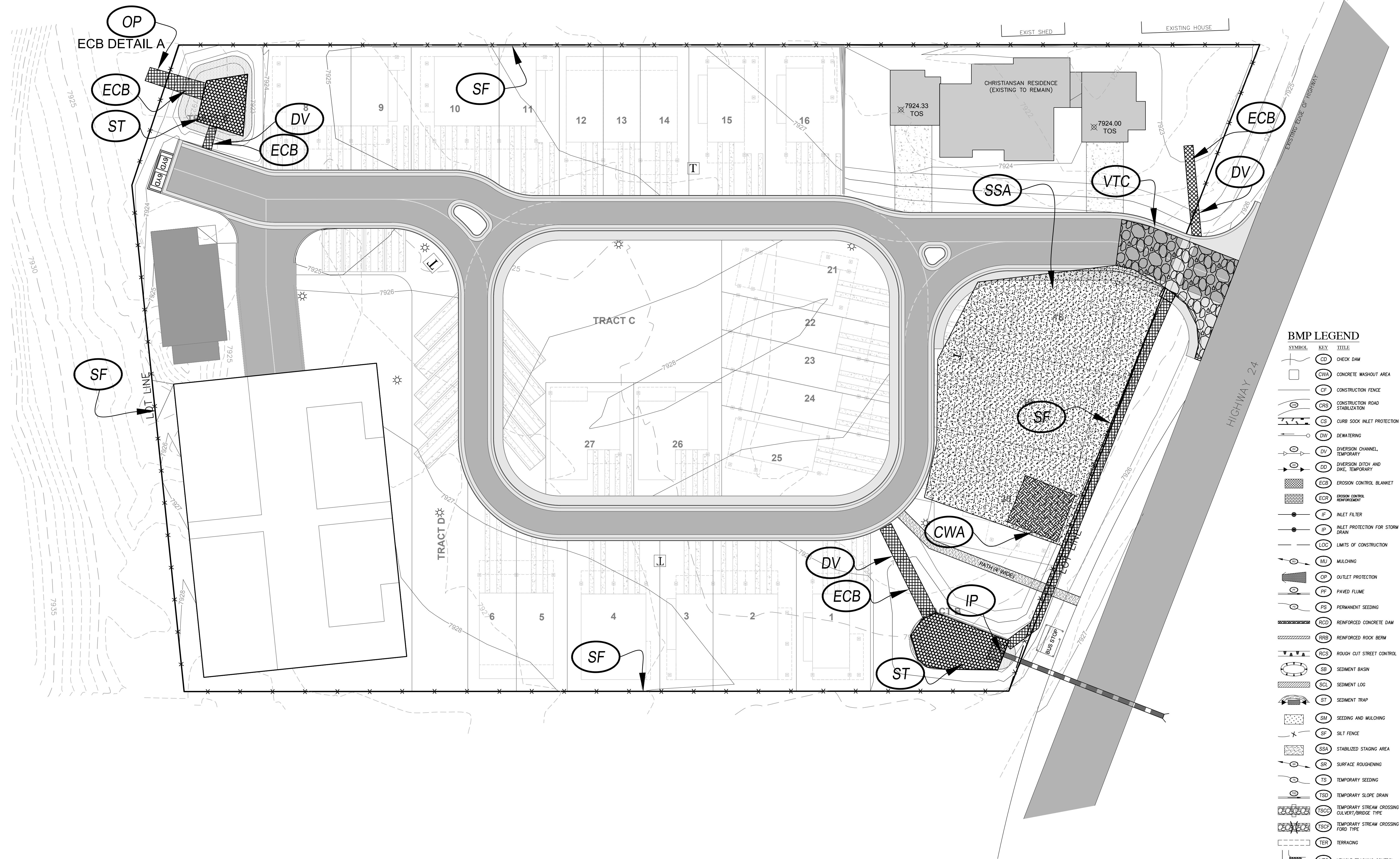
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HIGHWAY 24 STORM DRAIN DETAILS 1

Sheet:

C.312





Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

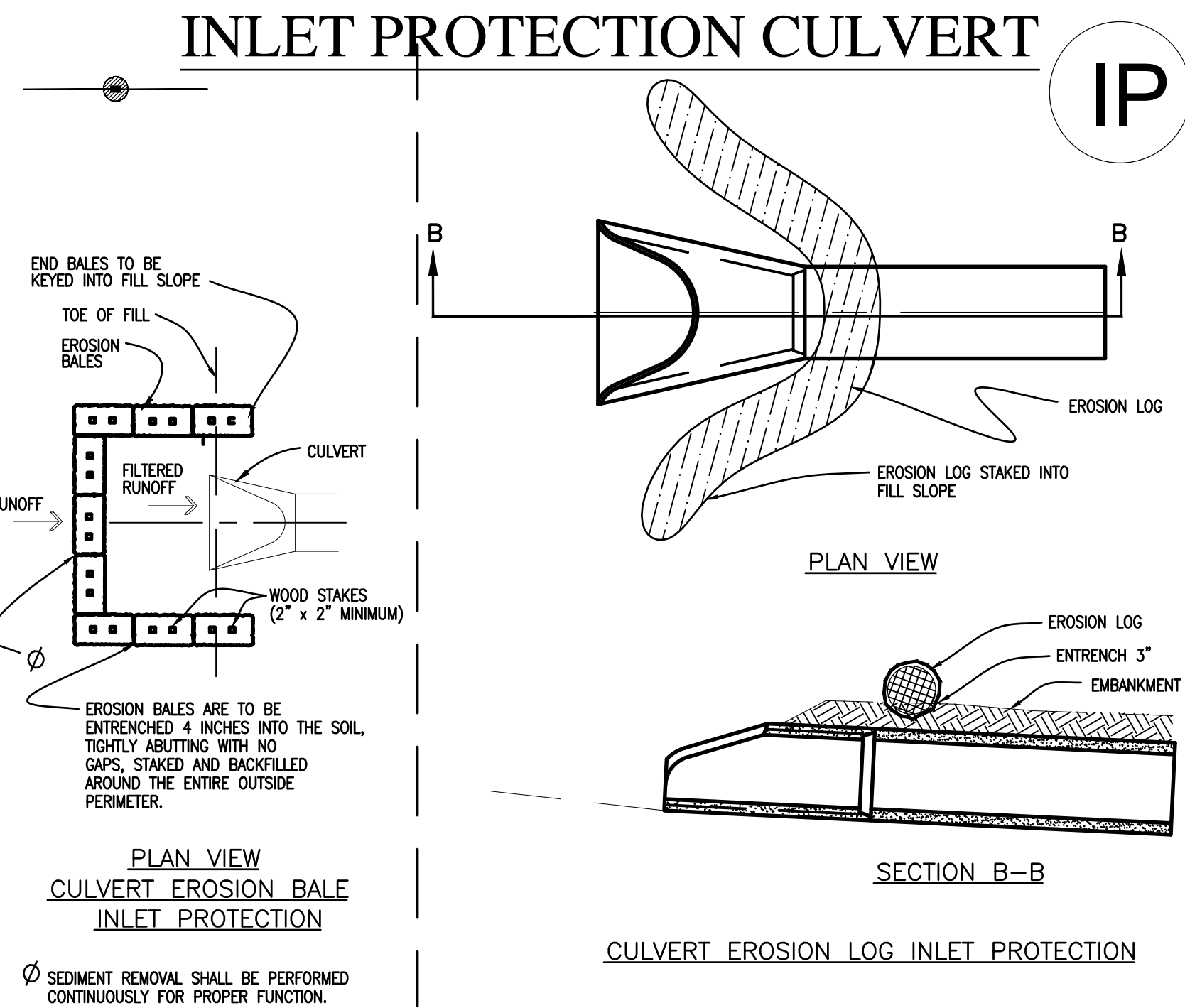
NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:
**STORM WATER
MANAGEMENT
PLAN (SWMP)**

Sheet:

C.320

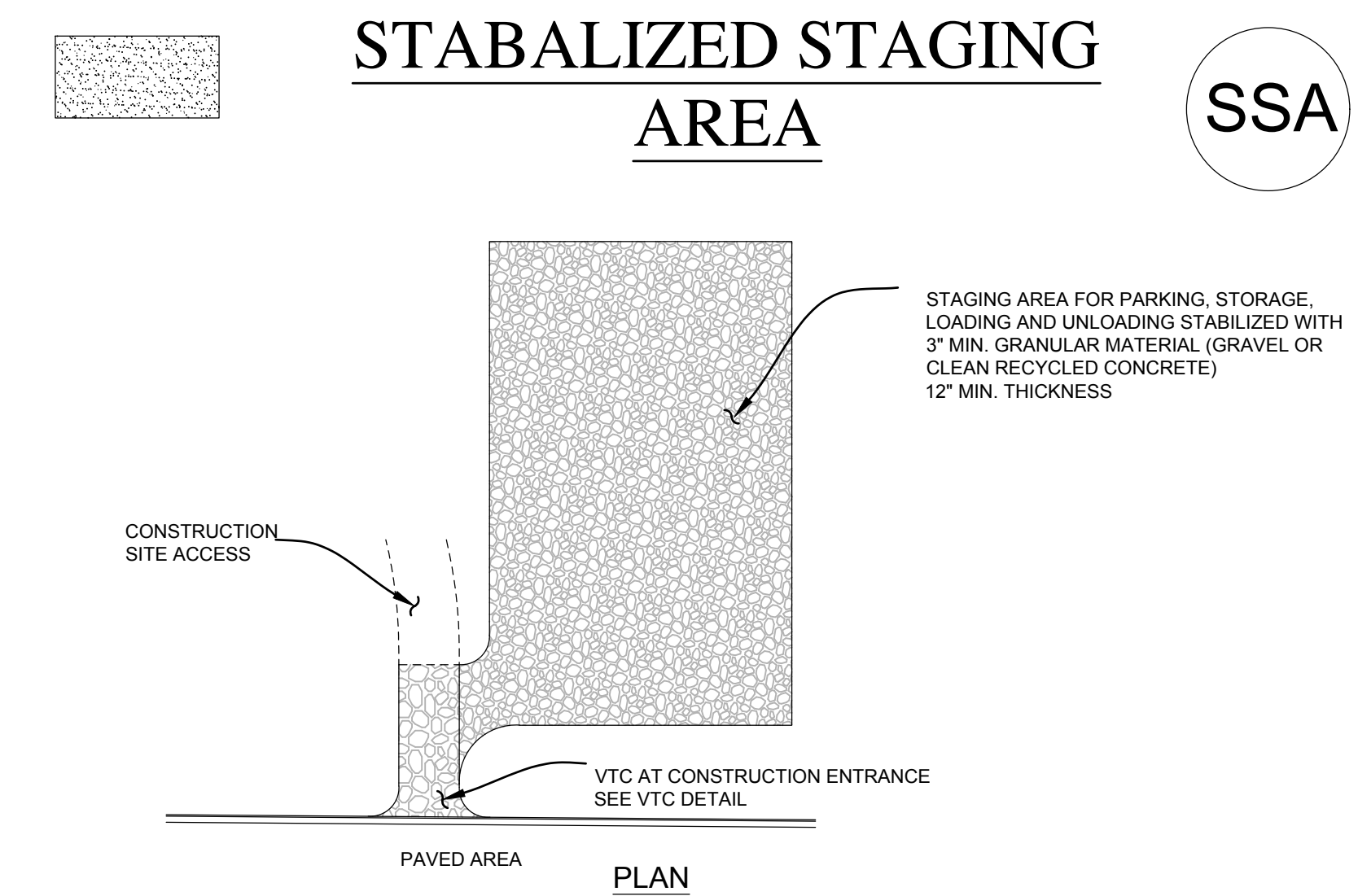


INLET PROTECTION INSTALLATION NOTES

1. INLET PROTECTION AFTER INLET CONSTRUCTION OF AFTER PAVEMENT SHALL BE INSTALLED WITHIN 48 HOUR AFTER INLET CONSTRUCTION OR PAVING IS COMPLETED.

INLET PROTECTION MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT INLET PROTECTION WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT AS NECESSARY. INSPECT MORE FREQUENTLY DURING WINTER CONDITIONS DUE TO FREEZE/THAW PROBLEMS. REPAIRS AS NEEDED.
2. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED WHEN THE SEDIMENT DEPTH UPSTREAM OF ROCK BERM IS WITHIN 2-1/2 INCHES OF THE CREST.
3. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS APPROVED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
4. WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, DRILL SEEDED AND CRIMP MULCHED, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

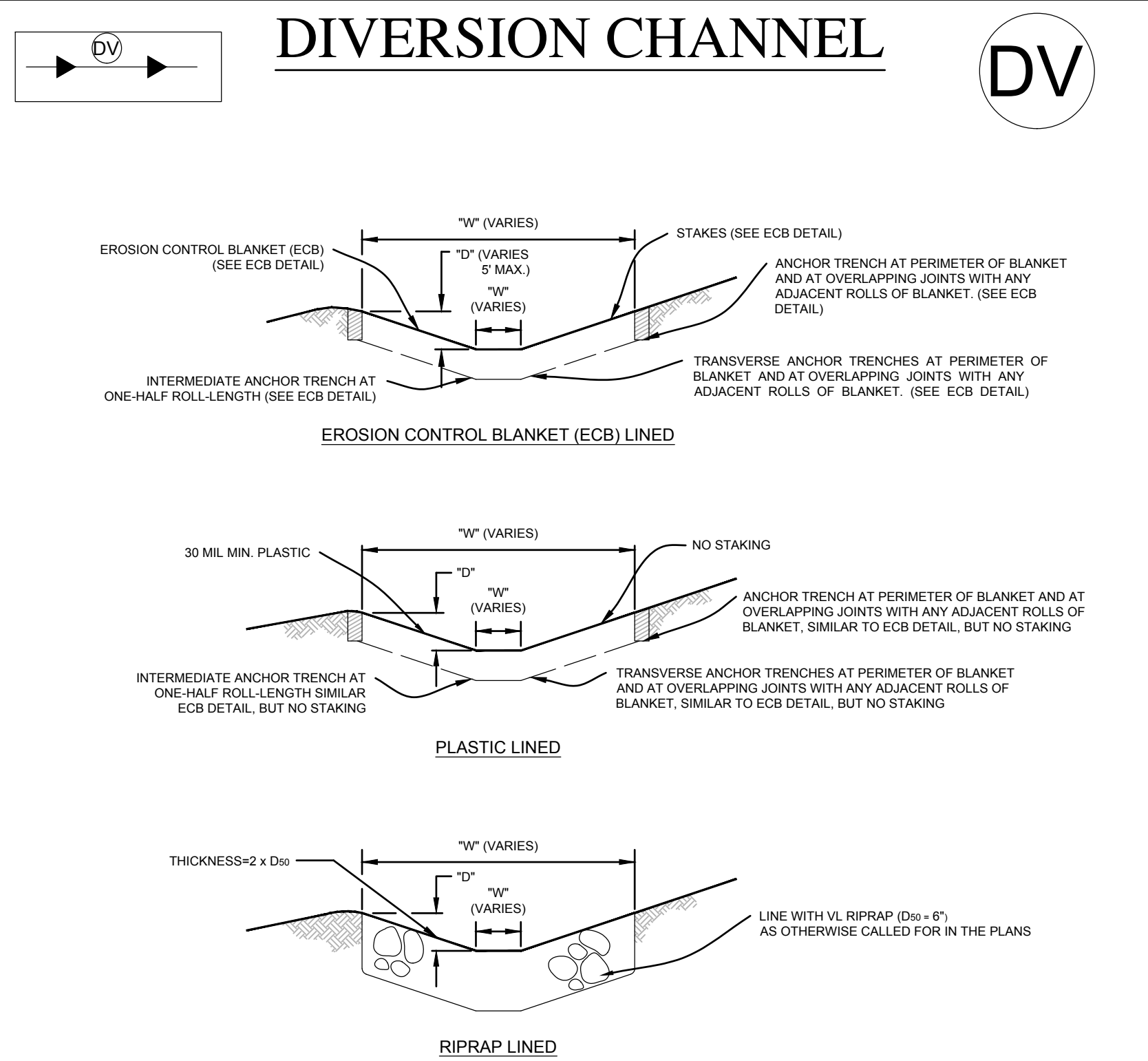


STABILIZED STAGING AREA INSTALLATION NOTES

1. SEE PLAN VIEW FOR GENERAL LOCATION OF STAGING AREA. CONTRACTOR MAY MODIFY LOCATION AND SIZE OF STABILIZED STAGING AREA WITH APPROVAL FROM LOCAL JURISDICTION.
2. STABILIZED STAGING AREA SHALL BE LARGE ENOUGH TO FULLY CONTAIN PARKING, STORAGE, AND UNLOADING AND LOADING OPERATIONS.
3. IF REQUIRED BY THE LOCAL JURISDICTION, SITE ACCESS ROADS SHALL BE STABILIZED IN THE SAME MANNER AS THE STAGING AREA.
4. STAGING AREA SHALL BE STABILIZED PRIOR TO ANY OTHER OPERATIONS ON THE SITE.
5. THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM OF 3" OF GRANULAR MATERIAL (GRAVEL OR CLEAN RECYCLED CONCRETE).

STABILIZED STAGING AREA MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT THE STABILIZED STAGING AREA WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
2. SWMP MANAGER SHALL PROVIDE ADDITIONAL THICKNESS OF GRANULAR MATERIAL IF ANY RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.
3. STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING AND LOADING OPERATIONS.
4. ANY ACCUMULATED DIRT OR MUD SHALL BE REMOVED FROM THE SURFACE OF THE STABILIZED STAGING AREA.
5. THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE GRANULAR MATERIAL SHALL BE REMOVED OR, IF APPROVED BY THE LOCAL JURISDICTION, USED ON SITE, AND THE AREA TOPSOILED, DRILL SEEDED AND CRIMP MULCHED OR OTHERWISE STABILIZED.

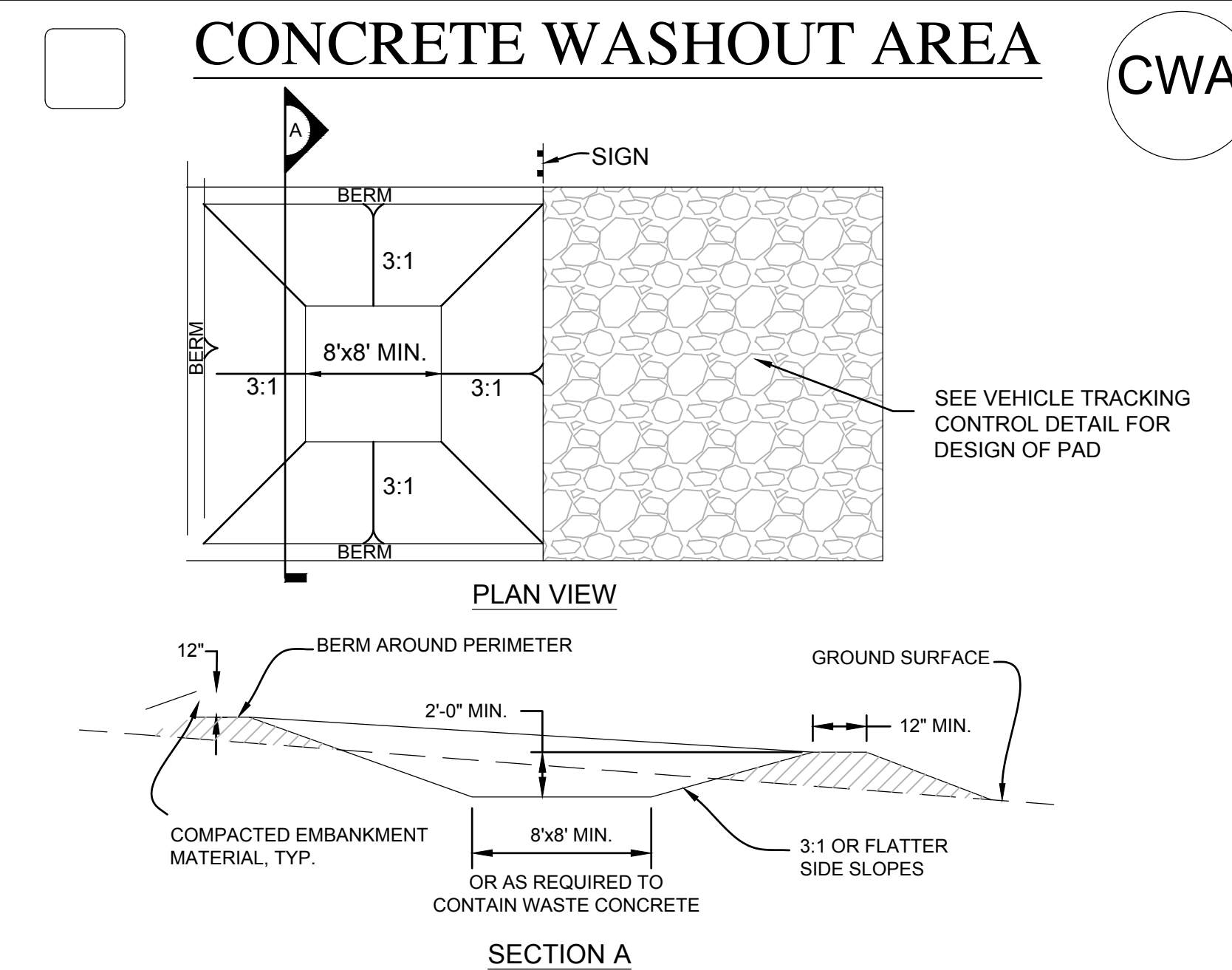
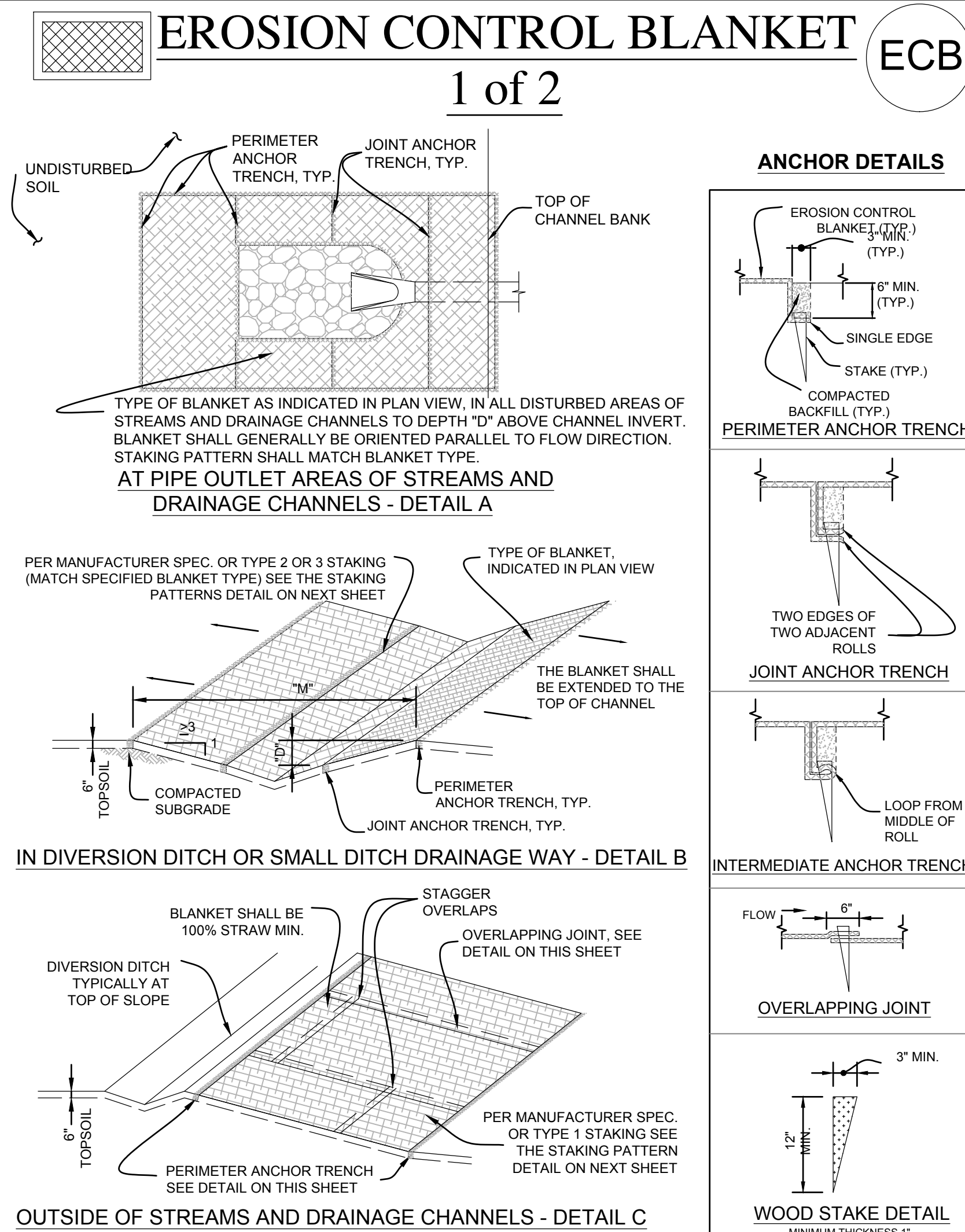


CHANNEL DIVERSION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION OF DIVERSION CHANNEL.
 - TYPE OF CHANNEL (UNLINED, ECB LINED, PLASTIC LINED OR RIPRAP LINED).
 - LENGTH OF EACH TYPE OF CHANNEL.
 - DEPTH, "D", AND WIDTH, "W" DIMENSIONS.
 - FOR RIPRAP LINED CHANNEL, SIZE OF RIPRAP, "D₅₀", SHALL BE SHOWN ON PLANS.
2. SEE DRAINAGE PLANS FOR DETAILS OF ANY PERMANENT CONVEYANCE FACILITIES.
3. DIVERSION CHANNELS INDICATED ON THE SWMP PLAN SHALL BE INSTALLED PRIOR TO ANY WORK IN THE NATURAL CHANNEL.
4. FOR ECB LINED CHANNELS, INSTALLATION OF EROSION CONTROL BLANKET SHALL CONFORM TO THE REQUIREMENTS OF THE ECB DETAIL. FOR PLASTIC LINED CHANNELS, INSTALLATION OF EROSION CONTROL LINER SHALL CONFORM TO THE ECB DETAIL.
5. WHERE CONSTRUCTION TRAFFIC MUST CROSS A DIVERSION CHANNEL, THE PERMITTEE SHALL INSTALL A TEMPORARY CULVERT WITH A MINIMUM CAPACITY SPECIFIED FOR THE DIVERSION CHANNELS, FULLY ACCOUNT FOR HEADWATER REQUIREMENTS OF THE CULVERT.

DIVERSION CHANNEL MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT DIVERSION CHANNELS WEEKLY AND DURING AND AFTER ANY STORM. MAKE REPAIRS AS NECESSARY.
2. DIVERSION CHANNELS ARE TO REMAIN IN PLACE UNTIL THE END OF CONSTRUCTION, OR IF APPROVED BY LOCAL JURISDICTION MAY BE LEFT IN PLACE.
3. IF DIVERSION CHANNELS ARE REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOPSOIL, DRILL SEEDED, HAY CRIMPED MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.

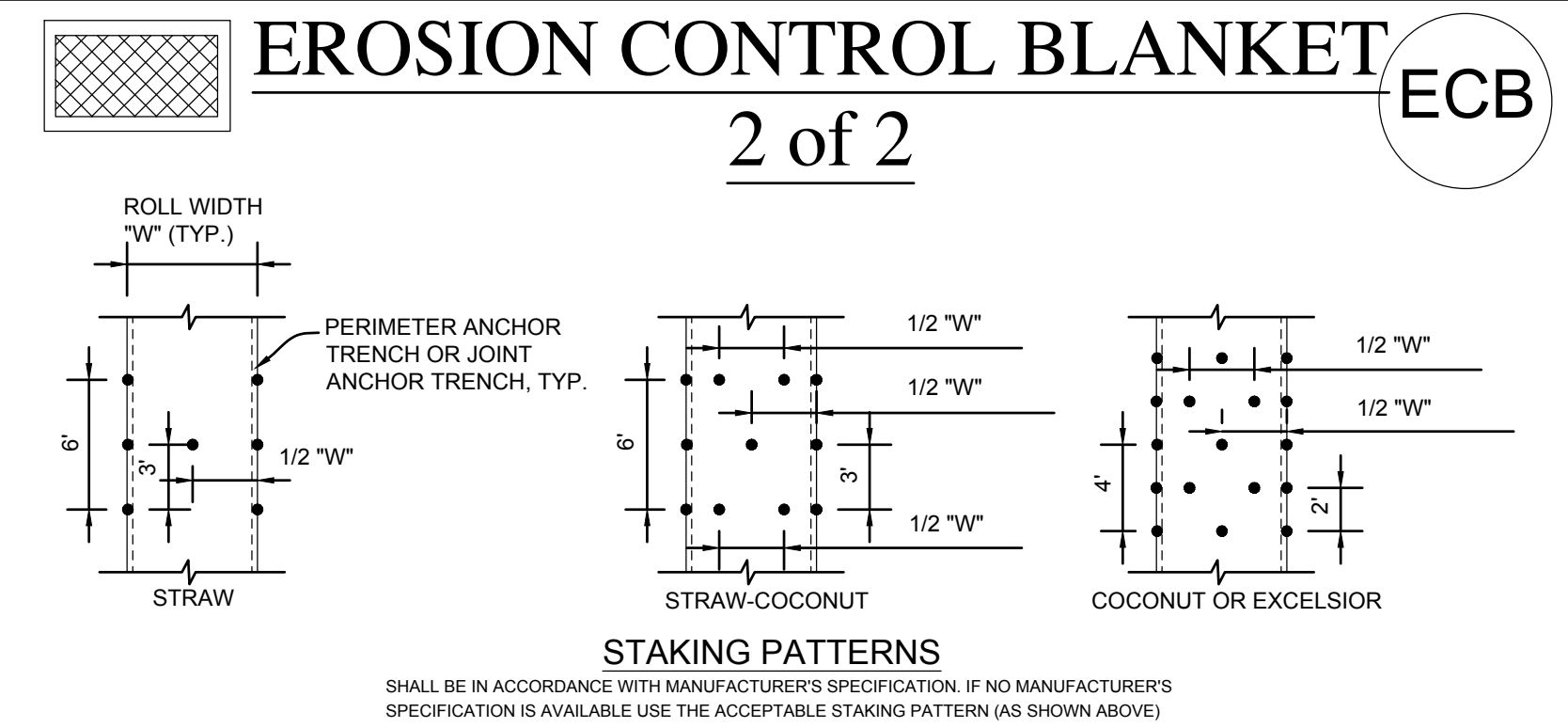


CONCRETE WASHOUT AREA INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATIONS OF CONCRETE WASHOUT AREA
2. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT.
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
5. EXCAVATED MATERIAL SHALL BE UTILIZED IN PERIMETER BERM CONSTRUCTION

CONCRETE WASHOUT AREA MAINTENANCE NOTES

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, DRILL SEED AND CRIMP MULCH OR OTHERWISE STABILIZE IN A MANNER APPROVED BY THE LOCAL JURISDICTION.
4. INSPECT WEEKLY, DURING AND AFTER ANY STORM EVENT.



EROSION CONTROL BLANKET INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION OF PERIMETER OF EROSION CONTROL BLANKET.
 - TYPE OF BLANKET (STRAW, STRAW-COCOONUT, COCONUT, OR EXCELSIOR).
 - AREA "A" IN SQUARE YARDS OF EACH TYPE OF BLANKET.
2. ALL EROSION CONTROL BLANKETS AND NETTING SHALL BE MADE OF 100% NATURAL AND BIODEGRADABLE MATERIAL. NO PLASTIC OR OTHER SYNTHETIC MATERIAL, EVEN IF PHOTO DEGRADABLE, SHALL BE ALLOWED.
3. IN AREAS WHERE EROSION CONTROL BLANKET IS SHOWN ON THE PLANS, THE PERMITTEE SHALL PLACE TOPSOIL AND PERFORM FINAL GRADING, SURFACE PREPARATION, AND SEEDING BELOW THE SEEDING AND MULCHING. SUBGRADE SHALL BE SMOOTH AND MOIST PRIOR TO BLANKET INSTALLATION AND THE BLANKET SHALL BE IN FULL CONTACT WITH SUBGRADE, NO GAPS OR VOIDS SHALL EXIST UNDER THE BLANKET.
4. PERIMETER ANCHOR TRENCH SHALL BE USED AT OUTSIDE PERIMETER OF ALL BLANKET AREAS.
5. JOINT ANCHOR TRENCH SHALL BE USED TO JOIN ROLLS OF BLANKETS TOGETHER (LONGITUDINALLY AND TRANSVERSELY) FOR ALL BLANKETS EXCEPT STRAW, WHICH MAY USE AN OVERLAPPING JOINT.
6. INTERMEDIATE ANCHOR TRENCH SHALL BE USED AT SPACING OF ONE-HALF THE ROLL LENGTH FOR COCONUT AND EXCELSIOR BLANKETS.
7. THE OVERLAPPING JOINT DETAIL SHALL BE USED TO JOIN ROLLS OF BLANKETS TOGETHER FOR BLANKETS ON SLOPES.
8. MATERIAL SPECIFICATIONS OF EROSION CONTROL BLANKET SHALL CONFORM TO TABLE 7.1.
9. ANY AREAS OF SEEDING AND MULCHING DISTURBED IN THE PROCESS OF INSTALLING EROSION CONTROL BLANKET SHALL BE RESEEDED AND MULCHED.
10. DETAILS ON DESIGN PLANS FOR MAJOR DRAINAGEWAY STABILIZATION WILL GOVERN IF DIFFERENT FROM ONES SHOWN HERE

TABLE 7.1 - EROSION CONTROL BLANKET TYPE				
TYPE	COCONUT CONTENT	STRAW CONTENT	EXCELSIOR CONTENT	NETTING MIN.
STRAW	-	100%	-	DOUBLE/NATURAL
STRAW-COCOONUT	30% MIN.	70% MAX.	-	DOUBLE/NATURAL
COCONUT	100%	-	-	DOUBLE/NATURAL
EXCELSIOR	-	-	100%	DOUBLE/NATURAL

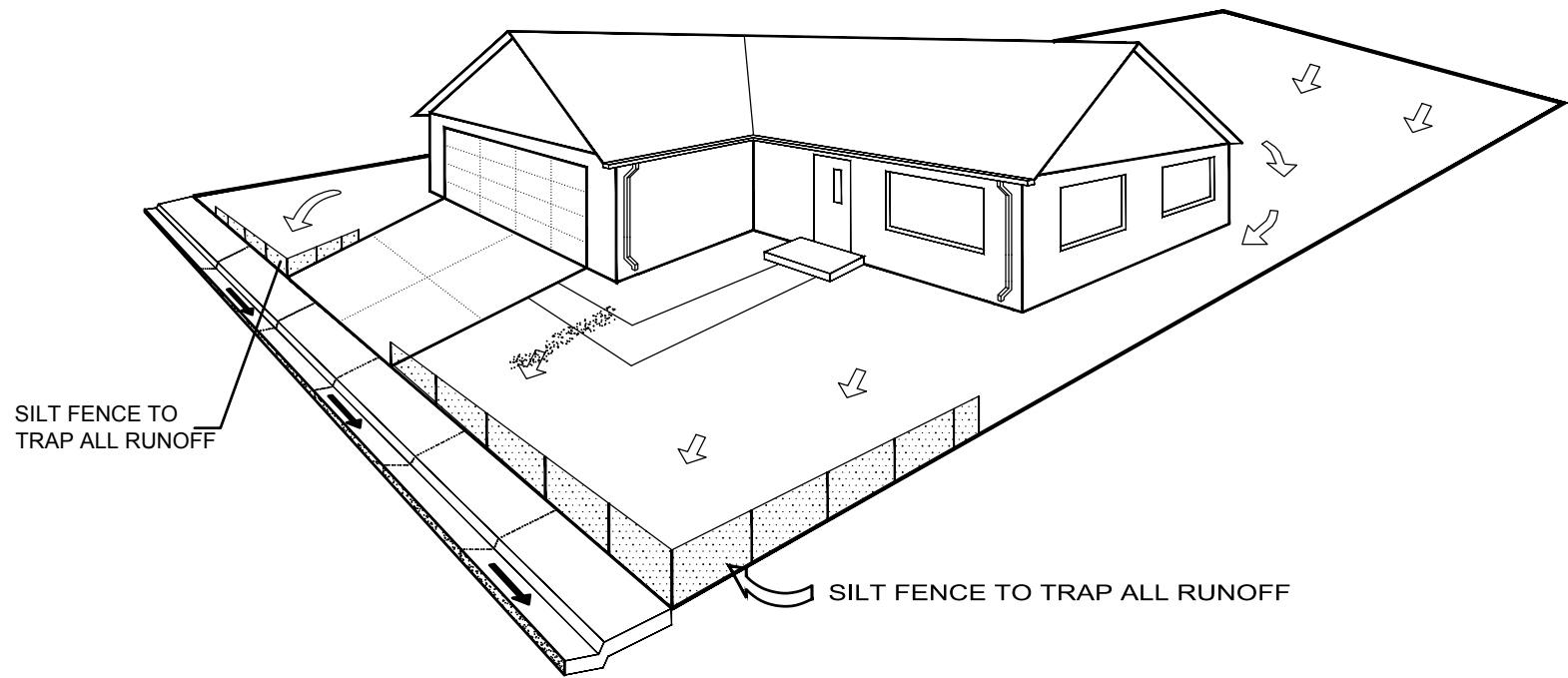
EROSION CONTROL BLANKET MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT EROSION CONTROL BLANKETS WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS AS NECESSARY.
2. EROSION CONTROL BLANKET IS TO BE LEFT IN PLACE UNLESS REQUESTED TO BE REMOVED BY THE LOCAL JURISDICTION.
3. ANY EROSION CONTROL BLANKET PULLED OUT, TORN, OR OTHERWISE DAMAGED SHALL BE RE-INSTALLED. ANY SUBGRADE AREAS BELOW THE BLANKET THAT HAVE ERODED TO CREATE A VOID UNDER THE BLANKET, OR THAT REMAIN DEVOID OF GRASS SHALL BE REPAIRED, RESEEDED AND MULCHED AND THE EROSION CONTROL BLANKET REINSTALLED.

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

SILT FENCE RESIDENTIAL

SF

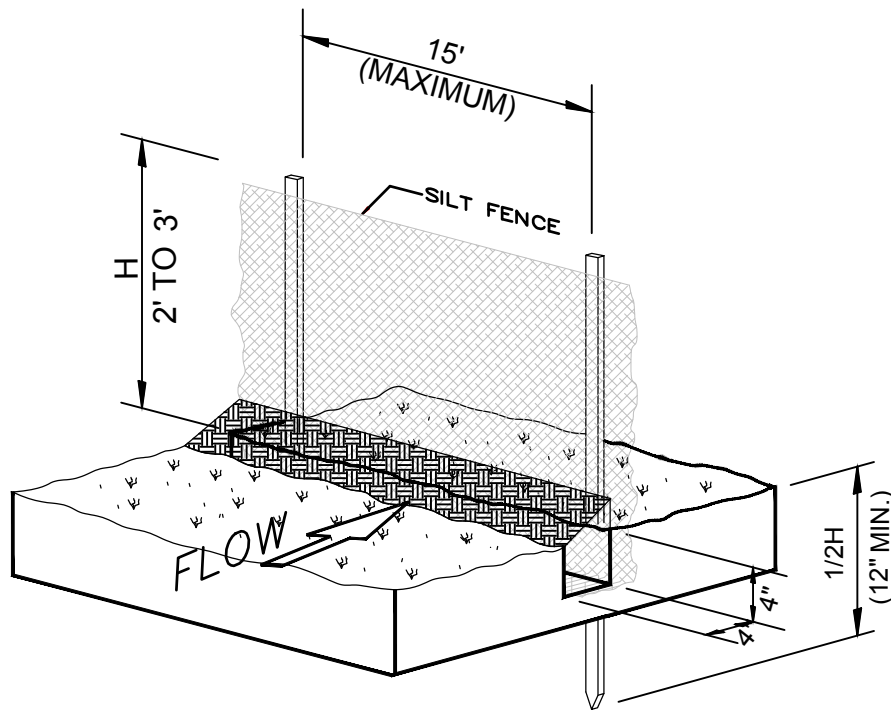


NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AS DIRECTED BY LOCAL JURISDICTION

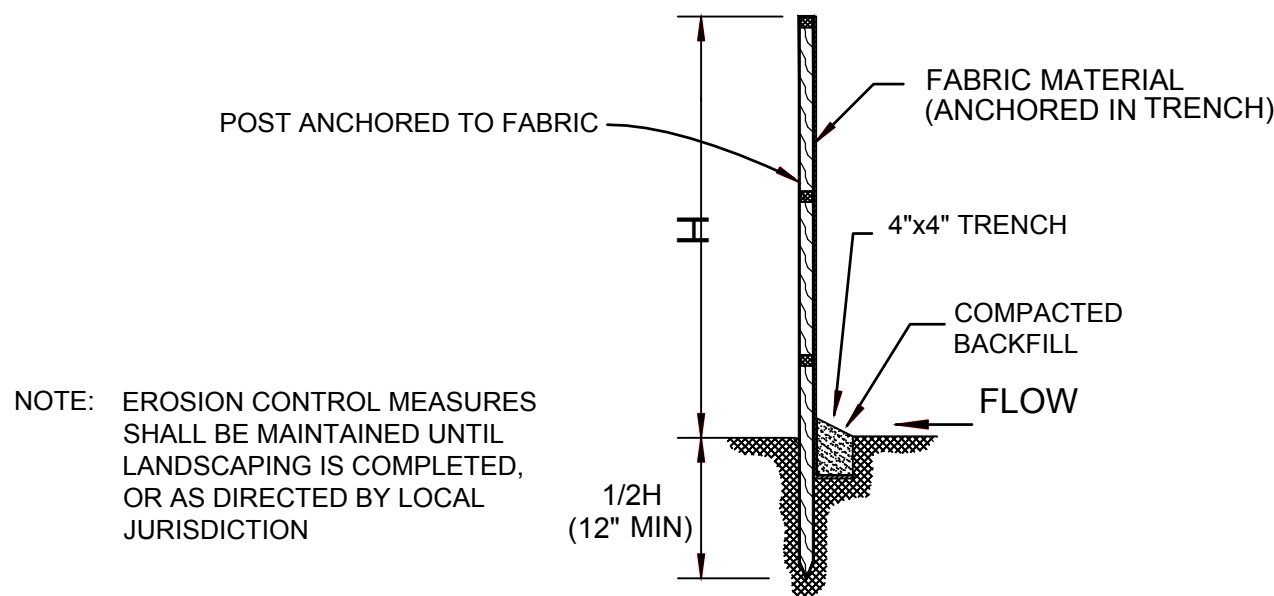
SILT FENCE BARRIER
RESIDENTIAL INSTALATION

SILT FENCE
INSTALLATION

SF

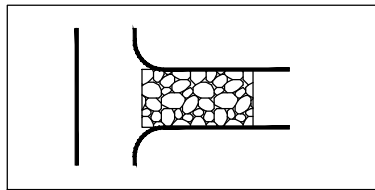


SILT FENCE INSTALLATION
-NTS-



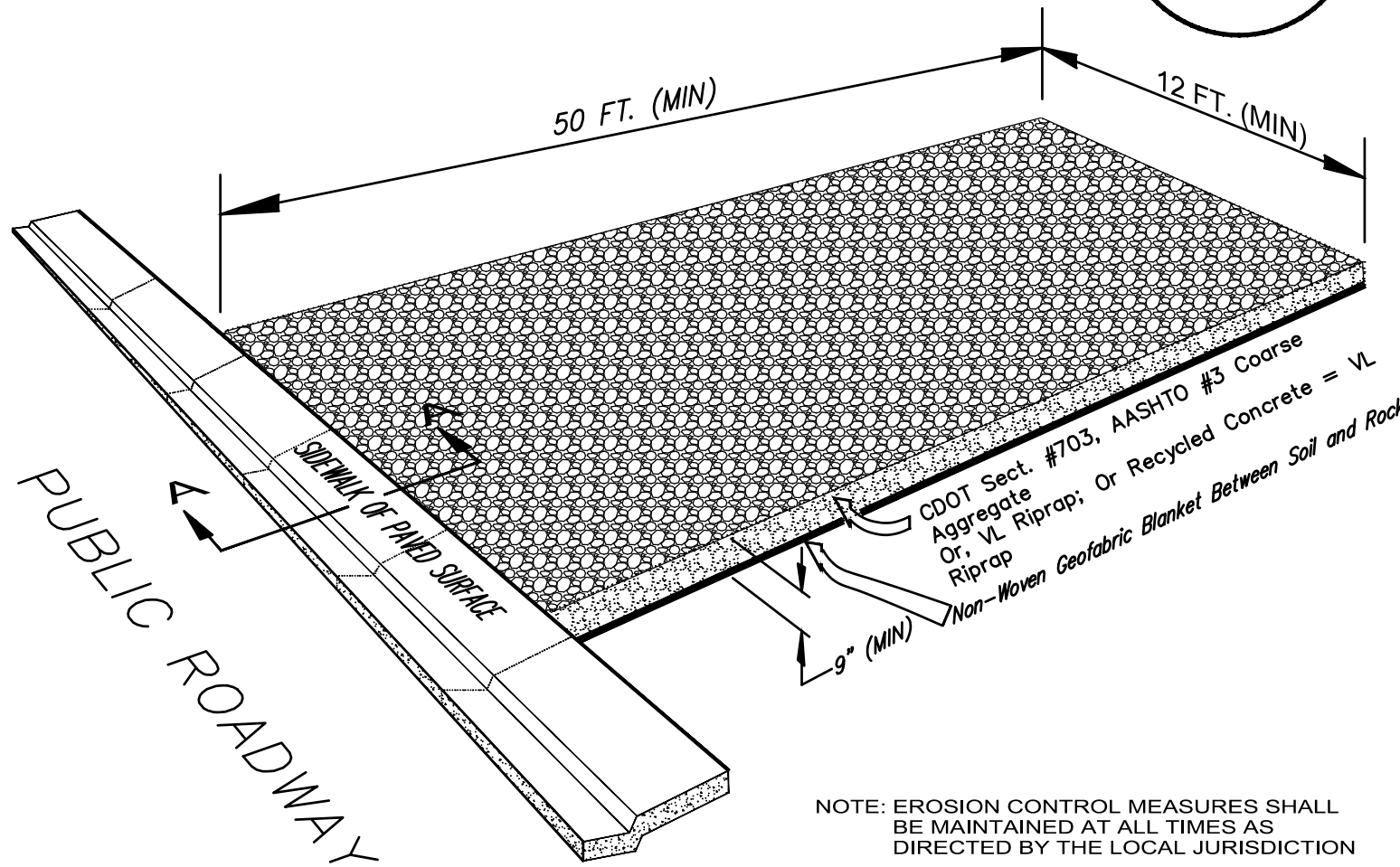
NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL LANDSCAPING IS COMPLETED, OR AS DIRECTED BY LOCAL JURISDICTION

SECTION
-NTS-

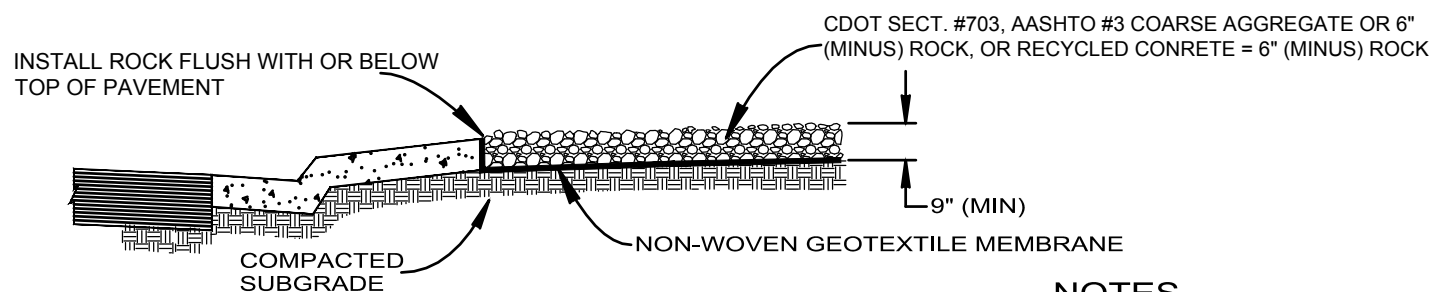


TEMPORARY VEHICLE
TRACKING CONTROL

VTC



NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AS DIRECTED BY THE LOCAL JURISDICTION

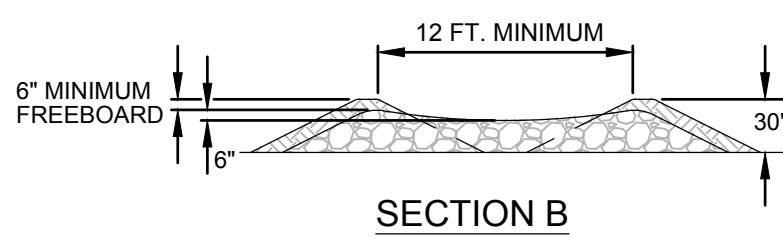
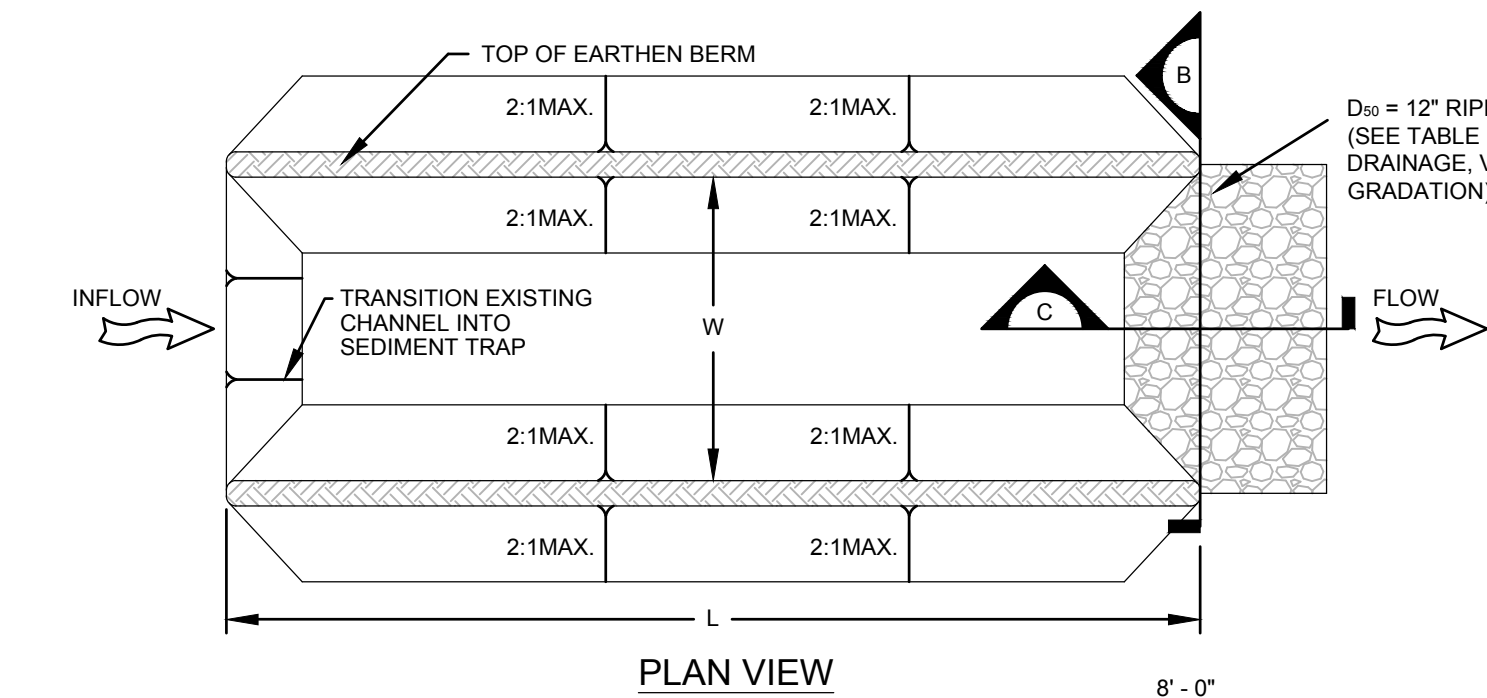


SECTION A-A
-NTS-

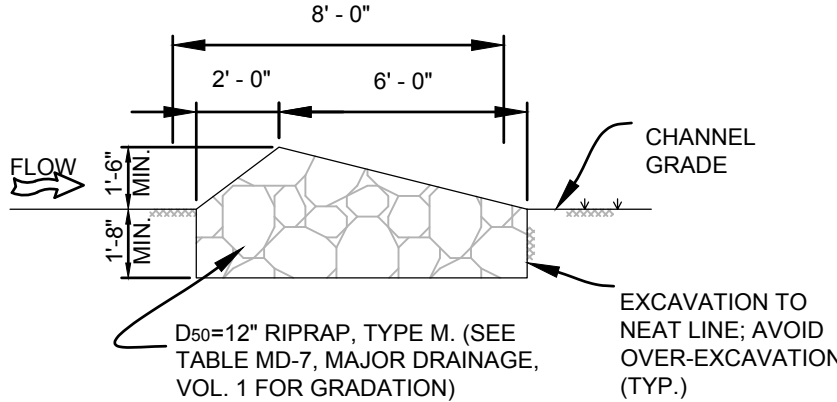
- NOTES
1. ALL ROCK TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
 2. PUBLIC ROADWAY TO BE KEPT CLEAN AND FREE OF MUD, DIRT AND DEBRIS AT ALL TIMES.

SEDIMENT TRAP

ST



SECTION B



SECTION C

SEDIMENT TRAP INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION, LENGTH AND WIDTH OF SEDIMENT TRAP.
2. SEDIMENT TRAPS INDICATED ON INITIAL GESC PLAN SHALL BE INSTALLED PRIOR TO ANY LAND-DISTURBING ACTIVITIES.
3. SEDIMENT TRAP BERM SHALL BE CONSTRUCTED FROM MATERIAL FROM EXCAVATION. THE BERM SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D698.
4. RIPRAP OUTLET SHALL BE CONSTRUCTED WITH D₅₀ = 12" RIPRAP (TYPE M, SEE TABLE MD-7, MAJOR DRAINAGE, VOL. 1 FOR GRADATION) WITH A MINIMUM OVERFLOW OF 6".
5. THE TOP OF THE EARTHEN BERM SHALL BE A MINIMUM OF 6" HIGHER THAN THE TOP OF THE RIPRAP OUTLET STRUCTURE.
6. THE ENDS OF THE RIPRAP OUTLET STRUCTURE SHALL BE MINIMUM OF 6" HIGHER THAN THE CENTER OF THE OUTLET STRUCTURE.

SEDIMENT TRAP MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT SEDIMENT TRAPS WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
2. SEDIMENT ACCUMULATED UPSTREAM OF RIPRAP SHALL BE REMOVED WHEN THE UPSTREAM DEPTH IS WITHIN 1/2 THE HEIGHT OF THE RIPRAP OUTLET STRUCTURE.
3. SEDIMENT TRAPS SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVERAGE IS APPROVED BY THE LOCAL JURISDICTION.
4. WHEN SEDIMENT TRAPS ARE REMOVED THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, DRILLED SEEDED AND CRIMP MULCHED OR STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

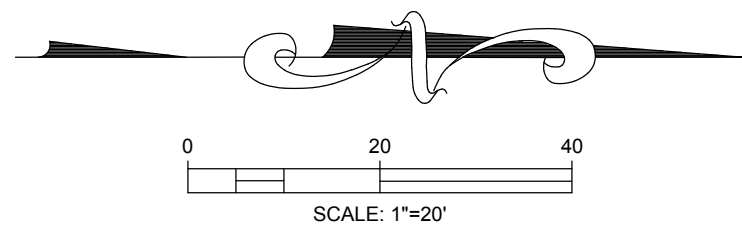
DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

SWMP
DETAILS
2

Sheet:

C.322



PROPOSED UTILITY LINE KEY:

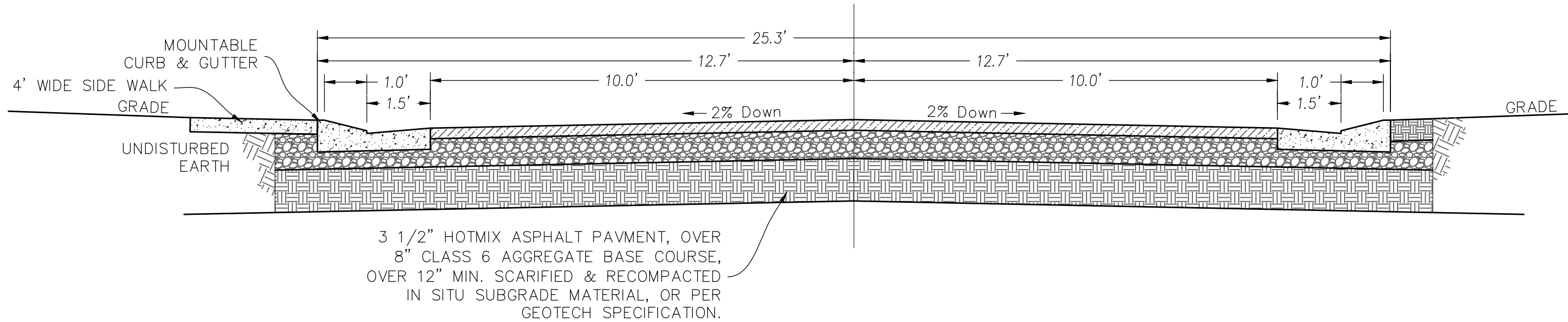
WATER ————— W —————
SEWER ————— S —————

PROPOSED UTILITY SYMBOL KEY:

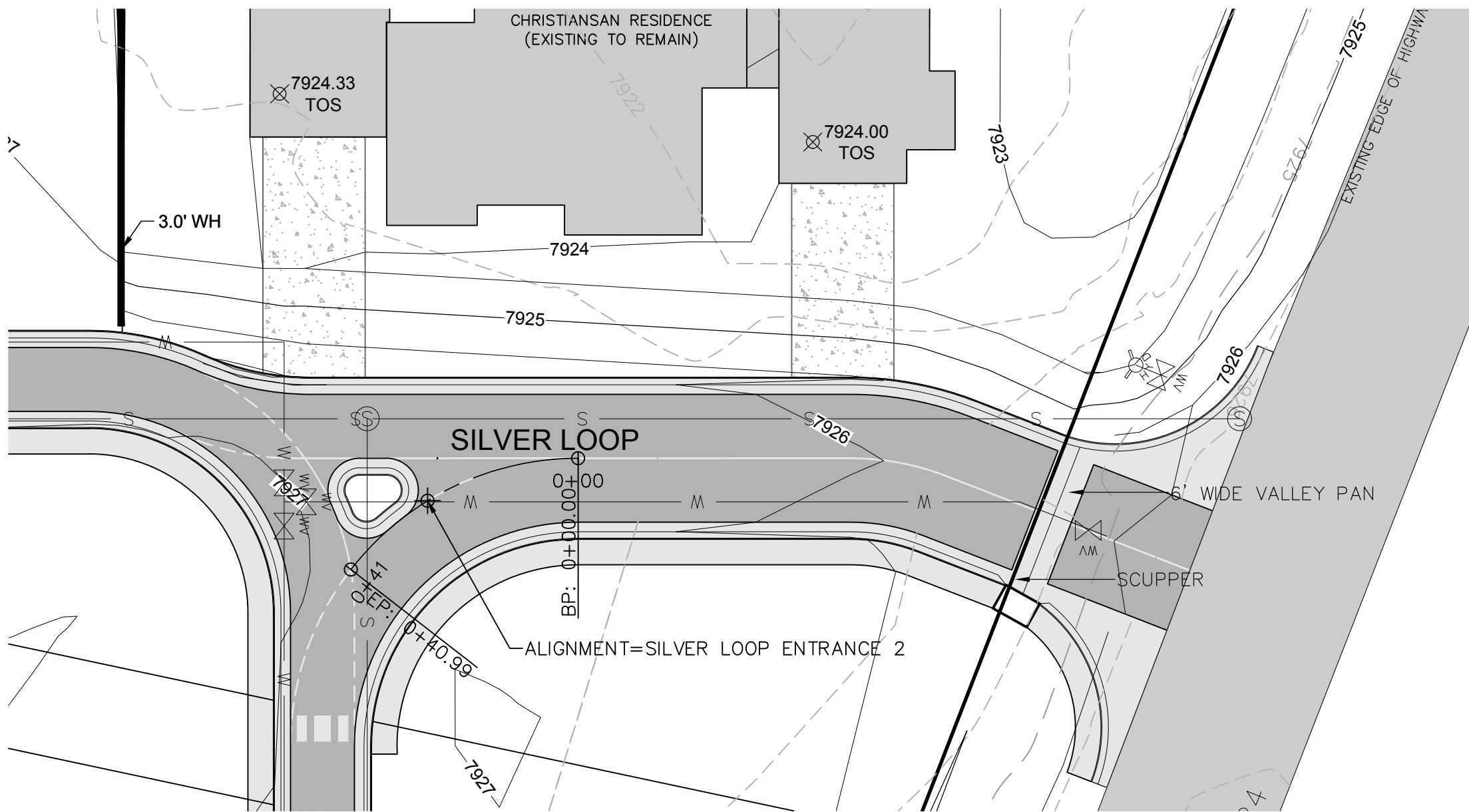
WV WATER VALVE
FH FIRE HYDRANT
WB WATER KICKBLOCK
WJR WATER JOINT RESTRAINT
SM SEWER MANHOLE

CONTOUR LEGEND:

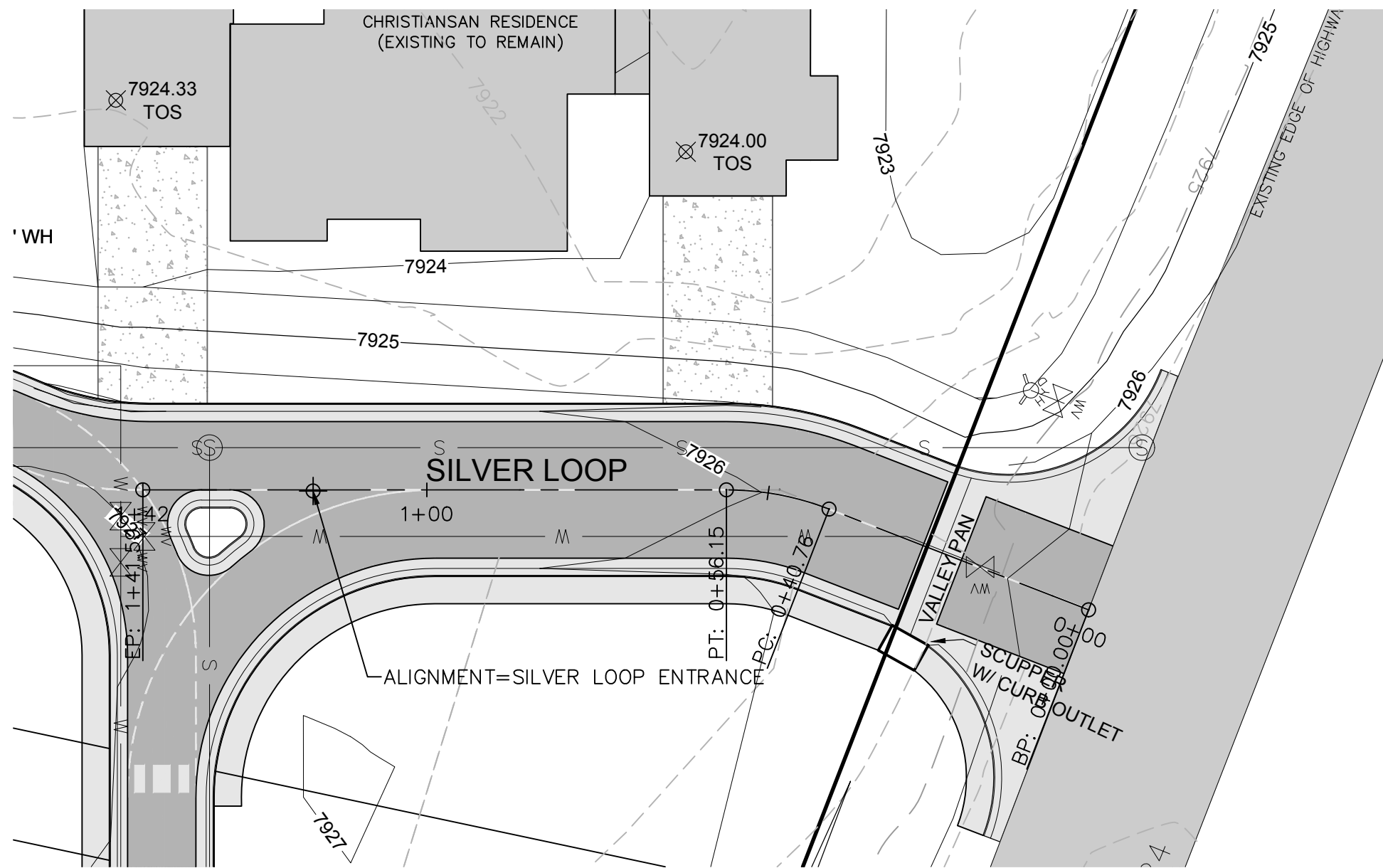
EXISTING 1' CONTOUR - - - - - 7929
EXISTING 5' CONTOUR - - - - - 7930
PROPOSED 1' CONTOUR ————— 7929
PROPOSED 5' CONTOUR ————— 7930



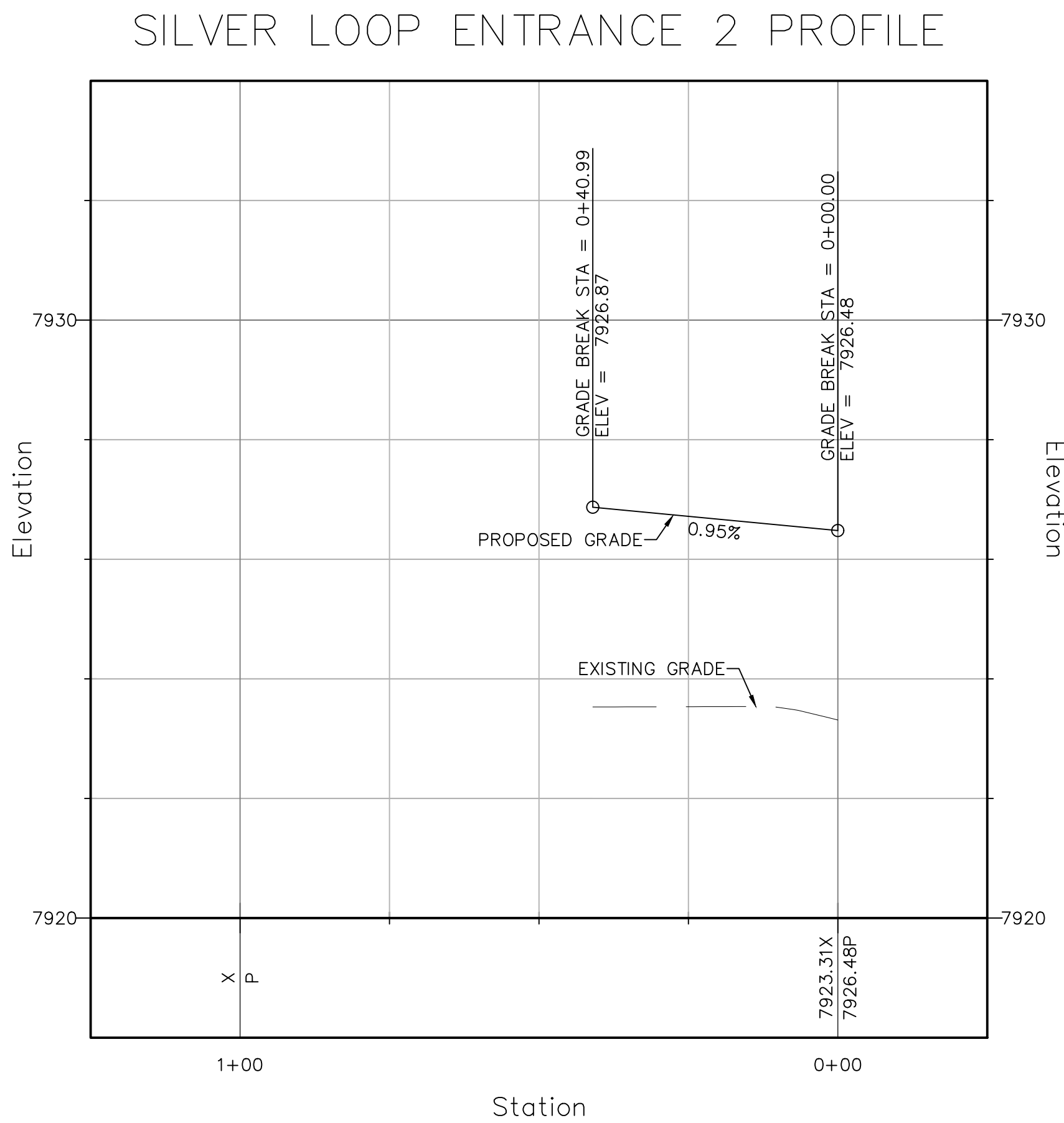
SILVER LOOP ENTRANCE ROAD SECTION
BEGIN TO END



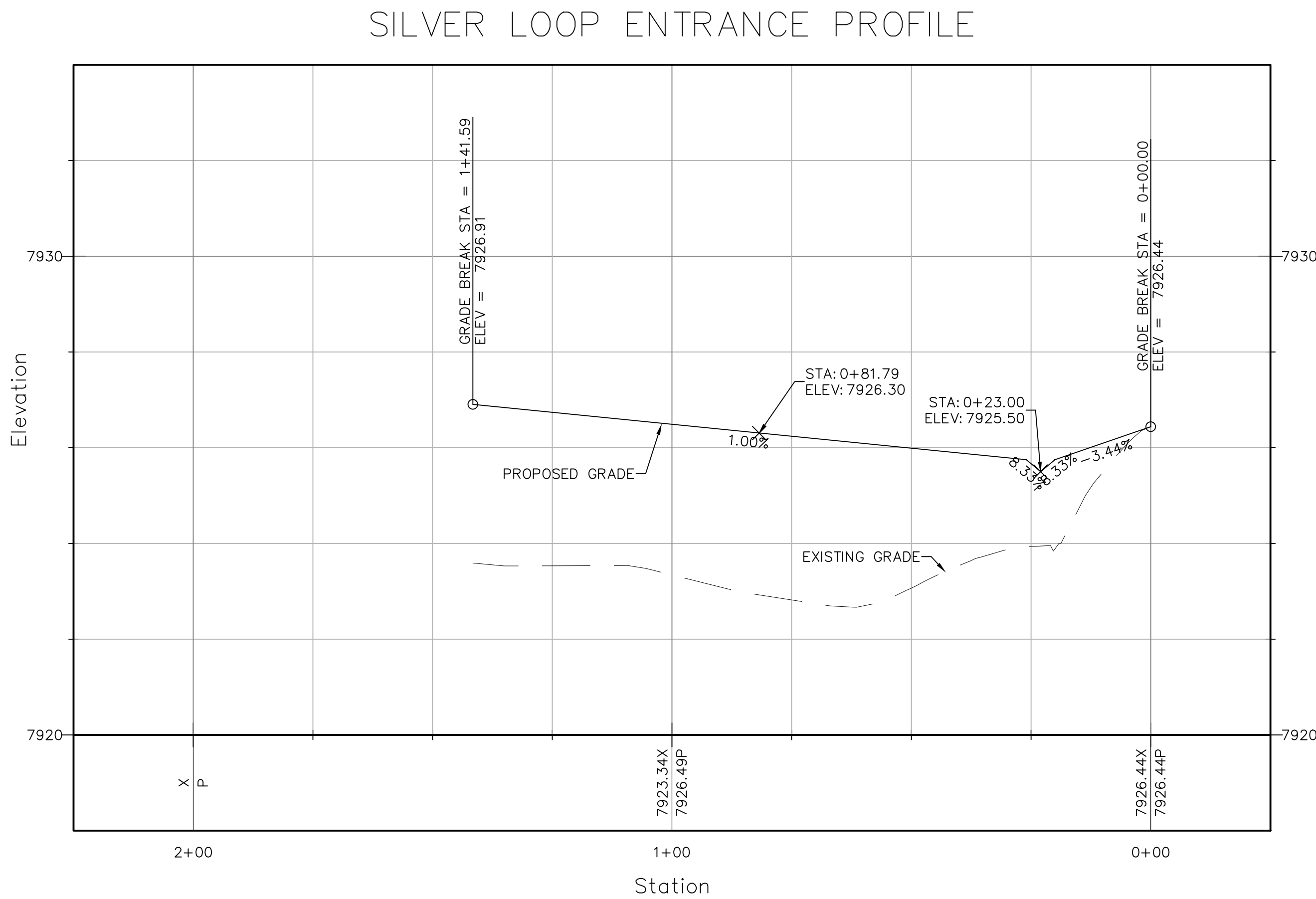
SILVER LOOP ENTRANCE 2 PLAN



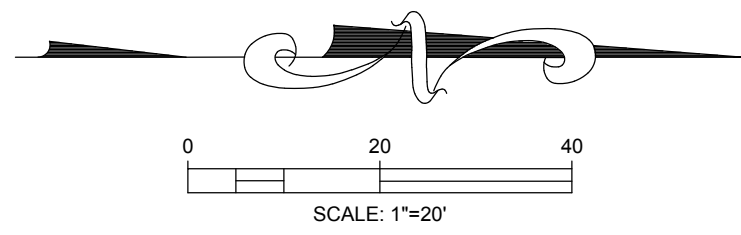
SILVER LOOP ENTRANCE PLAN



SILVER LOOP ENTRANCE 2 PROFILE



SILVER LOOP ENTRANCE PROFILE



PROPOSED UTILITY LINE KEY:

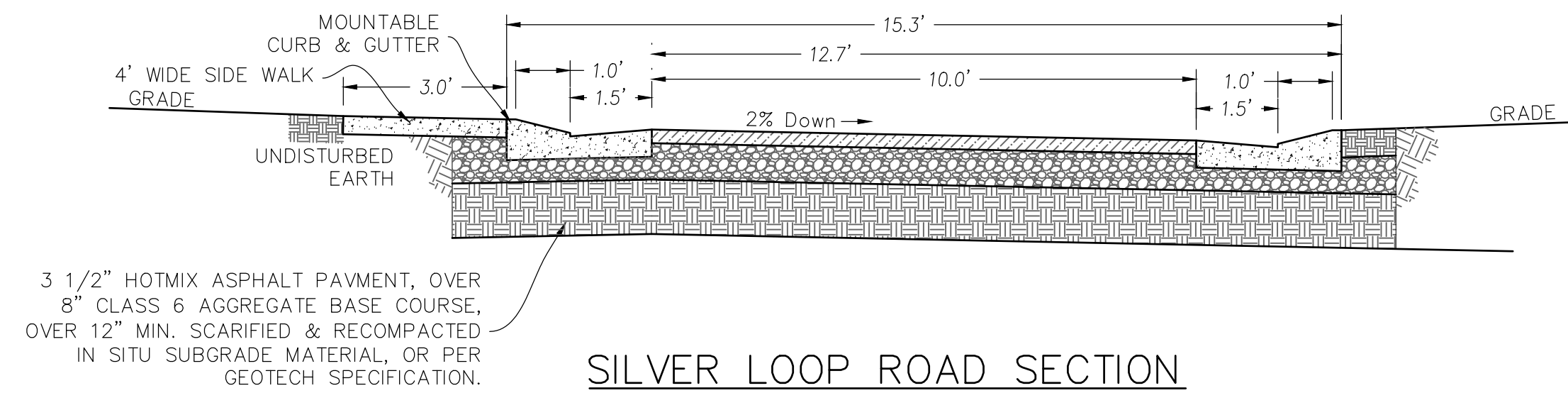
WATER ——— W ———
SEWER ——— S ———

PROPOSED UTILITY SYMBOL KEY:

WV WATER VALVE
FH FIRE HYDRANT
WK WATER KICKBLOCK
WJR WATER JOINT RESTRAINT
SM SEWER MANHOLE

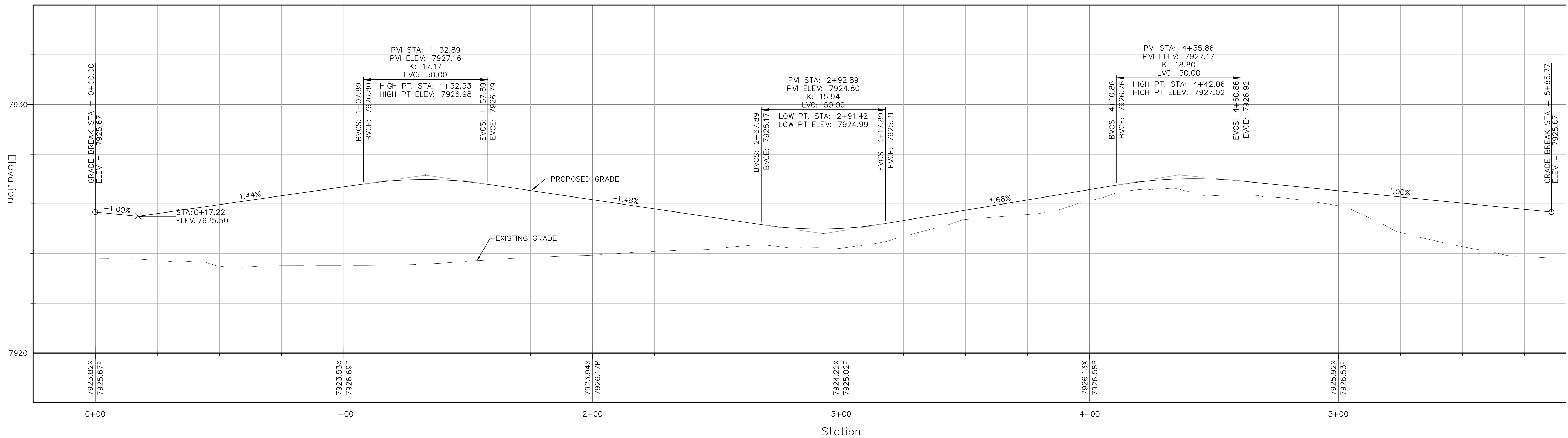
CONTOUR LEGEND:

EXISTING 1' CONTOUR - - - - - 7929
EXISTING 5' CONTOUR - - - - - 7930
PROPOSED 1' CONTOUR ——— 7929
PROPOSED 5' CONTOUR ——— 7930



SILVER LOOP ROAD SECTION
STA. BEGIN TO END

SILVER LOOP PROFILE



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CHECKED BY: DJA

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

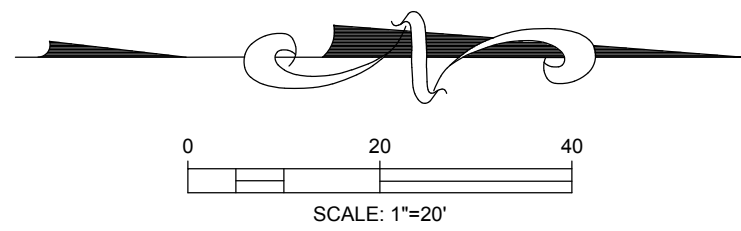
NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:
ROAD P & P
SILVER LOOP

Sheet:

C.401



PROPOSED UTILITY LINE KEY:

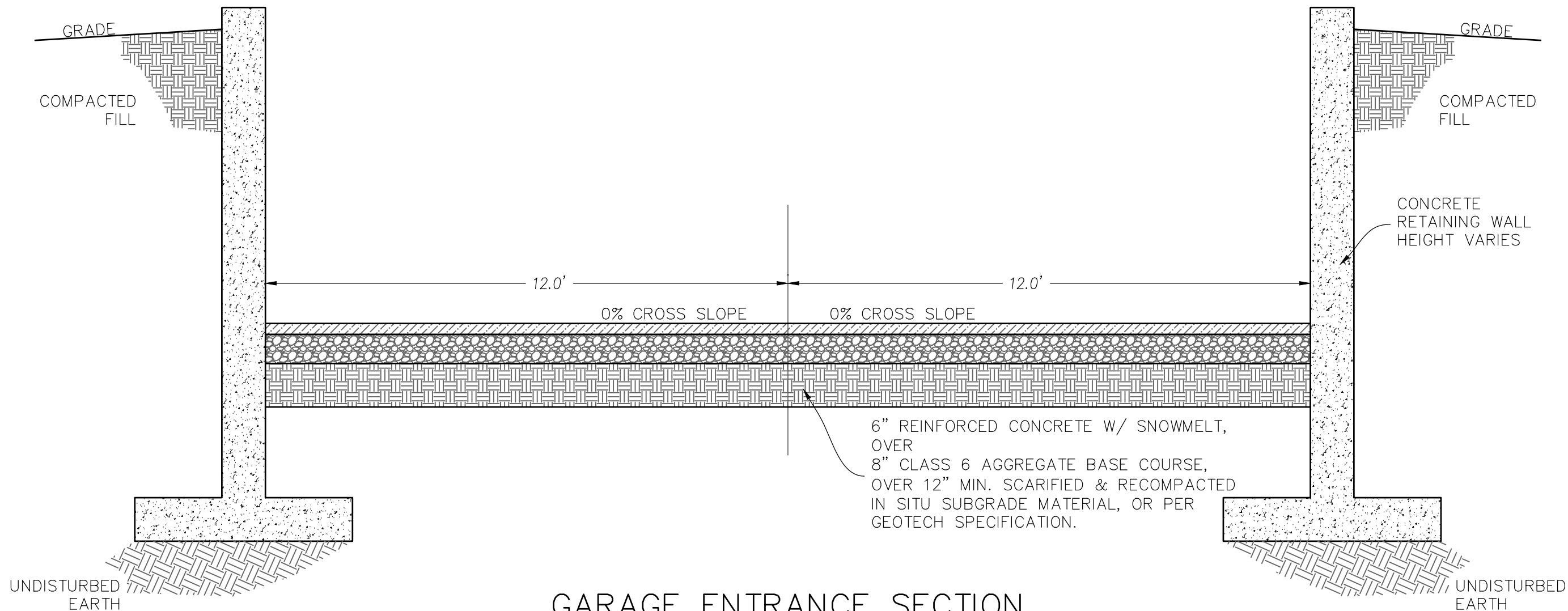
WATER ————— W —————
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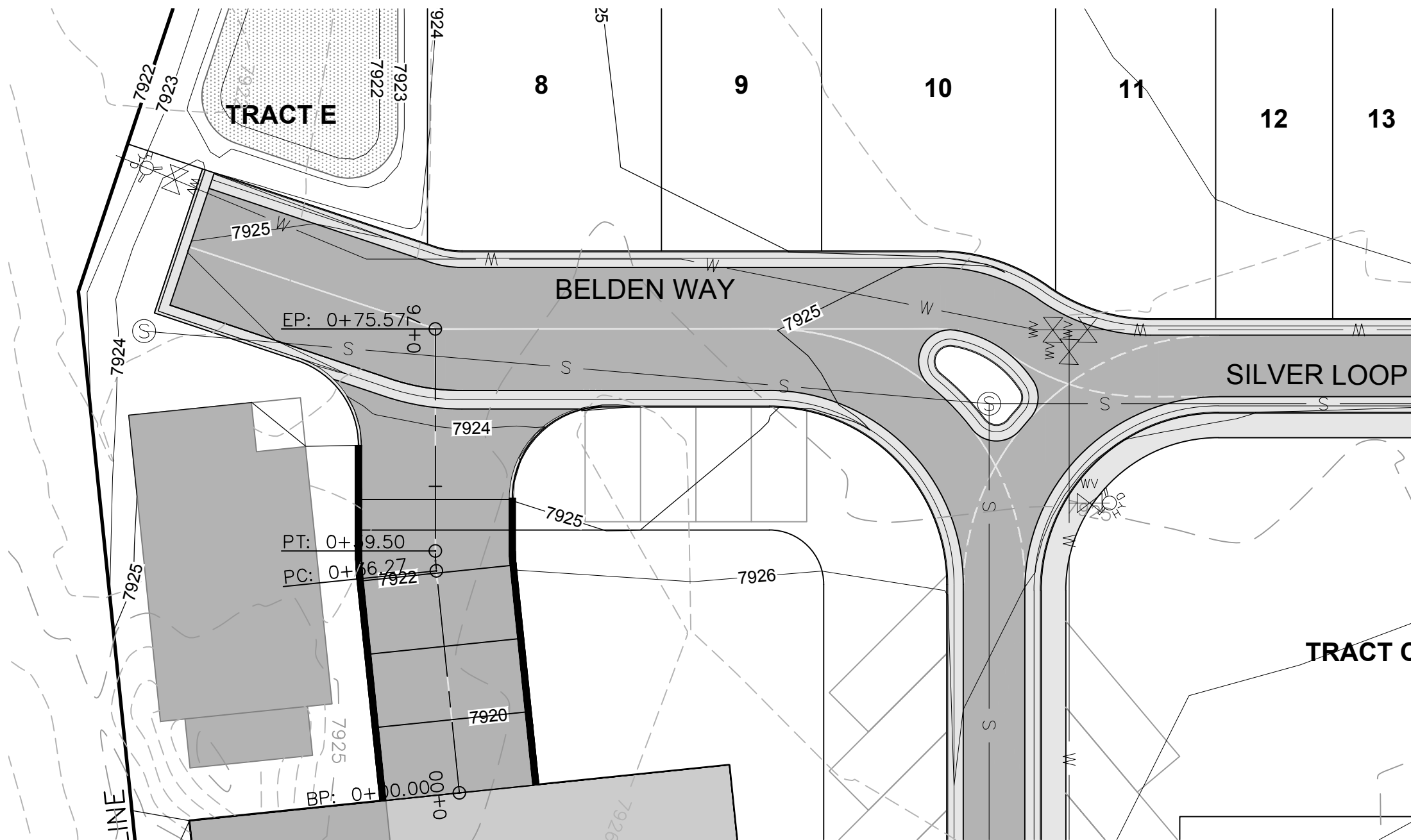
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EXISTING 5' CONTOUR — — — — — 7930 — — — — —
PROPOSED 1' CONTOUR ————— 7929 —————
PROPOSED 5' CONTOUR ————— 7930 —————



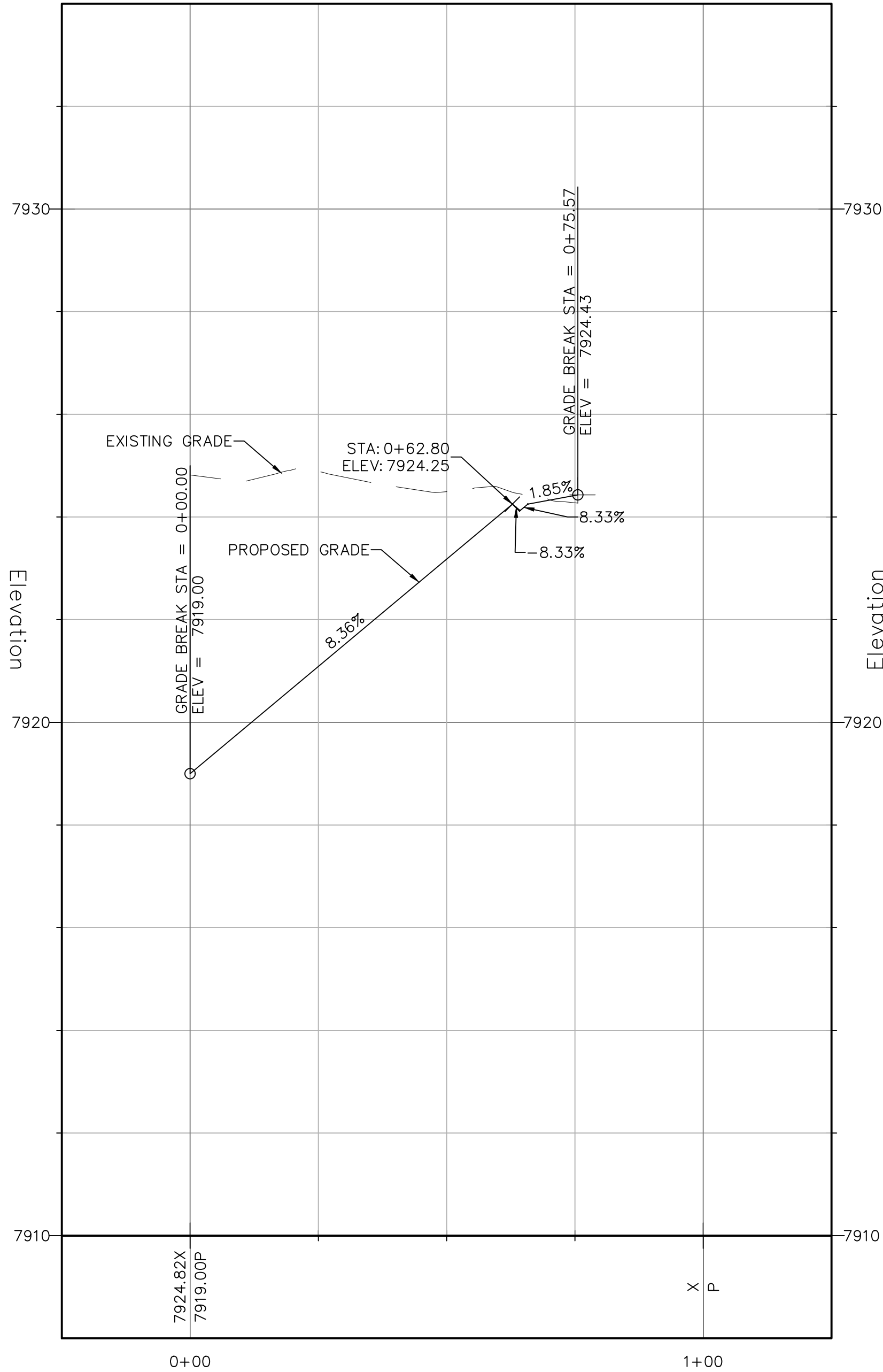
GARAGE ENTRANCE SECTION

STA. BEGIN TO END



GARAGE ENTRANCE PLAN

GARAGE ENTRANCE PROFILE



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ENGINEERING LLC
CIVIL STRUCTURAL



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South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

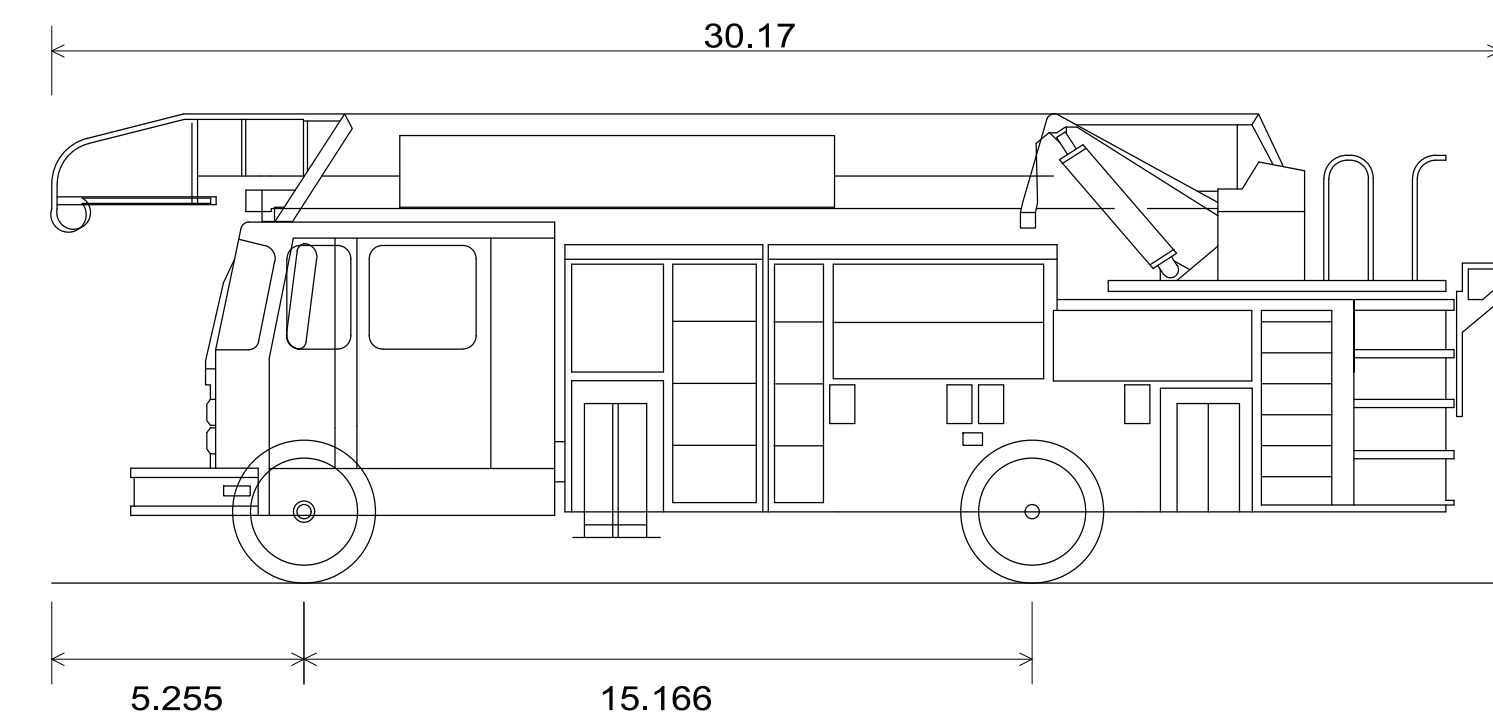
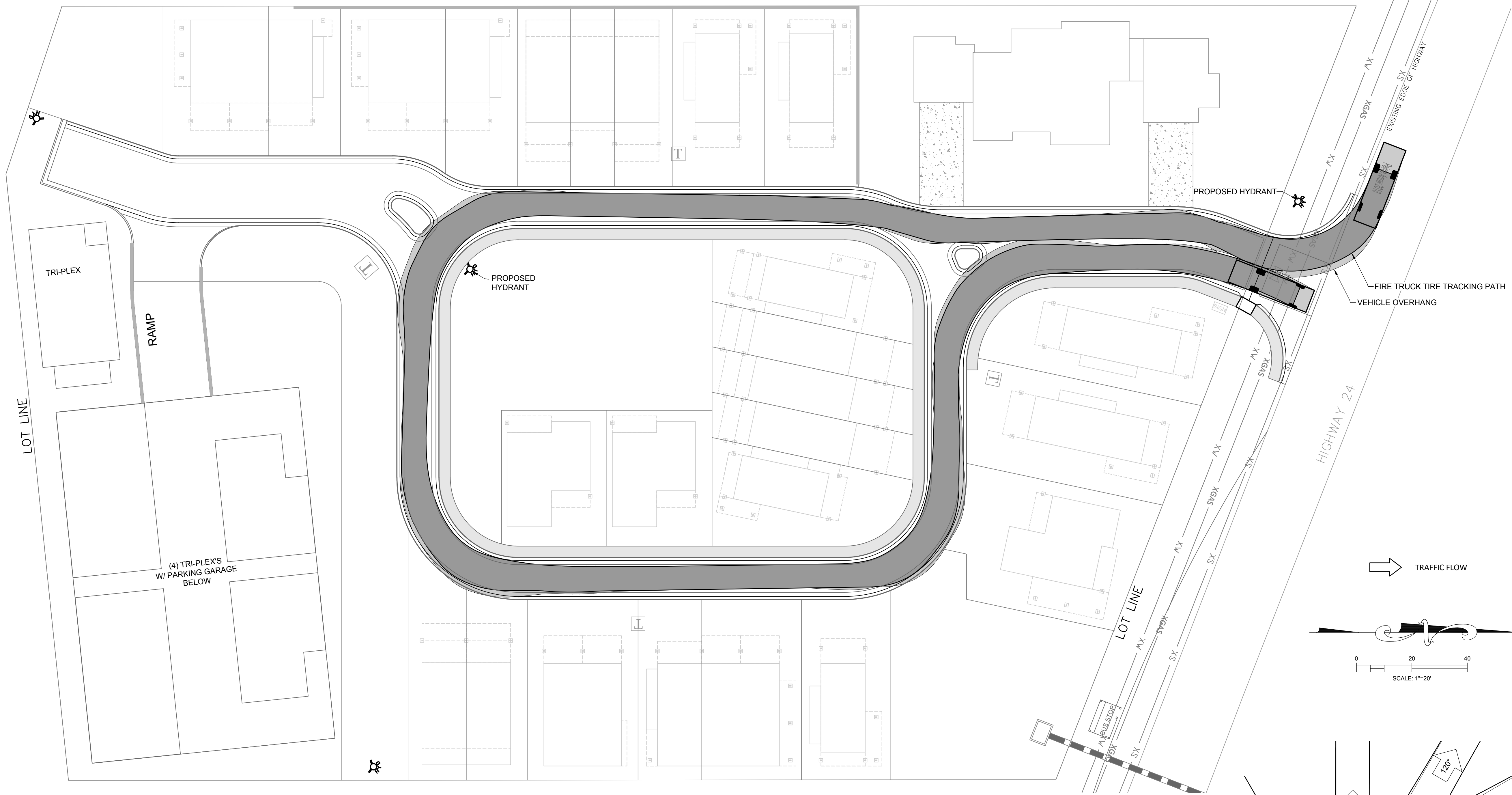
NOT FOR
CONSTRUCTION

DATE	REVISION
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4/12/21	PP Revision Resubmittal

Title:
ROAD P & P
GARAGE
ENTRANCE

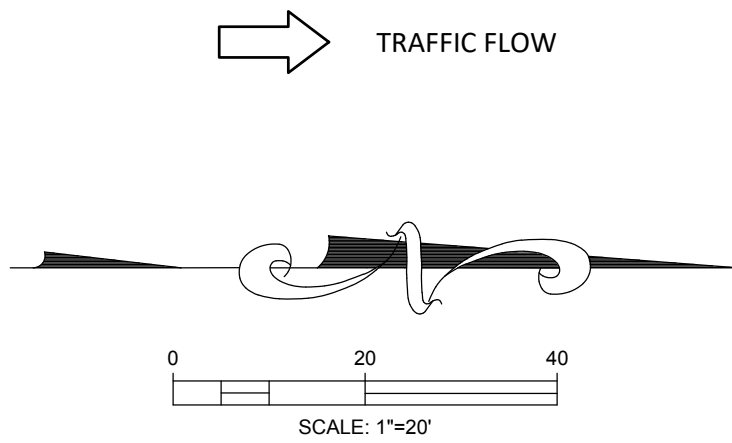
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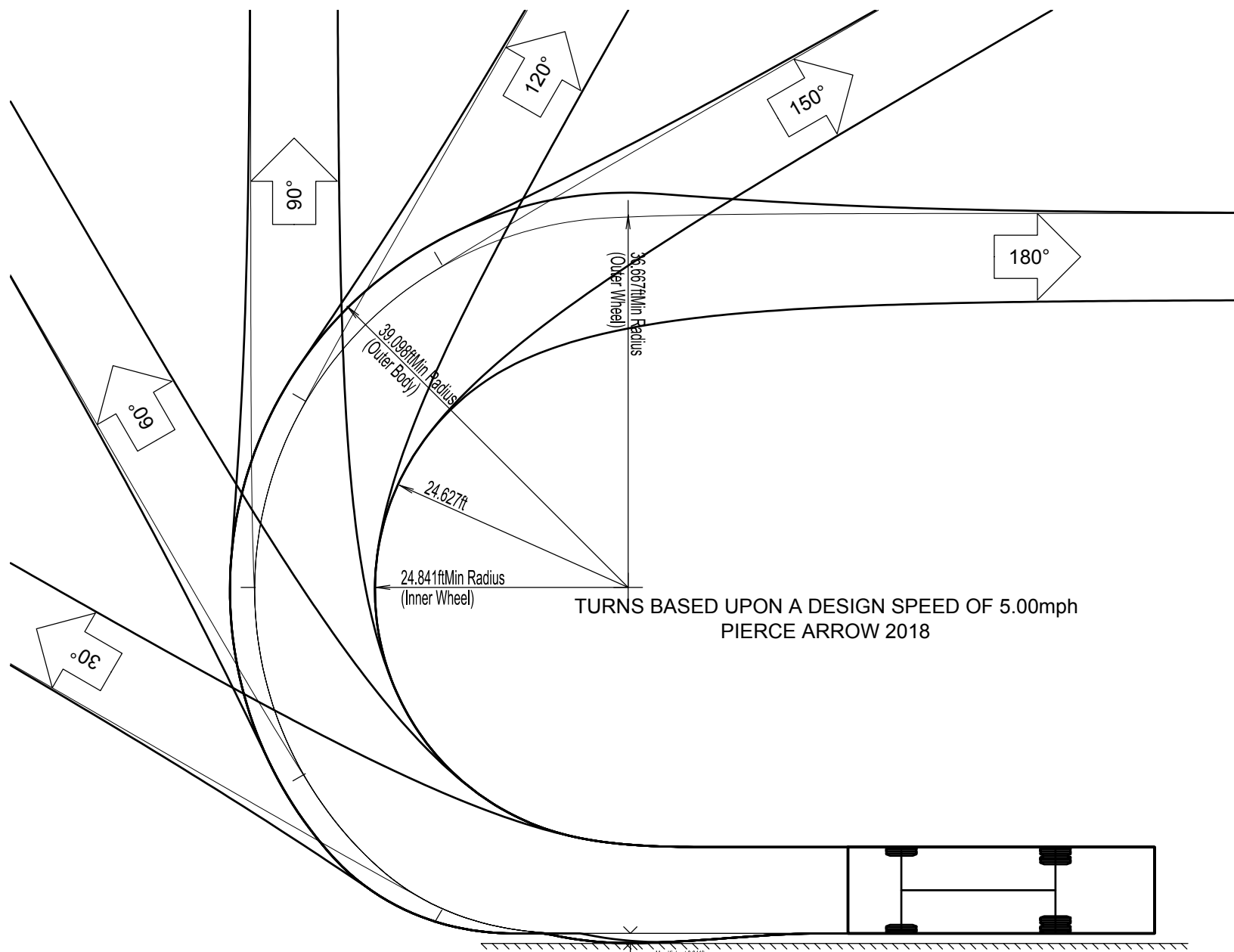


DESIGN VEHICLE

Pierce Arrow 2018
Overall Length 30.170ft
Overall Width 8.499ft
Overall Body Height 9.771ft
Min Body Ground Clearance 0.950ft
Track Width 8.500ft
Lock-to-lock time 5.00s
Curb to Curb Turning Radius 36.667ft



TRAFFIC FLOW



TURN TEMPLATE

Don / KRA

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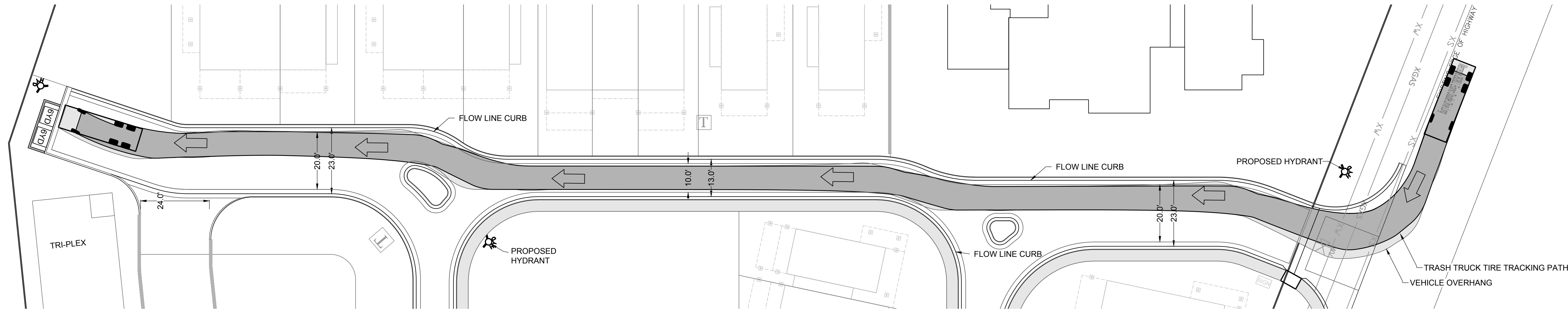
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

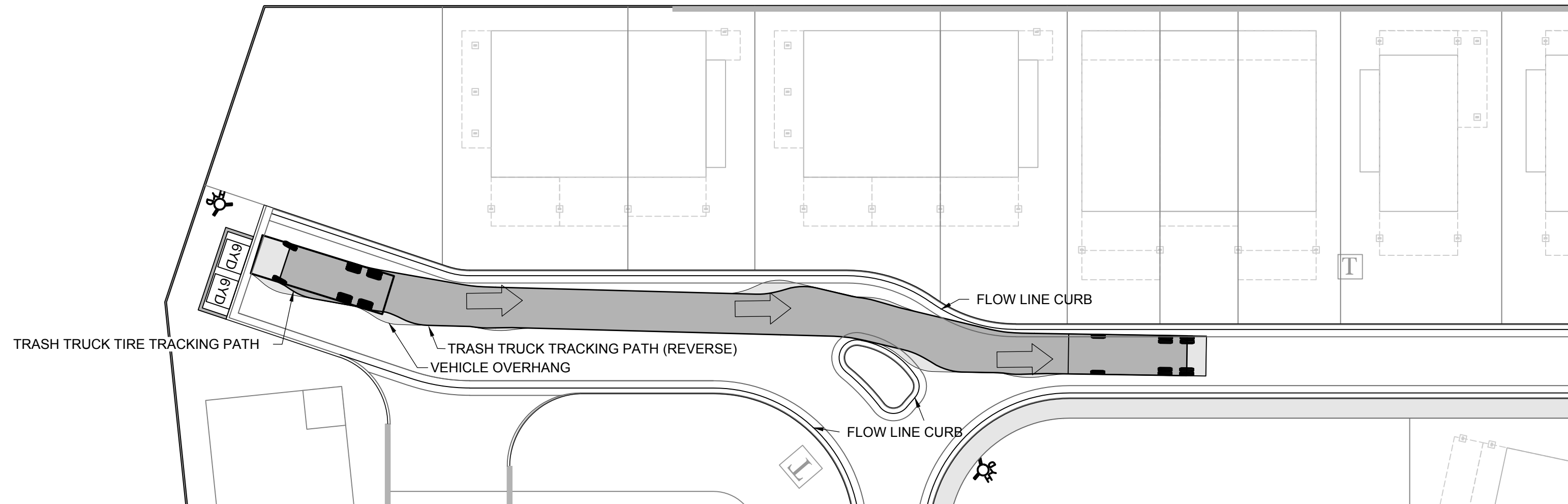
DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:
**TURNING
MOVEMENTS
FIRE TRUCK**

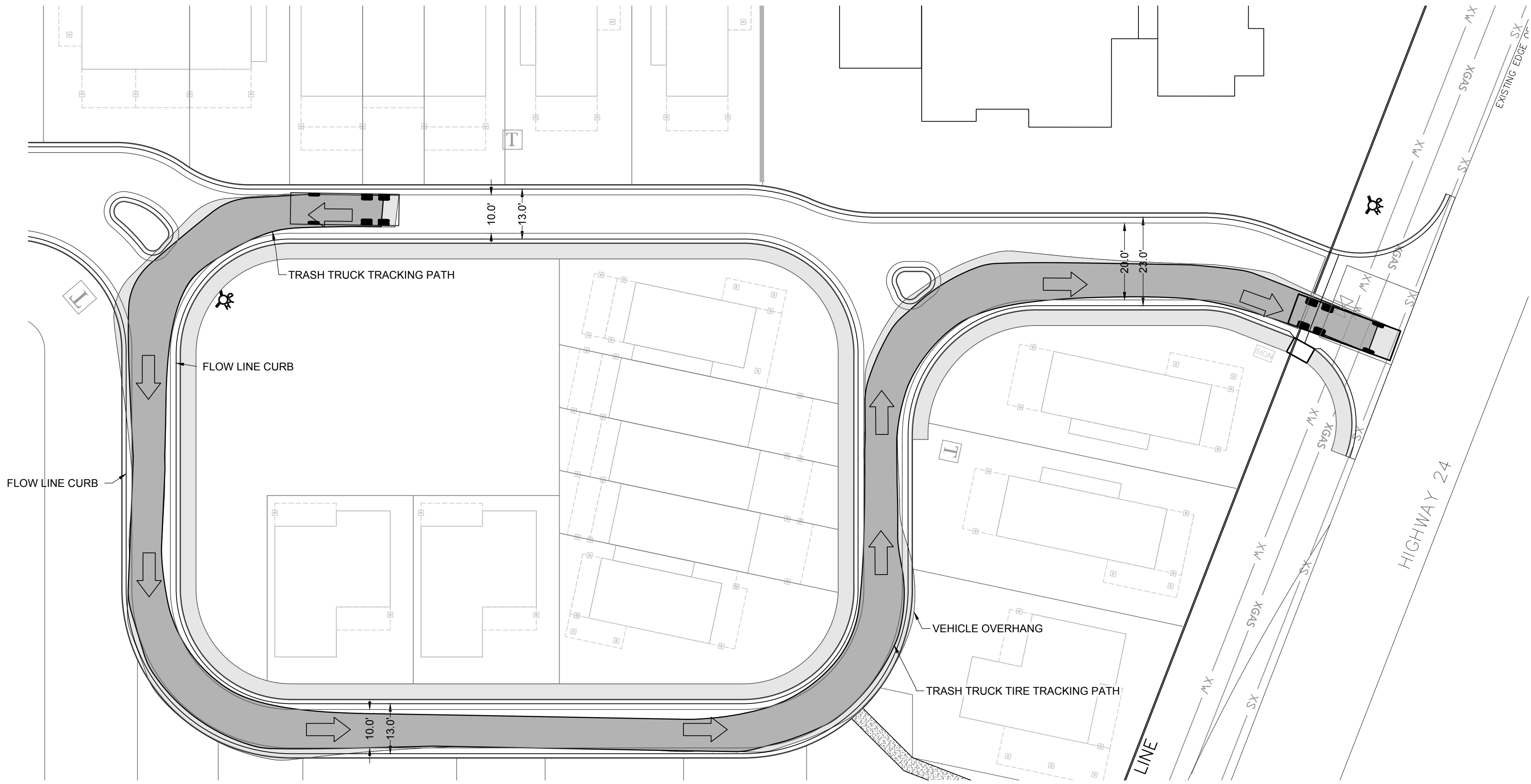
Sheet:



TRASH TRUCK TURN MOVEMENT 1



TRASH TRUCK TURN MOVEMENT 2



TRASH TRUCK TURN MOVEMENT 3

TIMBERLINE
ENGINEERING, INC.
CIVIL STRUCTURAL

PO Box 842
Carbondale, Colorado 81623-0842
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timberlineengineering@gmail.com



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DATE	REVISION
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4/12/21	PP Revision Resubmittal

Title:
**TURNING
MOVEMENTS
TRASH TRUCK**

Sheet:

C.405

WATER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTIN SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

SECTION 1 - DISTRIBUTION SYSTEM DESIGN AND LAYOUT

1.01 - Fire Protection

The number and location of fire hydrants in a given area must be approved by the Eagle River Fire Protection District. Fire hydrant branch lines shall be set at right angles to street mains. The fire hydrant shall be set at the end of the branch line and shall face the direction as dictated per the Eagle River Fire Protection District. No horizontal bends or offsets shall be used in installing fire hydrant branch lines unless approved by the Eagle River Fire Protection District. Under no circumstances shall any size or manner of tap be made on a fire hydrant branch line between the hydrant and hydrant valve. The maximum length of 6-inch main line shall not exceed 50 feet. All fire hydrant valves shall be attached to the tee off of the main line. A fire hydrant shall be installed at the end of all dead end water mains. The Applicant shall install an approved fire hydrant marker on all fire hydrants. The Applicant shall perform all fire hydrant "flow tests." Results of flow tests shall be provided to the Town and to the Eagle River Fire Protection District. All costs associated with the "flow test" shall be borne by the Applicant. The Town shall witness and oversee the "flow test" in conjunction with other appropriate governmental agencies.

1.02 - Layout of the Distribution System

A. Fire Hydrants: Fire hydrant depths shall be 7-feet to 9.5-feet. All fire hydrants will be installed within dedicated streets, right-of-ways, or easements as herein above defined. Fire hydrants shall be installed at locations approved by the Eagle River Fire Protection District and at the end of all dead-end line extensions.

SECTION 2 - MATERIAL SPECIFICATIONS

2.01 - Pipe and Fittings

All pipe and fittings used in the Town's System shall meet or exceed the latest AWWA Specifications and follow the guideline lines set forth below:

A. Tapping Sleeves: Wet taps shall only be made with the use of a tapping sleeve. The Town will allow epoxy-coated Mueller H304 (250 psi working pressure) or equivalent. No tapping sleeves will be allowed for any application with a working pressure of 150 psi or higher. For those applications where working pressure exceeds 150 psi, the Town will require the use of a tee.

2.02 - Fire Hydrants

A. Fire Hydrants: Fire hydrants shall be Mueller Centurion A423 Mountain Hydrant, which conforms to AWWA Standard C502 with a working pressure of 250 psi. They also shall be six-inch (6") mechanical joint inlet, minimum 5¼ inches, compression-type main valve that closes with pressure, two 2¼-inch hose nozzles, one 4½-inch pump nozzle, nozzle threads ANSI B26. Nozzles must be easily replaceable in the field with standard tools. Operating and cap nuts must be ½-inch, Number 17 National Standard hex main valve that open to the left. An arrow cast on top of hydrant shall indicate direction of opening. There shall be a breakable section that permits clean break at or near ground level, preventing water loss in case of breakage. Working parts must be removable for maintenance or repair without excavation. Also required are operating mechanism non-wetting, oil reservoir lubricated, with O-ring seals and barrel drain bronze mounted with at least two (2) outlets, which operate automatically with main valve. Fire hydrants must be installed at the end of all main lines. Finish grade around the fire hydrant shall be a minimum of six inches (6") to a maximum of twelve inches (12") below the flange for the final grade and paving inspection.

B. Fire Hydrant Extension Sections: New Installations: Defined as new main extensions throughout the one-year (1) warranty period. All new installations shall be installed at the standard 7-foot to 9.5-foot of cover measured from the top of the pipe to finish grade. All fire hydrants shall consist of a single solid shaft. No fire hydrant extensions will be allowed. Any special circumstance will require written approval from the Town prior to installation. Existing Fire Hydrants: No more than one (1), two-foot (2') long, fire hydrant grade extension (extension section) shall be used or installed on fire hydrant assemblies. All hydrants shall be installed with a guard valve to isolate the hydrant for repair while maintaining service to main. No service line taps will be allowed between the guard valve and hydrant. Guard valves shall be installed on the tee off of the water main. The maximum distance from the guard valve to the fire hydrant shall not exceed fifty feet (50'). Fire hydrants shall be installed at the end of all dead-end mains.

C. Fire Hydrant Marker Flags: The Applicant shall purchase and install fire hydrant marker flags for all newly constructed fire hydrants. The required flag is a Nordic Flex Flag, FF2-72 inches.D. Fire Hydrant Depth of Bury: Fire hydrant depth of bury will conform to Manufacturer's requirements.

2.03 - Service Lines

The following represents the requirements for service line construction:

- A. Copper Tubing: Copper Tubing Shall be Type K, soft copper. Connections are to be compression or silver-soldered.
- B. Corporation Stops: Mueller 300 Ball Valve Number B-25008 or B25028, AWWA C800 constructed of all brass construction with compression connection. McDonald Number 4701 BT, AWWA C800.
- Ford cc/comp FB-1000-G
- Ford IPS/Comp FB-1100-G
- C. Curb Stops: Mueller 300 Ball Curb Valve No. B25209, Ford B44, or McDonald 6100 T. Curb stops must have compression end connections, AWWA C800.
- D. Curb Boxes: For curb stops up to 1": Mueller H10314 with 89982 lid or McDonald 5601 with 5601L lid. For curb stops larger than 1": Mueller H10314 with 89982 lid and Tyler 6500 Series Enlarged Base #144809 or McDonald 5603 with 5601L lid. Shaft diameter shall be 1" and the top of the shaft shall be a minimum of 18" from final grade and lid.
- E. Saddles: Ductile Iron Saddle: Mueller DE2A, JCM-402, Smith & Blair 313, Ford F202, McDonald 3825, 3826 or equal and approved by the District. The saddle must have a double flat strap design with ductile iron body. Said saddle must conform to AWWA C800.
- F. Turn-On/Turn-Off of Service: All routine turn-on and turn-off of water service at a curbstop shall be performed only by Town personnel. During emergencies, a customer may turn-off the water service at the curb stop valve. The Town shall be notified of the turn-off and the circumstances at the earliest time. Only Town personnel shall turn-on the water service.
- G. Repair of Service Line: Leaks, breaks and general maintenance of the water service line shall be the responsibility of the customer. The customer shall be given notice by first- class mail, that the water service line is defective and in need of repair. Customer shall institute repair or maintenance immediately. If satisfactory progress toward repairing the service line has not been completed in a timely manner or the Town determines that environmental or property damage is being caused, the Town shall shut off the water service until the service line has been repaired. In addition, the Town shall have the right to affect the repair, and the costs therefore shall constitute a lien on the property as provided for by C.R.S., 32-1-1001.

2.04 - Granular Bedding

Two types of bedding material are allowed: Screened rock and soil or select imported material, meeting the following gradation specification table:

TABLE 5.01

Sieve Size	Total Percent Passing by Weight	Screened Rock	Soil or Select Import
1½ inch maximum, and maximum of 10% of pipe diameter to ½ inch	100	100	
No. 4	0 to 10	30 to 100	
No. 20	0 to 10	0 to 50	
Minimum compaction requirement			
Tamp to spring line to fill voids below pipe haunches	90% of Standard Proctor placed at ± 3% of Optimum Moisture		

The maximum particle size of pipe bedding should generally not exceed 1½ inches or 10 percent of the nominal pipe diameter, whichever is less. Bedding for small pipe such as service lines should generally have a maximum particle size not exceeding ¾ inch.

Screened rock used for waterline or sewer pipe bedding should be crushed, angular material that meets the requirements of ASTM D 2321, Class IA bedding material. The material should have not more than 10 percent passing the No. 4 (4.75 millimeter) screen, and less than 5 percent passing the No. 200 (75 micrometer) screen. The bedding should be tamped under the haunches of the pipe to spring line. Where future excavation is anticipated, the sloughing properties of screened rock when unconfined should be taken into consideration. The Town may require soil or select import. Where groundwater may be present, the use of screened rock for bedding is prohibited.

Compacted pipe bedding should meet the requirements of ASTM D 2321, Class IB, Class II, or Class III bedding material. The material should have a minimum of 30 percent passing the No. 4 screen and less than 50 percent passing the No. 200 screen. Class 6 aggregate base course per CDOT Table 703.2 conforms to this gradation criteria. The bedding should be compacted to a minimum of 90 percent at +/- 3 percent of optimum moisture content, referencing Standard Proctor (ASTM D698, AASHTO T99). Material containing 10 to 30 percent passing the No. 4 screen can be used with the following considerations: materials in this range can be expected to possess properties similar to screened rock except that compaction will be required and materials in this range may be too free-draining to be testable for compaction by ASTM D698. Flow-fill, a ½ sack (50 pounds) per cubic yard lean concrete mix as defined in the CDOT 1999 Standard Specifications for Road and Bridge Construction, Section 206.02, may be used as bedding where a combination of ease of placement, low permeability, and unconfined stability is desired.

Additional Requirements:

- Bedding materials shall be free of topsoil, organic materials, frozen matter, debris, or other deleterious materials.
- Flow-fill as specified by CDOT 1999 Standard Specifications, Section 206.02, may be used with Town approval.
- Ductile Iron Pipe may be required to be encased in loose polyethylene in conformance with ANSI/AWWA C105/A21.5 installation methods, unless site soils and proposed bedding materials are determined to be non-corrosive to iron pipe when evaluated according to Appendix A of ANSI/AWWA C105/A21.5.
- Materials not meeting these requirements shall be used only with prior written approval of the Town.

In specific areas, such as where access is extremely limited, the use of on-site materials may be allowed, and, when used, must be on-site 1½ inches minus well-graded screened material, free from organic materials, chunks of soil, frozen material, debris, or other suitable materials. Use of on-site bedding material must have prior written Town approval.

2.05 - Marking Tape

The installation of "blue" marking tape is required on all water mains and service lines. The tape shall be installed approximately twenty-four inches (24") above the main or line. The tape shall meet the following specifications:

- 1.Four (4) mil thick PVC material.2.Solid "blue" color with black lettering.3.Six inches (6") in width.

SECTION 3 - PIPE INSTALLATION

3.01 - Fire Hydrants

A. Installation: The location of all hydrants shall be staked. Final location and grade shall be in accordance with the approved drawings. Offset stakes not farther than 12 feet from the fire hydrant are acceptable. All hydrants shall stand plumb. Each hydrant shall be connected to the main by a six-inch (6") branch line. An independent six-inch (6") gate valve shall be installed on the tee off of the water main. It is the intention of the Town to limit the length of the six-inch (6") branch line servicing the fire hydrant to 50 feet. If the length of the branch line extends beyond 50 feet, an eight-inch (8") main with an eight-inch (8") by six-inch (6") concentric reducer shall be used from the main until a point 50 feet from the hydrant is reached. At that point, a six-inch (6") branch line may be extended to the fire hydrant. No service line connections shall be installed between the fire hydrant and the fire hydrant guard valve. No service line connections shall be made on the six-inch (6") branch line servicing the fire hydrant.

B. Anchorage: The shoe of each hydrant shall be well braced against the un-excavated earth at the end of the trench with a concrete thrust block. Care shall be taken not to cover the weep holes with concrete. The bottom of the hydrant bowl and the hydrant valve shall be supported with minimum 18 x 8 x 4-inch precast concrete blocking slabs or a Town approved equal. The hydrant assembly shall require megalug restraints.

C. Drainage: Wherever a hydrant is set, drainage shall be provided at the base of the hydrant by placing approved granular bedding material from the bottom of the trench, to at least 12 inches above the barrel flange of the hydrant, and as shown on the typical fire hydrant detail. The minimum distance from the bottom of the trench to the bottom of the hydrant elbow shall be six inches (6"). The minimum of approved granular bedding material placed therein shall be 1/3 cubic yards D. Clearances: The minimum clearances around all fire hydrants shall be: ten feet (10') in the front, seven feet (7') on the sides, four feet (4') on the back, and 20 feet above.

E. Operation of Fire Hydrant: The required operational position of a fire hydrant is either fully opened or fully closed. The guard valve shall control any restriction of flow. The restriction of flow, through a fire hydrant, by means of the "operating nut" is strictly prohibited.

3.02 - Connection to the Town System

A. Connections: Connections to the Town system shall be in a neat and workmanlike manner. The connection shall be inspected and approved by the Town. Under no circumstances shall a non-disinfected main, which cannot be isolated, be connected to an existing distribution main in service.

B. Tapping Existing Mains: Main Line Connections: Unless otherwise approved by the Town, all main line connections shall be made by means of a tee.

Service Taps/Stubouts: During new main line construction, service line stubouts may only be installed after the required tests have been completed and approved by the Town. Stubouts shall be installed by the main line Contractor. Stubouts shall terminate at the curb stop valve. Curb stop valves shall be installed at the property line or edge of easement. The minimum separation distance between service line taps on the main shall be 18 inches.

The Contractor shall install all new service line taps. All tees/taps shall be witnessed and approved by the Town. Any tap performed without a Town inspection and approval shall be considered "illegal system tampering" and punished in accordance with the provisions of Section 1-4-20 of this Code for each offense. Each day any person is in violation of Chapter 13 of the Minturn Municipal code and shall constitute a separate offense. (Ord. 7-2018 , §4)

SECTION 4 - CONSTRUCTION ACCEPTANCE

4.01 - Requirements

A. Field Maintenance Inspections

- 1. Fire Hydrant (To Grade and Operated). The fire hydrant shall be straight and plumb, and shall be operated with proper drainage. See Fire Hydrant Assembly detail.
- 2. Rough Grade Inspection. Above-ground attributes are to be in a reasonable grade so as not to allow standing water to accumulate on top of or allow drainage into the attributes of the system. All attributes within the road right-of-way/easement shall be protected from traffic, equipment, etc.
- 3. Warranty Period. During the 1-year warranty period that begins at Construction Acceptance, the Town will test the integrity of the telemetry and cathodic protection systems. Remedial repair and subsequent testing will be made by the applicant.
- 4. Redline Submittal. A redline submittal will be required to be made from the contractor to the engineer in order to facilitate the completion of as-builts in a timely manner.

SECTION 5 - FINAL ACCEPTANCE

5.01 - Requirements

The following items shall be required to be submitted to the Town for approval prior to Final Acceptance. Once these items have been received, reviewed, and approved by the Town Administrator, Final Acceptance may occur.

A. Final Grade and Paving Inspection: All system attributes shall be fully operational and meet Town Standards. Back lot access shall meet Town Standards. The ring and cover shall be centered over the cone section. All system attributes shall meet or exceed Town Standards.

B. Drawings of Record: Field measured Drawings of Record shall be submitted to the Town in the specific format as required by the Town. The Drawings of Record shall include, but not be limited to, all attribute information including main lengths, all bends (horizontal and vertical), valves, hydrants, materials, pipe diameters, encasement, insulation, pipe deflections, and service line information which shall include size, location of line, tap and curb stop. Water and Sewer Drawings of Record shall be submitted on the same drawing. The submittal will contain the swing ties for service lines. The Town requires a digital format using District formatting (AutoCAD Release 14 or newer), and three (3) black line copies of the field-measured Drawings of Record. The Drawings of Record shall also depict the established easement for each line segment with reference to the specific Town of Minturn recording information. Construction drawings will not be accepted as Drawings of Record.

C. Final Inspection: The District shall perform a final walk-through inspection prior to Final Acceptance. The purpose of this inspection is to determine if any changes have occurred since the final grade and paving inspection that would negatively effect the operation of the system. The owner or the owner's designated representative is required to accompany the Town's Inspector during this final inspection

SEWER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTIONS SPECIFICATIONS ARE A PORTION OF THE THE EAGLE RIVER WATER & SANITATION DISTRICT ("DISTRICT") RULES AND REGULATIONS FOR WATER AND WASTEWATER SERVICE. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE APPENDICES OF THE DISTRICTS' RULES AND REGULATIONS

SECTION I - GENERAL REQUIREMENTS

1.1 Authority The Standard Specifications for Sewer Mains (the "Specifications") are promulgated by the Eagle River Water & Sanitation District ("District"). The interpretation and enforcement of the Specifications is hereby delegated to the District Regulations Administrator.

SECTION II - COLLECTION SYSTEM DESIGN AND LAYOUT

2.5.10 Manhole Connections

Any new main connection eight inches (8") or greater within a manhole shall match the crown of pipe to crown of pipe at the highest existing main currently within the manhole.

2.5.11 Location/Marking Tape

All lines connected to District mains in any way shall be marked with the appropriate marking tape per Section 3.6 and shall be placed twenty four inches (24") above the pipe.

2.6.3 Horizontal and Vertical Separation from Potable Water Mains

Refer to detail D-11.

- (a) Parallel Main Installations and Appurtenances:

Sewer mains and sewer service lines shall be installed at least ten feet (10') horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot (10') separation, the District may allow installation of the sewer main closer to a water main utilizing encasement or pressure rated joints, provided that the water main is on a separate trench or on an undisturbed earth shelf located on one side of the main and at an elevation so the bottom of the water main is at least eighteen inches (18") above the top of the sewer main. The District requires a ten-foot (10') separation between water and sewer appurtenances including manholes. If a manhole is installed, it will be measured from outside of manhole to outside of water attribute.

- (b) Perpendicular Crossings – Sewer under Water:

If the sewer pipe crosses under the water main but less than eighteen inches (18") of clear space will exist, either the water main or sewer main must be installed with secondary containment. Acceptable options include a pipe casing extending no less than nine feet (9') each side of the crossing. The pipe casing shall be of watertight material with no joints. The casing pipe materials may be steel, ductile iron, fiberglass, fiberglass reinforced polymer mortar (FRPM), or polyvinylchloride (PVC) with suitable carrier pipe supports and casing pipe end seals. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than ten-feet (10') each side of the crossing may be used.

- (c) Perpendicular Crossings – Water under Sewer:

If the sewer pipe will cross above or over the water main, either the sewer pipe or water pipe shall be installed with secondary containment unless the vertical distance exceeds five feet (5"). Acceptable options include a pipe casing extending no less than 9- feet each side of the crossing. The casing must be a single section of steel or ductile iron pipe. The design must include a means to support the interceptor or sewer main to prevent settlement and permit maintenance of the water main without damage to the sewer pipe. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than 10-feet each side of the crossing may be used. Crossings involving jointless pipe such as HDPE, fusible PVE or welded steel do not require installation of secondary containment.

SECTION III – MATERIAL SPECIFICATIONS

3.1 General Requirements

All materials must conform to these Material Specifications and shall be new and undamaged. Acceptance of materials, or the waiving of inspection thereof, shall in no way relieve the Applicant of the responsibility for furnishing materials that meet the requirements of these Specifications.

3.2 Pipe and Fittings

The following materials are approved for District mains:

3.2.1 Polyvinyl Chloride (PVC) gravity pipe

Main installations from eight to fifteen inches (8" to 15") in diameter shall conform to ASTM D3034, and shall be either SDR-35/PS46 or SDR-26/PS115. Main installations from eighteen to twenty-seven inches (18" to 27") in diameter shall conform to ASTM F879 and shall be SDR-26/P115. Push on joints and molded rubber gaskets shall conform to ASTM D3212. Maximum pipe segment lengths shall be twenty feet (20'). Joint lubricant shall be nontoxic and water-soluble and supplied by the pipe manufacturer.

3.2.2 Polyvinyl Chloride (PVC) pressure pipe

- (a) Yelomine

Yelomine pipe shall be SDR-21, restrained joint PVC pressure pipe and fittings having a minimum cell classification of 12454 as defined in ASTM D1784 and materials in conformance with ASTM D2241.

- (b) C-900

AWWA C-900 pipe may be used for 8 " through 12" diameter pipe, and shall be pressure class 235 psi, DR18, with push-on joints and flexible elastomeric seals ASTM D3139/ASTM F477. All spigot ends shall be beveled to manufacturer's specifications with gaskets meeting ASTM F477 and joints in compliance with ASTM D3139.

3.2.3 Ductile Iron Pipe (DIP)

Ductile Iron Pipe shall be per ASTM A746, Class 52, 350 psi, AWWAC151. Push-on joints shall be ANSI/AWWA C111/A21.11. Factory applied Protecto 401, or equivalent, ceramic epoxy interior lining for DIP & fittings. Manufactured by U.S. Pipe and Foundry Company/Griffin Pipe Products or approved equal.

3.2.4 Service Line Taps

Factory wyes shall be used for all service line connections with new main installations See Appendix B for requirements for new service line connections to existing mains.

3.2.5 Transition Adapter

If permitted on a case-by-case basis, Harco transition adapters or Shear Guard couplers may be used for pipe material transitions with prior approval. Fernco couplers shall not be permitted.

3.3 Manholes

3.3.1 Manhole

Manhole sections, base, riser, conical top sections, flat slab tops, and joint sealants between manhole sections shall be in accordance with ASTM C 478. Concrete used in cast in place manhole bases shall be per Section 3.3.10. All cone sections shall be the eccentric type. Openings through manhole risers shall be cored or cast-in, and access opening shall be twenty-four inch (24") diameter. Flat lid slabs are required on manholes with a depth of less than five feet (5') and must be eccentric.

3.3.2 Water Tightness

Manholes shall be watertight and constructed of precast concrete. Barrel sections, cones and frame joints shall all be sealed with a double Rub R Nek, or other equivalent material approved by the District. In areas of high groundwater or otherwise required by the District, a bituminous coating, or approved equal waterproofing material, shall be applied to the exterior of the manhole. Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater.

3.3.3 Rings and Covers

Manhole rings and covers shall be heavy duty castings ASTM A 536 or gray cast iron per ASTM A 48 and all components shall be traffic rated to AASHTO HS-20. Ring and cover combined weight shall be greater than 245 pounds and machined to fit securely with a non-rocking cover. Manhole covers shall be twenty-four inch (24") in diameter and have a minimum of twenty-two and one-eighth inches (22-1/8") diameter clearance, have a waffle pattern with a flat lid and the lettering "SEWER" cast on the cover. Covers shall be D & L brand model A-1043 or accepted equal. Precision Cover Systems, Inc. (PCSI) fully-adjustable manhole covers with variable grade rings shall be installed in roadways.

3.3.4 Grade Rings

Grade rings shall be in accordance with ASTM C 478 and the maximum height of grade rings shall not exceed eleven inches (11").

3.3.5 Manhole steps

Steps shall be comprised of grade 60 deformed rebar encased in a polypropylene copolymer plastic with a tread width of fourteen inches (14"). The steps shall be M.A. Industries No. PS2-PF or PS2-PF-DF or approved equal. Steps shall be cast in place during manufacturing of the manhole sections and shall be six inches (6") from face of manhole. The top most step shall be installed between eighteen (18") and twenty-four inches (24") from the rim of the manhole. Manhole steps shall be vertically aligned and plumb. Steps shall be typically spaced at twelve inches on-center vertically with a maximum spacing of sixteen inches (16"). Steps shall not be installed in the "chimney" portion of the manhole. Entry steps shall be located in the barrel and cone sections of the manhole. See Standard Manhole Detail D-01.

3.3.6 Joint Sealant

Joints shall be sealed with Rub-R-Nek LTM or approved equal installed on the inner and outer ring. Sealant shall be a flexible gasket-type of Butyl rubber, Federal Specifications SS-S-210 (210-A), per ASTM C990-09, AASHTO M-198 75 1. Sealant shall be applied on all surfaces between precast concrete adjusting ring and casting, individual precast concrete adjusting rings, and precast concrete adjusting ring and cone joints. A compatible primer or solvent as recommended by manufacturer of butyl base material shall be used to prepare surfaces prior to application of butyl base material and riser rings. Two gaskets with a minimum cross sectional area equivalent to one inch (1") in diameter are required per joint on forty-eight inch (48") diameter manholes. Gaskets for manholes greater than forty-eight inches (48") in diameter shall have a minimum cross sectional area of one and one-half inches (1 ½').

3.3.7 Pipe to Manhole Seal

KOR-N-Seal, A-Lok or approved equal flexible rubber boot in a cored hole per ASTM C 923 shall be used for installations in pre-cast bases. For installations in cast-in-place bases (upon approval and on existing mains only), all pipe-to-manhole connections shall use two elastomeric Kor-N-Seal, or approved equal, "O"-ring water stops minimum per ASTM F477.



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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

CONSTRUCTION
SPECIFICATIONS
1

Sheet:

C.500

SEWER SPECIFICATIONS - CONTINUED

3.3.8 Flow Channel
The flow channel straight through a manhole should be made to conform as closely as possible in shape and slope to that of the connecting mains and shall have two tenths of a foot (0.2") minimum fall through the channel for a standard manhole. Channel depth and width shall equal the largest pipe diameter. The channel walls should be formed or shaped to the full height of the crown of the outlet main in such a manner as to not obstruct maintenance, inspection or flow in the sewers.

3.3.9 Bench
All manholes shall be constructed with a full bench configuration, in which the top of the invert channel walls shall match the crown of pipe elevation. The horizontal bench surface shall be sloped at a minimum of one-half inch (½") per foot, maximum of one inch (1") per foot with a medium broomed finish, perpendicular to the main direction of flow.

3.3.10 Manhole Base
The foundation for each manhole base shall be prepared by replacing unsuitable material with sub grade stabilization material in accordance with Appendix E-Earthwork. The manhole base shall be precast (in accordance with ASTM C478) unless the manhole ties into an existing main, in which case a cast-in-place base may be used. The invert shall be formed and smoothly finished to match the shape and elevation of all pipes connected to the manhole. Where the sewer line is designed with a continuous grade through the manhole, the pipe shall be laid through the manhole location, the top half of the pipe cut out and the manhole base formed around the bottom half of the pipe.
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Concrete reinforcement shall be epoxy-coated steel reinforcing bars in accordance with ASTM A-615, Grade 60. In instances where a manhole ties into an existing main and a cast-in-place base is used, the first pre-cast manhole section shall be placed on the concrete base structure before the base has taken initial set, or the section shall be grouted into a suitable groove formed in the top of the manhole base.
The first section shall be adjusted to the proper grade and alignment so that it is uniformly supported by the base concrete and not bearing on any of the pipes. The manhole steps shall be located one-foot left or right of the main inflow pipe.
The remaining pre-cast sections shall be placed and aligned to provide vertical sides and alignment of the ladder rungs. Plumbness shall be checked as each barrel section is added. A bitumastic or other approved sealer shall be placed between pre-cast sections so that the completed manhole is rigid and watertight. The sealer shall be placed both on the inside lip as well as the outside lip of each section.

3.3.11 Interior Coatings
For drop manholes (or other applications as identified by the District), manhole interiors shall be coated with a Polyamidoamine Epoxy Primer with Polyamidoamine Epoxy Top Coat such as Tnemec Epoxoline Series L69 or equivalent. Preparation and application shall be per manufacturers' recommendations.

3.4 Concrete/Grout

3.4.1 General Requirements
Contractor shall provide the District Inspector with a specification sheet or mix design from the concrete supplier.

3.4.2 Concrete
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Construction shall be in conformance with the Detail D-01.

3.4.3 Mortar and Grout
Non-shrink mortar and grout used in the shaping of inverts, grade ring gaps, sealing penetrations, or setting and anchoring cast iron shall consist of one part Type II Portland Cement and two parts of fine, clean sand. Only sufficient water shall be added to provide a stiff, workable cement mixture for proper troweling. Hydrate lime or masonry cement shall not be used. Where relatively thin portions of grout are to be applied (to a flow channel or top of bench) an approved epoxy bonding coat shall be applied to the exposed concrete surfaces prior to grouting.

3.5 Locating Disk
The District will provide green 3M brand Full-Range Disk Marker locating disks to the contractor for stub outs. The contractor shall ensure their correct installation.

3.6 Marking Tape
The installation of green marking tape is required on all sewer mains and service lines. The tape shall be installed approximately 24 inches (24") above the main or line. The tape shall meet the following specifications:

- (a) Five (5)-mil thick Polyethylene material.
- (b) Solid green color with black lettering.
- (c) Six inches (6") in width.

3.7 Casing Material and Spacers
Carrier pipes to be installed inside casings shall be installed with self-restraining casing spacers. Casing spacers shall provide axial thrust restraint to prevent pipe joint deflection during and after installation. They shall also provide dielectric insulation between the carrier pipe and the casing and facilitate installation of the carrier pipe into the casing. See Sewer Main Casing Detail D-5. Pipe casing shall be smooth wall welded steel ASTM A-53 Grade B cylinder fabricated in accordance with AWWA C200. External loading shall be AASHTO HS-20 highway or E-80 railroad loading, railroad loading plus jacking load. Casing joints shall have ends beveled for field welding, be butt welded with complete joint penetration welds around the entire circumference of the pipe, and be formed and accurately manufactured so that when pipes are placed together and welded they form a continuous casing with a smooth and uniform interior surface. Interlocking joints shall be Permalok Interlocking Pipe Joining System.
Casing spacers shall be stainless steel, two piece bolt-on style, minimum fourteen (14) gauge thickness and a minimum length of eleven inch (11"); casing spacers shall be installed every six feet (6') of the pipeline to support the pipe barrel and the weight of its contents, or at an appropriate spacing as determined by the engineer. The four runners shall be eleven inches (11") long at a minimum and manufactured of high abrasion resistant, low coefficient of friction, glass filled polymer. Runner heights shall be set to center the carrier pipe in the casing. Runners shall be ten (10) gauge minimum, and the coating shall be fusion-bonded epoxy or heat fused PVC. Casing spacer models shall be Uni-Flange Series UFRCS1300, Advance Products and Systems, Inc. SI-12; Pipeline Seal and Insulator, Inc. C12G or approved equivalent. Restrained casing spacers shall be provided at all pipe joints. Restrained casing spacers shall be UniFlange Series UFRCS1390 P or approved equivalent. Casing end seals shall be performed and designed to prevent entry of water or loss of material from casing. The end seals shall be made of one-eighth inch (1/8") thick 60 durometer EPDM or neoprene rubber held together with mastic strips to seal the edges. The seals shall overlap the casing pipe by two inches (2") and shall be held on with AISI 304L stainless steel worm gear clamps. Casing end seals shall be Advance Products and Systems, Inc. AC or AW; Pipeline Seal and Insulator, Inc. C or W; or approved equivalent.

3.8 Tracer Wire (REQUIRED)
See Appendix E

SECTION IV – PIPE INSTALLATION & CONSTRUCTION

4.1 Safety
Job site safety shall be the responsibility of the contractor. The District Inspector may refuse to enter a jobsite if deemed unsafe by Occupational Health and Safety Act (OSHA) standards. Failure to provide a safe jobsite may prevent the District from conducting an inspection.

4.2 Handling of Materials
Pipe and fittings shall be loaded and unloaded by lifting so as to avoid shock or damage. Under no circumstances shall material be dropped. If, however, any part of the pipe is damaged, the replacement or repair of the damaged pipe shall be done to the satisfaction of the District. Any pipe or fittings that are not acceptable to the District shall be removed from the job site immediately. All pipe-handling equipment and pipe handling methods shall be in accordance with the methods and equipment recommended by the manufacturer.
Under NO circumstance shall forks be inserted into any pipe and or fitting.
Pipe shall be stored and handled in accordance with manufacturer's recommendations.
Any pipe with UV degradation or bowing may be rejected by the District Inspector. All pipe shall be delivered to the project site and stored with factory applied end caps intact.

4.3 Inspection and Preparation of Pipe and Fittings
Before placing pipe in the trench, each pipe or fitting shall be thoroughly cleaned of all foreign material, kept clean at all times thereafter, and carefully examined for cracks, warping, or any other defects before installation. Bell ends and spigot ends are to be examined and free of defects. Following the inspection, end caps shall be replaced prior to placing the pipe in the trench.
All lumps, blisters and excess coatings shall be removed from the pipe and fitting, and the outside of the spigot and the inside of the bell shall be wiped clean, dry and free from oil and grease before the pipe or fitting is installed. Dirt and any other material must be removed from the barrel of the pipe before installation.

4.4 Cutting and Fitting of Pipe
Pipe shall be cut in accordance with manufacturer's recommendations, whenever necessary, to conform to location of fittings, line, or grade. All cuts, when required, shall be straight, true and beveled and may be made with plastic pipe cutters or completed per the DIPRA Guidelines for Field Welding and Cutting Ductile Iron Pipe (August 2015). All burrs shall be removed from the ends of cut pipe and the ends of the pipe lightly rasped or filed.

4.5 Pipe Alignment and Grade
Manholes shall be installed at staked locations and elevations. Main installation stakes for alignment and grade shall be set by a surveyor under the guidance of a Professional Land Surveyor who is registered in the State of Colorado.
Pipe shall be installed at a constant grade from manhole to manhole. No grade breaks or low spots will be accepted. Pipe shall be installed with the bell ends facing in the direction of installation, unless directed otherwise by the District. Where pipe is to be installed on a grade of ten percent (10%) or greater, the installation shall start at the bottom and shall proceed upward with the bell ends of the pipe up grade.

4.6 Temporary Plugs
A mechanical pipe plug shall be used as a temporary plug during line installation to isolate the mainline extension from the existing collection system. All temporary plugs shall be provided by the Contractor.

4.7 Frost
No pipe or appurtenant structure shall be installed upon a foundation into which frost has penetrated, or if at any time there is danger of ice formation. No pipe or appurtenant structure shall be installed unless backfilling can be completed before the formation of ice and frost.

4.8 Lowering of Material into the Trench
Proper implements, tools and facilities satisfactory to the District shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe, manholes, and accessories shall be carefully lowered into the trench piece by piece by means of suitable tools and equipment, in such a manner as to prevent damage to the materials. Under no circumstances shall the materials be dropped or dumped into the trench.
If damage occurs to any pipe, manholes or main accessories in handling, the District inspector may reject the damaged material at the discretion of the inspector.

4.9 Installation of Pipe

4.9.1 General Requirements
Factory applied end caps shall remain installed on the pipe while it is being placed in the trench to prevent foreign material from entering the pipe. The end cap shall be left in place until the connection is to be made to the adjacent pipe. During installation, no debris, tools, clothing or other foreign materials shall be placed in the pipe. As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe inserted to the manufacturer's recommended depth with a slow steady pressure without jerky or jolting movements and brought to correct line and grade. The pipe shall be secured in place with bedding material tamped under it, except at the bells. Precautions shall be taken to prevent dirt from entering the joint space. No wooden blocking shall be left at any point under the pipeline. All pipe joints shall be uniform and smooth transitions shall exist from joint to joint or fitting. See Appendix E for bedding, backfill and compaction requirements.

4.9.2 Ductile Iron Pipe
Push-On Joints: The inside of the bell, the outside of the spigot end, and the rubber gasket shall be thoroughly cleaned to remove oil, grit, excess coating, and other foreign matter. The rubber gasket shall be flexed inward and inserted into the gasket recess of the bell socket. NSF-61 approved gasket lubricant per the manufacturers recommendations shall be applied to either the inside face of the gasket, and the spigot end of the pipe, per the manufacturer's recommendations.
The spigot end of the pipe shall be placed in the bell end with care to prevent the joint from contacting the ground. Pipe furnished without a depth mark on the spigot end shall be marked before assembly to ensure insertion to the manufacturer's recommended depth. The pipe shall be kept in straight alignment and the joint shall be completed by inserting the pipe to the manufacturer's recommended depth with a slow, steady pressure by using a long pry bar, jack, lever puller, or backhoe bucket. A timber header should be used between the pipe and the jack or backhoe bucket to avoid damage to the pipe.
Upon completion of joining push-on joint pipe, an inspection shall be made to ensure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned.

4.9.3 Polyvinyl Chloride Pipe
Elastomeric Gasket Joints: Immediately before joining two (2) lengths of PVC pipe, the inside of the bell or coupling, the outside of the spigot and the elastomeric gasket shall be thoroughly cleaned to remove all foreign material.
Lubrication of the joint and rubber gasket shall be done in accordance with the pipe manufacturer's specifications.
Care shall be taken that the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell or coupling must be in accordance with the manufacturer's recommendations.
The spigot and bell or coupling shall be aligned and inserted to the manufacturer's recommended depth or reference line. Installation or pushing shall be done in a smooth, steady motion. Upon completion of joining the pipe, an inspection shall be made to assure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned. NO deflection will be allowed at a joint of PVC pipe.

4.9.4 Yelomine Pipe
Installation of Yelomine pipe shall be in accordance with the manufacturer's recommendations and specifications. Cleanout caps shall be installed with nonpermanent gaskets where applicable.

4.9.5 Job-Mixed Concrete
Job-mixed concrete shall be thoroughly mixed to combine aggregates, cement, and water into a uniform mass.

4.9.6 Ready-Mixed Concrete
Said materials must be proportioned, mixed and transported in accordance with ASTM C94. Any concrete not plastic and workable when it reaches project shall be rejected.
See Section 3.4 for material specifications.

4.10 Manholes
Manholes shall be precast, watertight and constructed in accordance with the District's standard details and per Section 3.3. For precast manhole bases, the area underneath the manhole base shall be excavated and bedding material shall be placed and compacted to 95% Modified Proctor the required elevation. The manhole base shall then be lowered into the trench and checked for proper bearing on the subgrade, proper elevation and orientation to receive the incoming and outgoing sewers at the designated invert elevation. If the invert elevation varies by more than plus or minus one half inch (1/2") from the designated invert elevation, the base shall be removed and reset. The concrete invert channel and bench shall be constructed following the connection of all sewer pipes to the manhole. The flow channel shall be smooth and true to the sewer pipe invert elevations, with uniform cross section and slope, either straight or with a continuous curve between inlet and outlet of pipes. To eliminate free fall conditions in a manhole resulting from invert elevation differentials between incoming and outgoing pipes, the Contractor shall form and construct suitable channels in the bottom of the manhole connecting the inverts. Shape channel base and bench per Sections 3.3.8 and 3.3.9, respectively. New manholes shall have pre-formed holes for pipe installation and existing manholes shall be cored to install pipe and connector. Chip existing concrete bench inside manhole and shape smooth continuous invert for connections to existing manholes. All pipe-to-manhole connections and grade adjustment rings shall be sealed and grouted with non-shrink materials and be watertight. All lift holes shall be filled with non-shrink grout.
All dimensions, locations and elevations shall be coordinated by the Applicant and Contractor and meet the requirements of the District. Cast-in-place manhole bases will only be allowed when connecting to an existing main.

4.11 Service Lines
Refer to Appendix B, Section II.

SECTION V – TESTING AND ACCEPTANCE

5.1 General Requirements for Connections
Connections to the District system shall be inspected and approved by the District prior to backfilling.

5.1.1 Service Connections
Refer to Appendix B.

5.1.2 Connections to Manholes
All connections shall match the crown of pipe to crown of pipe at the highest existing main or per the direction of the District. All new main installations shall require reformed benches that meet all District standards.

5.2 Testing – Sewer Mains

5.2.1 Alignment
Straight alignment shall be checked by using either a laser beam or lamping.

5.2.2 Low Pressure Air Testing – General Requirements
The air test shall, as a minimum, conform to the test procedure described in ASTM F 1417 Standard Practice for Installation Acceptance of Plastic Non-Pressure Sewer Lines Using Low-Pressure Air. Deflection testing should occur prior to air test.

5.2.3 Low Pressure Air Testing Procedure

- (a) Lines must be cleaned by flushing or by other means before the low pressure air test is to begin.
- (b) Isolate the sewer line to be tested and ensure that all other outlets from which air could escape are properly sealed. In this step of the procedure, it is necessary to inspect the manhole invert being plugged to be sure that it has no damage which will be covered by the plug and not detected with the low-pressure air test.
- (c) Determine the duration of the test by using the accompanying tables at the end of this section.
- (d) Begin the test by connecting the air source to the inlet tap. Slowly add air until the internal pressure of the test section reaches a pressure 4.0 psig. If ground water back pressure exists, it must be quantified by the Engineer prior to testing.
- (e) After the constant pressure of 4.0 psig is obtained, regulate the air supply so that the pressure is maintained between 3.5 to 4.0 psig for at least 2 min. Depending on air/ground temperature conditions, the internal air temperature will stabilize in equilibrium with the temperature of the pipe walls. The pressure will normally drop slightly until equilibrium is obtained; however, a minimum of 3.5 psig is required.
- (f) Once the pressure has stabilized to 4.0 psig (plus the average ground water back pressure, if applicable) disconnect the air supply from the control panel. Observe the continuous monitoring gauge and decrease the internal pressure to no less than 3.5 psig. At a reading of 3.5 psig or within the range of 3.5 to 4.0 psig, stop decreasing the pressure and commence timing with a stopwatch or watch with a second hand or digital readout in minutes and seconds with an accuracy of 0.1 s.
- (g) Once the predetermined time period from the formula or table above has elapsed, observe the continuous monitoring gauge to obtain the amount of pressure lost during the test duration. If the pressure drop is found to be less than 1.0 psig (or 0.5 psig in circumstances where a shorter test duration is desired), the section is presumed to be free of any leaks or defective joints. If the pressure drop is 1.0 psig or greater (0.5 psig or greater in circumstances where a shorter test duration is desired), the test section has failed due to excessive pressure loss. When low-pressure air testing of a sewer line results in a failure the Contractor, at his/her own expense, shall detect the leak or defect and repair or replace whatever is necessary to remedy such defect in a manner acceptable to the Owner.

See TABLE D-3 for Minimum Time for a 1.0 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015
See Table D-4 for Minimum Time for a 0.5 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015

5.3 Manhole Testing – General Requirements

Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater via the vacuum test per ASTM C1244, "Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) prior to backfill.

- 5.3.1 Manhole Testing Procedure
 - (a) Plug all inlets and outlets.
 - (b) Install the vacuum tester head assembly on the manhole.
 - (c) Attach the vacuum pump assembly to the proper connection on the test head assembly. Make sure the vacuum inlet/outlet valve is in the closed position.
 - (d) Inflate the sealing element to twice the test pressure to be used. Do not over inflate.
 - (e) Start the vacuum pump assembly engine and allow preset RPMs to stabilize.
 - (f) Open the inlet/outlet ball valve and evacuate the manhole to ten-inch (10") Hg (mercury) that is equivalent to approximately 5 PSIG (0.3 bar) backpressure.
 - (g) Close the vacuum inlet/outlet ball valve, disconnect the vacuum pump and monitor the vacuum for one (1) minute.
 - (h) Allowable leakage - less than one-inch (1") Mercury (Hg) in one (1) minute.
 - (i) All manholes that do not meet the minimum amount for the leakage rests must be repaired and re-tested.

5.4 Television Inspection – General Requirements

Prior to construction/final acceptance of any sanitary sewer line by the District, the main shall be inspected internally by television as outlined in this Section. Leakage testing shall be performed prior to televising. The complete job is ready for television inspection when the following work has been completed.

- (a) All sewer pipelines are installed and backfilled.
- (b) All attributes are in place, all inverts are complete and pipelines are accessible.
- (c) All other underground facilities, utility piping and conduits are installed.
- (d) Pipelines have been jet cleaned.
- (e) Final air test has been completed.

When the above work is complete, the Contractor shall arrange for the television inspection. The Contractor of the project will notify the District in writing as to the scheduled date of the television inspection.
After conditions a through e as outlined above, are met, the entire job will be televised.

- (a) A video, accompanied by Standard Form 6.3 shall document defects requiring correction.
- (b) If no deficiencies are observed, the work will be considered satisfactory.

There is no acceptance tolerance for defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, dimples or bumps in the pipe, or groundwater infiltration.

5.4.1 Inspection Format
Sanitary sewer lines shall be inspected by means of remote CCTV. All CCTV work shall conform to current NASSCO-PACP standards. Contractor shall provide the District with CCTV inspections (video and data collected) entirely in electronic format. Mains shall be tested with three and a half (3.5) gallons of water per minute flowing during televising and shall follow the direction of flow. The camera must be centered in the pipe and the speed of travel shall be slow enough to inspect each pipe joint, and tee connection, and should not, at any time, be faster than 30 feet per minute. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection. All CCTV video observations shall be identified by audio and recorded on the District Standard Form 6.3 and is required to accompany each submittal.

- 5.4.2 CCTV Video Content
Submitted CCTV videos shall include:
 - (a) Footage indicator
 - (b) Running time
 - (c) Date
 - (d) Location
 - (e) Beginning (upstream) and ending (downstream) manhole numbers for each run. Manhole numbers corresponding with the District's GIS mapping system shall be obtained by the District field inspector.
- 5.4.3 District Review
The Contractor will be notified in writing of any deficiencies revealed by the television inspection that require repair. If corrective work is indicated and the Contractor wishes to view CCTV videos, he shall contact the District to set a time for the viewing.
- 5.4.4 Correction of Deficiencies
Those segments of the pipeline system that have been corrected must be re-televised. The procedure outlined in above will be repeated until all deficiencies observed by television inspection have been corrected to the complete satisfaction of the District. Prior to submittal to the District, the CCTV videos shall be reviewed by the Engineer, Applicant, and Contractor for any defect that may be visible. If CCTV videos and cut sheets are submitted to the District that are deemed "unacceptable," the Contractor shall be charged for the time taken by District personnel to review the CCTV videos. The minimum charge shall be one hundred dollars (\$100).

5.5 Sewer Main Repairs
All proposed repairs must be approved by the District Inspector prior to actual repair. Once repair has been made, inspection will be required by a District Inspector. There will be no exception to this requirement. If a repair and/or correction is made in a sewer line segment, the entire line segment shall be required to be re-televised with water flowing. A line segment is defined as the entire length of sewer line from manhole to manhole.

5.6 Protection of Existing Sewer System
On the outlet of the connection point to the existing District sewer main, a mechanical plug shall be installed to prevent any flow, debris and or material from the newly constructed main line from entering the District's system. The plug shall be normally set on the downstream outlet of the manhole. Plugs shall be installed per the direction of the District's Inspector. The plug shall be a mechanical-type device and is to be secured to the existing manhole to prevent loss of plug. The plug shall not be removed until Construction Acceptance has occurred. The Contractor shall be required to make routine inspections of the mechanical plug to insure that no leaking is occurring. If a leak is found, the Contractor shall immediately notify the District and take corrective action. The District may perform a video inspection of existing sewer mains that could potentially be impacted by construction activities prior to the start of construction and after the completion of construction. Any damage to existing facilities caused by the Contractor shall be repaired at the Contractor's expense.

5.7 Manhole Abandonment
Manholes to be abandoned in place shall have all pipes entering or exiting the structure plugged with lean concrete or controlled low strength material backfill (Flo-Fill). For manholes with existing pipes too large to plug with fill, a bulkhead shall be constructed on the inside of the manhole to prevent the fill from entering the pipes. Manhole tops or cone section shall be removed to the top of the full barrel diameter section or to a point not less than eighteen (18) inches below final grade. The structure shall then be backfilled with lean concrete or Flo-Fill. Surface restoration shall be completed to match the surrounding areas.

TIMBERLINE

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Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

CONSTRUCTION
SPECIFICATIONS
2

Sheet:

C.501

CONSTRUCTION SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

CHAPTER 2 - SITE WORK/EARTHWORK/GRADING

SECTION 1 - SCOPE

All site work and earthwork shall comply with the requirements of these STANDARDS AND SPECIFICATIONS and any special criteria established by the Town of Minturn. Site work shall be completed as shown on the approved engineering plans. Site work shall consist of demolition, removal, and abandonment; clearing and grubbing; overlot grading; removal of topsoil; site preparation; embankment subgrade preparation; embankment fill; excavation, trenching, bedding and backfill of pipelines and service lines; excess excavation; structure backfill; roadway excavation, backfill and compaction; borrow, and restoration and cleanup. All workmanship and materials shall be in accordance with the requirements of these STANDARDS AND SPECIFICATIONS and shall conform to the lines, grades, quantities, and the typical cross-sections shown on the approved plans, or as directed by the Town Engineer or as directed by the Engineer-of-Record (EOR).

1.01 -Inspections

A Grading Permit shall be required for all construction activities. Construction activities shall be subject to inspection by the Town Engineer, and certain types of construction shall have continuous inspection.

It shall be the responsibility of the person performing the work authorized by a permit to notify the Town Engineer or his authorized representative that such work is ready for inspection. Every request for inspection shall be filed at least one (1) working day before such inspection is desired unless otherwise stated in these STANDARDS AND SPECIFICATIONS. An inspection request may be in writing or by telephone, at the option of the Town Engineer.

It shall be the responsibility of the person requesting an inspection required by these STANDARDS AND SPECIFICATIONS to provide access to and means for proper inspection of all work. All work shall be inspected by the Town Engineer or his designated representative. The Town Engineer has the authority to halt construction when, in his opinion, these STANDARDS AND SPECIFICATIONS and/or standard construction practices are not being followed, or the work is otherwise defective. Whenever any portion of these STANDARDS AND SPECIFICATIONS are violated, the Town Engineer shall give the Contractor written notice listing deficiencies to be corrected and may order further construction stopped until all deficiencies are Corrected. If the deficiencies are not corrected within the time limit specified in the notice, the Town Engineer may invoke enforcement options authorized by the Minturn Municipal Code and/or draw upon performance guarantees under which the work is being performed.

For small commercial developments, Minturn may require the development to hire a qualified private contract inspection professional or a Colorado Registered Professional Engineer at the developer's cost to certify to Minturn that the work was completed in accordance with these STANDARDS AND SPECIFICATIONS.

Landscaping that is privately owned and maintained by a Homeowners Association (HOA) or other property management entity shall be designed and constructed in accordance with these STANDARDS AND SPECIFICATIONS. Compliance to these STANDARDS AND SPECIFICATIONS shall be certified by a qualified third party approved by Minturn and paid by the developer. Minturn shall assist with inspection of the irrigation system for the landscaping.

Adequate inspections assure compliance to the Town of Minturn requirements and are the basis for the town's recommendation that said improvements be accepted for maintenance and for release of performance guarantees. It is the responsibility of the Contractor to contact the Town Engineer a minimum of one (1) full working day (twenty-four [24] hours) in advance of the required inspections. Required inspections shall include:

- A. Erosion Control: Ensure that the Erosion Control Plan is adhered to and Best Management Practices (BMP's) are properly installed and maintained.
- B. Geotechnical Testing: Verify that a Colorado Registered Professional Engineer (or designated representative), who practices the field of Geotechnical Engineering, is onsite and that adequate testing is performed. Full-time observation and testing is required for over-excavation work.
- C. Grade Certification: Verify that the extent and depths of proposed work is certified. Verify the final grade.

The Contractor shall provide access to all Minturn Inspectors/Representatives, and all other project quality control (QC) and/or quality assurance (QA) personnel throughout the earthwork process for observation and testing purposes. The Contractor shall not proceed with work until the project Soils Engineer has performed adequate observations and testing, unless approved by the Town Engineer.

All testing and retesting to meet requirements and specifications shall be at the Contractor's or owner's expense.

SECTION 2 - DEMOLITION, REMOVAL AND ABANDONMENT

The Contractor shall remove—wholly or in part—and satisfactorily dispose of all foundations, structures, fences, old pavements, abandoned pipelines, and any other obstructions which are not designated on the approved plans or allowed to remain.

Where portions of structures shall be removed, the remaining parts shall be prepared to accommodate the new construction. The work shall be performed in such a manner that materials left in place shall be protected from damage. All damage to portions of structures to remain shall be repaired at the Contractor's expense.

2.01 - Disposal

The Contractor shall make all necessary arrangements for obtaining suitable disposal locations. If disposal shall be at other than established dumpsites, the EOR may require the Contractor to furnish written permission from the property owner on whose property the materials and debris is proposed to be placed. Materials and debris shall be disposed of in a manner approved by the Town Engineer. Burning shall not be allowed without prior written approval of the Town of Minturn.

2.02 - Salvage

All salvageable material shown on the approved plans and any additional salvageable material marked by the EOR shall be removed without unnecessary damage in sections or pieces which may be readily transported and shall be stored by the Contractor in locations approved by the EOR. The Contractor shall be required to replace any materials lost from improper storage methods or damaged by negligence. These materials include, but shall not be limited to, manhole frames and covers; inlet grates; valves and jre hydrants; landscape plant materials; fence materials; handrails; culverts; guardrail; walkway; roadway and traffic appurtenances (traffic signals and attached hardware, including mast arms and span wire) and irrigation systems and appurtenances.

2.03 - Pipe and Appurtenances

All pipe and appurtenances to be taken out of service shall be completely removed or abandoned in place, as required by the EOR.

Pipe designated to be reused shall be removed and stored, when necessary, to prevent loss or damage before re-laying.

Excavation required to remove pipe or appurtenances shall be back filled and compacted in accordance with Section 5 - TRENCHING, BACKFILLING AND COMPACTING of these STANDARDS AND SPECIFICATIONS.

When pipe is to be abandoned in place, it shall be completely filled with fly ash slurry composed of approximately sixty-five (65) percent Class C Fly ash and thirty-five (35) percent water, unless otherwise approved by the EOR. Each end of the pipe shall be capped with concrete.

When removing appurtenances such as manholes, catch basins, inlets etc., any live lines connected to these appurtenances shall be properly bypassed and shall remain in operation until abandonment is complete.

When appurtenances are to be abandoned in place, the remaining structure shall be lowered to a minimum of three (3) feet below finished grade, and shall be filled with concrete with a minimum compressive strength of 3000 psi (at 28 days) to the top of the remaining structure and then backfilled and compacted to the required grades.

2.04 - Pavement and Concrete Flatwork

All concrete or asphalt to remain shall have a straight, true break line and a vertical face. Concrete or asphalt may be cut with a cutting wheel, jackhammer, or saw. The EOR may require that saw-cutting be performed. Any damage to adjacent concrete or asphalt to remain in place shall be repaired at the Contractor's expense. The minimum depth of saw cuts in concrete shall be two (2) inches.

If areas cut for future placement of concrete or asphalt adjacent to existing asphalt or concrete are left exposed for longer than thirty (30) days or are subjected to inclement weather, the areas shall be evaluated by a Geotechnical Engineer and a recommendation shall be provided to the EOR. An additional cut of at least six (6) inches behind and/or below the existing structure—or until competent subgrade is encountered—may be required by the EOR.

SECTION 3 - SITE PREPARATION

SECTION 3 - SITE PREPARATION

3.01 - Clearing

All sites to receive fill shall be cleared of organic materials, including root structures, at the Contractor's expense. Vegetation shall be pulled or grubbed in such a manner as to assure complete and permanent removal. Branches of trees extending over the roadbed shall be trimmed to give a clear height of twenty (20) feet above the road bed surface. All surface objects and trees, stumps, roots and other protruding obstructions not designated to remain shall be cleared and/or grubbed as required. Non-biodegradable, solid objects located at least two (2) feet below the final subgrade surface may remain at the discretion of the EOR.

The EOR may establish clearing lines and designate items and materials to remain. The Contractor shall preserve all materials and items to remain. Paint used for cut or scarred surfaces of trees or shrubs to remain shall be an approved asphalt base paint formulated especially for tree surgery.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted in accordance with these STANDARDS AND SPECIFICATIONS.

The Contractor shall scalp areas where excavation or embankment shall be made. Scalping shall include the removal of organic material such as brush, roots, sod, grass, residue of agricultural crops, sawdust, and vegetable matter from the surface of the ground.

An overlot grading summary report prepared by the project Soils Engineer which states that fill placement is in conformance to approved plans and reports and includes locations and elevations of field density tests (referenced from a permanent landmark or permanent control point), summaries of field and laboratory tests and any other substantiating data and comments regarding deviations from the approved plans and reports and how they relate to or affect recommendations in the approved Geotechnical Engineering Report and grading plan.

SECTION 4 - EARTHWORK

Earthwork shall consist of excavation, disposal, shaping and compaction of all material encountered within the limits of the project, including but not limited to excavation of ditches and channels, surface boulders, muck, rock, concrete foundations, slabs, stripping, etc. Excavation shall be performed to the line and grade and typical cross-sections shown on the approved plans or as required by the EOR. Free-running water shall be drained from all earthwork materials prior to construction of structures, utilities, or concrete 4atwork construction.

4.01 - Definitions

- A. **Suitable Material:** Any earthen material that consists of onsite or similar non-organic sands, gravels, clays, silts and mixtures thereof with a maximum size of six (6) inches. Claystone fragments exceeding three (3) inches in particle size are not to be incorporated in embankment material unless specifically approved by the project Soils Engineer and the EOR.
- B. **Bedrock:** Bedrock that breaks down to specified soil types and sizes during excavation, hauling and placement may be considered as suitable material.
- C. **Rock Excavation:** Igneous, metamorphic or sedimentary rock formations that cannot be excavated with a D-9 tractor in good repair with a single hydraulic ripper.

4.02 - Borrow

It shall be the Contractor's responsibility to stockpile suitable materials for use in the project. Only after the Contractor estimates that sufficient suitable backfill material is stockpiled to complete all earthwork operations of the project, shall excavated material be removed from the project site.

If the Contractor fails to preserve onsite, suitable material, and removes or disposes of suitable material, suitable material shall be recovered at the Contractor's expense.

4.03 - Embankment Construction

Embankment construction shall include placement, processing and compaction of all embankment material, and all related work required to ensure proper bond of materials with previously placed embankment material.

- A. Preparation of Embankment Subgrade: The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drain systems shall be installed to intercept or divert surface water that may affect the work.

Where an embankment shall be constructed, unsuitable material shall be removed from the surface. The cleared surface shall be plowed or scarified to a minimum depth of six (6) inches. The embankment area shall adhere to the density and moisture content requirements shown in the following table, unless otherwise approved by the project Soils Engineer and the EOR:

TABLE 2.01

<i>Soil Classification AASHTO M145</i>	<i>Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)</i>	<i>Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)</i>	<i>Moisture Content Range (with respect to Optimum Moisture Content)</i>
A-1, A-2, A-3	—	95	-2 to +2 (based on AASHTO T180)
A-4, A-5, A-6	95	—	-1 to +3 (based on AASHTO T99)

If equipment is deemed inadequate, the project Soils Engineer and/or the EOR may recommend the use of larger or different types of equipment.

After subgrade is properly prepared, the embankment filling operation shall begin in the deepest part of the area to be filled. Embankment material shall be placed and compacted in parallel layers until the finished rough grade is reached. Temporary gaps through the embankment shall not be allowed without approval of the EOR. All temporary slopes shall not be steeper than 4:1 (horizontal:vertical).

The thickness of each layer shall not exceed six (6) inches before compacting.

- B. Embankments Greater Than Twelve (12) Feet in Height

Compaction operations shall continue until each layer of embankment material for embankments greater than twelve (12) feet in height is compacted to the moisture and density requirements shown in the following table, unless otherwise required by the project Soils Engineer and the EOR.

TABLE 2.02

<i>Soil Classification AASHTO M145</i>	<i>Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)</i>	<i>Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)</i>	<i>Moisture Content Range (with respect to Optimum Moisture Content)</i>
A-1, A-2, A-3	—	96	-2 to +2 based on AASHTO T180)
A-4, A-5, A-6	100	—	-1 to +2 (based on AASHTO T99)

4.04 - Excavation

It is the sole responsibility of the Contractor to become familiar with the existing conditions and potential excess excavation at each project site. Geotechnical reports or other data provided by Minturn may be used to assist in determining general site and soil characteristics.

4.05 - Structure Backfill

Structure backfill shall comply with Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. Structure backfill material shall have a liquid limit not exceeding thirty-five (35) and a plasticity index less than fifteen (15), as determined by AASHTO T 89 and T 90, unless otherwise approved by the project Soils Engineer and the EOR.

Areas adjacent to structures and other areas inaccessible to mobile compaction equipment shall be compacted with suitable power-driven hand tampers or other approved devices. Backfilling shall consist of placing materials in horizontal, uniform layers brought up uniformly on all sides of the structure. **The thickness of each layer of back fill shall not exceed SIX (6) inches before compacting to the required density.**

Backfill material shall not be deposited against the back of concrete abutments, concrete retaining walls, or the outside of cast-in-place concrete structures until the concrete has developed a strength of not less than eighty (80) percent of the required design strength. Backfill placed within two (2) feet of any structure shall be placed evenly on all sides to avoid unequal lateral pressures.

In the event that suitable backfill material is not available on the site, the Contractor shall import Class 1 structure backfill materials as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS, or other material approved by the project Soils Engineer and the EOR. The Contractor shall not be required to excavate below the depths of excavation indicated on the approved plans to provide structure backfill material.

The Contractor shall uniformly process, maintain proper moisture in, and properly compact each lift throughout the backfilling process. All testing shall comply with Section 5.07 Compaction Testing of these STANDARDS AND SPECIFICATIONS.

SECTION 5 - TRENCHING, BACKFILLING AND COMPACTION

This work shall consist of furnishing all labor, materials, tools and equipment for trenching, bedding, backfill and compaction for all underground utilities (inclusive of "dry" utility trenches located under roadways or within roadway R.O.W.) as specified herein and shown on the approved plans. The excavation shall be made to lines and grades shown on the approved plans and as established by the EOR. Except where shown otherwise on the approved plans and except where the EOR gives written permission to do otherwise, all trench excavation shall be made by open cut to the depth required to construct the pipelines as shown on the approved plans. All excavation shall be 'unclassified', as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. All trenching shall be performed in accordance with all Occupational Safety and Health Administration (OSHA) requirements. These regulations are described in Subpart P, Part 1926 of the Code of Federal Regulations.

All excavated material which meets the requirements for backfill materials shall be stockpiled in a manner which shall not contaminate the excavated material, and shall be located a sufficient distance from the trench to avoid overloading, to avoid obstructing sidewalks, driveways, or streets, and to provide the least possible interference with traffic

5.01 - Special Conditions

- A. Subsurface Investigation: Prior to the connection of any planned utility line to an existing line, the Contractor shall expose the existing utility at the points of connection in order to verify the elevations and materials of construction. The EOR shall be notified a minimum of two (2) working days before such an investigation is performed. The Contractor shall also expose utilities as they cross each other to allow for verification of elevation and materials of construction. The EOR shall evaluate this information and provide revisions, if required, within three (3) working days of the completion of the investigation.
- B. Underground Wire, Cable, Fiber Optic, or Similar Lines: Where underground wire, cable, fiber optic or similar lines are encountered, they shall be relocated as directed by the telephone service provider and in accordance with their specifications. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.
- C. Gas and Electric Lines: Where underground gas and electric lines are encountered, they shall be relocated as directed by the gas and electric service provider and in accordance with their specifications. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.

5.02 - Removal of Water

The Contractor shall provide and maintain adequate equipment to properly remove and dispose of all surface or ground water that enters the trench. Water shall be disposed of without damage to adjacent property and without being a nuisance to public health and convenience. The use of any sanitary sewer to dispose of trench water shall not be allowed. The trench shall be dry at all times during pipe installation. Dewatering shall be accomplished by well points, pumping or any other method approved by the Engineer.

5.03 Trench Excavation for Pipelines and Service Lines

The width of the trench shall comply with the requirements set forth in these STANDARDS AND SPECIFICATIONS and shall be sufficient to allow pipe to be installed and backfill placed and compacted. The allowable trench width, regardless of the type of soil encountered, the depth of excavation or method of bedding densification, shall not exceed the outside diameter of the pipe barrel plus twenty-four (24) inches, or be less than the outside diameter of the pipe barrel plus twelve (12) inches when measured at any point below the top of the pipe bell, flange or collar.

Where the width of the lower portion of the trench exceeds the maximum width herein stated, the Contractor shall furnish and install special pipe embedment or concrete encasement to protect the pipe from the additional loading. The type and quantities of special pipe embedment shall be determined by the pipe supplier, using trench loading criteria based upon saturated backfill weighing one-hundred twenty (120) pounds per cubic foot and allowance for other superimposed live loads.

- A. Preparation of Foundation for Pipe Laying: When the excavation is in firm earth, care shall be taken to avoid excavation below the established grade plus the required specified over-depth to accommodate the pipe bedding material.

In case soft or otherwise unsuitable foundation material is encountered in the bottom of the trench, the project Soils Engineer and/or the EOR may require removal and replacement with stabilization material to provide a suitable foundation for the pipe. If the trench bottom is wet, the project Soils Engineer shall determine whether it is stable. The bottom of sumps utilized for dewatering shall be two (2) inches minimum below the bottom of the trench excavation to prevent the upward flow of water into the excavation, which may result in unstable bottom conditions.

5.04 - Bedding for Pipelines and Service Lines

See Sheets C.500 and C.501 for Specifications for Bedding Requirements for Water Mains, Sewer Mains and water and sewer Service Lines.

Bedding material type and placement for storm sewer pipe shall be that specified in the latest version of the "Standard Plans M&S Standards" Plan No. 5 M-603-1 through M-603-3 for metal, plastic, and reinforced concrete pipe.

5.05 - Backfill for Pipelines and Service Lines

Suitable backfill shall be as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. Clay and similar material with a liquid index in excess of thirty-five (35) and a plasticity index in excess of six (6), as determined in accordance with AASHTO T89 and T90, shall not be considered suitable for backfilling in trenches located in improved streets, roads, highways and thoroughfares, unless approved by the Town Engineer.

When the excavated material is unsuitable for compaction, import material shall be approved by the project Soils Engineer and the EOR prior to placement.

- A. Backfill Compaction: Trench backfill shall be placed in loose six (6) inch lifts, processed and moisture-conditioned, and each lift thoroughly consolidated by tamping, vibrating, or a combination thereof, until the moisture content and the relative compaction complies with the values shown in the Moisture and Density Requirements for Embankment Materials table in Section 4.03 Embankment Construction of these STANDARDS AND SPECIFICATIONS for the various soil classifications and relative compaction.

For new landscape areas with trees, compaction shall be between eighty-five (85) and ninety (90) percent of the maximum Standard Proctor dry density in the top two (2) feet of soils below finished grade.

Where sidewalk or concrete trail will be constructed, soils shall be scarified, moisture treated and recompacted two (2) feet wider than the footprint of the sidewalk or trail until the moisture content and the relative compaction complies with the values shown in the table in Section 4.03 Embankment Construction.

Backfill of utilities, pipes, culverts, or other miscellaneous structures located in areas that will not have a hard surface shall be placed in six (6) inch lifts at ninety (90) percent of the maximum Standard Proctor dry density and within two (2) percent of the optimum moisture content. All other requirements for particle size and processing shall be met.

5.06 - Compaction Testing

Testing shall be performed at various depths and locations, and at all vertical structures. The project Soils Engineer and/or the EOR may require additional testing around structures, manholes, valve boxes, etc.

Field test results shall be submitted to the EOR within twenty-four (24) hours of the test or on the next working day. In no case shall fill or backfill be placed on materials that did not pass moisture and density testing.

Moisture and density testing shall be performed by a qualified technician who works under the direct supervision of a Colorado Registered Professional Engineer. Final soil compaction reports shall be prepared and signed by a Colorado Registered Professional Engineer, and who is qualified to prepare such reports. Reports shall be submitted to the EOR within one (1) week of the test.

SECTION 6 - RESTORATION AND CLEANUP



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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

CONSTRUCTION
SPECIFICATIONS
3

Sheet:

C.502

CONSTRUCTION SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS AND OTHER STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

SECTION 6 - RESTORATION AND CLEANUP

At all times during construction, the Contractor shall maintain the site, including partially finished structures, material stockpiles and other like areas, in a reasonable state of order and cleanliness.

The grade and condition of all unsurfaced areas shall be restored to a condition equal to or better than the grade and condition immediately prior to construction, unless otherwise shown in the approved plans and approved by the Town of Minturn. The Contractor shall restore or replace all seeded areas, sod, trees, landscaping materials, landscape irrigation systems, fences, and any other items, to a condition equal to or better than before the work began and to the satisfaction of the EOR.

All pavement and concrete flatwork shall be restored or replaced to a condition equal to or better than before the work began and to the satisfaction of the EOR.

CHAPTER 3 - EROSION CONTROL AND SEDIMENTATION

3.01 - Infiltration Practices

Infiltration practices include measures to percolate runoff into soils. Typical practices include rock-filled trenches or basins (dry wells) and diversion of storm runoff into vegetated areas. Directing water from impervious areas and allowing it to percolate reduces sediment transported off-site.

A. Maintenance

- Clean out accumulated sediment and debris before the system fails to infiltrate storm runoff. It may be necessary to replace the upper layer of stone.
- If rapid clogging occurs and pre-sedimentation BMP's cannot be placed upstream, install surface-maintained BMP's
- Monitor observation well to evaluate whether soil is clogging or infiltration device is not performing as designed

4.01 - Silt Fences

Silt Fences are temporary barriers constructed of woven synthetic material, buried at the bottom, stretched and supported by posts. The goal of this BMP is to reduce velocity and pool sheet flow from an eroding area, allowing the sediment to settle. Silt fences can be used along the base of slopes, around stockpiles and at other discrete areas where erosion is likely to occur

A. Installation/ Design Guidelines

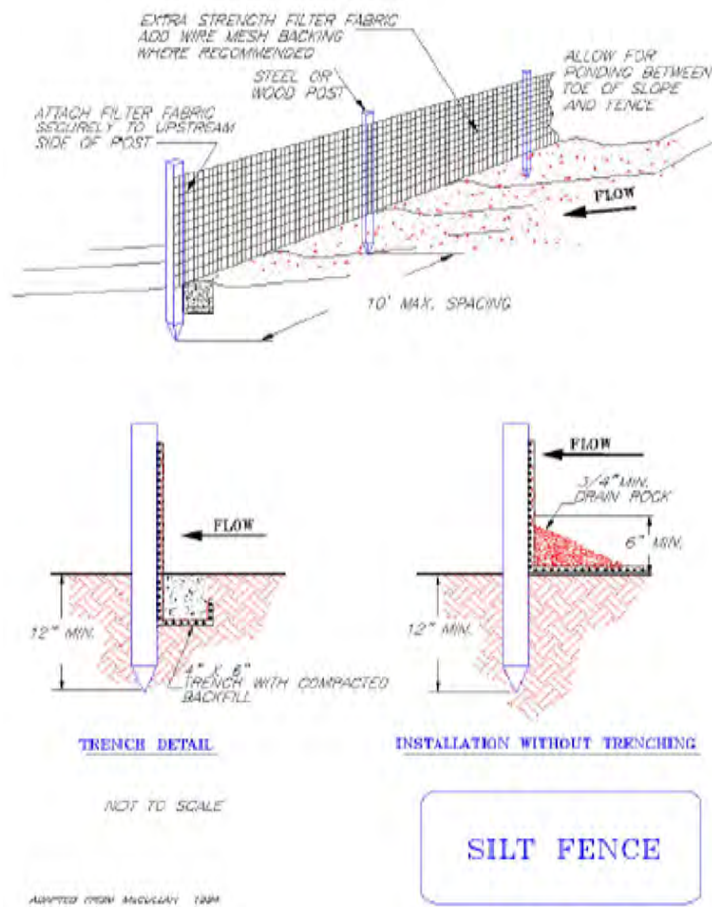
- Use only in areas of dispersed low-velocity runoff. Less than 1/4 acre should drain to each 100 foot of fence.
- Anchor fences along the contour below the toe of disturbed slopes. Place fences to pond, not filter, runoff. A minimum of five feet of potential ponding area is recommended between the fence and the toe of the slope.
- Avoid placing silt fences in ditches, except where erosion potential is low
- To properly install silt fence:
 - Excavate a trench at least 6" deep, the length of the proposed barrier
 - Place the bottom 6" to 1" of the fence material into the trench (see diagram).
 - Drive posts at least 12" into the ground at intervals of 10' or less on the down gradient side of the trench
 - Backfill and compact soil over the fence material in the trench.
 - Secure the fence to the posts.
- Minimize the number of joints between fences and overlap joints where they are unavoidable.
- Silt fences should remain in place until vegetation has been established.

B. Special Considerations in Mountain Areas

- Thin, rocky soils may preclude the use of this BMP.
- Sediment traps, check dams, or berms are often better alternatives in rocky soils, especially where depth to bedrock is shallow.
- Wire mesh and steel posts are recommended to reinforce the fence where rockfalls may occur, grading may place soils against fence, or near environmentally sensitive areas.
- Leave enough area up gradient of the fence for runoff to pond and sediment to settle. Excavating up gradient of fence may be necessary to pond sufficient water to cause sediment deposition.
- Silt fence often must be installed several times during construction due to changing slopes and hydrology of the site.

C. Maintenance

- Check fences weekly and after rain or snowmelt.
- Ensure silt fence material remains entrenched and anchored.
- Look for rills under or around fences.
- Replace torn or damaged sections of fence.
- Remove excess sediment periodically, at a minimum when sediment reaches a depth of 8 inches.
- Silt fences may only detain sediment for a period of weeks or months. Remove fabric, stakes, and accumulated sediments when there are has been successfully revegetated.



CHAPTER 4 - ROADWAY DESIGN & TECHNICAL CRITERIA

SECTION 1 - SIDEWALKS, CURBS AND GUTTERS, DRIVEWAYS, RAMPS, AND TRAILS

Curbs, gutters, and walks shall be constructed to comply with the approved details and Specifications.

1.01- Sidewalks

- Minimum Width: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum width per the approved plans. Tooled or saw cut joints are required at 10 foot intervals.
- Minimum Thickness: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum thickness of six (6) inches. All sidewalks shall consist of air-entrained (5%-7%), reinforced concrete (4000 psi) over a compacted six (6) inches of CDOT Class 6 ABC.
- Drainage and Grading: Sidewalks shall have a positive drainage towards the street flowline.

1.02 - Curb and Gutter

Curbs, gutters, and ramps shall be constructed to comply with the approved plans. All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

1.03 - Driveways

All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

9.00 SHALLOW UTILITIES (UNDER GROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, NATURAL GAS & IRRIGATION)

9.01 SCOPE

Shallow utilities are defined as any wire, pipe conduit or cable and shall include but not be limited to underground electric, telephone, cable television, natural gas and irrigation water systems.

9.02 SPECIAL CONDUIT ENCASEMENT

Any shallow utility which crosses under or is within 5 feet horizontally of any road or street structure, including, pavement, curb and gutter, sidewalk, bike path, or bridge shall be encased in conduit so that repair or replacement of the utility may be accomplished without disturbing the road or street structure.

For natural gas and irrigation water systems, the carrier pipes for the natural gas and irrigation water shall be installed inside of a second pipe having strength equal to or greater than the carrier pipe and of sufficient diameter to allow free movement of the carrier pipe in the event that replacement is required.

It is recommended that consideration be given to the potential for future increase in size/capacity of the respective utility when sizing the conduit.

9.03 SHALLOW UTILITY INSTALLATION

- Electric system underground facilities shall be buried a minimum of 4.0 feet below finished grade. Electric system vaults and transformers shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
- Telephone system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Telephone pedestals shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
- Cable television system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Cable television risers and surface facilities shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
- Natural gas system underground facilities shall be buried a minimum of 3.5 feet below finished grade.
- Whenever any shallow utility parallels or generally parallels a domestic water or sewer utility, a minimum horizontal separation of 4 feet shall be maintained between the domestic water or sewer main or service and the shallow utility. Where it must cross domestic water it must cross above and with a 1' minimum separation. Nonpotable water tape.



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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

NOT FOR
CONSTRUCTION

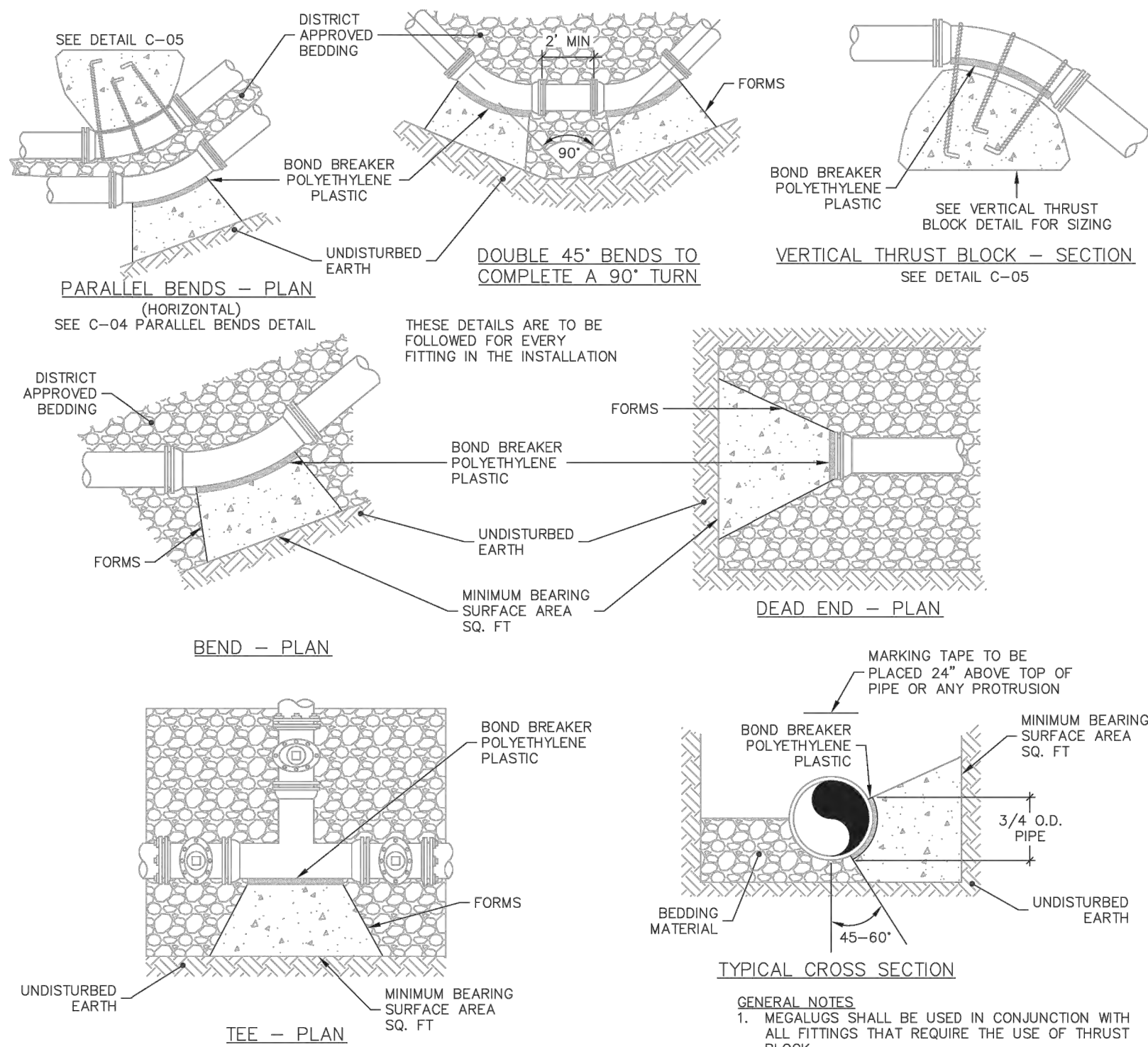
DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Title:

CONSTRUCTION
SPECIFICATIONS
4

Sheet:

C.503



REQUIRED MINIMUM BEARING SURFACE AREA (SF)	BENDS					TEE OR DEAD END
	SIZE OF PIPE	11-1/4"	22-1/2"	45"	90"	
200 PSI WORKING	4"-8"	1.2	2.5	4.8	8.9	6.3
	10"	1.9	3.8	7.5	13.9	9.8
	12"	2.8	5.5	10.8	20.0	14.1
	16"	4.9	9.8	19.2	35.5	25.1
	18"	6.2	12.4	24.3	45.0	31.8
	20"	7.7	15.3	30.1	55.5	39.3

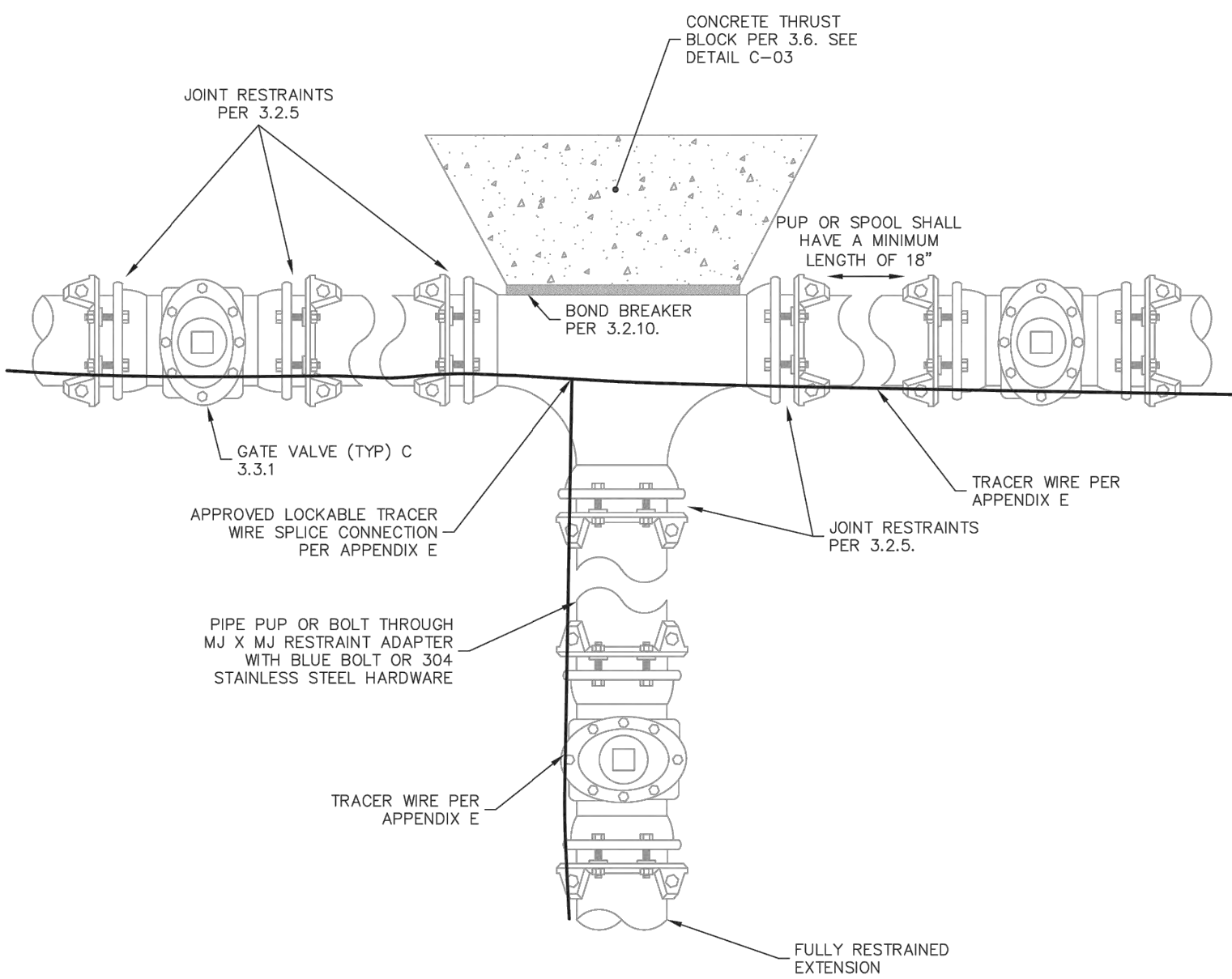
REQUIRED MINIMUM BEARING SURFACE AREA (SF)	BENDS					TEE OR DEAD END
	SIZE OF PIPE	11-1/4"	22-1/2"	45"	90"	
250 PSI WORKING	4"-8"	1.5	2.9	5.8	10.7	7.5
	10"	2.3	4.6	9.0	16.7	11.8
	12"	3.3	6.6	13.0	24.0	17.0
	16"	5.9	11.8	23.1	42.7	30.2
	18"	7.5	14.9	29.2	54.0	38.2
	20"	9.2	18.4	36.1	66.6	47.1

THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 200 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (250 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 250 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (300 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

- GENERAL NOTES:
1. MECALUGS SHALL BE USED IN CONJUNCTION WITH ALL FITTINGS THAT REQUIRE THE USE OF THRUST BLOCK.
 2. REFER TO DISTRICT STANDARDS IN APPENDIX C SECTION 3.6 FOR REQUIREMENTS.
 3. THRUST BLOCKS SHALL BE INSTALLED SO THAT ALL JOINTS ARE ACCESSIBLE. POLYWRAP FITTINGS PRIOR TO POURING THRUST BLOCK. EXTEND WRAP TO ENCLOSE ALL FITTINGS AND BOLTS.
 4. THRUST BLOCKS SHALL BE FORMED AGAINST UNDISTURBED SOIL & FORMS PER APPENDIX C 4.14.
 5. BLOCK HEIGHT SHALL BE ESTABLISHED SUCH THAT THE CALCULATED BLOCK WIDTH IS BETWEEN ONE AND TWO TIMES THE HEIGHT.
 6. BOND BREAKER PER APPENDIX C 3.2.10.

DETAIL CONCRETE THRUST BLOCKS

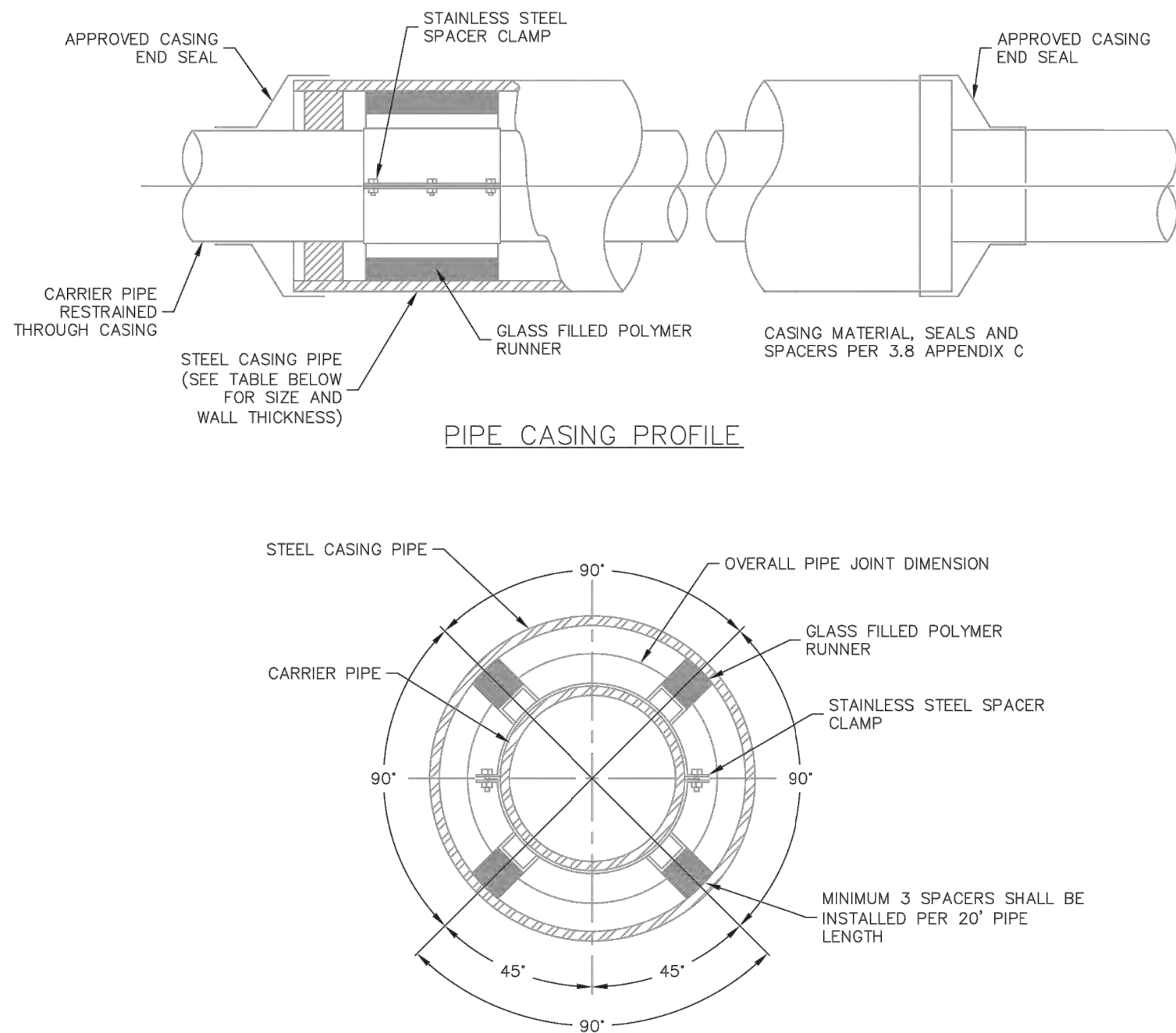


TOP VIEW

DETAIL TEE

GENERAL NOTES

1. TEES SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS. ALL USES OF THIS APPLICATION SHALL REQUIRE PRIOR DISTRICT APPROVAL.
2. JOINT RESTRAINT DEVICES SHALL BE REQUIRED ON ALL TEE APPLICATIONS.
3. THRUST BLOCKS ALONE WILL NOT BE ACCEPTED AS A RESTRAINT.

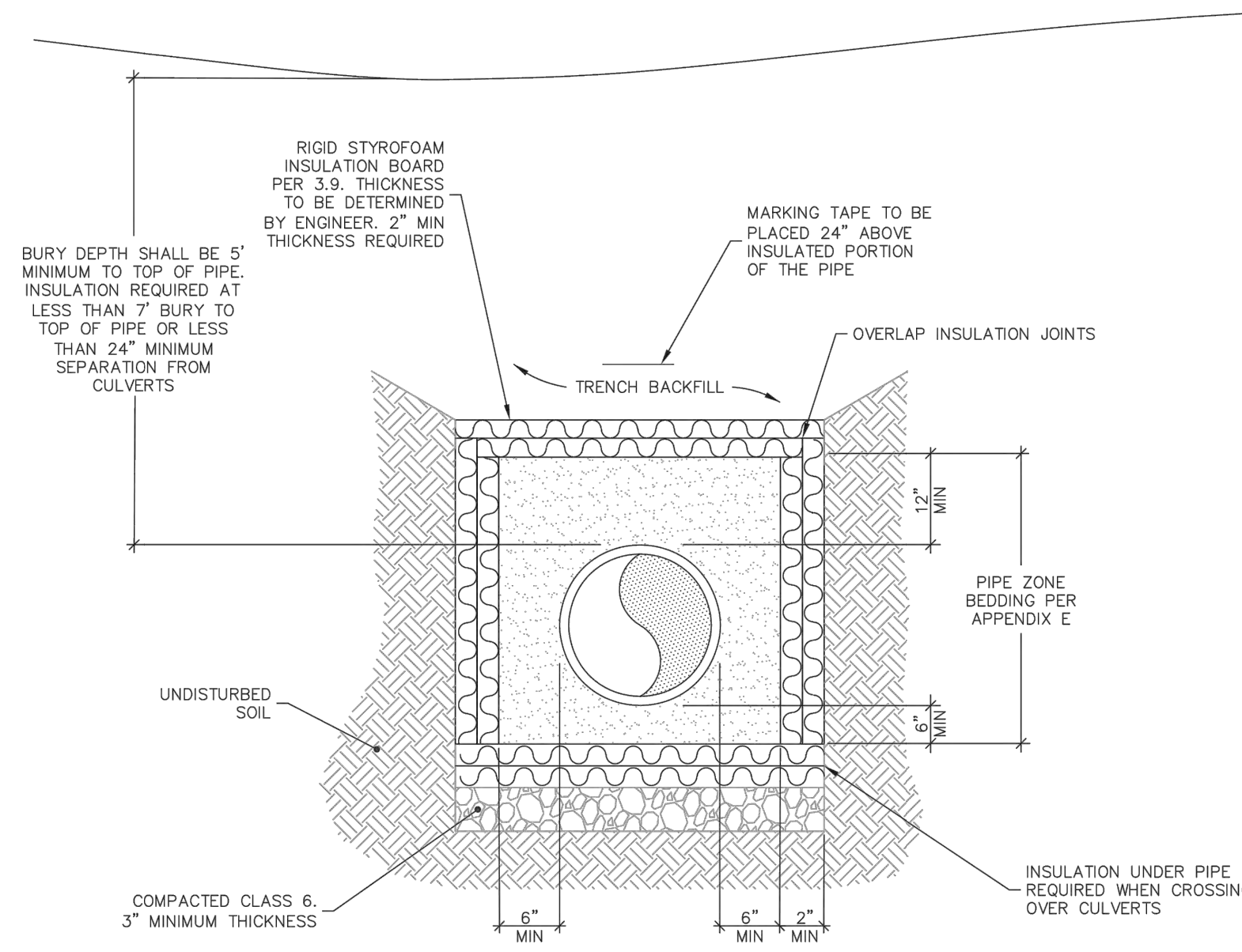


GENERAL NOTES

1. FOLLOW MANUFACTURER'S RECOMMENDATION, IF IN CONFLICT WITH ERWD STANDARDS, USE MORE RESTRICTIVE SPECIFICATION.
2. CARRIER PIPE SHALL BE CENTERED AND ALL JOINTS RESTRAINED IN & THROUGH THE CASING PIPE.
3. WATER MAINS SHALL BE ENCASED SEPARATELY FROM OTHER UTILITIES.
4. ALL FASTENERS SHALL BE T-304 STAINLESS STEEL.
5. ALL CAD WELDS SHALL BE CONNECTED TO PIPE.
6. MAXIMUM DISTANCE BETWEEN SPACERS SHALL BE 6 FEET ON CENTER.

CARRIER PIPE NOMINAL Ø	CASING PIPE	
	MIN OD	MIN WALL THICKNESS
4"	12"	0.25"
6"	16"	0.3125"
8"	18"	0.3125"
12"	22"	0.375"
16"	28"	0.500"
20"	32"	0.500"

DETAIL WATER CASING



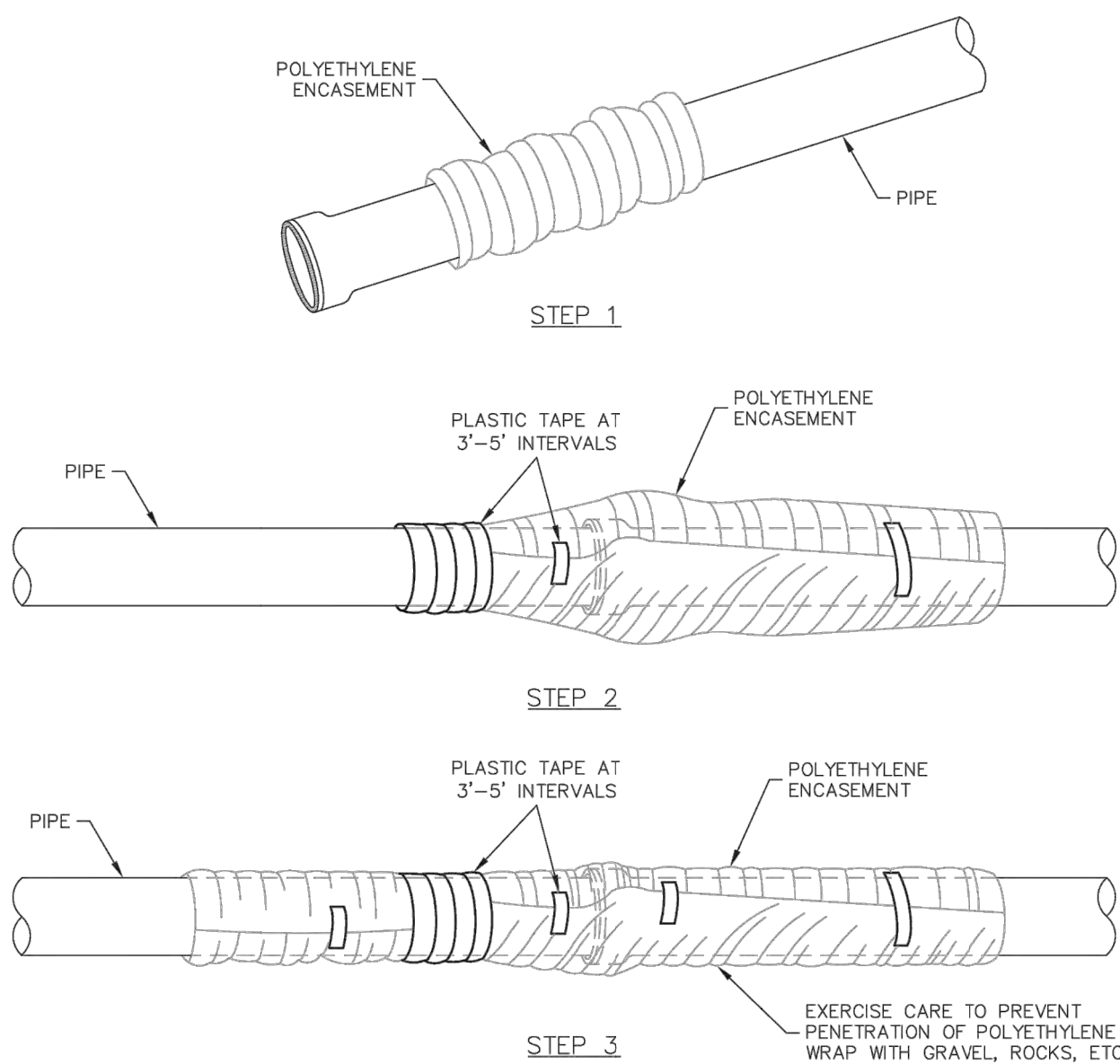
ELEVATION

DETAIL MINIMUM COVER & CULVERT CROSSING INSULATION

GENERAL NOTES

1. CONDITION OF LESS THAN MINIMUM BURY DEPTH ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. SEE SEWER AND WATER PIPE BEDDING DETAIL AND APPENDIX E FOR BACKFILL MATERIAL AND COMPACTION SPECIFICATIONS.
3. INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 7" OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1" OF SOIL COVER (MIN. 2" INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
4. INSULATION SPECIFICATIONS PER APPENDIX C 3.9.

USE OF POLYETHYLENE WRAP FOR CORROSIVE SOILS



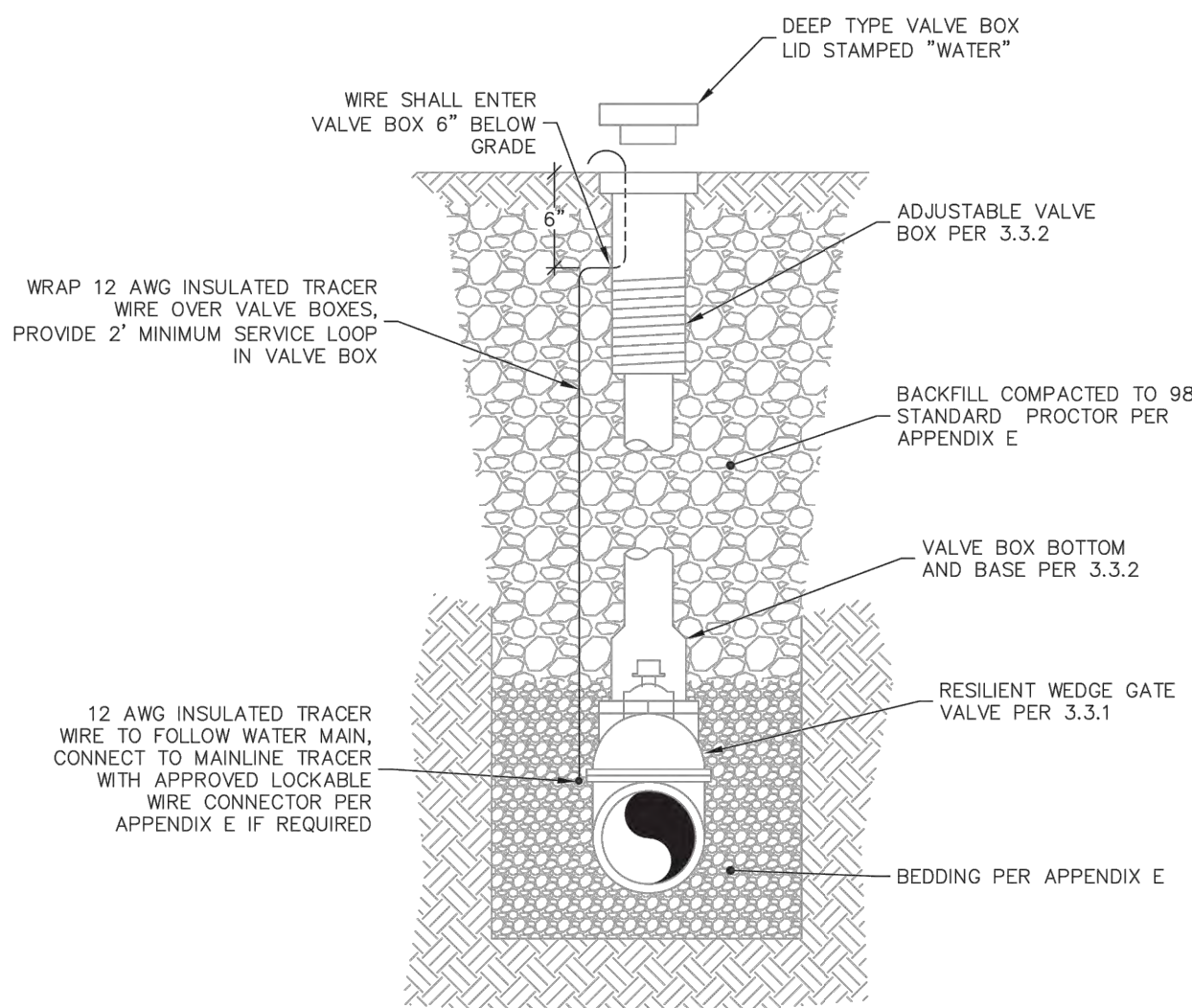
DETAIL POLYETHYLENE WRAP

FIELD INSTALLATION - POLYETHYLENE WRAP

- STEP 1 - PLACE POLYETHYLENE MATERIAL ON PIPE PRIOR TO LOWERING IT INTO PLACE.
- STEP 2 - PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH TAPE TO HOLD THE POLYETHYLENE ENCASEMENT IN PLACE.
- STEP 3 - OVERLAP FIRST TUBE WITH ADJACENT TUBE AND SECURE WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE SHALL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED ON TOP OF PIPE AND TAPED IN PLACE.

GENERAL NOTES:

1. ALL DUCTILE IRON PIPE REQUIRES THE USE OF POLYETHYLENE WRAP UNLESS APPLICANT SUBMITS A SOILS TEST INDICATING THAT NO CORROSIVE SOILS ARE PRESENT.
2. POLYETHYLENE ENCASEMENT PER APPENDIX C 3.2.10.



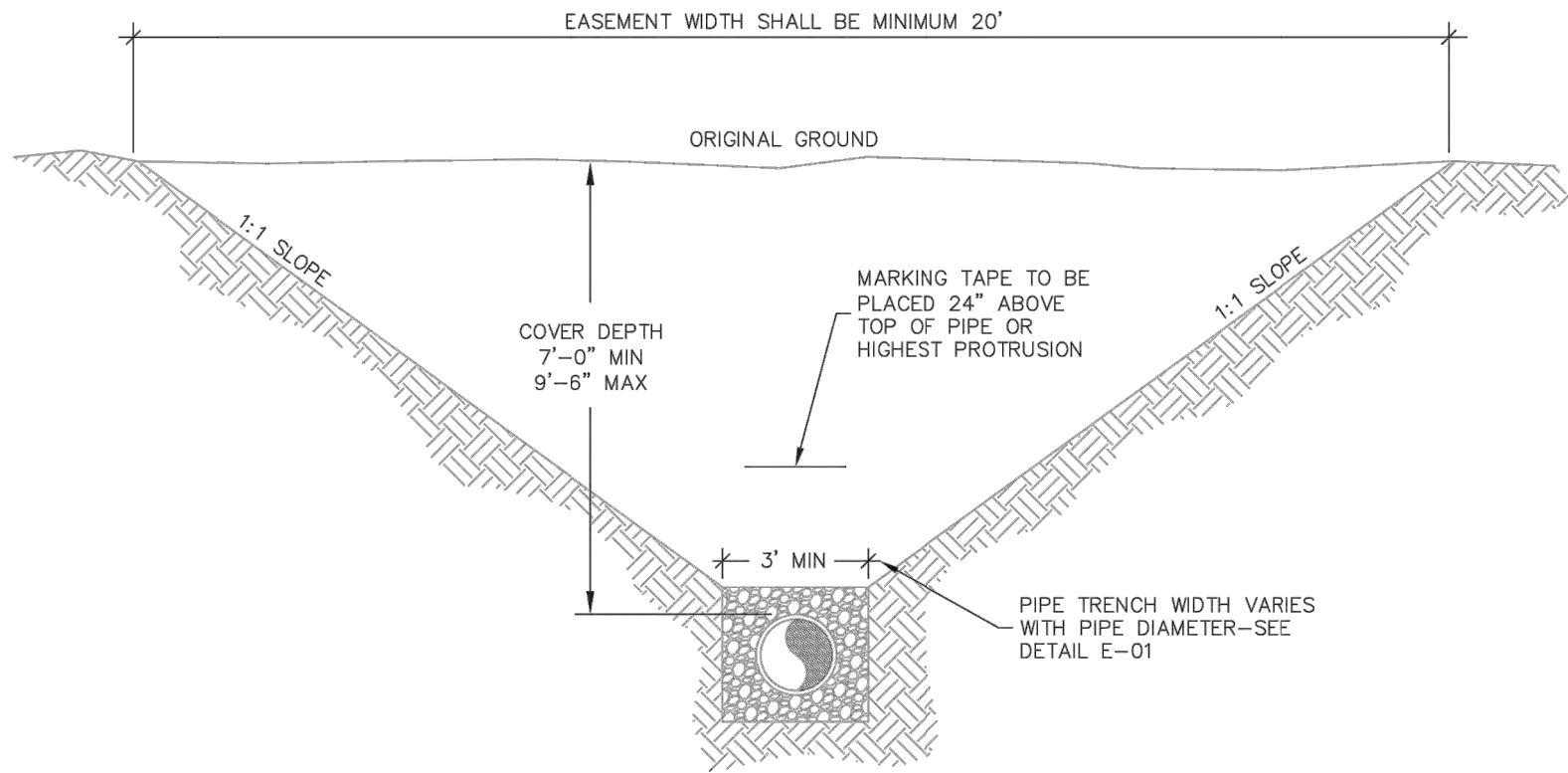
DETAIL GATE VALVE & VALVE BOX ASSEMBLY

GENERAL NOTES

1. VALVE BOX IS TO BE INSTALLED PLUMB, LEVEL, AND CENTERED ON 2" NUT.
2. IF THE DISTANCE FROM THE TOP OF THE OPERATING NUT TO THE TOP OF THE VALVE COVER IS GREATER THAN 9', A CENTERING RING AND EXTENSION STEM IS REQUIRED. THE EXTENSION MUST BE SECURED TO THE VALVE OPERATING NUT.

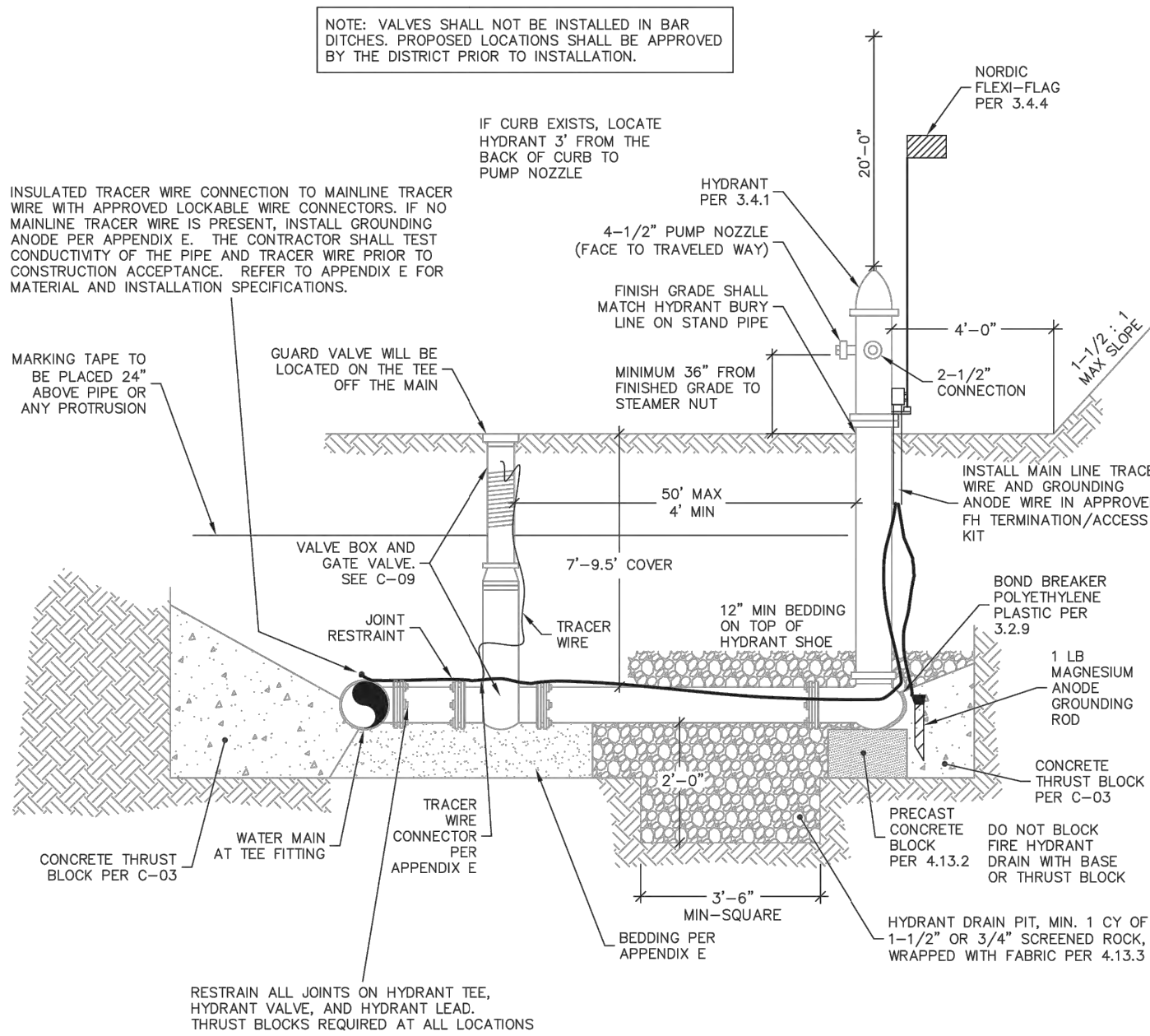
DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

WATER MAIN COVER DEPTH	MINIMUM EASEMENT WIDTH REQUIRED
7'-0" TO 8'-6"	20'
8'-7" TO 9'-6"	25'

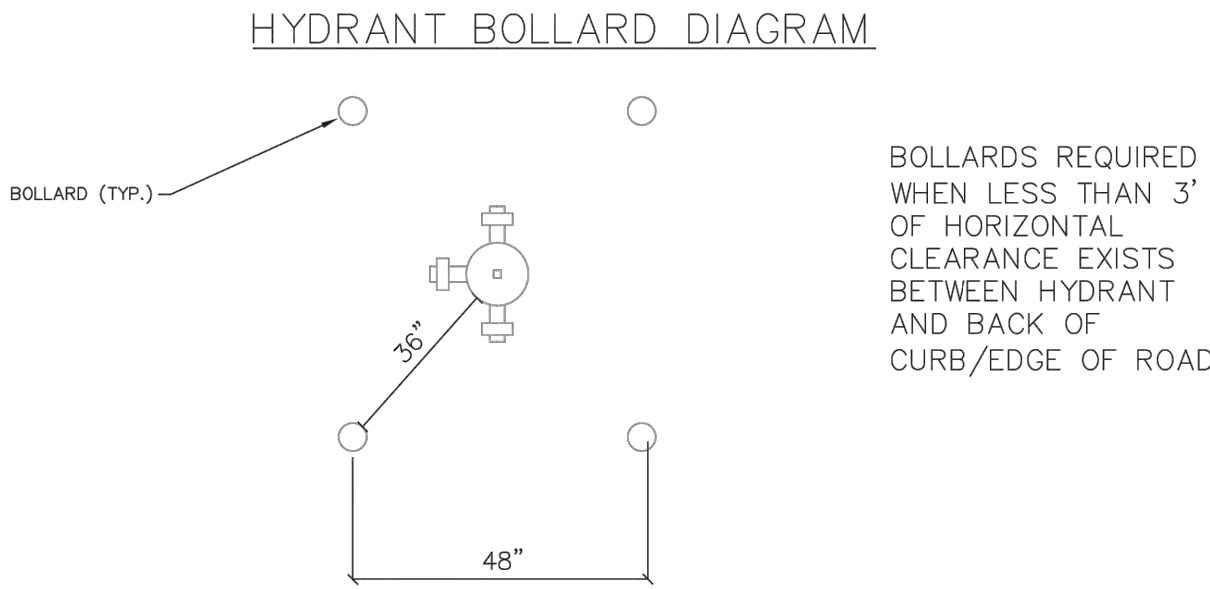
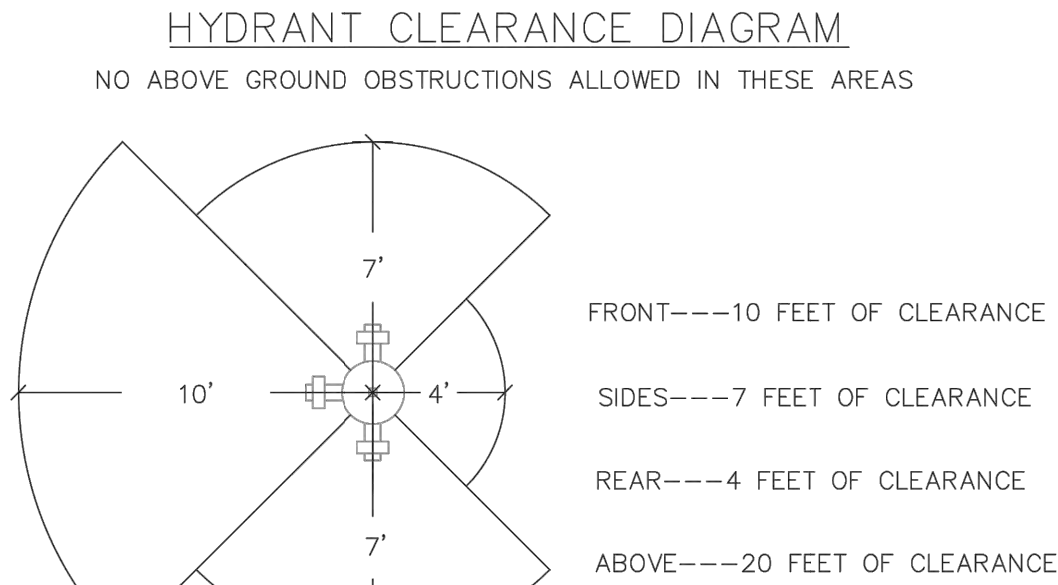


- GENERAL NOTES
- PIPE SHALL BE CENTERED IN EASEMENT.
 - CALCULATE EASEMENT WIDTH AS FOLLOWS:
 $W = \text{DEPTH TO TOP OF PIPE} \times 2 + 3 \text{ FEET}$
 (ROUND UP IN 5 FOOT INCREMENTS)
- EXAMPLE:
 $9 \text{ FOOT DEEP PIPE} = 9 \times 2 + 3 = 21 \text{ FEET}$
 $W = 25 \text{ FOOT WIDE EASEMENT (ROUNDED UP)}$

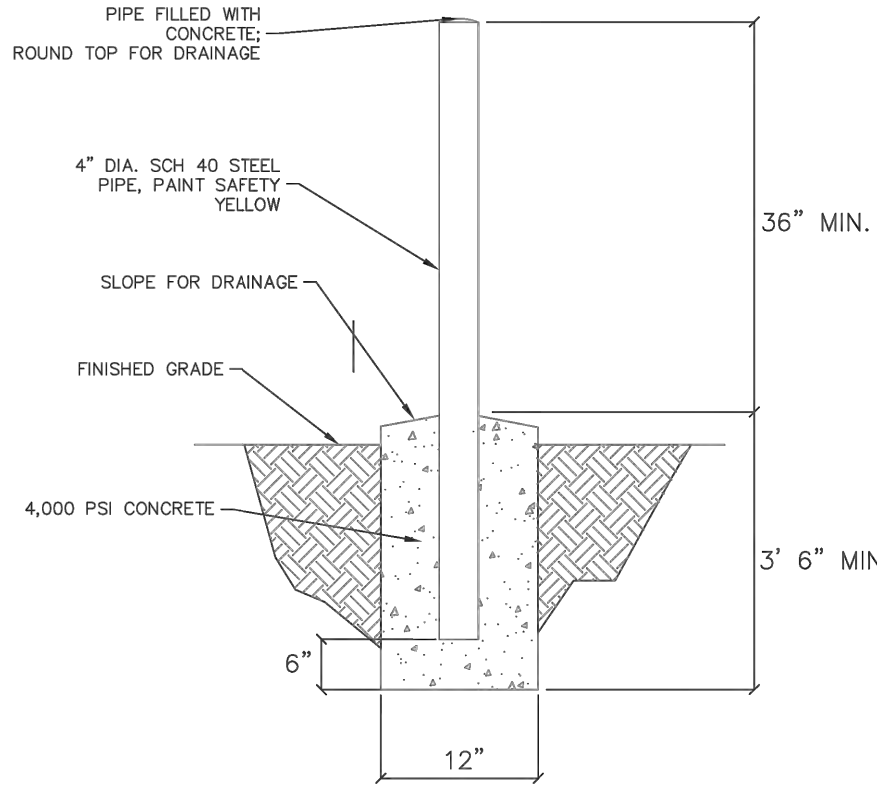
DETAIL EASEMENT WIDTH



DETAIL FIRE HYDRANT ASSEMBLY



DETAIL FIRE HYDRANT CLEARANCES & BOLLARDS



TIMBERLINE
ENGINEERING
INC.
CIVIL STRUCTURAL

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Belden Place PUD

South Minturn Addition

Lots 29, 31 & 32

Minturn, Colorado

NOT FOR CONSTRUCTION

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

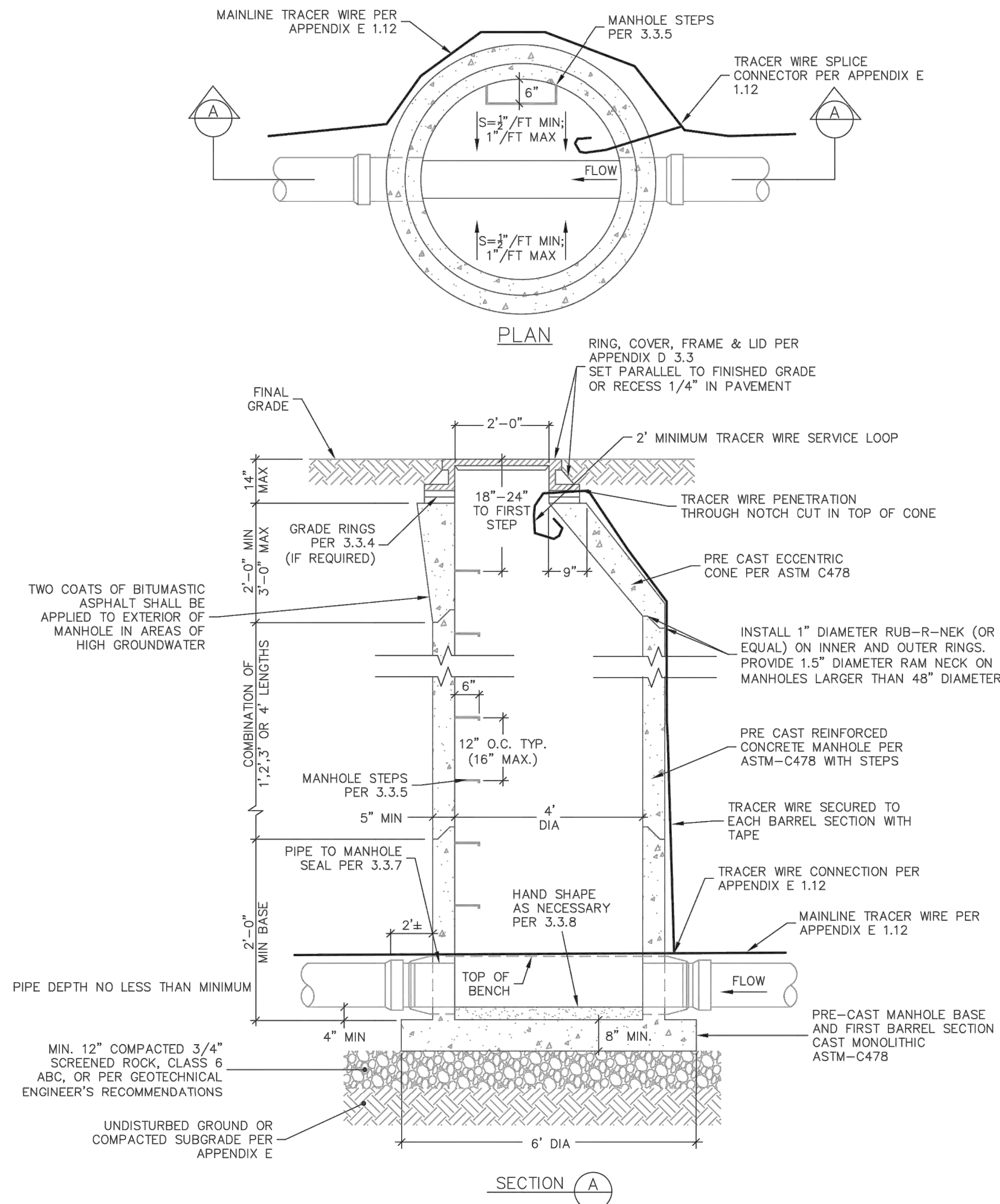
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WATER

DETAILS 2

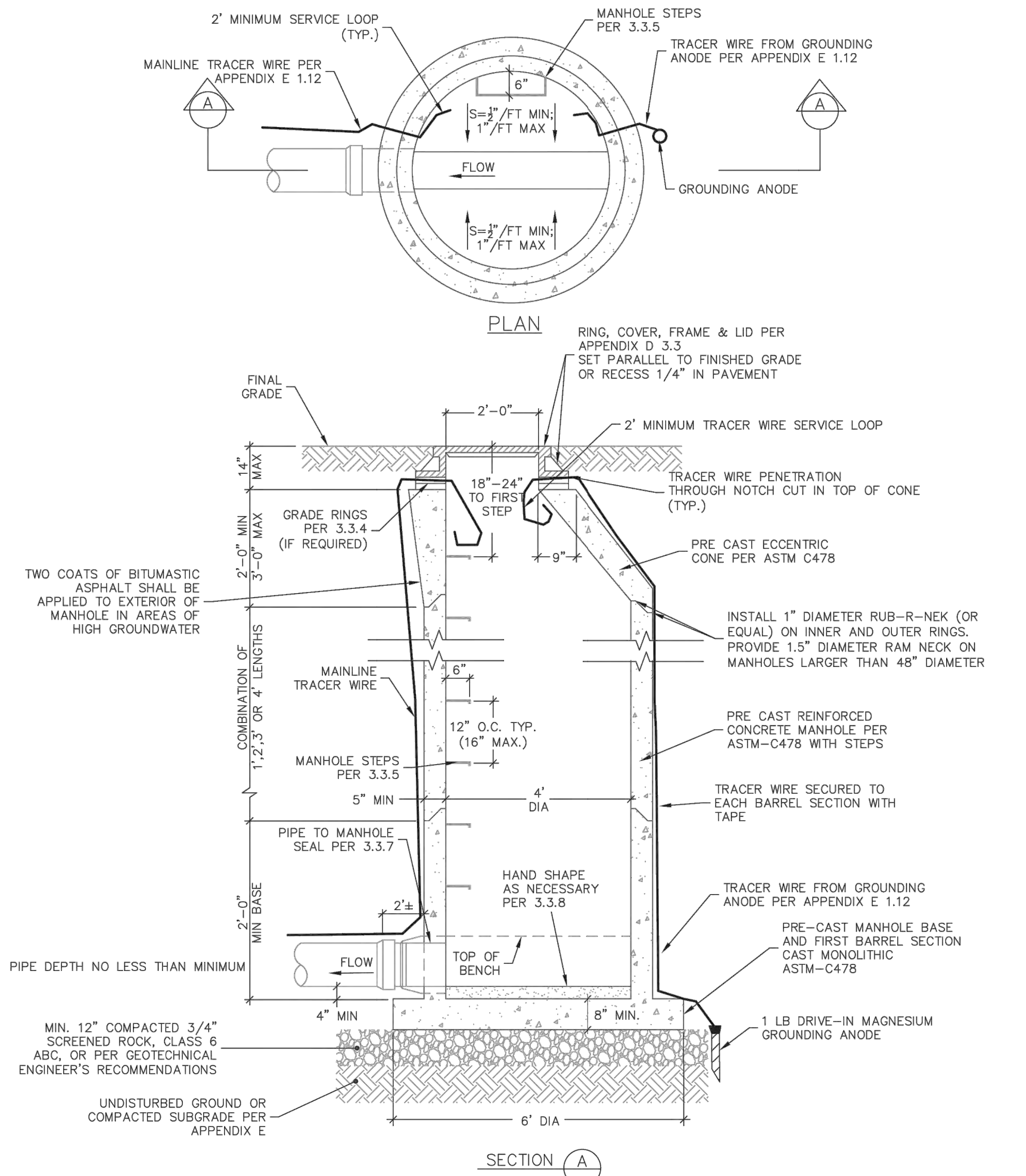
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C.511



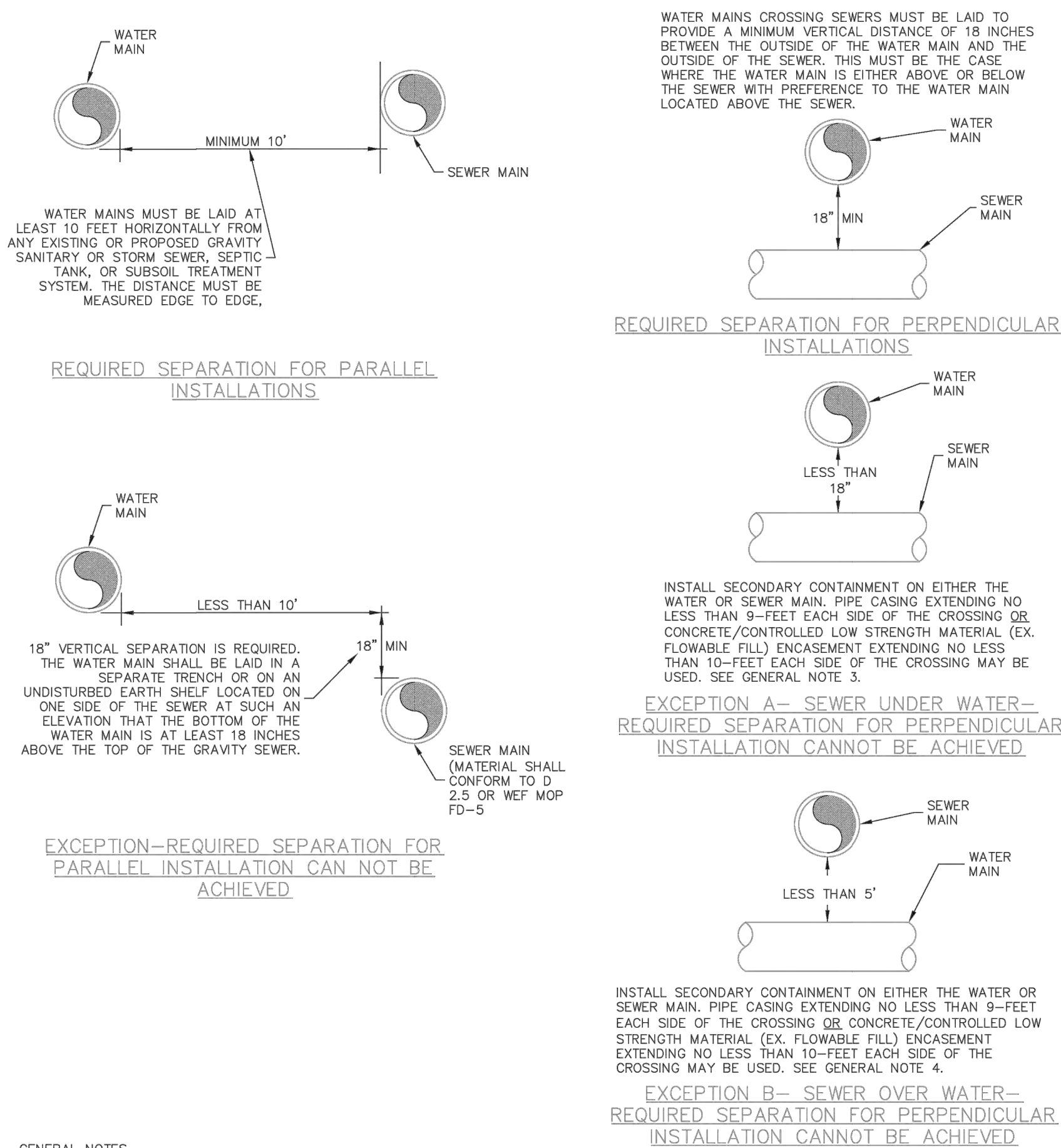
- GENERAL NOTES**
- ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
 - MANHOLE TROUGH SHALL HAVE A MINIMUM OF 0.2" DROP FROM ENTRANCE THROUGH EXIT.
 - FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
 - MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

DETAIL STANDARD MANHOLE



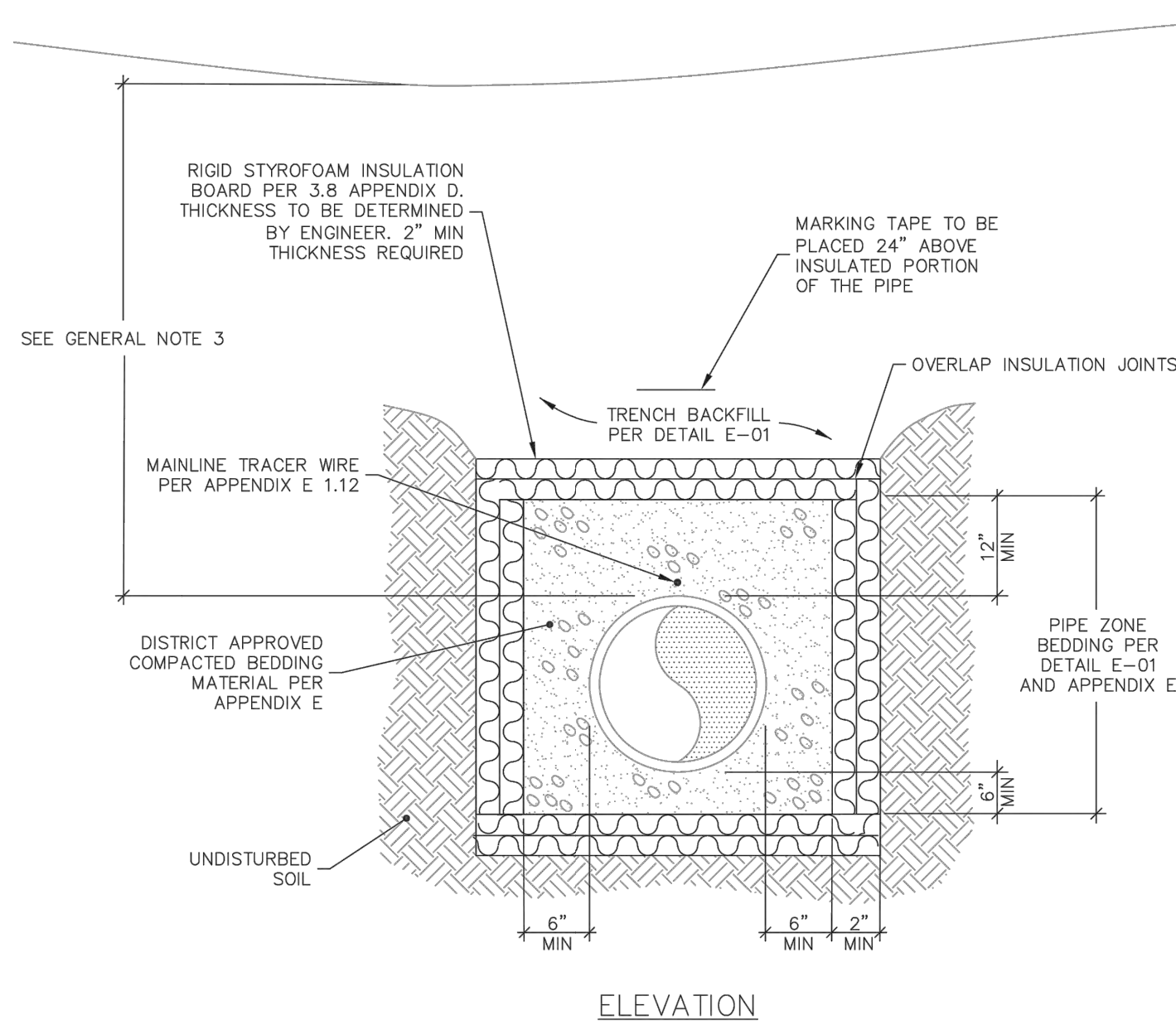
- GENERAL NOTES**
- ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
 - TRACER WIRE SHOWN ENTERING OPPOSITE SIDES FOR CLARITY. WIRES MAY BE INSTALLED PARALLEL THROUGH SAME NOTCH IN PRECAST CONE SECTION.
 - FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
 - MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

DETAIL DEAD END MANHOLE



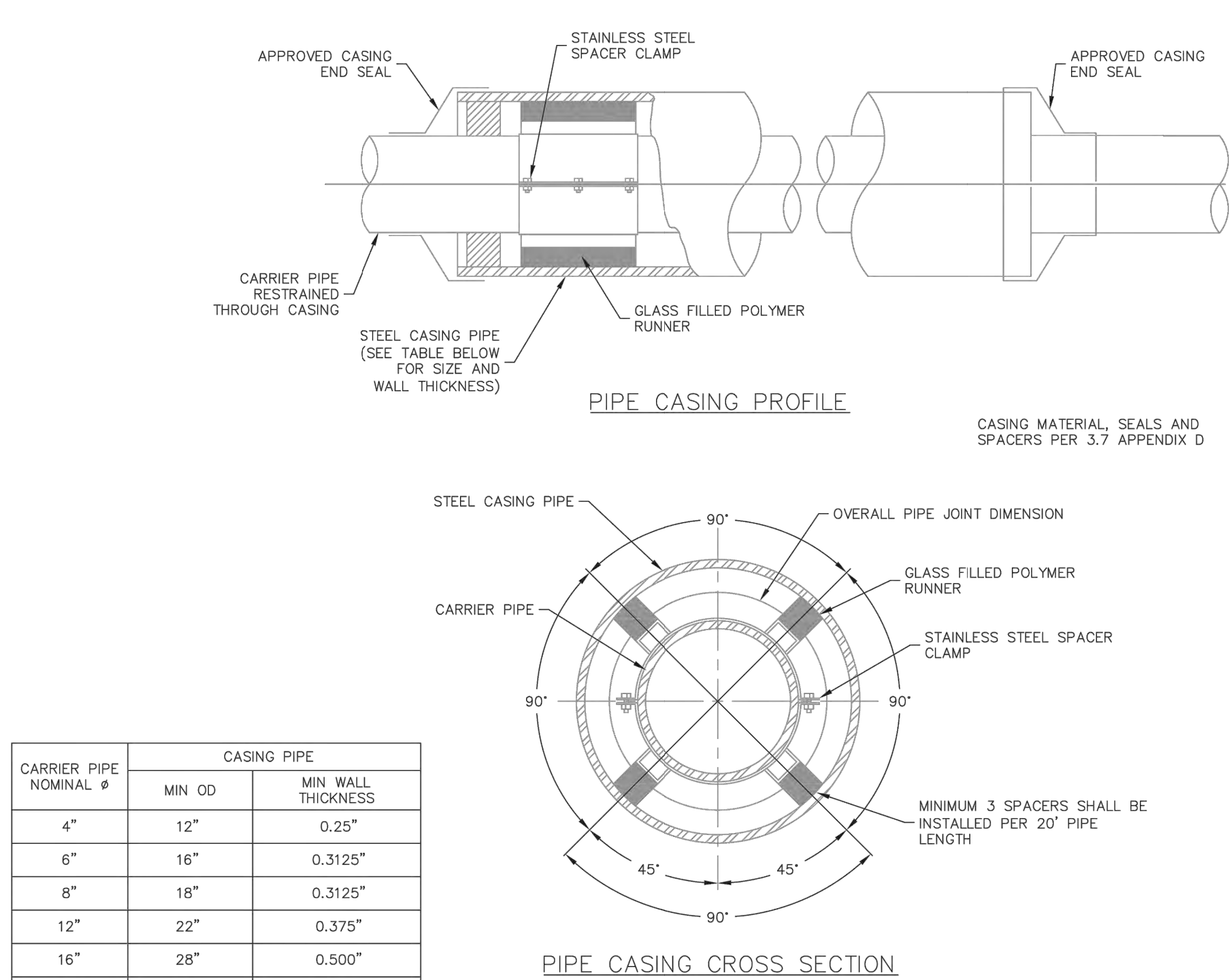
- GENERAL NOTES**
- WATER PIPES MUST NOT PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE. WATER MAIN SHOULD BE LOCATED AT LEAST 10 FEET FROM SEWER MANHOLES.
 - PIPE SEPARATION MUST COMPLY WITH STATE OF COLORADO DESIGN CRITERIA FOR POTABLE WATER SYSTEMS, SECTION 8.8 (ALL DETAILS REGARDING SEPARATION BETWEEN WATER AND SEWER).
 - SECONDARY CONTAINMENT- THE PIPE CASING MUST BE OF WATERTIGHT MATERIAL WITH NO JOINTS. THE CASING PIPE MATERIALS MAY BE STEEL, DUCTILE IRON, FIBERGLASS, FIBERGLASS REINFORCED POLYMER MORTAR (FRPM), OR POLYVINYLCHLORIDE (PVC) WITH SUITABLE CARRIER PIPE SUPPORTS AND CASING PIPE END SEALS.
 - SECONDARY CONTAINMENT REQUIRED UNLESS THE VERTICAL DISTANCE EXCEEDS 8 FEET. THE CASING MUST BE A SINGLE SECTION OF STEEL OR DUCTILE IRON PIPE. THE DESIGN MUST INCLUDE A MEANS TO SUPPORT THE INTERCEPTOR OR SEWER MAIN TO PREVENT SETTLEMENT AND PERMIT MAINTENANCE OF THE WATER MAIN WITHOUT DAMAGE TO THE SEWER PIPE. CROSSINGS INVOLVING JOINTLESS PIPE SUCH AS HDPE, FUSIBLE PVC OR WELDED STEEL DO NOT REQUIRE INSTALLATION OF SECONDARY CONTAINMENT.

DETAIL WATER & SANITARY SEWER SEPARATION



- GENERAL NOTES**
- CONDITION OF LESS THAN MINIMUM BURY DEPTH IS ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
 - THE USE OF INSULATION MUST BE APPROVED BY THE DISTRICT PRIOR TO INSTALLATION.
 - INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 4.5' OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1" OF SOIL COVER (MINIMUM 2" OF INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
 - INSULATION SHALL BE DOW HIGHLOAD 100, OWENS CORNING FOAMULAR 1000, OR APPROVED EQUAL. HIGH COMPRESSIVE STRENGTH FOAM BOARD INSULATION IS REQUIRED WITHIN ALL RIGHT OF WAY AND PAVED AREAS.

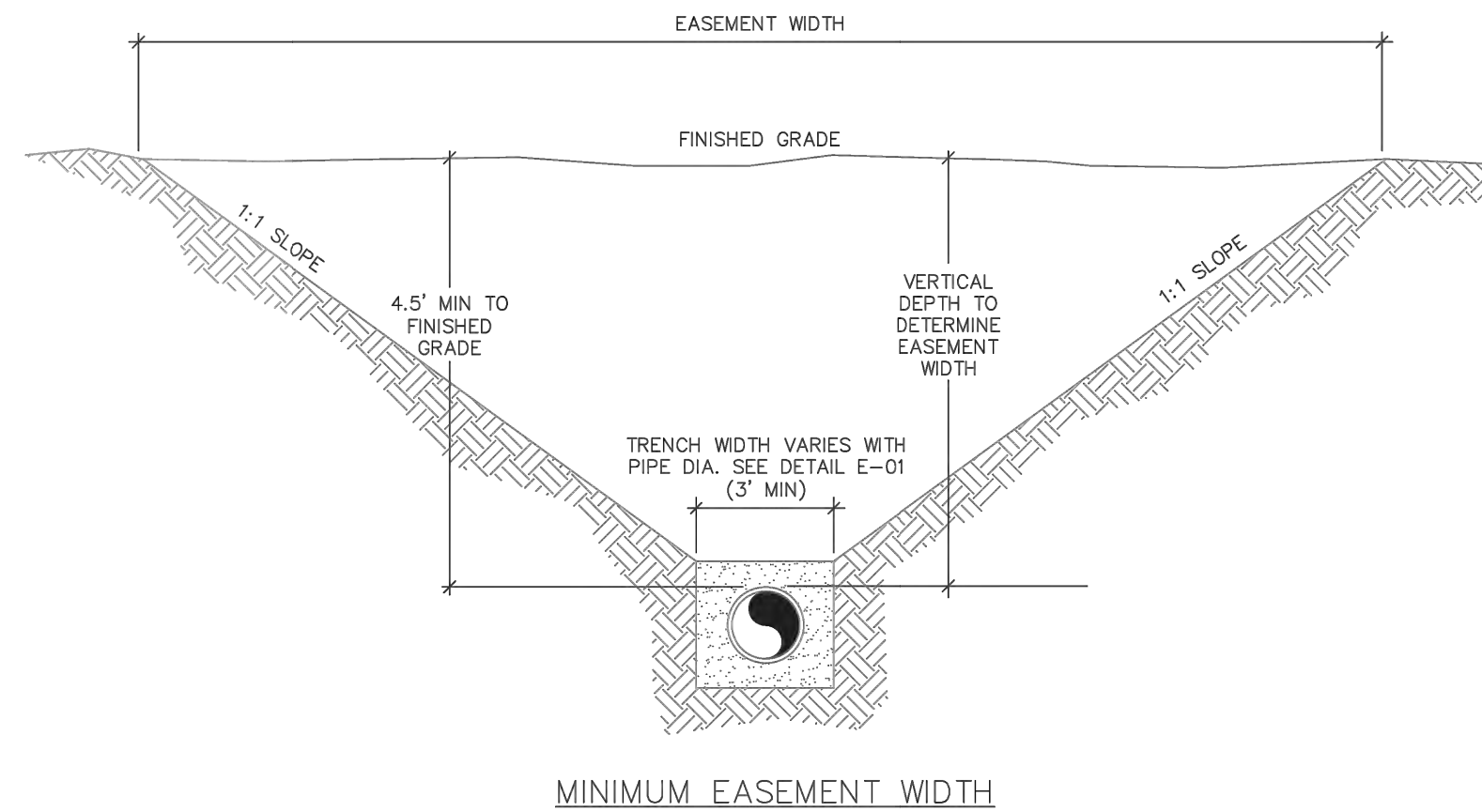
DETAIL SEWER PIPE INSULATION



CARRIER PIPE NOMINAL #	CASING PIPE	
	MIN OD	MIN WALL THICKNESS
4"	12"	0.25"
6"	16"	0.3125"
8"	18"	0.3125"
12"	22"	0.375"
16"	28"	0.500"
20"	32"	0.500"

- GENERAL NOTES**
- FOLLOW MANUFACTURER'S RECOMMENDATION, IF IN CONFLICT WITH ERWD STANDARDS, USE MORE RESTRICTIVE SPECIFICATION.
 - CARRIER PIPE SHALL BE CENTERED AND ALL JOINTS RESTRAINED IN & THROUGH THE CASING PIPE.
 - SEWER MAINS SHALL BE ENCASED SEPARATELY FROM OTHER UTILITIES.
 - ALL FASTENERS SHALL BE T-304 STAINLESS STEEL.
 - MAXIMUM DISTANCE BETWEEN SPACERS SHALL BE 6 FEET ON CENTER.

DETAIL SEWER MAIN CASING



- GENERAL NOTES**
- PIPE SHALL BE CENTERED IN EASEMENT.
 - ANY PROPOSED SEWER MAIN DEPTH GREATER THAN 14' DEEP REQUIRES AN ALTERNATIVES ANALYSIS AND DISTRICT APPROVAL.
 - CALCULATE EASEMENT WIDTH AS FOLLOWS:
W = DEPTH TO TOP OF PIPE X 2 + 3 FEET (ROUNDED UP IN 5 FOOT INCREMENTS)
- EXAMPLE:
10 FOOT DEEP PIPE = 10 X 2 + 3 = 23 FEET
W = 25 FOOT WIDE EASEMENT ROUNDED

DETAIL SEWER EASEMENT WIDTH

SEWER PIPE COVER DEPTH	MINIMUM EASEMENT WIDTH REQUIRED
4'6" TO 8'6"	20'
8'7" TO 11'0"	25'
11'1" TO 13'6"	30'
13'7" TO 16'0"	35'
16'1" TO 18'6"	40'
18'7" TO 21'0"	45'
21'1" TO 23'6"	50'

DATE	REVISION
1/15/21	Preliminary Plat Submittal
4/12/21	PP Revision Resubmittal

Engineer's cost estimate:**Belden Place PUD**

Notes:

1. This Engineer's cost estimate is for the Preliminary Submittal and the associated construction plans dated November 9, 2020.
2. Cost/Unit values reflect the combined estimated cost to purchase materials and the labor required for construction/installation.
3. Unit costs derived via input from Vail Land Company as well as similar CDOT, City of Denver, and western Colorado projects
3. 15% Contingency is assumed for Preliminary Submittals.
4. See pages following this summary for detailed cost breakdowns.
5. Standard rock clause applies.
6. Water & Sewer tap fees not included.
7. Hwy. 24 culvert crossing & culvert to river discharge costs to be covered by Town of Minturn.

<u>Cost Item Summary</u>	<u>COST/UNIT</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
General Conditions	\$395,245	L S	1.0	\$395,245
Water	\$182,648	L S	1.0	\$182,648
Sanitary Sewer	\$176,371	L S	1.0	\$176,371
Shallow Utilities (gas, electric, telephone/internet, CATV)	\$381,224	L S	1.0	\$381,224
Roads & Sidewalks	\$322,383	L S	1.0	\$322,383
Landscaping	\$193,235	L S	1.0	\$193,235
TOTAL				\$1,651,106

DESCRIPTION	COST/UNIT	UNIT	QUANTITY	TOTAL COST
Belden PUD General Conditions				
Mobilization	\$20,000	ea	1	\$20,000
Clear and grub	\$4	sy	5,884	\$23,537
Strip and stockpile topsoil .5' avg.	\$3.25	cy	1,961	\$6,375
Cut to subgrade before scarify/compact (compacted CY)	\$4.30	cy	4,603	\$19,793
Fill & compact to subgr. after scarify/compact (compacted CY)	\$6	cy	5,755	\$34,530
Borrow excavation from lots (or haul off if negative)	\$11	cy	-1,152	\$0
Contractor Trailer	\$1,000	ea	1	\$1,000
Security Fence	\$10	lf	675	\$6,750
Traffic Control	\$10,500	l s	1	\$10,500
Quality control testing	\$10,000	l s	1	\$10,000
Survey monumentation + final plat	\$1,300	ea	26	\$33,800
Stormwater Management	\$5,000	l s	1	\$5,000
West Side MSE Retaining Wall (avg 4' ht)	\$40	Face SF	1,344	\$53,760
East Side MSE Retaining Wall (avg 2' ht)	\$40	Face SF	316	\$12,640
Erosion and Sediment Control	\$9,500	l s	1	\$9,500
Dust Mitigation	\$20,000	l s	1	\$20,000
Concrete & Flow-Fill Washout structure	\$2,500	ea	1	\$2,500
Vehicle Tracking Pad	\$3,000	ea	1	\$3,000
Removal and Disposal of Sediment (Labor)	\$60	hr	20	\$1,200
Removal and Disposal of Sediment	\$150	hr	20	\$3,000
Erosion Control Mangement	\$95	day	60	\$5,700
Sweeping (sediment removal)	\$170	hr	20	\$3,400
Removal of Trash	\$115	hr	20	\$2,300
Sanitary facility	\$750	each	1	\$750
Bus Stop	\$15,000	each	1	\$15,000
SUBTOTAL				\$304,034
PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5% OF COSTS)				\$15,202
CONSTRUCTION STAKING (10% OF COSTS)				\$30,403
CONSTRUCTION CONTINGENCY (15% OF COSTS)				\$45,605
TOTAL				\$395,245

DESCRIPTION	COST/UNIT	UNIT	QUANTITY	TOTAL COST
Belden PUD Water Service				
8" DIP water main with polywrap & concrete kickblocks. 8' depth.	\$68	lf	648	\$44,064
Potholling	\$275	hr	4	\$1,100
12"x 8" wet tap gate valve and box installed on existing	\$7,500	ea	1	\$7,500
8" gate valve and box installed on main	\$1,400	ea	8	\$11,200
6" service lines	\$68	lf	285	\$19,380
6" dia. (8x6" tee, 6" GV, 6" plug) Service Line Construction	\$3,100	ea	5	\$15,500
Install Type K 3/4" Water Service Line, Stop Box and Meter	\$850	ea	25	\$21,250
Fire Hydrants w/ 8" tee & 6" gate valve & 6" pipe	\$6,500	ea	2	\$13,000
Air Vacuum Valve Assembly w/ Manhole	\$5,500	ea	1	\$5,500
Town of Minturn Water inspection fees	\$5,000	ea	1	\$5,000
Pressure Test and Bacteria Test	\$5,000	ea	1	\$5,000
SUBTOTAL				\$148,494
PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5% OF COSTS)				\$7,425
CONSTRUCTION STAKING (3% OF COSTS)				\$4,455
CONSTRUCTION CONTINGENCY (15% OF COSTS)				\$22,274
TOTAL				\$182,648

DESCRIPTION	COST/UNIT	UNIT	QUANTITY	TOTAL COST
Belden PUD Sewer Service				
8" Sewer Main (3'-6' deep).	\$56	lf	577	\$32,308
12" Sewer Main (3'-6' deep).	\$74	lf	335	\$24,923
Sewer manholes	\$4,800	ea	6	\$28,800
4" Sanitary Sewer Services	\$1,200	ea	25	\$30,000
Sewer service lines: 6" diameter (1@43', 1@97', 1@37', 1@98', 1@21')	\$35	lf	296	\$10,360
Waterline Crossings	\$2,000	ea	5	\$10,000
Eagle River Sanitation District inspection fees	\$5,000	ea	1	\$5,000
Testing and televise	\$5	lf	400	\$2,000
SUBTOTAL				\$143,391
PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5% OF COSTS)				\$7,170
CONSTRUCTION STAKING (3% OF COSTS)				\$4,302
CONSTRUCTION CONTINGENCY (15% OF COSTS)				\$21,509
TOTAL				\$176,371

DESCRIPTION	COST/UNIT	UNIT	QUANTITY	TOTAL COST
Belden PUD Shallow Utilities (Elec, Gas, Internet)				
Electrical lines and vaults (mat'l by Excel-estimated-final design pending)	\$100,000	ea	1	\$100,000
Century-Tel Contract (none reqd)	\$0	ea	1	\$0
Install Elec. vaults	\$1,500	ea	6	\$9,000
Shallow "main" trench+bed&install 3@4"E, 4"T, 2"P-c, 4"C /ft+backfill	\$31	lf	1,098	\$34,038
Shallow "services" to lots trench+bed&install 2"T, 2"P-c, 2"C, 2@4"E /ft+backfill	\$31	lf	2,181	\$66,521
Buy/install 4"Sch40, 36"R. 90 degree elbow	\$90	ea	35	\$3,150
Buy/install 2"Sch40, 36"R. 90 degree elbow	\$40	ea	35	\$1,400
PVC cap or plug for all service ends 4"	\$12	ea	70	\$840
PVC cap or plug for all service ends 2"	\$10	ea	105	\$1,050
Shallow Electric Service for Irrigation systems	\$20	lf	50	\$1,000
Street lights				
Shielded- 30'x250W HPS (Includes 2 unmetered panel & contactor photo cell actuat	\$7,500.0	ea	8	\$60,000
Electric wire	\$2.8	lf	400	\$1,100
1.5" conduit to street lights	\$12.0	lf	400	\$4,800
Natural gas				
Natural gas piping materials & welding by Excel Gas (estimated)	\$12.0	lf	1,352	\$16,224
Dig, Bed & Compact gas piping trench for Excel Gas	\$8.0	lf	1,352	\$10,816
Gas service sleeves 6@4"x75, only if needed for scheduling	\$17.3	lf		\$0
SUBTOTAL				\$309,939
PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5% OF COSTS)				\$15,497
CONSTRUCTION STAKING (3% OF COSTS)				\$9,298
CONSTRUCTION CONTINGENCY (15% OF COSTS)				\$46,491
TOTAL				\$381,224

<u>DESCRIPTION</u>	<u>COST/UNIT</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>TOTAL COST</u>
Belden PUD Road Work: 4.0"HBP & 8" Class 6 + 24" C&G + 3.0' Intermittent Sidewalk				
Scarify-wet-compact subgr.	\$2.5	sy	1,807	4,518
Geotextile Fabric Contech C-200	\$9.0	sy	1,807	16,266
Silver Loop & Belden Way - 4" HBP over 8" class 6	\$6.3	sf	16,266	101,663
Fillets at intersection (2@245sf) 12" Class 6 --x cy x 1.6 ton/cy	\$35.0	ton	29	1,016
Fillets at intersection (2@245sf) Concrete flat work	\$21.0	sf	490	10,290
East Side Curb & Gutter 12" Class 6 --x cy x 1.6 ton/cy	\$35.0	ton	109	3,812
East Side 18" Gutter + 6" mountable Curb	\$20.0	lf	712	14,240
Interior Curb & Gutter 12" Class 6 --x cy x 1.6 ton/cy	\$35.0	ton	86	3,020
Interior 18" Gutter + 6" mountable Curb	\$20.0	lf	545	10,900
Interior 3' Sidewalk 12" Class 6 --x cy x 1.6 ton/cy	\$35.0	ton	94	3,287
Interior 3' Sidewalk Flatwork	\$10.0	sf	1,585	15,850
West Side Curb & Gutter 12" Class 6 --x cy x 1.6 ton/cy	\$35.0	ton	97	3,389
West Side 18" Gutter + 6" mountable Curb	\$20.0	lf	467	9,340
East Side 3' Sidewalk 12" Class 6 --x cy x 1.6 ton/cy	\$35.0	ton	27	956
East Side 3' Sidewalk Flatwork	\$10.0	sf	461	4,610
Islands 12" Class 6 --x cy x 1.6 ton/cy	\$35.0	ton	13	454
Islands Flatwork	\$10.0	sf	219	2,190
Scupper w/Reinforced Turf outlet	\$5,000.0	ea	1	5,000
Adjust sewer MH	\$500.0	ea	2	1,000
Adjust water gatevalves	\$500.0	ea	5	2,500
Silver Loop & Belden Way - 4" HBP over 8" class 6	\$6.3	sf	2,106	13,163
Entrance - Concrete Valley pan crossing	\$10.0	sf	104	1,040
Concrete Crossspan at top of ramp	\$21.0	sf	162	3,402
South Ramp Wall	\$500.0	cy	20	10,000
North Ramp Wall	\$500.0	cy	20	10,000
Pavement Markings and Striping	\$5,000.0	ls	1	5,000
Sign - STOP R1-1, 30"x30"	\$400.0	ea	1	400
Sign - Speed Limit	\$200.0	ea	1	200
Sign - No Parking On Street	\$200.0	ea	1	200
Sign - Not a Through Street	\$200.0	ea	1	200
SUBTOTAL				\$257,906
PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5% OF COSTS)				\$12,895
CONSTRUCTION STAKING (5% OF COSTS)				\$12,895
CONSTRUCTION CONTINGENCY (15% OF COSTS)				\$38,686
TOTAL				\$322,383

DESCRIPTION	COST/UNIT	UNIT	QUANTITY	TOTAL COST
Belden PUD Landscaping				
Deciduous Trees				
Honeycrisp Apple 2" Cal	\$500	ea	5	\$2,500
Quacking Aspen 2" Cal	\$500	ea	6	\$3,000
Black Hawk European Mountain Ash 2" Cal	\$500	ea	9	\$4,500
Evergreen Trees				
Baby Blue Eyes Spruce 6 ft	\$500	ea	1	\$500
Ornamental Trees				
Autumn Brilliance Serviceberry 8" clump	\$500	ea	18	\$9,000
Toba Hawthorn 2" Cal	\$500	ea	6	\$3,000
Spring Snow Crabapple 2" Cal	\$500	ea	6	\$3,000
Thunderchild Crabapple 2" Cal	\$500	ea	12	\$6,000
Gambel Oak 8" clump	\$500	ea	11	\$5,500
Deciduous Shrubs				
Creeping Willow 5 Gal	\$100	ea	13	\$1,300
Ash-leaf Spirea 5 Gal	\$100	ea	6	\$600
Miss Kim Lilac 5 Gal	\$100	ea	13	\$1,300
Western Snowberry 5 Gal	\$100	ea	8	\$800
Perennials				
Bronze Carpet Bugle 4"	\$10	ea	425	\$4,250
Lipstick Strawberry 4"	\$10	ea	425	\$4,250
Creeping Potentilla 4"	\$10	ea	425	\$4,250
Labrador Violet 4"	\$10	ea	425	\$4,250
Rocky Mountain Columbine 1 Gal	\$20	ea	262	\$5,240
Bevan's Geranium 1 Gal	\$20	ea	262	\$5,240
Little Business Daylily 1 Gal	\$20	ea	262	\$5,240
Rocky Mountain Iris 1 Gal	\$20	ea	262	\$5,240
Liatris 1 Gal	\$20	ea	262	\$5,240
Shasa Daisy 1 Gal	\$20	ea	262	\$5,240
Rocky Mountain Penstemon 1 Gal	\$20	ea	262	\$5,240
Landscaping Miscellaneous				
Irrigation Water Tap	\$5,000	ea	1	\$5,000
Irrigation System	\$20,000	ea	1	\$20,000
Irrigation Controller	\$2,700	ea	1	\$2,700
Topsoil (soil + placement)	\$44	tn	378	\$16,646
Seeding (hydraulic)	\$2,000	ac	0.47	\$938
Soil Conditioning	\$2,700	ac.	0.47	\$1,266
Tire Swing	\$500	ea	1	\$500
Picnic Table	\$500	ea	1	\$500
Balance Logs	\$500	ea	1	\$500
Decorative Boulders	\$500	ea	1	\$500
Dog Waste Station	\$200	ea	4	\$800
Landscape Maintenance (24 month)	\$24,000	l s	1	\$24,000
SUBTOTAL				\$168,030
CONSTRUCTION CONTINGENCY (15% OF COSTS)				\$25,205
TOTAL				\$193,235



DRAINAGE REPORT FOR:

**Belden Place PUD
1201 Main St
Minturn, Colorado**

November 9, 2020

Prepared for:

Alison Perry
Vail Land Company
PO Box 4691
Eagle CO, 81631
perry@vailland.com

Engineers Certificate:

I hereby affirm that this report and the accompanying plans for the Belden Place PUD was prepared by me (or under my direct supervision) for the owners thereof in accordance with the provisions of the Town of Minturn Drainage Criteria and approved variances and exceptions listed thereto. I understand that it is the policy of the Town of Minturn that the Town of Minturn does not and will not assume liability for drainage facilities designed by others.

David John Anderson License No. 39276
Licensed Professional Engineer, State of Colorado



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 - Soils
 - Ground Cover
 - Historical and Post-Development Peak Discharges
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- Erosion Control
- Conclusions

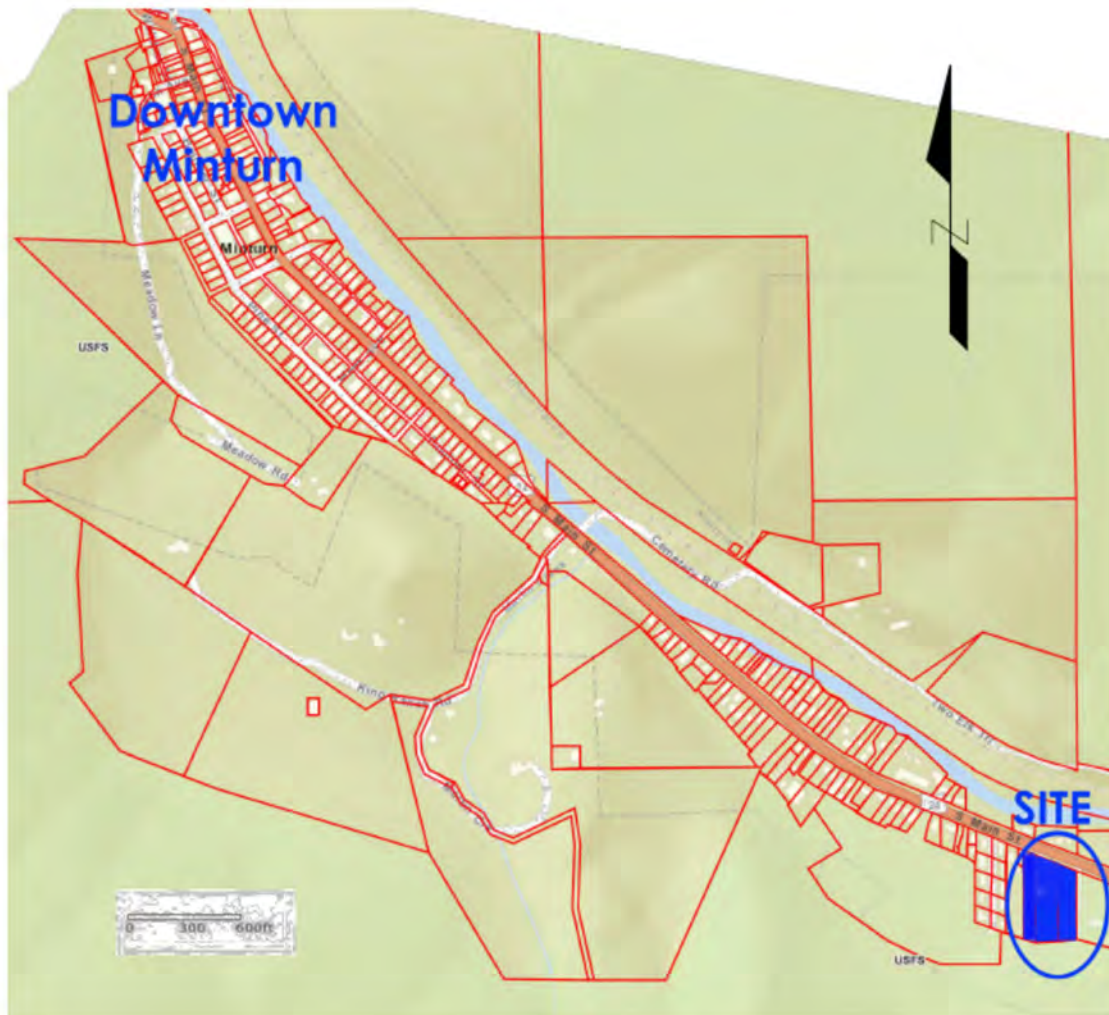
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Time of Concentration / Time of Travel Calculations
Historical & Post Development Peak Discharge Calculations

Figure B2 Calculations:
Storm Water Conveyance - Hwy 24 Culvert



VICINITY MAP

INTRODUCTION

This drainage report is associated with the Preliminary Plat submittal and presents the results of a drainage study performed for the Belden Place PUD (PUD). The PUD is located adjacent to US Highway 24 at 1201 Main St, Minturn, Colorado. The study evaluates the existing historical and proposed post-development drainage patterns for the watershed(s) associated with this project. This study verifies the adequacy of the proposed drainage facilities within and associated with the development as well as supports the materials used in the construction drawings. This report shows a significant reduction in stormwater drainage impacts to neighboring properties and the Town of Minturn as a result of the construction of a proposed Hwy 24 culvert. This culvert installation will be used to divert historical stormwater drainage directly to the Eagle River.

Site Conditions

The site is located on the south end of the Town of Minturn in the area known as Southtown. Recently, the site was developed with single and double wide trailer homes on the eastern portion and single-family residences on the southern, central, and western portions of the site. Several of the single-family residences had basement foundations. Currently the site has been mostly demolished. One single family residence w/ ADU, referred to as the Christiansan Residence, exists at the north west corner of the proposed PUD in existing Lot 29 (north of proposed Lot 16). The proposed average site elevation is approximately 7925' above mean sea level. Generally, the site slopes down at +/- 2% continuously from south-east, elevation 7927 to north-west, elevation 7923 with a total elevation differential of approximately 4.0'. There is an existing natural swale at the base of the mountain near the south end of the site which drains to the west. The ground surface of the site is covered in concrete pavement, grass, and weeds, and is bare in areas of demolition. Single-family residences are north, east, and west of the site. A heavily wooded slope is to the south of the site. Lands to the east and south are owned by the U.S. Forest Service. Main Street (US Highway 24) is adjacent to and north of the site.

Duran Subdivision

Within the proposed PUD exists the currently approved Duran Subdivision. The Duran Subdivision consists of 3 lots. Lot 3, which is located nearest to Highway 24, was not developed. Lots 1 & 2 previously had single-family residences but those have been demolished. The Duran Subdivision will be incorporated into the proposed Belden Place PUD and redeveloped with a different lot structure in association with the approval of the Belden Place PUD.

Other Drainage Studies

The Old Town Master Drainage Plan (2013) for the Town of Minturn (OTMDP) was reviewed as part of this study as it relates to the project. There are no other known previous site-specific drainage reports for this site. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 08037C0658D for Eagle County, Colorado and Incorporated Areas dated December 4th, 2007, panel 658 of 1125, does not indicate a 100-year floodplain near the project site.

Proposed Drainage Infrastructure

Drainage infrastructure will be included in and associated with the PUD design in order to handle stormwater runoff for the proposed development.

The OTMDP suggests altering existing drainage patterns with a drainage diversion channel that would be constructed across Forest Service Property at the base of the mountain in order to route stormwater south of town. The OTMDP calls for the channel to begin approximately 1330 lineal feet east of the PUD site, where the base of the mountain meets Highway 24. The OTMDP proposed drainage channel will end approximately 300' west of the PUD at the point determined in the OTMDP.

This report presents an alternative to this OTMDP drainage diversion strategy: to not construct the drainage diversion channel and alternatively install a culvert under HWY 24 that will intercept the entirety of the Forest Service stormwater drainage and send it directly to the Eagle River before this stormwater enters the Town of Minturn. This strategy provides for significant reduction in stormwater drainage that will reach the Town of Minturn from this Southtown area.

PUD construction will include the installation of retaining walls as well as modify the site grading such that drainage within the site boundaries be approximately equally split between the north and south extents. The post-development southerly-half stormwater drainage will be directed to the historical discharge point at open space in the southwest corner. The post-development northerly-half stormwater drainage will be primarily directed to the open space in the northeast corner where it will join with the Forest Service stormwater discharge and be sent to the Eagle River via a proposed culvert under Hwy 24.

Overland drainage will be routed toward the streets and then curb and gutters will carry the drainage to the respective northeast and southwest collection areas which will provide clarification by the grassy area routing.

Existing drainage patterns associated with the Christiansan parcel will remain substantially unaltered and stormwater will discharge at the historical discharge point. Stormwater flows at this historical discharge point will be significantly reduced as a result of diverting the Forest Service stormwater drainage to the Eagle River via the proposed culvert under Hwy 24.

HYDROLOGIC ANALYSIS

Criteria

Historical and post-development peak discharges were analyzed for the 2-year and the 100-year storm events. Rainfall data is derived from NOAA Atlas 14, Volume 8, Version 2. The Rational Method was used for determining runoff. Peak runoff calculations are performed using Urban Drainage and Flood Control District software UD-Rational V 2.00.xlsm, released May 2017. Detention pond calculations are not included as a result of the overall large reduction in post-development discharge rates from the PUD due to diversion of flows to the proposed culvert under Hwy. 24. All as presented in the summary below.

Drainage Basins

This report uses three (3) historical drainage basins and four (4) post-development drainage basins to encompass the study areas. Figure A1 in Appendix A illustrates the historical drainage basins and Figure A2 illustrates the post-development drainage basins. Each of these exhibits shows the direction of flow within each basin.

Historical Basins

Historical basins H1, H2, and H3 contain an area of 33.38 acres. All as shown on Figure A1.

All historical basins discharge along the western boundary of the PUD and aggregate into an existing drainage path at the base of the mountain.

Basin H1 is 23.35 acres. The area is primarily meadow with some impervious areas including half of Highway 24 and some residential development. There is an existing culvert under Highway 24 near the midpoint of the north basin line. It is apparent this culvert does not function properly and stormwater bypasses the culvert. This culvert/inlet could be reconstructed to perform better and create the stormwater diversion point intended. Impervious areas include the south side of highway 24, driveways and houses. This basin also includes areas of gravel drives and grassy meadows and the heavily wooded steep slopes to the south. Basin H1 discharges to the location shown in Figure A1 as Design Point #1 (northwest corner of PUD).

Basin H2 is 9.32 acres. Much of this basin is heavily wooded w/ steep slopes to the south and grassy meadows. It also contains a small portion of impervious areas including driveways and houses. Basin H2 discharges to the location shown in Figure A1 as Design Point #2.

Basin H3 is 0.72 acres and contains gravel drives, grassy meadows and houses and discharges to Design Point #3 as shown in Figure A1.

Proposed Basins

Proposed basins P1-P4 encompass an area of 30.66 acres.

Basin P1 will discharge across Hwy 24 to the north and flow to the Eagle River. Basins 2 through 4 discharge along the western boundary at the historical discharge locations.

Basin P1 is 19.99 acres, and is a slightly reduced version of Basin H1. The reduction has been created by the slight change in drainage patterns within the PUD boundary. Impervious areas increase slightly due to the additional impervious elements of the PUD.

Basin P1 discharges to the location shown in Figure A2 as Design Point #1 which is the entrance to the culvert that will be installed under Hwy 24. The culvert will be used to course the Basin P1 stormwater drainage flow directly to the Eagle River instead of it being directed toward its historical discharge point along the western boundary of the PUD and towards the Town of Minturn.

Basin P2 is 8.85 acres and is a slightly reduced version of Basin H2. The reduction has been created by the slight change in drainage patterns within the PUD boundary. Basin P2 discharges at the southwest corner of the PUD shown in Figure A2 as Design Point #2.

Basin P3 is 1.48 acres and contains approximately one-half of the PUD. This basin will include proposed houses, parking areas, driveways, and roads as impervious elements as well as two open space areas. The basin drains to the southwest corner of the PUD and stormwater will be routed through the grassy open space area prior to being discharged. The PUD design includes a below grade parking area at the south end of the site underneath the proposed triplexes. There is a ramp proposed for access to the parking area. The drainage basin associated with this ramp as sub-basin within Basin P3. The design will require drains, pipes, pumps, and controls to handle the stormwater generated from the ramp and enters the below grade structure. Stormwater from this area will be pumped to daylight and routed to the southwest open space via curb and gutter. Basin P3 discharges to the location at the southwest corner of the PUD as shown in Figure A2 as Design Point #3.

Basin P4 is 0.34 acres. This basin encompasses the northwest corner of the PUD including the Christiansan Residence. This basin drains to the northwest open space depression. This depression will detain the stormwater generated from the Christiansan residence w/ ADU, and one-half of the proposed entrance road adjacent to the residence. Basin P4 discharges to the historic location near the northwest corner as shown in Figure A2 as Design Point #4.

Soils

A subsoil study was performed by Kumar & Associates, Inc. The results of which are included in their soils report for Project No. 19-7-505 dated September 18, 2019. Exploratory borings were performed in multiple locations around the site. The soil profile consists of 1 to 5 feet of loose to medium density, silty sand and gravel, some of which contains topsoil, demolition debris, and concrete driveway materials. Soils below those described above are medium dense to dense sand and gravel. These soils contain cobbles and some small boulders. Borings were performed at 5 locations across the site with 11'-16' boring depths. There was no ground water or bed rock found. A percolation test was attempted at the center of the site. The borehole was not able to maintain a head of water. A percolation rate of 1 minute per inch was recommended. Other investigations indicate the soil on the property is NRCS Soil Class B.

Ground Cover

The drainage area was divided into four (4) ground cover regions: heavily wooded, meadow, gravel and impervious. The ground cover regions were determined by aerial photography and site inspections. See Figures A3 & A4 in Appendix A for illustrations.

Historical and Post-Development Peak Discharges

Tables 1 & 2 illustrate the historical and post-development peak flows being routed to to historical drainage discharge zones at Design Points H1/P4 & H5/P5. Design Points H1/P4 are located at the same location, at the northwest corner of the PUD, for both the historical and proposed conditions. Design point H5/P5 is representative of the total flow west of the PUD and includes flows that are routed through or originate from the PUD. See Figures A5 & A6 in Appendix A for a visual representation of the drainage basins and flow paths. The results shown in Table 1 below indicate a significant *decrease* (-95%) in peak flow rate at Design Point H1/P4 for the major storm event, and a significant decrease (-82%) for the minor storm event. Table 2 results shown below indicate significant *decrease* (-57%) in peak flow rate at Design Point H5/P5 for the major storm event and a small *increase* (+14%) for the minor storm event. Historical discharge from the PUD at Design Point H3 will be eliminated therefore further decreasing impacts to the neighboring property to the west. The proposed Hwy 24 culvert at Design Point P1 will divert significant flows from entering the Town of Minturn storm water drainage system: a minor storm event of 0.78 cfs and a major storm event of 19.76 cfs.

Table 1: Peak Flows at Design Point H1/P4

	2-yr Storm	100-yr Storm
Historical (H1)	0.73 cfs	19.08 cfs
Post-development (P4)	0.13 cfs	0.90 cfs
Difference	-0.60 cfs (82%decrease)	-18.18 cfs (95%decrease)

Table 2: Peak Flows At Design Point H5/P5

	2-yr Storm	100-yr Storm
Historical (H5)	0.86 cfs	32.67 cfs
Post-development (P5)	0.98 cfs	13.88 cfs
Difference	+0.12 cfs (14% increase)	-18.79 cfs (57%decrease)

DETENTION PONDS

Detention ponds are not being proposed for the PUD as a result of the significant reduction in stormwater drainage impacts to neighboring properties and the Town of Minturn via the construction of the proposed Hwy 24 culvert.

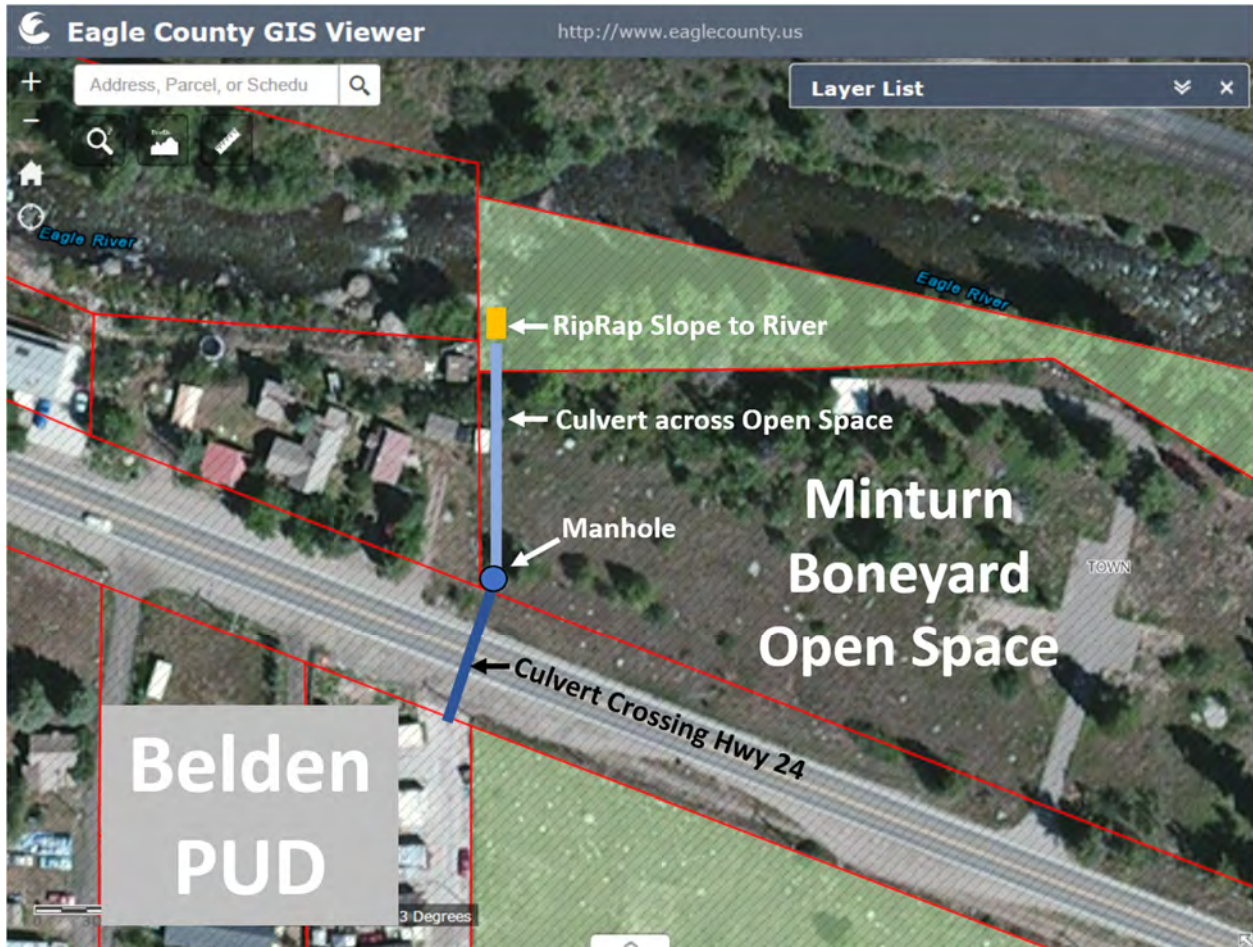
Open space landscape areas, at the northeast, northwest, and southwest corners, where the PUD discharge zones are located will provide for settlement and filtration of stormwater drainage flows prior to discharge from the PUD.

STORM WATER CONVEYANCE

The design of the storm water conveyance system within the PUD, which is primarily the streets system with curb and gutter and open space areas, are sized to convey the 2-year storm event and to hold their integrity during the 100-year storm event. The

gutter flows for the 2-year storm will be maintained within 2.5 feet of the edge of pavement. Additionally, the 100-year flows will be maintained within the right of way.

The Hwy 24 culvert sizing is determined by a larger, 500-year, stormwater drainage event which produces 33.47 cfs at the P1 design point. Below is the proposed alignment and discharge strategy.



See appendix B for storm water facility capacity calculations.

EROSION CONTROL

Silt fences will provide temporary erosion control during construction. The construction plans provide more detail on the temporary erosion control structures. Riprap at culvert outlets and critical locations, and revegetation will provide permanent erosion control. Sandbags shall be placed adjacent to roadway inlets to reduce the amount of solids entering the drainage conveyance system.

CONCLUSION

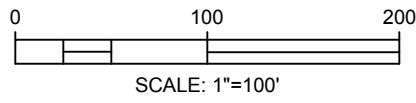
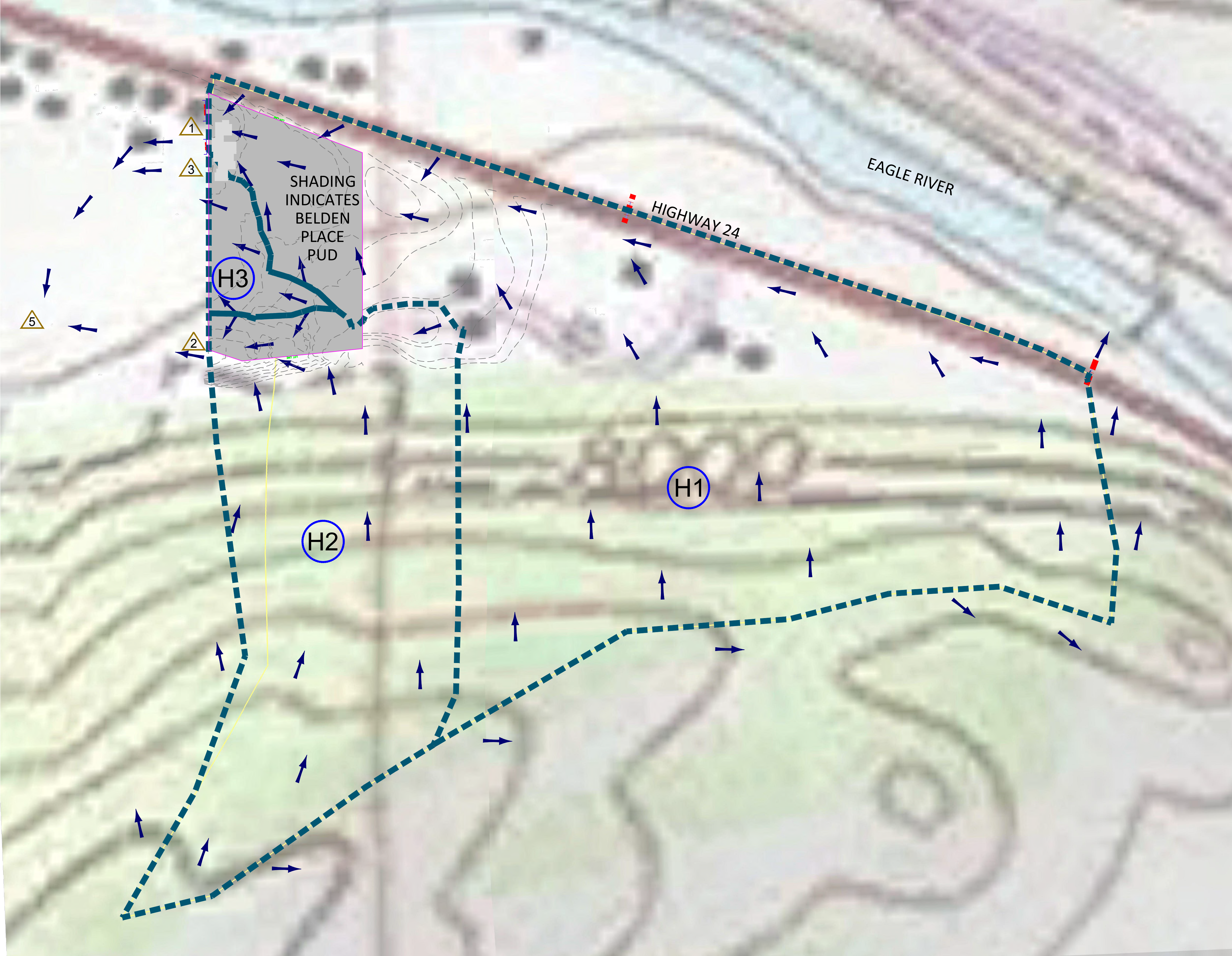
In summary, this report strives to comply with all the necessary requirements established in the region. The purpose is to estimate the existing drainage patterns, proposed drainage patterns, compare the two values and determine the necessary stormwater facilities required for conveyance and mitigation.

Appendix A

Figures

FIGURE A1

HISTORICAL DRAINAGE BASIN MAP



LEGEND

- (H1)** DRAINAGE BASIN IDENTIFICATION NUMBER
- △1** DESIGN POINT
- DRAINAGE BASIN BOUNDARY
- PUD BOUNDARY
- EXISTING CONTOUR
- INDICATES DIRECTION OF SURFACE DRAINAGE
- EXISTING CULVERT

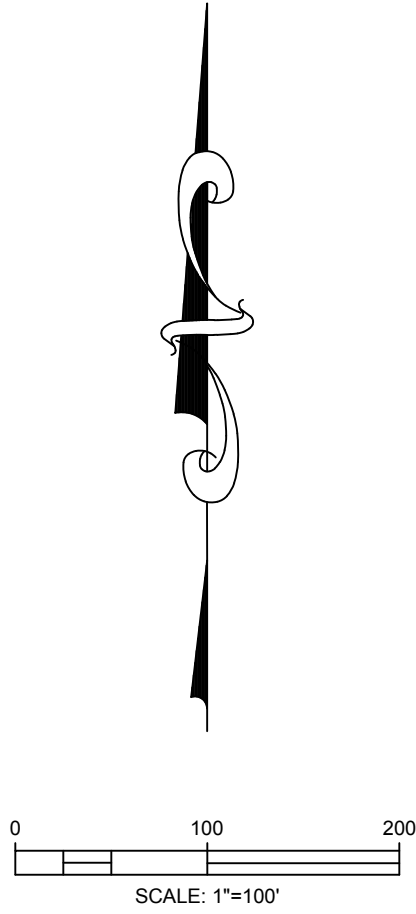
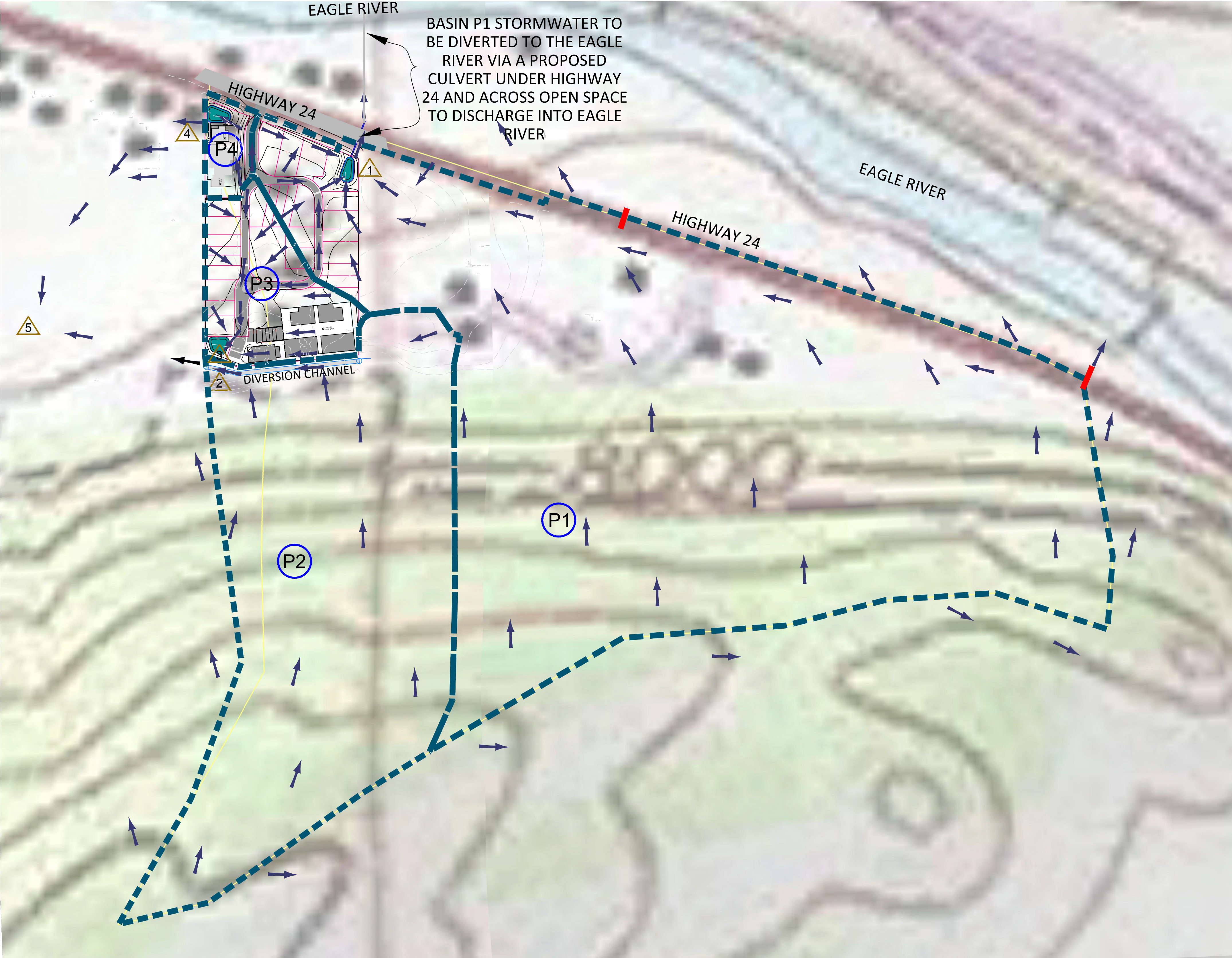
DRAINAGE BASIN AREAS

- (H1)** 23.350 ACRES
- (H2)** 9.320 ACRES
- (H3)** 0.720 ACRES

NOTES:
1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, & SURVEYOR. CONTOUR INTERVALS VARY.

FIGURE A2

POST-DEVELOPMENT DRAINAGE BASIN MAP



LEGEND

- P1 DRAINAGE BASIN IDENTIFICATION NUMBER
- 1 DESIGN POINT
- DRAINAGE BASIN BOUNDARY
- PUD BOUNDARY
- EXISTING CONTOUR
- INDICATES DIRECTION OF SURFACE DRAINAGE
- EXISTING CULVERT

DRAINAGE BASIN AREAS

P1	19.99 ACRES
P2	8.85 ACRES
P3	1.48 ACRES
P4	0.34 ACRES

NOTES:
1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, & SURVEYOR. CONTOUR INTERVALS VARY.

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CHECKED BY:	DJA
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Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

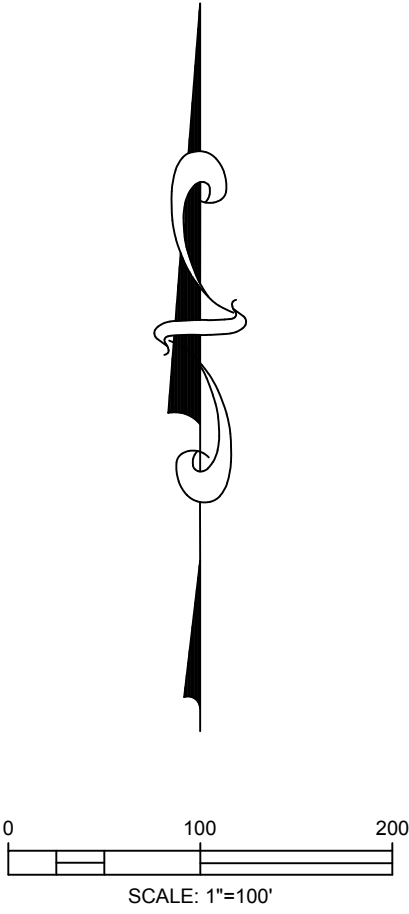
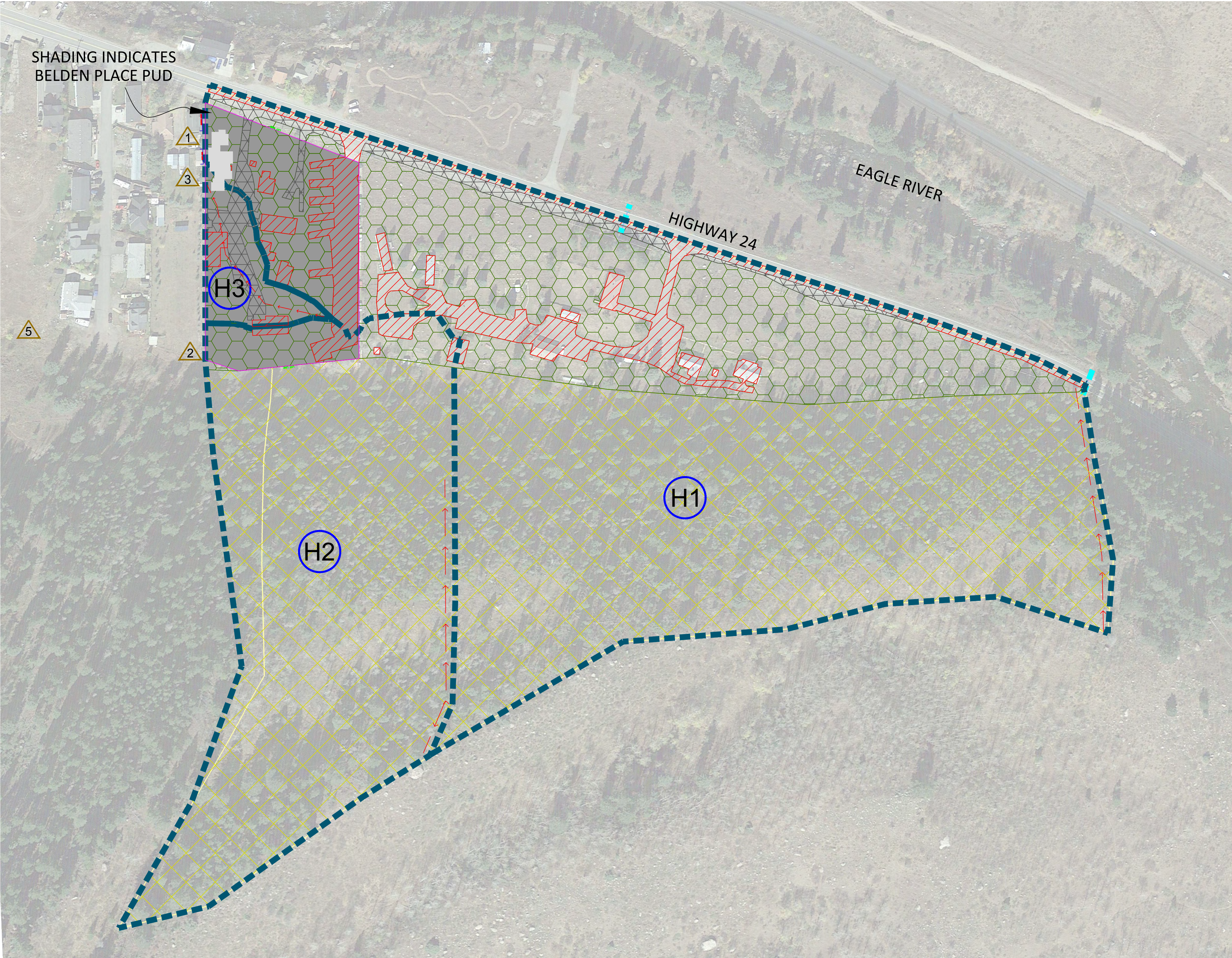
DATE	REVISION
11/9/20	Preliminary Plat Submittal

POST-DEVELOPMENT
DRAINAGE
BASIN MAP






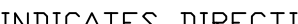

FIGURE
A2

FIGURE A3

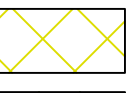
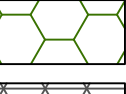
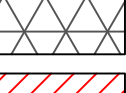
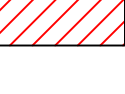
HISTORICAL HYDROLOGIC SOILS
& GROUND COVER MAP



LEGEND

-  DRAINAGE BASIN IDENTIFICATION NUMBER
-  DESIGN POINT
-  DRAINAGE BASIN BOUNDARY
-  PUD BOUNDARY
-  EXISTING CONTOUR
-  INDICATES DIRECTION OF SURFACE DRAINAGE
-  EXISTING CULVERT

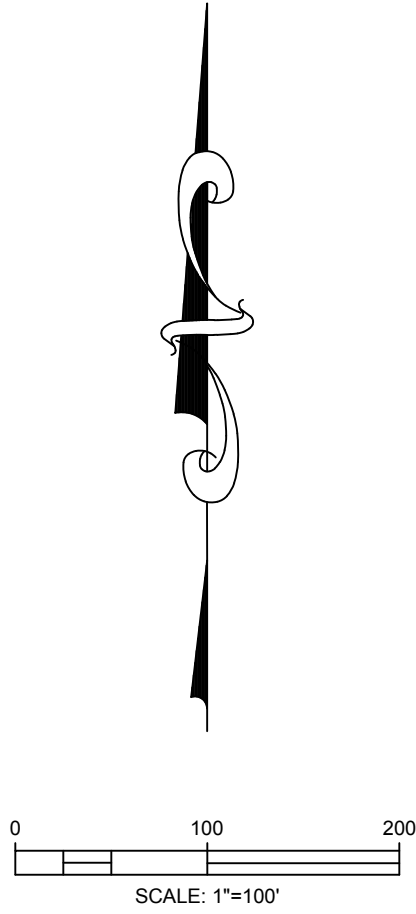
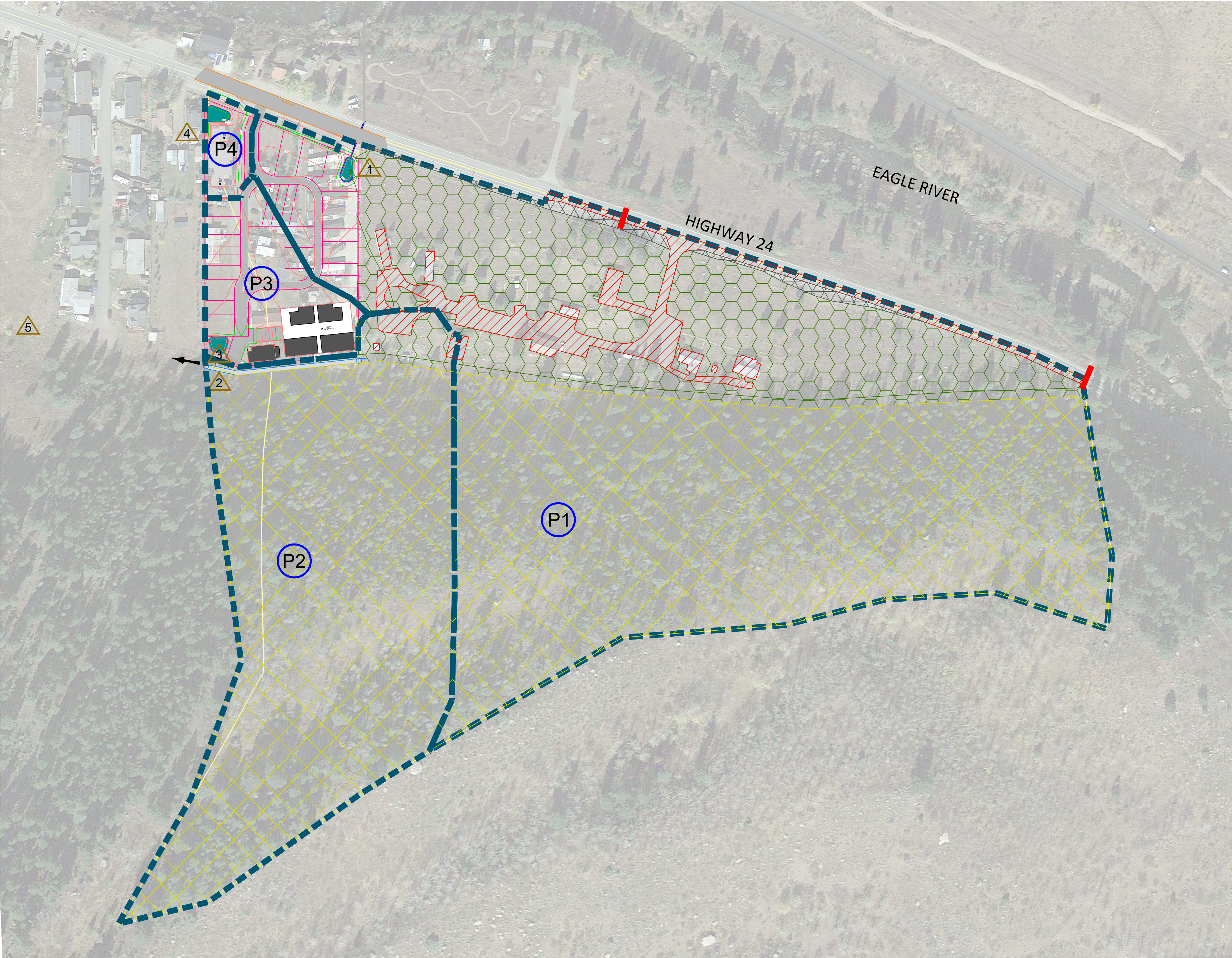
COVER KEY

-  WOODS
-  MEADOW
-  GRAVEL
-  IMPERVIOUS





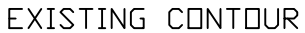


- NOTES:
1. HYDROLOGIC SOIL TYPES FOR ENTIRE STUDY AREA ARE TYPE B AND ARE BASED ON INFORMATION FROM SOIL CONSERVATION SERVICE MAPPING.
 2. GROUND COVER IS FROM GOOGLE EARTH, & SURVEYOR.

FIGURE A4

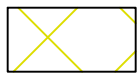
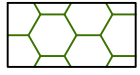

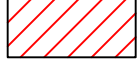
POST-DEVELOPMENT HYDROLOGIC SOILS
& GROUND COVER MAP



LEGEND

-  DRAINAGE BASIN IDENTIFICATION NUMBER
-  DESIGN POINT
-  DRAINAGE BASIN BOUNDARY
-  PUD BOUNDARY
-  EXISTING CONTOUR
-  INDICATES DIRECTION OF SURFACE DRAINAGE
-  EXISTING CULVERT

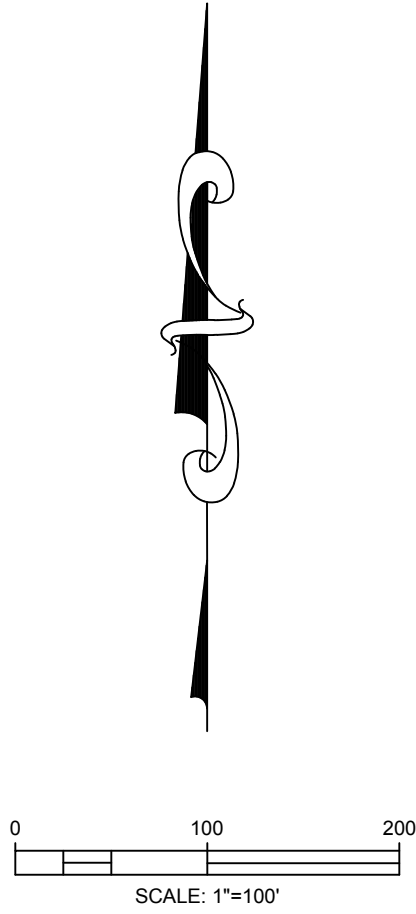
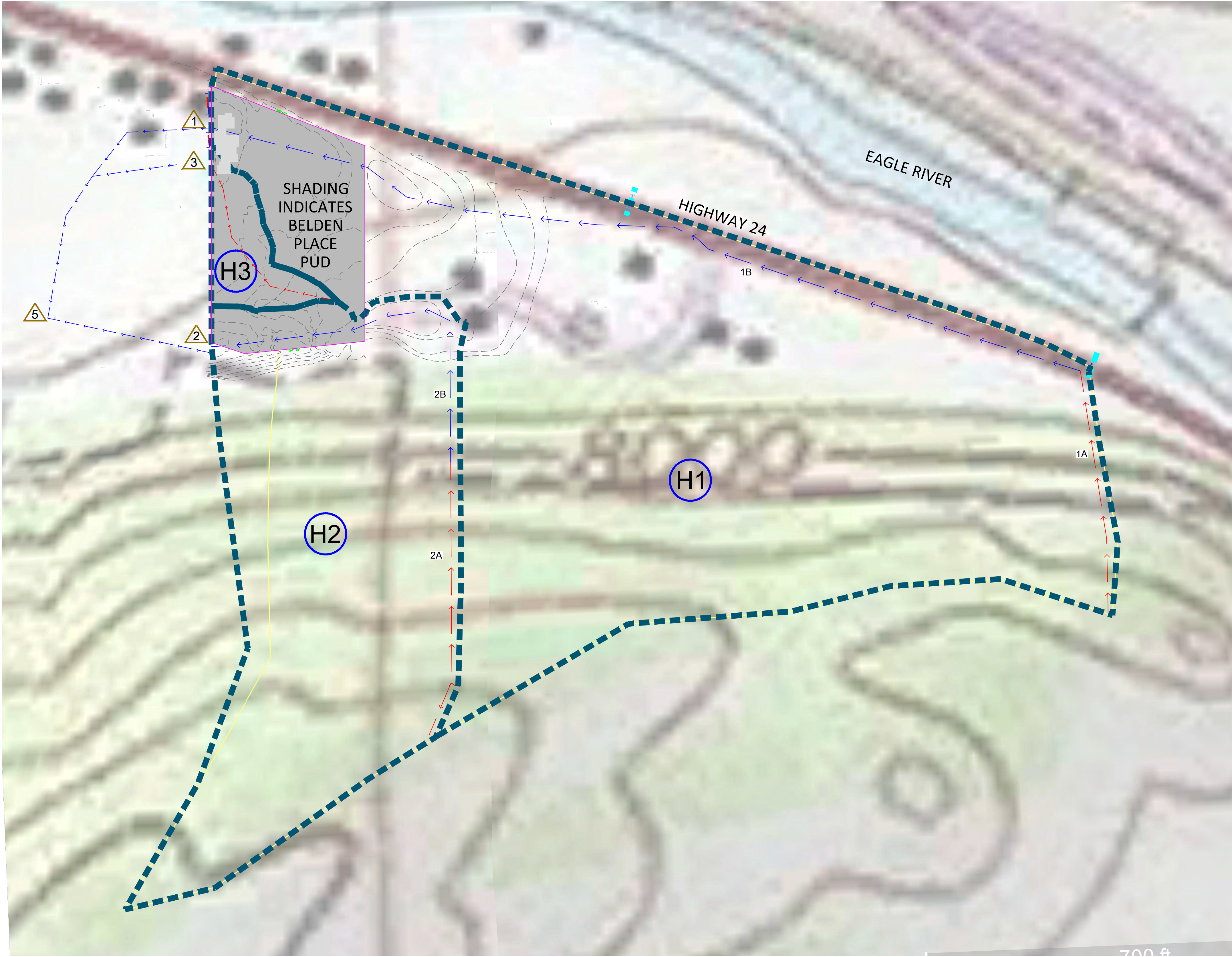
COVER KEY

-  WOODS
-  MEADOW
-  GRAVEL
-  IMPERVIOUS

- NOTES:
1. HYDROLOGIC SOIL TYPES FOR ENTIRE STUDY AREA ARE TYPE B AND ARE BASED ON INFORMATION FROM SOIL CONSERVATION SERVICE MAPPING.
 2. EXISTING GROUND COVER IS FROM GOOGLE EARTH, & SURVEYOR.
 3. BASIN P3 TO BE DETERMINED - $\pm 45\%$ IMPERVIOUS.

FIGURE A5

HISTORICAL TIME OF
CONCENTRATION FLOW PATHS MAP



LEGEND

- (H1) DRAINAGE BASIN IDENTIFICATION NUMBER
- △ 1 DESIGN POINT
- DRAINAGE BASIN BOUNDARY
- PUD BOUNDARY
- DURAN SUBDIVISION BOUNDARY
- EXISTING CONTOUR
- 1A FLOW PATH SEGMENT NUMBER
- EXISTING CULVERT
- ← FLOW PATH SHEET FLOW
- ← FLOW PATH CONCENTRATED FLOW

NOTES:
1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, & SURVEYOR. CONTOUR INTERVALS VARY.

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ENGINEERING, LLC

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CHECKED BY: DJA

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Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

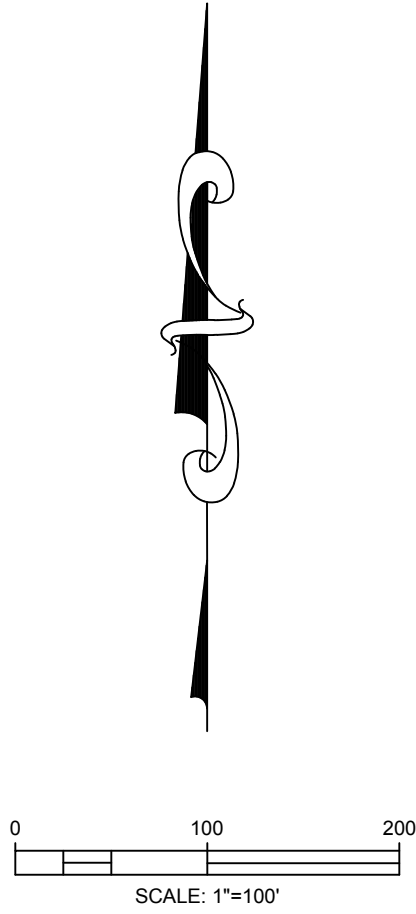
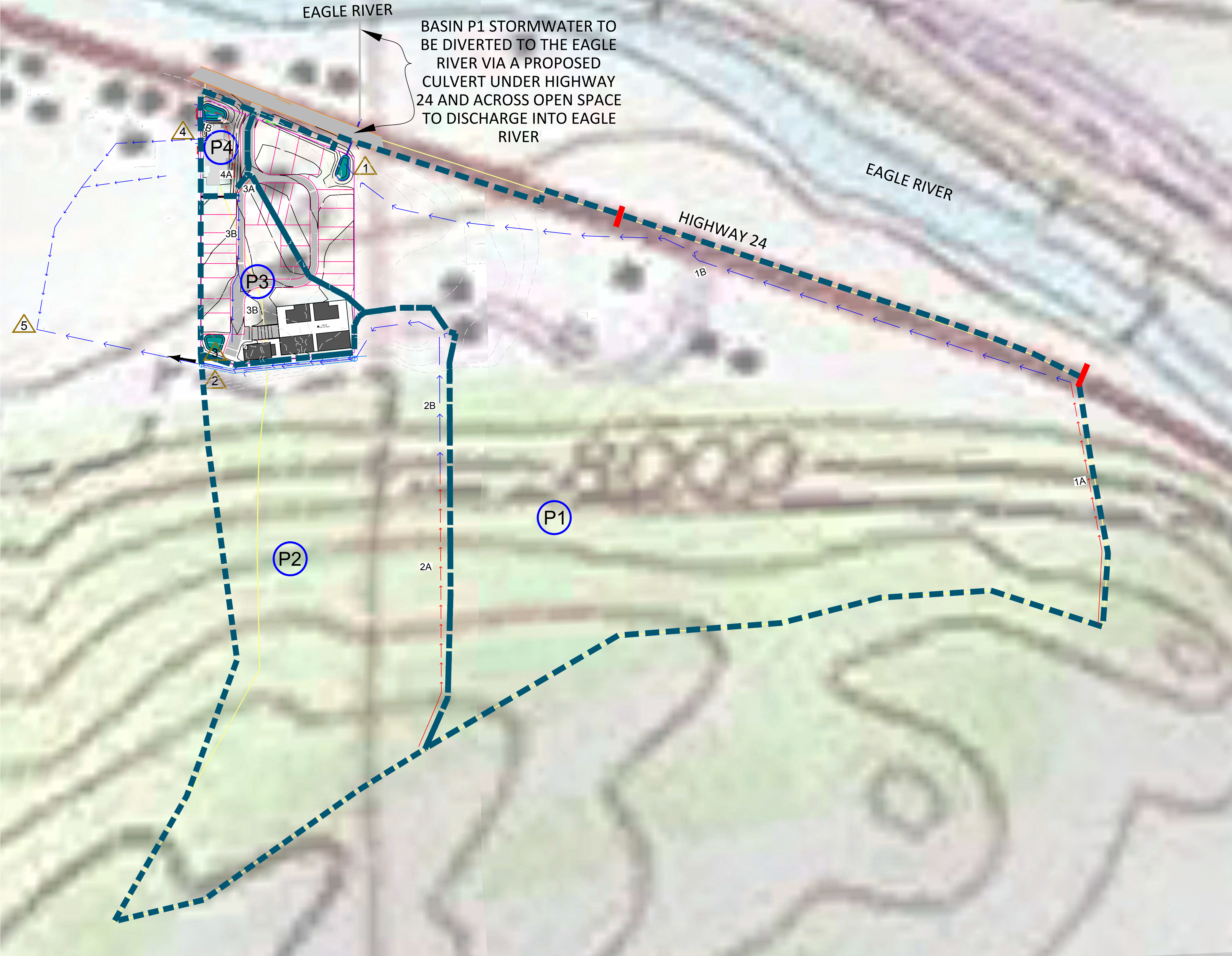
DATE	REVISION
11/9/20	Preliminary Plat Submittal

Title: HISTORICAL
TIME OF
CONCENTRATION
FLOW PATHS
MAP

Sheet:
FIGURE
A5

FIGURE A6

POST-DEVELOPMENT TIME OF
CONCENTRATION FLOW PATHS MAP



- LEGEND**
- P1 DRAINAGE BASIN IDENTIFICATION NUMBER
 - 1 DESIGN POINT
 - DRAINAGE BASIN BOUNDARY
 - PUD BOUNDARY
 - EXISTING CONTOUR
 - 1A FLOW PATH SEGMENT NUMBER
 - EXISTING CULVERT
 - FLOW PATH SHEET FLOW
 - FLOW PATH CONCENTRATED FLOW

- NOTES:
1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, & SURVEYOR. CONTOUR INTERVALS VARY.
 2. PUD IS ASSUMED TO BE 45% IMPERVIOUS

Appendix B

Calculations

FIGURE B1

DRAINAGE CALCULATIONS

PEAK FLOW RATES - RATIONAL METHOD

Calculation of Peak Runoff using Rational Method

Designer: David Powell Company: Timberline Engineering Date: 11/8/2020 Project: MBC Location: Minturn, Colorado				Version 2.00 released May 2017 <div>Cells of this color are for required user-input</div> <div>Cells of this color are for optional override values</div> <div>Cells of this color are for calculated results based on overrides</div>										$t_1 = \frac{0.395(1.1 - C_p)\sqrt{L_1}}{S^{0.33}}$ $t_t = \frac{L_t}{60K\sqrt{S_t}} = \frac{L_t}{60V_t}$ <div>Computed $t_c = t_1 + t_t$</div> <div>Regional $t_c = (26 - 17I) + \frac{L_t}{60(14I + 9)\sqrt{S_t}}$</div>				$t_{\text{minimum}} = 5 \text{ (urban)}$ $t_{\text{minimum}} = 10 \text{ (non-urban)}$ Selected $t_c = \max\{t_{\text{minimum}}, \min(\text{Computed } t_c, \text{Regional } t_c)\}$				Select UDFCD location for NOAA Atlas 14 Rainfall Depths from the pulldown list OR enter your own depths obtained from the NOAA website (click this link) <div>1-hour rainfall depth, P1 (in) =<table><tr><td>2-yr</td><td>5-yr</td><td>10-yr</td><td>25-yr</td><td>50-yr</td><td>100-yr</td><td>500-yr</td></tr><tr><td>0.53</td><td>0.69</td><td>0.83</td><td>1.06</td><td>1.26</td><td>1.47</td><td>2.05</td></tr><tr><td>a</td><td>b</td><td>c</td><td colspan="4"></td></tr><tr><td>88.80</td><td>10.00</td><td>1.052</td><td colspan="4"></td></tr></table></div> <div>Rainfall Intensity Equation Coefficients =<table><tr><td>a</td><td>b</td><td>c</td></tr><tr><td>88.80</td><td>10.00</td><td>1.052</td></tr></table><div>$I(\text{in/hr}) = \frac{a + P_1}{(b + t_c)^c}$</div><div>$Q(cfs) = \text{CIA}$</div></div>																2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr	0.53	0.69	0.83	1.06	1.26	1.47	2.05	a	b	c					88.80	10.00	1.052					a	b	c	88.80	10.00	1.052
2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr																																																																	
0.53	0.69	0.83	1.06	1.26	1.47	2.05																																																																	
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a	b	c																																																																					
88.80	10.00	1.052																																																																					
Subcatchment Name	Area (ac)	NRCS Hydrologic Soil Group	Percent Imperviousness	Runoff Coefficient, C								Overland (Initial) Flow Time				Channelized (Travel) Flow Time						Time of Concentration			Rainfall Intensity, I (in/hr)								Peak Flow, Q (cfs)																																						
				2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr	Overland Flow Length L _i (ft)	U/S Elevation (ft) (Optional)	D/S Elevation (ft) (Optional)	Overland Flow Slope S _i (ft/ft)	Overland Flow Time t _i (min)	Channelized Flow Length L _i (ft)	U/S Elevation (ft) (Optional)	D/S Elevation (ft) (Optional)	Channelized Flow Slope S _i (ft/ft)	NRCS Conveyance Factor K	Channelized Flow Velocity V _i (ft/sec)	Channelized Flow Time t _i (min)	Computed t _c (min)	Regional t _c (min)	Selected t _c (min)	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr																																
H1	23.35	B	9.0	0.05	0.06	0.13	0.31	0.38	0.47	0.57	445.00	8100.00	7955.00	0.326	12.52	1661.00	7955.00	7937.00	0.011	7	0.73	37.99	50.51	50.39	50.39	0.63	0.81	0.99	1.26	1.50	1.75	2.44	0.73	1.19	3.00	8.98	13.22	19.08	32.35																																
H2	9.32	B	1.9	0.01	0.01	0.07	0.26	0.34	0.43	0.54	500.00	8218.00	8070.00	0.296	14.37	704.00	8070.00	7935.00	0.192	2.5	1.09	10.72	25.09	28.57	25.09	1.11	1.44	1.75	2.23	2.65	3.09	4.31	0.08	0.15	1.18	5.42	8.36	12.53	21.82																																
H3	0.72	B	9.0	0.05	0.06	0.13	0.31	0.38	0.47	0.57	356.00	7942.00	7938.50	0.010	35.55	5.00	7938.50	7937.00	0.300	7	3.83	0.02	35.57	24.48	24.48	1.13	1.47	1.78	2.27	2.70	3.15	4.39	0.04	0.07	0.17	0.50	0.73	1.06	1.79																																
P1	19.99	B	9.2	0.05	0.06	0.13	0.31	0.38	0.47	0.57	445.00	8100.00	7955.00	0.326	12.50	1404.00	7955.00	7935.00	0.014	7	0.84	28.01	40.51	43.49	40.51	0.76	0.98	1.19	1.52	1.81	2.11	2.94	0.78	1.25	3.13	9.32	13.70	19.75	33.47																																
P2	8.85	B	1.9	0.01	0.01	0.07	0.26	0.34	0.43	0.54	500.00	8218.00	8070.00	0.296	14.37	726.00	8070.00	7935.00	0.186	2.5	1.08	11.22	25.59	28.71	25.59	1.09	1.42	1.73	2.20	2.61	3.05	4.25	0.08	0.14	1.10	5.07	7.82	11.72	20.41																																
P3	1.48	B	45.0	0.33	0.36	0.42	0.53	0.58	0.64	0.70	73.00	7928.50	7928.00	0.007	12.94	274.00	7928.00	7922.00	0.022	20	2.96	1.54	14.49	20.37	14.49	1.62	2.10	2.56	3.26	3.87	4.51	6.30	0.79	1.12	1.59	2.56	3.31	4.24	6.52																																
P4	0.34	B	34.3	0.24	0.27	0.33	0.46	0.52	0.59	0.66	186.00	7927.00	7921.50	0.030	14.33	5.00	7921.50	7921.00	0.100	20	6.32	0.01	14.35	20.19	14.35	1.63	2.12	2.57	3.27	3.89	4.54	6.33	0.13	0.19	0.29	0.51	0.68	0.90	1.42																																

500 YR FLOW RATE USED FOR HIGHWAY 24 CULVERT SIZING

- NOTES:
- ELEVATIONS SHOWN ARE BASED ON MEASUREMENTS TAKEN FROM GOOGLE EARTH AND PUD DESIGN.
 - BASIN P.4 IMPERVIOUS AREA INCLUDES CHRISTIANSAN RESIDENCE W/ ADU AND ½ OF ENTRANCE ROAD.

TIMBERLINE
ENGINEERING, LLC

CIVIL STRUCTURAL

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Carbondale, Colorado 81623-0842
timberlineengineering@gmail.com

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Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
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DRAINAGE
CALCULATIONS

Sheet:

FIGURE
B1

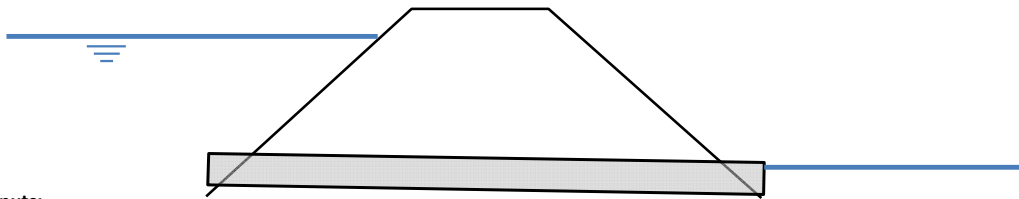
Culvert Analysis Spreadsheet

Ver 5/2012

Client: Belden PUD
 Design By: David Powell
 Comments: Culvert Under HWY 24. Design based on Basin P1 500 yr. storm flow rate of 33.47 CFS

County:
 Checked By:

Date:
 Date:

**Inputs:**

Headwater (Upstream Water Surface) Elevation:	7926.00	Feet
Culvert Inlet Invert Elevation:	7922.75	Feet
Culvert Diameter:	30.00	Inches
Length of Culvert:	150.00	Feet
Culvert Outlet Invert Elevation:	7919.75	Feet
Tailwater (Downstream) Elevation:	7919.75	Feet

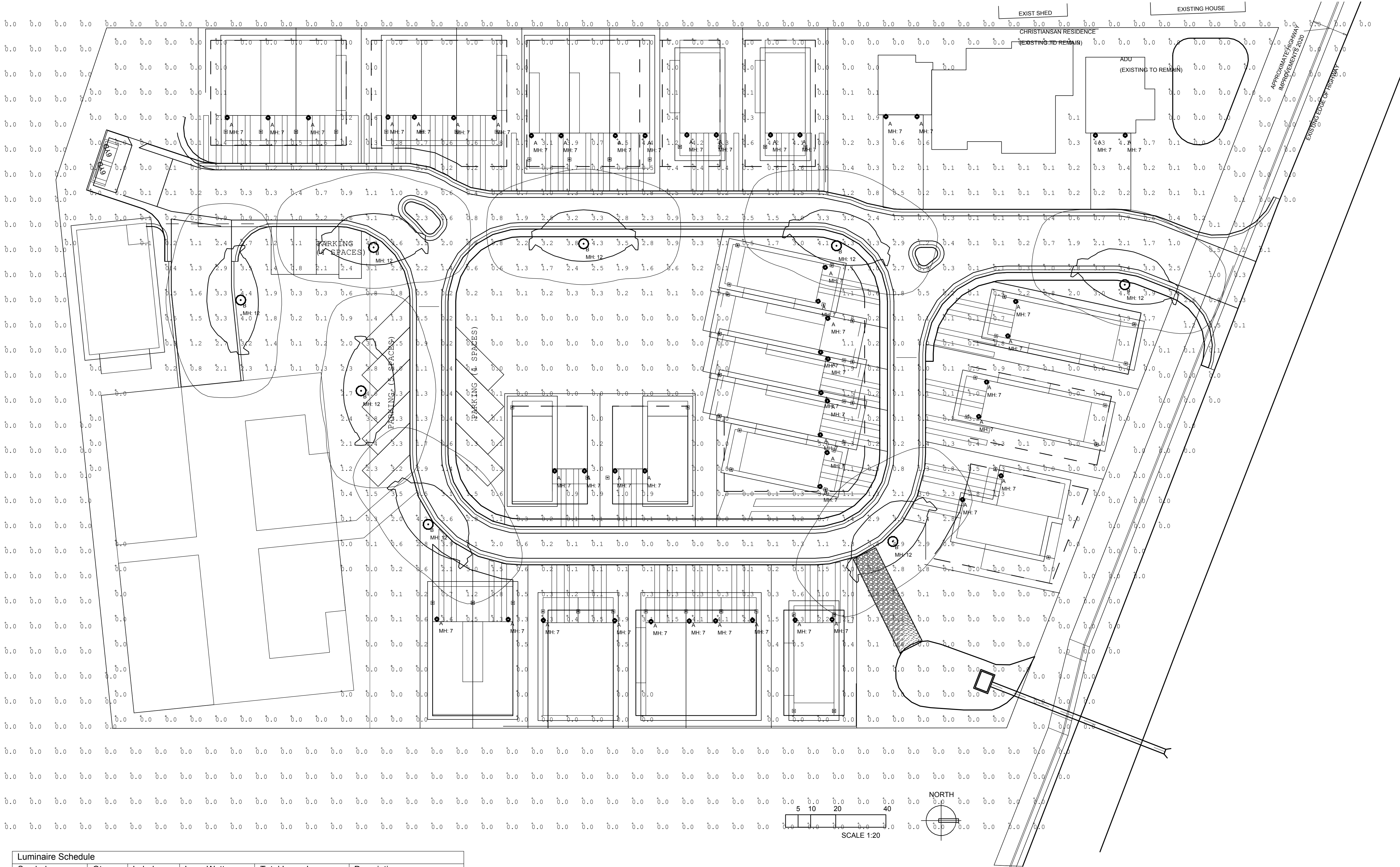
Select Culvert Material: Concrete
 Select Culvert Inlet Type: Projecting - Groove Edge

Outputs:**CAPACITY = 34.3 cfs****INLET CONTROLS (Submerged Equation)**

Manning's n value: 0.012
 Entrance Coefficient, Ke: 0.2

Concrete
 Projecting - Groove Edge

Figure B-2



Luminaire Schedule					
Symbol	Qty	Label	Lum. Watts	Total Lamp Lumens	Description
	49	A	18	613	7000WASHH9308D
	8	B	78.3	7,272	EMM-F03-LED-E1-T3

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BEYOND PROPERTY LINE	Illuminance	Fc	0.02	2.6	0.0	N.A.	N.A.
SITE AREA	Illuminance	Fc	0.79	5.0	0.0	N.A.	N.A.

- LIGHTING NOTE:**
- 1) ANY NEWLY PROPOSED LIGHTING FIXTURES INSTALLED ON PRIVATE PROPERTY, ADJACENT TO THE PUBLIC ROW, SHALL BE ORIENTED IN SUCH A MANNER OR LIMITED IN LUMEN OUTPUT TO PREVENT GLARE PROBLEMS AND SHALL NOT EXCEED NATIONAL I.E.S LIGHTING STANDARD FOR DISABILITY GLARE.
 - 2) ALL NEWLY PROPOSED LUMINAIRES ARE DARK SKY COMPLIANT WITH INTEGRAL LED.
 - 3) MAXIMUM FOOTCANDLE IN PHOTOMETRICS IS BELOW ALLOWED MAXIMUM 8.0 FOOTCANDLES.

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
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NOT FOR
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ASH 8 WALL SCONCE

The Ash outdoor wall sconce is a modern take on the classic industrial-style light fixture. The Ash features a sleek metal shade and clear diffuser that creates a column of diffused light from under the shade. Ash wall sconces feature energy-efficient, fully dimmable integrated LED lamping. Available in four sizes (8", 10", 12", 16") and two finishes: Bronze and Charcoal.

Outstanding protection against the elements:

- Powder coat finishes
- Stainless Steel mounting hardware
- Impact-resistant, UV stabilized acrylic lensing
- IP-65 Rated

SPECIFICATIONS

DELIVERED LUMENS	515 or 1189 with clear cylinder 300 or 613 with clear lens
WATTS	8 or 18
VOLTAGE	Universal 120-277V, with integral transient 2.5kV surge protection (driver)
DIMMING	0-10, ELV
LIGHT DISTRIBUTION	Symmetric
MOUNTING OPTIONS	Wall
PERFORMANCE OPTIONS	Photocontrol / Surge Protector
CCT	2700K or 3000K
CRI	90+
COLOR BINNING	3 Step
BUG RATING	B1-U1-G0
DARK SKY	Compliant (Lensed version only)
WET LISTED	IP65
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Can be used to comply with CEC 2016 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required.
START TEMP	-30°C
FIELD SERVICEABLE LED	Yes
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Powder Coat
LED LIFETIME	L70; 70,000 Hours
WARRANTY*	5 Years
WEIGHT	3.5 lbs.



ASH 8
shown in bronze/clear lens



ASH 8
shown in charcoal/clear cylinder

* Visit techlighting.com for specific warranty limitations and details.

ORDERING INFORMATION

7000WASH	CRI / CCT	LENGTH	LENS	FINISH	VOLTAGE	OPTIONS
L927	LED LO-OUTPUT 90 CRI, 2700K	8" 8"	C CLEAR CYLINDER	Z BRONZE	UNV 120V/277V UNIVERSAL	NONE
H927	LED HI-OUTPUT 90 CRI, 2700K		D CLEAR LENS	H CHARCOAL		PC BUTTON PHOTOCONTROL
L930	LED LO-OUTPUT 90 CRI, 3000K					SP SURGE PROTECTION
H930	LED HI-OUTPUT 90 CRI, 3000K					PCSP BUTTON PHOTOCONTROL & SURGE PROTECTION

DESCRIPTION

The EPIC Collection delivers custom luminaire flexibility with high quality, yet availability expectations of standard specification grade product. The EPIC Collection can be dressed to suit any application. Recognizing evolving environmental and legislative trends, the EPIC Collection delivers world class LED optical and performance solutions to the decorative luminaire marketplace.

Catalog #		Type	
Project	MINERS BASE CAMP	Date	
Comments			
Prepared by	ILLUMINATION SYSTEMS		2/24/20

SPECIFICATION FEATURES

Construction

TOP: Cast aluminum top housing attaches to cast aluminum mounting arm hub with four stainless steel fasteners. One-piece silicone gasket between mounting hub and top casting seals out moisture and contaminants. (See the mounting accessories section for a full selection of mounting arms. (Only these arms are compatible with the Epic luminaire). **MIDSECTION:** Continuous silicone gaskets seal lens to top casting and shade. The mid section features cast aluminum construction and stainless steel assembly. **SHADES:** Heavy gauge precision spun aluminum shades offer superior surface finish and consistency in form. **DOORFRAME:** Die-cast aluminum 1/8" thick door and doorframe seal to underside of shade with a thick wall continuous silicone gasket. Mounting hub ships attached to mounting arm.

Optics

Choice of twelve patented, high-efficiency AccuLED Optic™ technology manufactured from

injection-molded acrylic. Optics are precisely designed to shape the optics, maximizing efficiency and application spacing. AccuLED Optic technology, creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and nominal 70 CRI. Optional 3000K CCT and 5000K CC. For the ultimate level of spill light control, an optional house-side shield accessory can be field or factory installed. The house-side shield is designed to seamlessly integrate with the SL2, SL3 or SL4 optics.

Electrical

LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less than 20% harmonic distortion, and is suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard

with 10kV/10kA common – and differential – mode surge protection. LightBARs feature and IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Occupancy sensor and dimming options available.

Finish

Housing is finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. LightBAR™ cover plates are standard white and may be specified to match finish of luminaire housing. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult Outdoor Architectural Colors brochure for a complete selection.

Warranty

Five-year warranty.



ECM/EMM EPIC MEDIUM LED

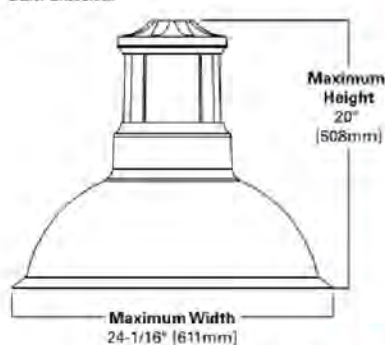
1 - 4 LightBARs

Solid State LED

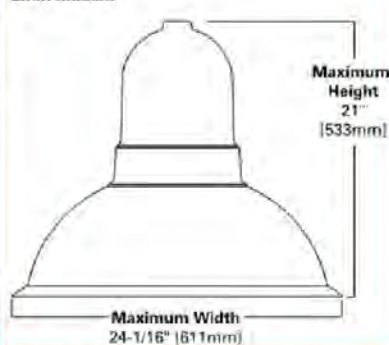
DECORATIVE AREA LUMINAIRE

DIMENSIONS

ECM Classical



EMM Modern



See configurations for more detailed information.

CERTIFICATION DATA

UL/cUL Listed
IP66 LightBARs
LM79 / LM80 Compliant
2G Vibration Tested
ISO 9001

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50/60Hz, 347V/60Hz,
480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

EPA

Effective Projected Area: (Sq. Ft.) 0.94

SHIPPING DATA

Approximate Net Weight:
45 lbs. [20 kgs.]

ORDERING INFORMATION

Sample Number: ECM-E04-LED-E1-T2-FL-GM

Product Family ¹	Number of LightBARs ^{2,3}	Lamp Type	Voltage	Distribution	Mid Section Type	Shade Type	Color ⁵
ECM=Epic Classical Medium EMM=Epic Modern Medium	E01=(1) 21 LED LightBAR E02=(2) 21 LED LightBARs E03=(3) 21 LED LightBARs E04=(4) 21 LED LightBARs F01=(1) 7 LED LightBAR F02=(2) 7 LED LightBARs F03=(3) 7 LED LightBARs F04=(4) 7 LED LightBARs	LED=Solid State Light Emitting Diodes	E1=Electronic (120-277V) 347=347V 480=480V ⁴	T2=Type II T3=Type III T4=Type IV SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control 5MQ=Type V Square Medium 5WQ=Type V Square Wide 5XQ=Type V Square Extra Wide RW=Rectangular Wide SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right	SO=Solid SR=Solid Rings	SN=Straight Narrow SW=Straight Wide BL=Bell FL=Fluo	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White
Options (Add as Suffix)		Accessories (Order Separately) ¹³					
ZL=Two Circuits ⁸ 7030=70 CRI / 3000K CCT ⁷ 7050=70 CRI / 5000K CCT ⁷ 8030=80 CRI / 3000K CCT ⁷ LCF=LightBAR Cover Plate Matches Housing Finish MS-LXX=Motion Sensor for ON/OFF Operation ⁹ MS/X-LXX=Motion Sensor for Bi-Level Switching ⁹ PMXX=Pendant Mount (XX=Pendant Length in Inches, 9.5" min - 48.0" max) ¹⁰ HSS=Factory Installed House Side Shield ¹¹ DIM=0-10V Dimming Driver ¹²		OA/RA1016=NEMA Twistlock Photocontrol - Multi-Tap OA/RA1027=NEMA Twistlock Photocontrol - 480V OA/RA1201=NEMA Twistlock Photocontrol - 347V OA/RA1013=Photocontrol Shorting Cap LB/HSS-21=Field Installed House Side Shield for "E" LightBARs ^{13, 15} LB/HSS-07=Field Installed House Side Shield for "F" LightBARs ^{13, 15} Mounting Accessories (Order Separately) Classical VA6150-XX=Bishop Wall Mount Arm VA6151-XX=Bishop Wall Mount Arm with Cross Rod VA6152-XX=Traditional Wall Mount Arm VA6153-XX=Traditional Wall Mount Arm with 45° Strap VA6154-XX=Bishop Single Pole Mount Arm VA6155-XX=Bishop Single Pole Mount Arm with Cross Rod VA6156-XX=Bishop Twin Pole Mount Arm VA6157-XX=Bishop Twin Pole Mount Arm with Cross Rods VA6158-XX=Traditional Single Pole Mount Arm VA6159-XX=Traditional Single Pole Mount Arm with Rounded Upper Bar VA6160-XX=Traditional Single Pole Mount Arm with Rounded Lower Bar ¹⁴ VA6161-XX=Traditional Single Pole Mount Arm with 45° Upper Bar VA6162-XX=Traditional Single Pole Mount Arm with 45° Lower Bar ¹⁴ VA6163-XX=Traditional Single Pole Mount Arm with 45° Upper Strap VA6165-XX=Traditional Twin Pole Mount Arm VA6166-XX=Traditional Twin Pole Mount Arm with Rounded Upper Bars VA6167-XX=Traditional Twin Pole Mount Arm with Rounded Lower Bars ¹⁴ VA6168-XX=Traditional Twin Pole Mount Arm with 45° Upper Bars VA6169-XX=Traditional Twin Pole Mount Arm with 45° Lower Bars ¹⁴ VA6170-XX=Traditional Twin Pole Mount Arm with 45° Upper Straps VA6171-XX=Mast Arm Adapter Modern VA6101-XX=Bishop Wall Mount Arm VA6102-XX=Bishop Wall Mount Arm with Cross Rod VA6103-XX=Traditional Wall Mount Arm VA6104-XX=Traditional Wall Mount Arm with 45° Strap VA6105-XX=Bishop Single Pole Mount Arm VA6106-XX=Bishop Single Pole Mount Arm with Cross Rod VA6107-XX=Bishop Twin Pole Mount Arm VA6108-XX=Bishop Twin Pole Mount Arm with Cross Rods VA6109-XX=Traditional Single Pole Mount Arm VA6110-XX=Traditional Single Pole Mount Arm with Rounded Upper Bar VA6111-XX=Traditional Single Pole Mount Arm with Rounded Lower Bar ¹⁴ VA6112-XX=Traditional Single Pole Mount Arm with 45° Upper Bar VA6113-XX=Traditional Single Pole Mount Arm with 45° Lower Bar ¹⁴ VA6114-XX=Traditional Single Pole Mount Arm with 45° Upper Strap VA6116-XX=Traditional Twin Pole Mount Arm VA6117-XX=Traditional Twin Pole Mount Arm with Rounded Upper Bars VA6118-XX=Traditional Twin Pole Mount Arm with Rounded Lower Bars ¹⁴ VA6119-XX=Traditional Twin Pole Mount Arm with 45° Upper Bars VA6120-XX=Traditional Twin Pole Mount Arm with 45° Lower Bars ¹⁴ VA6121-XX=Traditional Twin Pole Mount Arm with 45° Upper Straps VA6122-XX=Mast Arm Adapter					
		Accessory Options ¹⁶ V=Victorian Finial ¹⁷ M=Modern Finial ¹⁷ A=Architectural Finial ¹⁷ N=Nostalgic Finial ¹⁷ R=NEMA Twistlock Photocontrol Receptacle ¹⁸					

NOTES:

1. Arm not included. Order separately. See accessories.
2. Standard 4000K CCT and greater than 70 RI.
3. 21 LED LightBAR powered by 350mA and 7 LED LightBAR powered by 1A.
4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
5. Custom and RAL color matching available upon request. Consult your lighting representative at Eaton for more information.
6. Low-level output varies by bar count. Consult factory. Requires quantity of two or more LightBARs.
7. Consult customer service for lead times and multiplier.
8. Sensor mounted to the luminaire. Available in E01-E04 and F01-F04 configurations. Replace "XX" with mounting height in feet for proper lens selection, (e.g., MS-4.25). Consult factory for additional information.
9. Sensor mounted to the luminaire. Available in E02-E04 and F02-F04 configurations. Replace "X" with number of LightBARs operating in low output mode and replace XX with mounting height in feet for proper lens selection, (e.g., MS-3-L25). Maximum four bars in low output mode. Consult factory for additional information.
10. Pendant mount option "PMXX" must be used with Invis Pendant mount kit only. Includes pendant pipe, swivel hanger and canopy cover. Other pendant lengths can be specified in inches (XX). Minimum pendant length is 9 1/2". For lengths above 48", consult your lighting representative at Eaton for more information.
11. Only for use with SL2, SL3 and SL4 distributions.
12. Dimming loads provide for external 0-10V control system (by others).
13. Replace XX with color suffix.
14. Only available with traditional arms.
15. One required for each LightBAR.
16. Add as suffix to mounting accessory. Example: VA6106-BK-R.
17. Not available with finials, pendant mount "PM48" or bishop wall mounts.
18. Requires use of 4" O.D. round straight pole.

TRAFFIC STUDY

**Auxiliary Turn Lane Assessment
Transportation Impact Study
for**

**Belden Place Subdivision
Minturn, Colorado**



October 28, 2020

PREPARED FOR:
Vail Land Company, LLC
PO Box 4691
Eagle, CO 81631, United States
Contact: Alison Perry

PREPARED BY:
McDowell Engineering, LLC
PO Box 4259
Eagle, CO 81631
970.623.0788
Contact: Kari J. McDowell Schroeder, PE, PTOE
Project Number: M1398

Statement of Engineering Qualifications

Kari J. McDowell Schroeder, PE, PTOE is a Transportation and Traffic Engineer for McDowell Engineering, LLC. Ms. McDowell Schroeder has over twenty-three years of extensive traffic and transportation engineering experience. She has completed numerous transportation studies and roadway design projects throughout the State of Colorado. Ms. McDowell Schroeder is a licensed Professional Engineer in the State of Colorado and has her certification as a Professional Traffic Operations Engineer from the Institute of Transportation Engineers.

Traffic Impact Analysis for Belden Place Subdivision

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1.0 Background

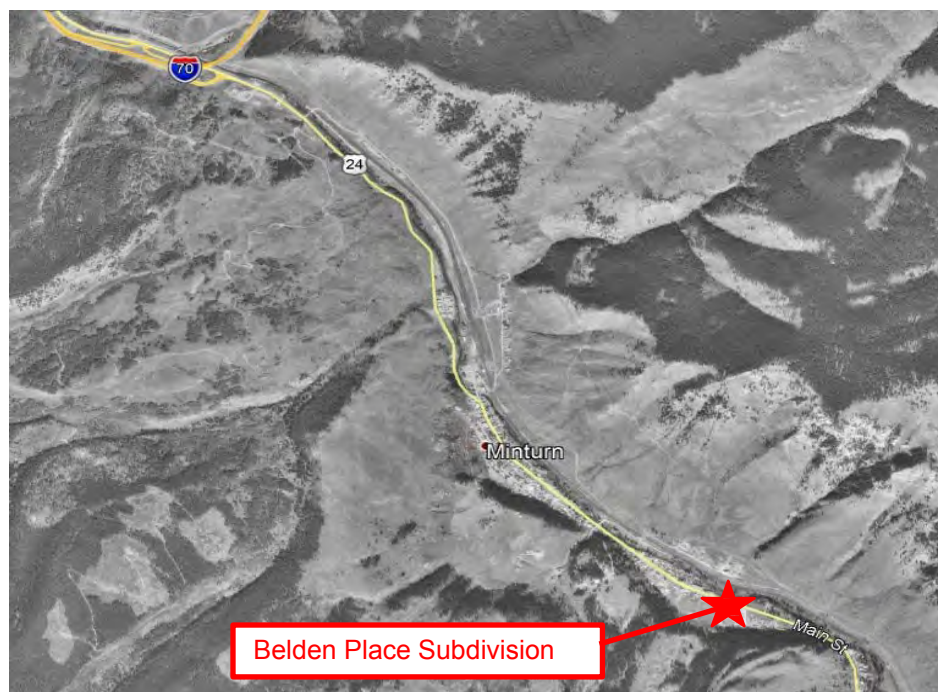
1.1 Project Description

McDowell Engineering has prepared this Level Two Auxiliary Turn Lane Assessment for the proposed Belden Place Subdivision located along Highway 24 in Minturn, Colorado. The purpose of this transportation impact analysis is to forecast and analyze the impacts of the additional traffic volumes associated with this project on the surrounding roadway network. Recommendations to mitigate any traffic impacts are also included. The analysis complies with Colorado Department of Transportation's State Highway Access Code³ (SHAC) and Town of Minturn standards.

The applicant is proposing to combine six parcels and develop a residential subdivision. The parcels previously had six houses and a small trailer park. All of those uses have or will be removed prior to the development of the subdivision. A new house was constructed at the northwest corner of the subdivision in 2019.

Refer to the Area Map in **Figure 1** and the Site Plan in **Figure 2**.

Figure 1: Area Map



1.2 Previous Study

This development was previously called Miner's Base Camp Subdivision. The developer has since acquired additional properties to be included in Belden Place Subdivision. A Level 2 traffic impact study, dated May 3, 2019, was prepared for that subdivision. This study replaces the previous study.

[illegible]

2.0 Existing Conditions

2.1 Description of Existing Transportation System

US Highway 24 serves as Main Street through Minturn. This paved two-lane highway connects the mountain communities of Leadville and Buena Vista to the Interstate 70 (I-70) corridor just north of Minturn. US 24 is posted at 35 mph in both directions at the site access, although the statutory speed limit for westbound traffic is 30 mph according to the CDOT straight-line diagram. The straight-line diagram can be seen in the **Appendix**. The segment of US 24 along the development's frontage is classified by the Colorado Department of Transportation as a regional highway with an access category of R-A.

2.2 Existing Site Access

Belden Place Subdivision will be developed by combining six properties as seen in **Figure 3**. The previously existing single-family houses shared a single access [A]. The eastern lot was a 12-space mobile home park that had its own driveway [C] along its eastern side. There is a small access [B] onto US 24, which is a secondary driveway to one of the single-family residences.

Figure 3: Existing Site Accesses



2.3 Traffic Data

Traffic data was taken from CDOT's *Online Transportation Information System*¹ (OTIS). Belden Place Subdivision is within the segment of US 24 covered by Traffic Counter Station 100776, which extends from Mile Marker 145.537 to Mile Marker 150.868. The most recent CDOT traffic counts at this station were taken on October 2-3, 2019, as seen in the **Appendix**. The 20-year factor for Sta. 100776 is 1.01, which equates to a yearly growth rate of 0.05% [$1.01^{(1/20)} - 1 = 0.05$].

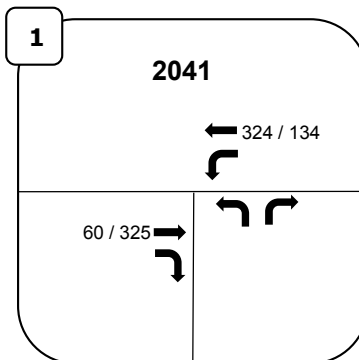
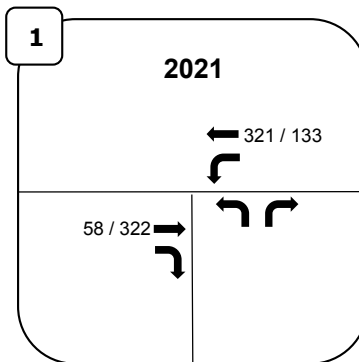
The morning peak hourly volume at Sta. 100776 occurred during the 7:00 a.m. hour, with a two-day average of 232 vph westbound and 42 vph eastbound. The afternoon peak hourly volume at Sta. 100776 occurred during the 5:00 p.m. hour, with a two-day average of 96 vph westbound and 233 vph eastbound.

Since the counts were taken in October a seasonal adjustment factor was applied. The SAF of 1.30 was determined from the CDOT continuous counter on I-70 at West Vail. The calculation is shown in the **Appendix**.

To obtain the seasonally adjusted 2021 Initial Year Background Traffic the 2019 two-day average volumes were multiplied the seasonal adjustment factor and the annual growth rate of 0.05% per annum was applied for 2 years. To obtain the seasonally adjusted 2041 Design Year Background Traffic the 2019 two-day average volumes were multiplied by the seasonal adjustment factor and annual growth rate of 0.05% per annum was applied for 22 years.

The seasonally adjusted 2021 Initial Year and 2041 Design Year background traffic volumes are shown in **Figure 4**.

**Figure 4: Initial Year (2021) and Design Year (2041) background traffic
(vehicles per hour)**



Project Number: M-1398
Prepared by: tkh
Belden Place Subdivision
Minturn, Colorado



LEGEND
XX/XX = AM/PM Volumes (pce vph)

Turning Movements

October 28, 2020
Page 8

3.0 Project Traffic

3.1 Trip Generation for Proposed Land Use

Belden Place Subdivision will be a residential subdivision consisting of twelve single-family detached dwelling units, two duplexes, two three-unit attached row houses, one five-unit attached row house, and five triplexes; making a total of 42 dwelling units. The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition, 2017*⁴, was used to estimate the peak hour volumes of traffic that will be generated by the subdivision.

ITE Land Use 210 *Single-Family Detached Housing* was used for the single-family dwelling units, the three-unit row houses and the duplexes. ITE Land Use 220 *Multifamily Housing (Low-Rise)* was used for the five-unit row house and the triplexes.

A multi-modal reduction was applied because the subdivision is on the ECO Transit Minturn Route. It is anticipated that most of the residents in Belden Place Subdivision will be people working in the I-70 corridor from Gypsum to Vail. Because of the cost and inconvenience of driving to and finding parking in Vail and the other communities some will ride the bus to and from work.

The subdivision is anticipated to generate 32 vehicle trips in the a.m. peak hour (9 vph entering and 23 vph exiting). The subdivision is anticipated to generate 37 vehicle trips in the p.m. peak hour (23 vph entering and 14 vph exiting). The project trip generation information is shown in **Table 1**.

As a residential subdivision the project's design vehicle is a passenger car. No adjustment is needed for passenger car equivalents.

Table 1: Project Trip Generation

			AM Peak Hour of Generator [2]			PM Peak Hour of Generator [2]		
ITE Code	Land Use Description	Units	Average Rate Fitted Curve Equation	Enter (vph)	Exit (vph)	Average Rate Fitted Curve Equation	Enter (vph)	Exit (vph)
210	<u>Proposed</u> Single-Family Detached Housing	22 Dwelling Units	Average Rate = 0.76 Ln(T) = 0.91Ln(X) + 0.20	26% 4 6	74% 12 16	Average Rate = 1.00 Ln(T) = 0.94Ln(X) + 0.34	64% 14 17	36% 8 10
220	Multifamily Housing (Low-Rise) [1]	20 Dwelling Units	Average Rate = 0.56 Ln(T) = 0.94Ln(X)-0.29	28% 3 4	72% 8 10	Average Rate = 0.67 T = 0.66(X) + 1.41	59% 8 9	41% 5 6
Multi-modal reduction 10%				-1	-2		-2	-1
Total traffic from proposed Land Uses				9	23		23	14

[1] Data obtained from *Trip Generation Manual, 10th Edition*, Institute of Transportation Engineers, 2017

[2] The Average Rate or the Fitted Curve Equation is used based on the procedures in *ITE Trip Generation Handbook §4.4*.

3.2 Proposed and Closed Accesses

Belden Place Subdivision will have a single proposed access, as shown in Figure 2. The access will be a modification to existing driveway [A] in Figure 3. Driveway [B] and driveway [C] will be removed.

3.3 Directional Distribution

The distribution of project-generated traffic on the surrounding roadway network is influenced by several factors including the following:

- The location of the site relative to other facilities and the roadway network
- The configuration of the existing and proposed adjacent roadway network
- Relative location of neighboring population centers

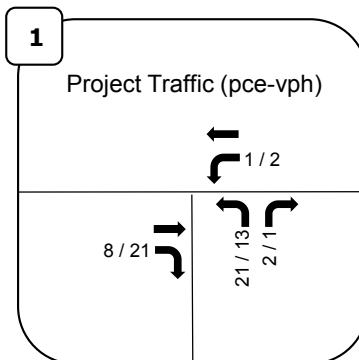
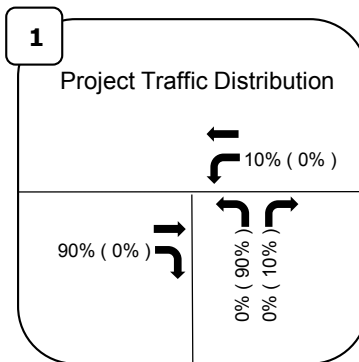
It is anticipated that most of the residents in Belden Place Subdivision will be people working in the I-70 corridor from Gypsum to Vail. As such the directional distribution is assumed to be 90% to and from the west on US 24 and 10% to and from the east.

The breakdown of the percentages for each of the movements is shown in **Figure 5**. Applying the movement percentages to the project-generated volumes from **Table 1** gives the a.m. and p.m. peak hour volumes for each of the movements; also shown in **Figure 5**.

3.4 Total Traffic

The total peak hour volumes are the sum of the project-generated volumes from **Figure 5** and background volumes from **Figure 4**. The total peak hour volumes for the Initial Year (2021) and Design Year (2041) are depicted in **Figure 6**.

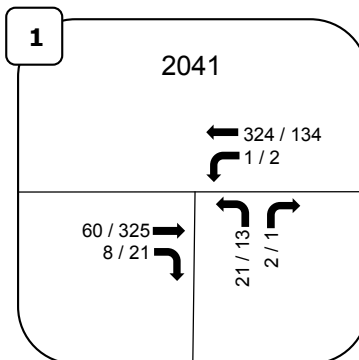
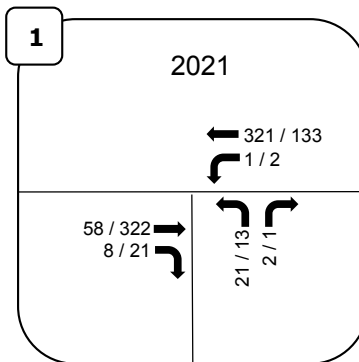
Figure 5: Project Traffic Directional Distribution (%)
Peak Hour Project Traffic (vehicles per hour)



LEGEND
 XX (XX) = Inbound (Outbound)

Turning Movements

**Figure 6: Initial Year (2021) and Design Year (2041)
Total Peak Hour Traffic (vehicles per hour)**



LEGEND
XX/XX = AM/PM Volumes (pce vph)

Turning Movements

4.0 Transportation Impact Analysis

4.1 State Highway Access Permits

Section 2.6(3) of the *State Highway Access Code*³ (SHAC) requires a new access permit when there is a land-use change and/or the driveway volume is anticipated to increase by more than twenty percent. Therefore, new State Highway Access Permits will be required for Belden Place Subdivision's access. The access location is SH 024A, MM 146.42 R. The design hour volume for the permit is 37 vehicles per hour.

The two existing driveways that will be closed are at SH 024A, MM 146.44 R and SH 024A, MM 146.45 R. CDOT will issue a Form 138 to document these closures.

4.2 State Highway Turn Lane Analysis

The *State Highway Access Code* establishes turning volume thresholds above which auxiliary turn lanes are required. The traffic volume thresholds are based on the Access Category and the speed limit of the highway.

Per SHAC §3.8(5) for an R-A Access Category highway with a speed limit less than 45 mph, the traffic volumes generated by the proposed land use do not trigger the requirement for the construction of any auxiliary lanes.

Table 2: Auxiliary Turn Lane Requirements

Intersection	Type of lane	Weekday AM Peak Hour Volume (vph)	Weekday PM Peak Hour Volume (vph)	Trigger Volume [1] (vph)	Required by SHAC?
Main Street (US 24) and Belden Place Subdivision	Left turn decel.	1	2	>10	No
	Right turn decel.	8	21	>25	No
	Right turn accel.	2	1	S&O [2]	No
	Left turn accel.	21	13	S&O [2]	No

[1] Category R-B, <= 40 mph, SHAC §3.9(8)

[2] S&O = Safety and Operation triggers may apply. No traffic volume trigger.

Auxiliary lanes are not required because of the projected turning volumes. They are not recommended for operational or safety reasons.

4.3 Sight Distance

Table 4-2 of the *Access Code* specifies the required sight distance for vehicles entering the highway. The sight distances east and west at the proposed site accesses to US 24 exceed 1000 feet in both directions, which is greater than the 350-foot requirement for passenger cars at the 35 mph posted speed limit.

4.4 Access Design Criteria

The configuration of the access shall be in accordance with Section 4 of the CDOT *State Highway Access Code*³ (SHAC).

- SHAC §4.5(2): The minimum width of the traveled portion of the access is 16 feet. The “traveled portion” is the width from edge of gutter to edge of gutter, which excludes the curb and gutter. If space is available, wider entrance lane widths are recommended.
- SHAC §4.6(2): The access should have 25-foot radii.
- SHAC §4.9(4): The horizontal axis of an access to the highway shall be at a right angle to the centerline of the highway and extend a minimum of 40 feet from the edge of the roadway or to the right-of-way line, whichever is greater.
- SHAC §4.11 Drainage: Culverts under the driveways and other drainage improvements may be required.

Criteria from the Town of Minturn may also apply.

5.0 Recommendations and Conclusions

The proposed Belden Place Subdivision is anticipated to be successfully accommodated into the greater Minturn roadway system.

Trip Generation:

Based upon the proposed land use, the project is anticipated to generate at project buildout 32 vehicles per hour during the morning peak hour and 37 vehicles per hour during the evening peak hour.

State Highway Access Permits:

A new State Highway Access Permits will be required for the proposed main site access. The access location is SH 024A, MM 146.45 R. The design hour volume for the permit is 37 vehicles per hour.

Auxiliary Turn Lanes:

Per Section 3.8(5) of the State Highway Access Code, the traffic volumes generated by the proposed land use do not trigger the construction of any auxiliary lanes on US 24.

Access Construction:

The proposed access shall be constructed in accordance with Section 4 of the *State Highway Access Code*. Minturn regulations will also apply.

6.0 Reference Documents

1. Colorado Department of Transportation, *Online Transportation Information System* (OTIS) <http://apps.coloradodot.info/dataaccess/>
2. *Highway Capacity Manual*. Transportation Research Board, 2010.
3. *State Highway Access Code*. State of Colorado, 2002.
4. *Trip Generation Handbook, Edition 10*. Institute of Transportation Engineers, 2017.

7.0 Appendices

1. CDOT OTIS Traffic Count
2. CDOT Straight-Line Diagram
3. Seasonal Adjustment Factor Calculations

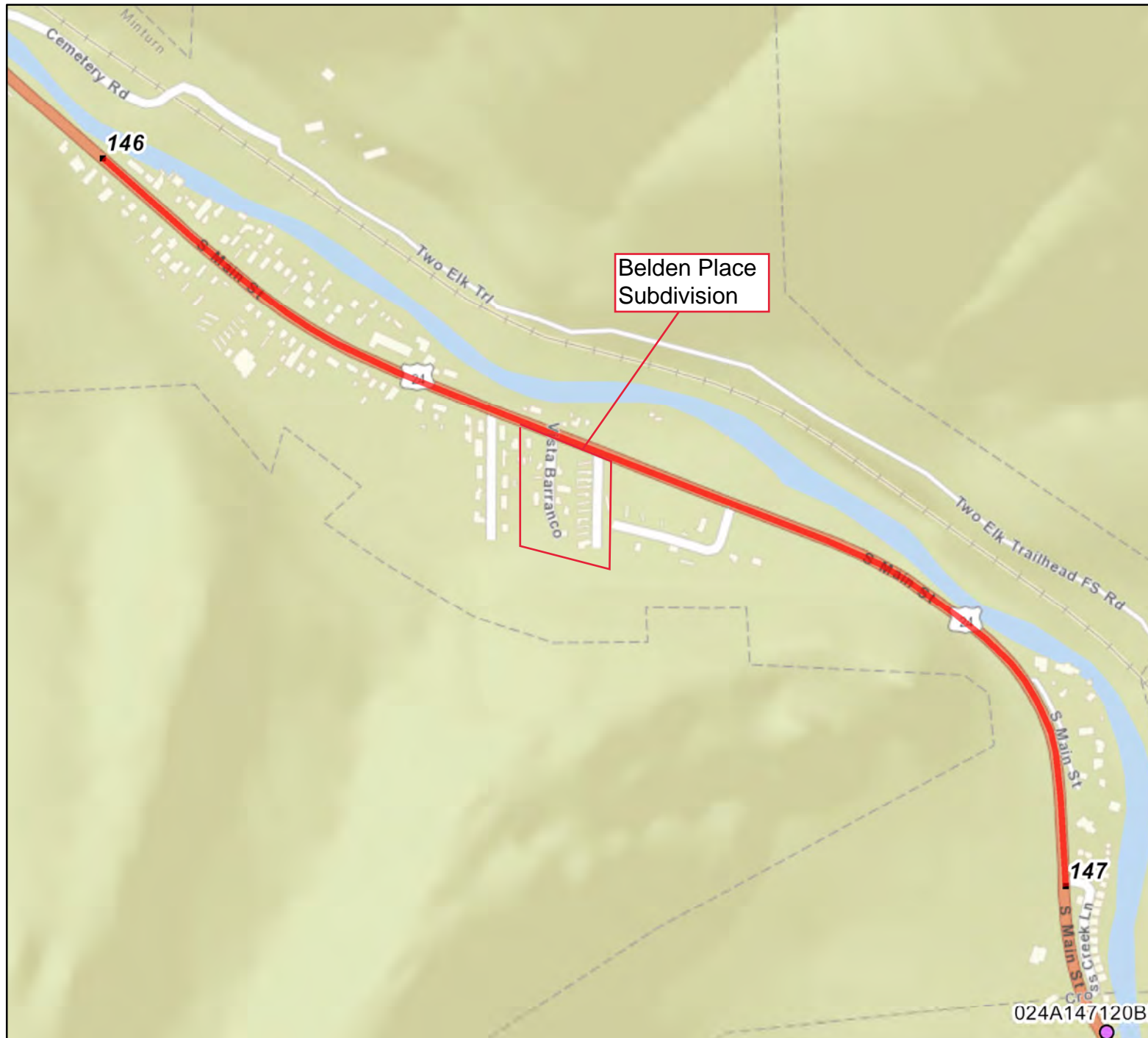


Daily Traffic Volume for Station ID: 100776 from 10 / 2019

Count Date	Dir	0h	1h	2h	3h	4h	5h	6h	7h	8h	9h	10h	11h	12h	13h	14h	15h	16h	17h	18h	19h	20h	21h	22h	23h
10/02/2019	P	0	2	0	4	9	40	140	244	137	96	45	69	65	108	89	86	110	97	68	54	18	15	9	6
10/02/2019	S	1	3	4	2	2	6	20	48	61	72	116	104	92	98	111	95	206	219	111	60	33	32	18	7
10/03/2019	P	4	1	2	3	9	40	140	219	130	84	74	59	83	81	97	119	120	95	83	46	25	22	15	7
10/03/2019	S	4	1	2	0	6	11	27	36	68	87	110	101	110	98	109	102	182	247	113	63	43	45	16	14

Note: US 24 is a west-to-east highway, so the Primary (P) direction is eastbound and the Secondary (S) direction is westbound. The data for this Counter Station was entered incorrectly, so P is westbound and S is eastbound in this table.

Route 024A From 146 to 147



Legend

Route

Milepoint

Structures

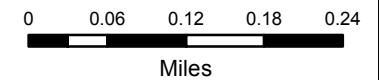
Major Structure

Minor Structure

Created:

Date: 11/4/2020

Time: 2:34:40 PM



The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".

024A147120BR

- ◊

Ramps
- |

Overpass
- |-

Underpass
- Structures

Belden Place
Subdivision

CLASSIFICATION		
Access Control	R-A: Regional Highway	
SAFETY		
Primary Speed Limit	35	45
Secondary Speed Limit	30	35
TRAFFIC		
AADT	2400	
Year 20 Factor	1.01	

It may appear that information is missing from the straight line diagram. If so, reduce the number of miles/page and re-submit the request.

ON I-70 W/O CHAONIX RD, WEST VAIL (Station Id: 000126)
 Eagle County
 West side of Exit 173 (West Vail)

Highway: 70 A
 Mile Marker: 173.1

Averages and factors from most recent 10 years with full years of record

Average	34,603	34,993	38,111	31,739	31,789	39,190	43,075	40,432	37,400	33,077	30,991	35,221
Factor	1.24	1.23	1.13	1.36	1.36	1.10	1.00	1.07	1.15	1.30	1.39	1.22

Yr	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	41,455	41,396	42,697	37,746	37,416	46,296	44,809	42,307	41,242	36,884	32,897	37,243
2018	38,143	37,957	41,032	34,163	36,659	44,572	49,730	45,011	41,720	36,636	36,683	41,449
2017	37,153	38,223	41,936	35,019	35,389	43,675	47,565	44,362	40,864	36,131	34,745	38,405
2016	35,966	34,641	40,075	32,958	34,750	42,958	46,003	42,974	40,610	35,354	34,704	38,111
2015	34,496	36,977	39,373	32,244	31,137	39,361	44,505	41,088	38,059	33,999	31,251	35,646
2014	32,513	32,658	36,519	30,827	29,879	37,210	42,390	40,173	35,879	32,899	23,394	30,021
2013	32,509	33,609	36,104	28,374	29,208	36,321	40,767	38,678	33,704	30,470	29,498	33,673
2012	31,414	32,342	36,296	28,834	28,920	35,918	40,673	38,229	34,065	30,120	30,000	32,031
2011	30,967	30,694	34,411	28,579	26,662	31,112	34,760	34,120	33,952	29,232	28,986	33,666
2010	31,409	31,435	32,666	28,649	27,865	34,478	39,547	37,380	33,903	29,044	27,747	31,967

ACCESS PERMIT



COLORADO
Department of
Transportation

Region 3 Traffic, Access Unit
222 S 6th St, Rm 100
Grand Junction, CO 81501
PH 970-683-6284 FAX 970-683-6290

<<< E-mailed>>>

March 9, 2021

Miners Base Camp LLC
PO Box 574
Minturn, Colorado 81645

Re: State Highway Access Permit No. 321027, located in Eagle County on Highway 024 near Mile Marker Reference Pt. 146.416 Right

Dear Applicant/Permittee:

The Colorado Department of Transportation (CDOT) has received your signed permit and application fee. A copy of the issued permit is enclosed. This permit is valid for one year from the date of issue. If construction does not occur within the first year, the Applicant/Permittee may request in writing, an extension for another year. This permit may be extended twice for a total of two (2) additional years. If construction does not occur within the third year, a new application shall be submitted and the permit process shall begin again.

The next step in the CDOT access permitting process is for you, Applicant/Permittee, to request a Notice to Proceed (NTP) from CDOT. *You may NOT proceed with any construction without receiving an approved Notice to Proceed (NTP) from CDOT. Failure of receiving a Notice to Proceed prior to any construction will be a violation of the State Highway Access Code (2 CCR 601-1,"the Code") § 2.4.*

The Applicant/Permittee shall request a NTP in writing along with all required items. Once the complete NTP submittal has been received, CDOT has seven (7) days to determine if the NTP submittal is complete for review and then, if necessary, notify the applicant of any deficiencies. If complete, CDOT will review and comment on the submitted information within thirty (30) days. If CDOT determines the information is unacceptable, missing, or in need of correction, the Applicant/Permittee shall correct their submittal and resubmit the complete request for NTP.

Once resubmitted, CDOT will review the revised NTP documents within ten (10) days. If the revised documents are satisfactory, CDOT will issue a NTP. If further corrections are necessary, the cycle of submittal, review and comments will repeat itself until approval is granted and the NTP is issued.

Notice to Proceed Requirements

The request for NTP shall include the following documents, along with any other items specified in the Terms and Conditions of your permit:

1) Written Request for Notice to Proceed

Well in advance of construction, the Permittee shall make a written request for a Notice to Proceed (NTP) to Devin Drayton, Access Project Manager. If applicable please include the engineering firm name, Professional Engineer's name, and their contact numbers. Request may be sent to: 222 S. 6th St, Rm 100, Grand Junction, CO 81501 (or by email to Devin.Drayton@state.co.us). He may also be reached by phone at: (970) 683-6286.

2) **Complete Construction Plans**

The Applicant shall provide two (2) hard copies and one (1) electronic copy of 11X17 construction plans and specifications for the proposed improvements. The plans shall:

- A. Include the name of the Engineering firm and/or the Professional Engineer with their contact information; and
- B. Address (as applicable) the geometry, striping, signing, and signalization; and
- C. Include (but not be limited to) the layout of the access, highway improvements, utility locations, existing and proposed drainage, existing and proposed right-of-way lines, existing and proposed traffic control devices, and a clear zone analysis; and
- D. Conform to the requirement of the permit's "Terms and Conditions"; and
- E. If applicable include the following statement on the cover page of the plans: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:"

3) **Insurance Liability Certification**

The Applicant or contractor shall be required to provide a comprehensive general liability and property damage insurance for the period of access construction. As per the State Access Code, Section 2 (11)(i), the certificate shall name CDOT, and the local Issuing Authority (if applicable) as an additional insured party for general liability in the amounts of not less than \$1,000,000 per occurrence and automobile liability insurance of \$1,000,000 with combined single limit bodily injury and property damage for each accident. The additional insured(s) must be noted as such, not just "Certificate Holders".

4) **Traffic Control Plan (TCP)**

The traffic control plan must be:

- A. Comply with CDOT Standard Plans Manual for Maintenance and Signing; and
- B. Be consistent with the MUTCD, identifying the type, number and spacing for all devices; and
- C. Be prepared by individual with American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association certification - or sealed (stamped) by a Colorado registered professional engineer; and
- D. Be acceptable to CDOT prior to any construction within the right-of-way; and
- E. Be presented in a manner that provides a method of handling traffic (MHT) for each different phase of construction; and
- F. Describe the MHT according to the proposed construction phasing and include dimensioned diagrams of work zone elements, with the final traffic control plan submitted a minimum of three working days in advance of construction. (Such plans may be revised as necessary with CDOT concurrence.)

If you have any questions regarding the process or the required documents, please contact me at the number above or Devin Drayton, Project Manager at Devin.Drayton@state.co.us or 970-683-6286.

Respectfully,



Brian Killian, Region 3 Access Manager

Cc: Devin Drayton, Project Manager
File



COLORADO
Department of Transportation
Region 3

R3 Traffic Section, Access Unit
222 S 6th St, Rm 100
Grand Junction, CO 81501
PH (970) 683-6284 FAX (970) 683-6290

<<<<< e-mailed >>>>>

February 17, 2021

Permit No. 321027

Miners Base Camp LLC
PO Box 574
Minturn, Colorado 81645

Dear Permittee:

1. Please review the attached State Highway Access Permit (Form #101) and all enclosed attachments
2. If you ACCEPT the Permit and its Terms and Conditions (and are authorized to sign as legal owner of the property, or as an authorized representative), please complete the DocuSign process within 60 days of the transmittal date on the permit. Your signature confirms your agreement to all the listed Terms and Conditions.
3. If you fail to complete the DocuSign within 60 days, the Colorado Department of Transportation (CDOT) will consider this permit withdrawn.
4. You may use the PayPal link to pay for this permit or send a check or money order made payable to "CDOT" for the total amount due of \$100.00 to our office.
5. If you wish to APPEAL the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.
6. As described in the additional attached Terms and Conditions, you must make a written request to obtain a Notice to Proceed. DO NOT begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law.

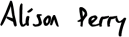
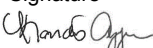
If you have any questions please call Kandis Aggen, Asst. Access Manager, at (970) 683-6270 or Brian Killian, Region 3 Access Program Manager, at (970) 683-6290.

If you choose to return the signed permit and/or check by mail, please send to:

Region 3 Access Unit
Attn: Kandis Aggen, Asst. Access Manager
222 S 6th St, Rm 100
Grand Junction, CO 81501

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 321027
			State Highway No / Mp / Side 024A / 146.416 / Right
Permit Fee \$100.00	Date of Transmittal 02/18/2021	Region / Section / Patrol / Name 3 / 02 / 2M20 Mark Massanari	Local Jurisdiction Minturn

The Permittee(s): Miners Base Camp LLC PO Box 574 Minturn, Colorado 81645 (970) 331-1974	The Applicant(s): Vail Land Company PO Box 4691 Eagle, Colorado 81631 (970) 306-2264												
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.													
Location: Located on the south side of HWY 024A approximately 2250 feet east of MP 146													
<table border="1"> <thead> <tr> <th>Access to Provide Service to: (Land Use Code)</th> <th>(Size)</th> <th>(Units)</th> </tr> </thead> <tbody> <tr> <td>210 - Single-Family Detached Housing</td> <td></td> <td></td> </tr> <tr> <td>220 - Multifamily Housing (Low-Rise)</td> <td></td> <td></td> </tr> <tr> <td>Total Volume</td> <td>37</td> <td>DHV</td> </tr> </tbody> </table>		Access to Provide Service to: (Land Use Code)	(Size)	(Units)	210 - Single-Family Detached Housing			220 - Multifamily Housing (Low-Rise)			Total Volume	37	DHV
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210 - Single-Family Detached Housing													
220 - Multifamily Housing (Low-Rise)													
Total Volume	37	DHV											
Additional Information: All other accesses for this subdivision shall be closed													

MUNICIPALITY OR COUNTY APPROVAL Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Dave Kuhn 2M5 with the Colorado Department of Transportation, at (970) 445-8132 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permitted by Signature: 	Print Name Alison Perry	Date 3/4/2021 10:06 AM PST	
Co-Permitted by Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duly authorized representative of the Department.			
COLORADO DEPARTMENT OF TRANSPORTATION			
Signed by: 	Print Name Kandis Aggen	Title Asst. Access Manager	Date (of issue) 3/9/2021 12:10 PM PST

Copy Distribution:

Required:

- 1.Region
- 2.Applicant

- 3.Staff Access Section
- 4.Central Files

Make copies as necessary for:

- Local Authority Inspector
MTCE Patrol Traffic Engineer

Previous editions are obsolete and may not be used
 Page 1 of 3 CDOT Form #101 5/07

State Highway Access Permit Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

**STATE of COLORADO HIGHWAY ACCESS PERMIT
ADDITIONAL TERMS and CONDITIONS**

February 17, 2021

PERMIT No. 321027

Permittee(s): Miners Base Camp LLC

Location: Eagle County on CO Highway 024A, near Mile Ref. Pt. 146.416 Right

1. This permitted access is only for the use and purpose stated in the Application and Permit. This Permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based in part upon the information submitted by the Permittee. Any subsequent relocation, reconstruction, or modifications to the access or changes in the traffic volume or traffic nature using the access shall be requested for by means of a new application. Any changes causing non-compliance with the Access Code may render this permit void, requiring a new permit.
2. This permit replaces any and all additional access permits that may be in existence for this access.
3. All other existing accesses for this subdivision shall be closed. The Permittee shall restore the access/CDOT right-of-way to its original condition. This shall include the removal of the culvert, the re-grading of the ditch, the removal of the surfacing, the removal of any gates, signs, or mailboxes, the replacement of fencing to match the adjacent fencing, and the re-seeding of any trees, shrubs, and/or native grasses that were disturbed by the access construction.
4. This permit is for Single-Family Detached Housing and Multifamily Housing (Low-Rise) use.
5. The traffic volume shall be 37 DHV (design hourly volume, passenger car equivalent).
6. This access shall have a full turning-movement.
7. This access shall be designed and constructed to CDOT's design standards.
8. The horizontal axis of the access to the State Highway shall be constructed perpendicular to the centerline of the highway and extend from the edge of the roadway a minimum distance of 40 feet, or to the property line, whichever is greater. This design shall be in conformance with section 4 of the State Highway Access Code, 2CCR 601-1.
9. Side slopes shall be at a 4:1 slope on the roadway. The roadway shall slope away from the highway at a -2% grade for the first 20 feet of driveway. This design shall be in conformance with section 4 of the State Highway Access Code, 2CCR 601-1.
10. Immediately upon completion of earthwork, and prior to use, this access shall be hard surfaced in accordance with Section 4.7 of the Access.
11. The access shall be hard-surfaced a minimum distance of 50 feet from the traveled way, or to the CDOT Right-of-Way, whichever is greater. Where the hard surface is to abut the existing pavement, the existing pavement shall be saw cut and removed a minimum of one foot back from the existing edge for bituminous, or until an acceptable existing cross slope is achieved. Surfacing shall meet the Department's specifications with minimum surfacing to be equal to, or greater than, existing highway conditions.

12. Materials, Placing, and Compaction

Unless the Applicant has approval from the Access Manager who may state otherwise, the following are requirements for driveway construction:

Hot Mix Asphalt Option (HMA)

Base: 16 inches of class 6 gravel with maximum 6-inch lifts;

Surface: 4 inches of HMA in two, 2-inch lifts;

**STATE of COLORADO HIGHWAY ACCESS PERMIT
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PERMIT No. 321027

Permittee(s): Miners Base Camp LLC

Location: Eagle County on CO Highway 024A, near Mile Ref. Pt. 146.416 Right

Compaction of the subgrade, embankments and backfill shall comply with sections 203 & 304 of the Colorado Highway Standard Specifications for Road and Bridge Construction.

Concrete Pavement Option: Portland Cement (PCCP)

Base: 4 inches of class 6 gravel;

Surface: A minimum of 6" of doweled and tied PCCP.

Compaction of the subgrade, embankments and backfill shall comply with sections 203 & 304 of the Colorado Highway Standard Specifications for Road and Bridge Construction.

13. **A Notice to Proceed, CDOT Form 1265, must be issued by CDOT before beginning construction on the access or any activity within the highway Right-of-Way.**
14. **To receive the Notice to Proceed the applicant shall submit a complete packet to CDOT with the following items:**
 - (a) A cover letter requesting a Notice to Proceed.
 - (b) Certificate of Insurance Liability as per Section 2.3(11)(i) of the State Highway Access Code, naming CDOT as an additional insured for general liability.
 - (c) A certified Traffic Control Plan in accordance with Section 2.4(6) of the Access Code. The Traffic Control Plan shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during construction.
 - (d) Two copies of Construction Plans Stamped (11"x 17" with a minimum scale of 1" = 50') by a Colorado Registered Professional Engineer in full compliance with the State Highway Access Code.
15. No drainage from this site shall enter onto the State Highway travel lanes. The Permittee is required to maintain all drainage in excess of historical flows and time of concentration on site. All existing drainage structures shall be extended, modified or upgraded, as applicable, to accommodate all new construction and safety standards, in accordance with the Department's standard specifications.
16. Open cuts, which are at least 4 inches in depth, within 30 feet of the edge of the State Highway traveled way, will not be left open at night, on weekends, or on holidays, or shall be protected with a suitable barrier per State and Federal Standards.
17. Nothing in this permit shall prohibit the Chief Engineer from exercising the right granted in CRS 43-3-102 including but not limited to restricting left hand turns by construction of physical medial separations.
18. The Permittee is responsible for obtaining any necessary additional Federal, State and/or City/County permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee. Permittee is also responsible for obtaining all necessary utility permits in addition to this access permit.
19. All workers within the State Highway right-of-way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration

**STATE of COLORADO HIGHWAY ACCESS PERMIT
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February 17, 2021

PERMIT No. 321027

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(OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction. Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation.

20. The Permittee shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during and after construction.
21. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board), and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <https://www.codot.gov/business/designsupport/standard-plans>.
22. When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with the Department's M-607-1 standard, before the fence is cut, to prevent slacking of the remaining fence. All materials removed shall be returned to the Department.
23. It shall be the responsibility of the Permittee to maintain adequate sight distance for this driveway. Trimming of vegetation or trees to maintain adequate sight distance is the sole responsibility of the Permittee.
24. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repair such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.
25. Any damage to present highway facilities including traffic control devices shall be repaired immediately at no cost to the Department and prior to continuing other work.
26. During access construction, no construction-related, personal vehicles will be permitted to park in the state highway right-of-way.
27. Any mud or other material tracked, or otherwise deposited, on the roadway shall be removed daily or as ordered by the Department inspector. If mud is an obvious condition during site construction, it is recommended that the contractor build a Stabilized Construction Entrance or

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Scrubber Pad at the intended construction access to aid in the removal of mud and debris from vehicle tires. The details of the Stabilized Construction Entrance can be found in the M & S Standards Plan No. M-208-1.

28. A fully-executed, complete copy of this permit and the Notice to Proceed must be on the job site with the contractor at all times during the construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department Inspector or the issuing authority.
29. No work will be allowed at night, Saturdays, Sundays and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
30. The access shall be completed in an expeditious and safe manner and shall be completed within 45 days from initiation of construction within State Highway right-of-way or in accordance with written concurrence of the Access Manager. All construction shall be completed in a single season.
31. All costs associated with any type of utility work will be at the sole responsibility and cost of the Permittee and at no cost to CDOT.
32. Areas of roadway and/or right-of-way disturbed during this installation shall be restored to their original conditions to insure proper strength and stability, drainage and erosion control. Restoration shall meet the Department's standard specifications for topsoil, fertilization, mulching, and re-seeding.
33. Upon the completion of the access (and prior to any use as allowed by this permit), the Applicant shall notify the Access Manager within 10 days to request a final inspection. This request shall include certification that all materials and construction have been completed in accordance with all applicable Department Standards and Specifications; and that the access is constructed in conformance with the State Highway Access Code, 2 CCR 601-1, including this permit. The Engineer of Record as indicated on the construction plans, may be requested by the Department for this inspection. The access serviced by this permit may not be opened to traffic until written approval has been given from the CDOT Access Manager.



What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground.

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, **rock, sand,** any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426**. From a safe distance try to estimate the amount of the discharge. Identify characteristics of the discharge (color, odor, algae, etc.). Obtain information on the vehicle dumping the waste (if applicable).

Do not approach!

Call *CSP for illicit dumping.

If possible, take a photo, record a license plate.

REMEMBER:

Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

<https://www.codot.gov/business/permits/access/permits>

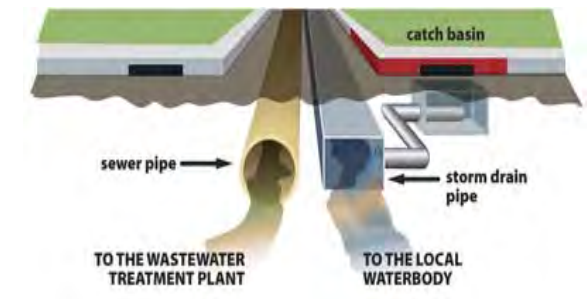
For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343



Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system.



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program



Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

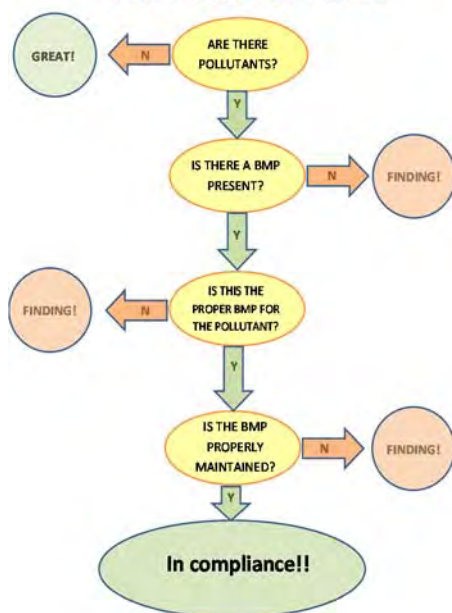
1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at: <http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>



THE GAUNTLET



COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2000
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 512-4053 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (Northeastern CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento District (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (Southeastern CO), Pueblo Office (719) 543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (<https://www.historycolorado.org/file-access>; 303-866-5216). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

Paleontological Resources - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (<https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure>) and the Denver Museum of Nature and Science (<https://www.dmns.org/science/earth-sciences/earth-sciences-collections/>). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.
- If the permit involve no ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or (303)757-9632.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed.

Contact Information: Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions.

Contact Info: CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact**

Information: For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401

Water Quality Certifications Issued by the CDPHE WQCD - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into waters of the U.S., including wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at

<https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Erosion and Sediment Control Practices - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD. Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>). The CDOT Erosion Control and Stormwater Quality Guide (website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>) can also be used to design erosion/sediment controls. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>

Site Stabilization - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide should also be used to plan restoration of disturbed vegetation. Website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>

Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Website: <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at <https://www.codot.gov/business/designsupport/cdot-construction-specifications> and refer to the specifications and their revisions for sections 101, 107 and 208.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact**

Information: Contact the CDPHE-WQCD at (303) 692-3500. For Applications and Instructions: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Requirements - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit #COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs>.

Post-Construction Permanent Water Quality - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality>

Discharges to Storm Sewer Systems

Prohibited Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.

Allowable Discharges - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html>.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4426 (4H2O), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application
acceptance date:

- Instructions:
- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
 - Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
 - Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
 - Submit an application for each access affected.
 - If you have any questions contact the issuing authority.
 - For additional information see CDOT's Access Management website at <https://www.codot.gov/business/permits/accesspermits>
- Please print or type**

1) Property owner (Permittee) Miners Base Camp LLC		2) Applicant or Agent for permittee (if different from property owner) Vail Land Company - Alison Perry	
Street address 1000 Enterprise Dr		Mailing address PO Box 4691	
City, state & zip Allen Park, MI 48101-3029	Phone #	City, state & zip Eagle, CO 81631	Phone # (required) (970) 306-2264
E-mail address		E-mail address if available perry@vailand.com	
3) Address of property to be served by permit (required) 1251 Main Street, Minturn, CO			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? <div> <div>county</div> <div>subdivision</div> <div>block</div> <div>lot</div> <div>section</div> <div>township</div> <div>range</div> </div> Minturn Belden Place Subd. 1 - 27 SEC 35 TWP 5 RNG 81			
5) What State Highway are you requesting access from? SH 024A, MM 146.42 R.		6) What side of the highway? <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
7) How many feet is the proposed access from the nearest mile post? 2380 feet <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W from: MM 146		How many feet is the proposed access from the nearest cross street? 400 feet <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W from: Mountain Drive	
8) What is the approximate date you intend to begin construction? May 2021			
9) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated:) <input checked="" type="checkbox"/> improvement to existing access <input type="checkbox"/> change in access use <input type="checkbox"/> removal of access <input type="checkbox"/> relocation of an existing access (provide detail)			
10) Provide existing property use Residential			
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: and/or, permit date:			
12) Does the property owner own or have any interests in any adjacent property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - please describe:			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points. Two existing accesses to be closed.			
14) If you are requesting agricultural field access - how many acres will the access serve?			
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.			
business/land use	square footage	business	square footage
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?			
type	number of units	type	number of units
ITE Land Use 210 Single-Family Detached Housing	22		
ITE Land Use 220 Multifamily Housing (Low-Rise)	20		
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.			
Indicate if your counts are <input checked="" type="checkbox"/> peak hour volumes or <input type="checkbox"/> average daily volumes.	# of passenger cars and light trucks at peak hour volumes 37	# of multi unit trucks at peak hour volumes	
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	Total count of all vehicles 37 vph - dhv	

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- | | |
|--|---|
| a) Property map indicating other access, bordering roads and streets. | e) Subdivision, zoning, or development plan. |
| b) Highway and driveway plan profile. | f) Proposed access design. |
| c) Drainage plan showing impact to the highway right-of-way. | g) Parcel and ownership maps including easements. |
| d) Map and letters detailing utility locations before and after development in and along the right-of-way. | h) Traffic studies. |
| | i) Proof of ownership. |

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage: <https://www.codot.gov/programs/environmental/resources/guidance-standards/environmental-clearances-info-summary-august-2017/view>

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

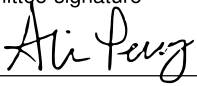

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <https://www.codot.gov/business/civilrights/ada/resources-engineers>

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature 	Print name Alison Perry	Date 1/8/21
If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.		
Property owner signature 	Print name Alison Perry	Date 1/8/21



ENVIRONMENTAL IMPACT REPORT

Belden Place Planned Unit Development
Environmental Impact Report
Town of Minturn, Colorado

November 10, 2020



Wynn Ecological Consulting LLC. P.O. Box 5352, Eagle, CO 81631

Belden Place PUD

Environmental Impact Report

Eagle County, Colorado

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This report was compiled to address, identify, and evaluate existing environmental conditions considering air and water quality, wildlife and vegetation, as well as other potential concerns as required by Eagle County's EIR regulations for land use proposals of this type. This type of report may not be able to identify or verify all specific environmental conditions or all potential impacts.

I. Project Introduction

Belden Place, LLC, P.O. Box 1794, Edwards, Colorado 81632 owns 3 parcels: 1251 Main Street, 1217&1221 Main Street, and 1201 & 1207 Main Street in the Town of Minturn, Colorado. Proposed on the property is the Belden Place Planned Unit Development (PUD) which is comprised of: 9 new and 1 existing single-family detached unit, 4 duplex units, 2 triplex-detached units, 4 triplex attached units, and 5 row houses. 40 new total units are proposed which are designed and priced to encourage local resident occupancy (see Figure 1.).



Figure 1. The layout of Belden Place

Located on Highway 24 headed southeast from town, Belden Place's GPS coordinates are 39. 5766° North latitude and -106.4146° West longitude. The proposed development is adjacent to National Forest property on the south and southwest sides and is across the road from a perpetual riverside open space (Boneyard). Private residential property is on the northwestern border.

Historically the property contained homes for at least the last 30 years, most recently consisting of 4 houses and a small trailer park (see Figure 2.). All of those uses have or will be removed prior to the construction of the neighborhood. The mobile homes have been removed at the time of this report and any necessary asbestos abatement has taken place. Belden Place is proposing to combine three parcels and develop a residential community with single, duplex, and multi-family homes with only a slight increase of units per acre from approximately 12/acre to 15/acre. The project is both designed and priced to allow locals to buy and live in Minturn.



Figure 2. Historical conditions

As Belden Place will be both entitled and constructed by the developer, the builders will know exactly what and how to build, adding a level of predictability to the process. Homes will be constructed with the ability for owners to add solar panels, negating the need to retrofit. Energy efficient appliances, windows, and lighting will

likewise reduce the carbon footprint of the project. Construction will use *FireWise* and eco-friendly materials.

Mapped data and limited field verification have been used to describe the existing conditions of the natural resources. This report specifically addresses the following components:

- Air Quality,
- Water Resources (Surface water, Ground water)
- Floodplains, Wetlands and Riparian Areas
- Wildlife (Terrestrial, Aquatic)
- Vegetation (Terrestrial, Aquatic)

A literature review was completed in order to assist in characterizing the natural resources of the surrounding area. Numerous public data sources were consulted including, but not limited to:

- Colorado Parks and Wildlife (CPW) Natural Diversity Information Source (NDIS) maps
- U.S. Geologic Survey
- Colorado Department of Public Health and Environment (CDPHE), Air Pollution Control Division (APCD)
- CDPHE, Water Quality Control Commission (WQCC)
- U.S. Fish and Wildlife Service (USFWS)
- Colorado Natural Heritage Program (CNHP)

This summary of anticipated impacts was identified based on various sources of proposed project information obtained from the owner, engineers, geologists, architects, and the surveyor of this project as well as previous development reports. This Environmental Impact Report follows the requirements for an EIR from the Eagle County Land Use Requirements.

II. Hydrologic

There are no natural hydrologic features existing on the project site and there are no wetlands in the direct vicinity, therefore the only concerns to address regarding hydrologic issues are storm water runoff and drainage from the site. The site is located approximately 230' from the Eagle River. The Federal Emergency Management Agency (FEMA) has mapped the proposed site as an area of minimal flood hazard: Zone X.

The surface runoff conditions have been mapped for the site and a grading and drainage plan will be implemented (see Figure 3. pending revision). At the current phase the project has 16 potable water taps. Belden Place will purchase an additional 25 taps once the development is approved. This will be similar for sewer taps from Eagle River Water and Sanitation District (ERWSD). Solid waste will be collected from Honeywagon services.

A Stormwater Management Plan will be prepared according to the Best Management Practices (BMP) guidelines as required by Article 4, Division 4 of the Natural Resource Protection Standards of Eagle County. The Town will be able to review this plan to assure the project is storm water compliant. In addition, the proposed development has designed the site for on-site treatment of stormwater by use of BMPs designed to detain and infiltrate the runoff, examine sheetflow, and minimize directly connected impervious surfaces. The plan also includes stormwater conveyance structures in the form of a drainage channels and retention ponds on-site to accommodate projected additional flows. This project will also be following the natural drainage of the property and adding a drainage system to assist regional drainage improvements which will be a community benefit.

A permit from the State of Colorado, Water Quality Control Division (WQCD) may be required for the proposed construction activity to discharge stormwater from the site. A detailed analysis of the water system and storage will be completed once more information is completed for the site and implemented with full compliance with the Town of Minturn. As such, there are no projected impacts to the area's hydrology and this project does not require any further impact assessment to floodplains, wetlands, or riparian areas as these features are not found on or directly adjacent to this site.

III. Atmospheric

The project site, while having no weather station at or near it, likely experiences seasonal variation in microclimate, yet has general climate patterns consistent with the Central Mountains Region (Western Regional Climate Center, 2019).

According to the United States Environmental Protection Agency, there are two areas close to the site that require special protection of air quality: Holy Cross Wilderness, approximately 1.5 miles to the southwest, and Eagles Nest Wilderness, approximately 7 miles to the northwest. Along with the EPA, the CDPHE and APCD have established standards and regulations for air quality to protect the State environment and public health. The EPA's standards are consistent with requirements from the National Ambient Air Quality Standard (NAAQS) which cover six principal pollutants deemed "criteria pollutants" including: Carbon

Monoxide (CO), Lead (Pb), Nitrogen Dioxide (NO₂), Ozone, Sulfur Dioxide (SO₂), and Particle Pollution.

State Air Quality Planning follows the APCD and EPA designations of the project site as being in the ‘Central Mountains’ region. The ‘Central Mountains’ region has ambient air concentrations of the criteria pollutants designated as less than those specified in the NAAQS. If any area violates the NAAQS for the criterial pollutants it is classified as a non-attainment area. Eagle County is not classified in any non-attainment areas according to the most recent Criteria Pollutant Area Summary (APCD and EPA, 2019) and therefore the site is considered an attainment area for NAAQS.

The only anticipated air quality related effects associated with the development include:

- Fugitive dust and equipment exhaust generated during construction
- Negligible effects due to a slight increase in vehicular traffic (see traffic report)

The proposed development does not include any odor, toxic or noxious materials, gas or other types of commercial or industrial air pollutant emission generators. Any emissions related to construction activity are anticipated to be short-term and impacts will be minimized by implementing BMPs for dust suppression reducing dust and equipment tail pipe emissions to relatively insignificant levels. As the proposed development is under 25 acres the State does not require an Air Pollutant Emission Notice (APEN). It is still suggested that the proposed site follow the detailed information outlined by an APEN concerning site-specific control measures (the Fugitive Dust Control Plan) to keep dust at the project site to a minimum.

McDowell Engineering has prepared a traffic report that concludes that this “subdivision is anticipated to be successfully accommodated into the greater Minturn roadway system” (McDowell Engineering, 2019). While no model of potential emissions generated by this proposal have been conducted, it is likewise anticipated that any increased emissions due to increased vehicular traffic will be insignificant and not violate ambient air quality standards, nor cause any visibility issues.

IV. Geologic

Kumar & Associates (2019) prepared a soils report that covered the site area examining geologic, sub-surface, and foundation baring conditions. At the site the

terrain is mostly flat with slopes gently sloping northward and the ground cover (at the time of the study) was covered in concrete pavement, grass, and weeds with intermittent bare areas from demolition of the previous structures. Findings suggested that this site is underlain with young glacial drift of the Bull Lake and younger period composed of boulder glacial deposits and associated sand and gravel deposits. Sub soils were characterized from the boring analysis- in five sites- and no free water was found sub-surface at the time of drilling. The geologist made specific recommendations to remove all existing foundations, slabs-on-grade, asphalt debris, and undocumented fill unless structural floors are to be implemented due to the unsuitability of potential undocumented sand and gravel fill for shallow foundation support. If structural floors are implemented, the recommendation was for removal of the above only in footing areas. Specific design recommendations were also made to ensure foundational stability for the type of structures proposed. It is recommended that the geologists continue consultation during design and construction and that they review, verify, and monitor their recommended actions as interpreted appropriately.

V. Biotic

Wildlife

Considering the previous land use of the projected site, Belden Place is not anticipated to directly affect any wildlife habitat. The inclusion of open space will instead represent an improvement for local pollinators. There are, however, recommendations for potential indirect effects on wildlife. Any property bordering National Forest does have the potential for wildlife/human conflicts. According to Colorado Parks and Wildlife (CPW) and NDIS maps, the adjacent National Forest is potential suitable habitat for many large game wildlife species including but not limited to: American elk (*Cervus canadensis*), mule deer (*Odocoileus hemionus*), black bear (*Ursus americanus*), and mountain lion (*Felis concolor*).

As the estimated population of the proposed development will be slightly higher than the previous use there is a slight increase in the potential for conflicts consistent with any wildlife/urban interface (WUI). It is recommended that the development follow CPW guidelines on preventative measures to reduce the conflict potential including:

- Keeping trash of all kinds, especially food waste, in a building or a CPW-approved bear-proof container.

- Trash should not be left outside overnight prior to collection.
- Pets should only be fed indoors or in a fully enclosed run.
- Composting of food waste should be done in a secure manner.
- Hummingbird feeders should not be accessible from the ground.
- Barbeque grills, if outdoor, should be cleaned of food waste.
- During construction, food waste and construction waste should not be intermingled in the same debris box.
- Confinement or personal supervision of cats, small dogs and small children.
- Planting deer-hardy plant materials to resist damage to landscape material.
- Management of public access from project during wintering seasons for wildlife.

While there are no documented instances of threatened or endangered wildlife occurring on the project site, the nearby Eagle River is known to support foraging habitat for the candidate species the Bald eagle (*Haliaeetus leucocephalus*). Bald eagle activity is known to increase in the winter months. There are no suitable roosting trees on the project site at this time and the project is not anticipated to directly or indirectly effect these raptors.

Vegetation

The current primary vegetation on the project site is small stand of juvenile Aspens (*Populus tremuloides*) with a mixed forb and grass understory on the southern edge of the property. The majority of this property was historically and remains sparsely covered or lacking significant vegetation. The proposed project will not significantly impact vegetation on the site and instead anticipates improving the current state. The only potentially indirect effect to vegetation could be the unintended introduction of non- native or invasive species to the nearby National Forest. It is recommended that the project work closely with landscape managers in designing replanting and landscaping efforts including BMPs that reduce the potential for any introduction of invasive species.

In Eagle County, the Colorado Natural Heritage Program (CNHP) has documented 14 priority plant species and the USFWS has identified two federally listed threatened plant species as potentially occurring. None of these species is known to occur on the site and there will be no changes made in habitat conditions to impact the nearby natural community. As no threatened,

endangered, and sensitive plants are expected to occur on the project site there are no impacts anticipated.

VI. Wastes, Noise, and Odors

The Belden Place PUD, consistent with other similar developments, is not anticipated to generate any significant waste, noise, or odor effects that could be considered damaging or unusual. Temporary construction noise and slightly greater traffic has a minimal potential for noise effects but will not exceed the noise standards of Eagle County, or the Town of Minturn.

VII. Visual

While no specific visual quality assessment was conducted it is anticipated that the proposed project will demonstrate a much higher aesthetic than the previous mobile homes. The proposed units will not exceed 35' in height and will not obstruct the main view corridor- to the northeast- of any surrounding properties. While the project will bring units of a slightly higher density than the surrounding structures, they will be built with the Town character of Minturn in mind and will represent an improvement over the previously existing condition. In addition to the units, landscaping and the inclusion of a parcel for open space will improve the current visual conditions.

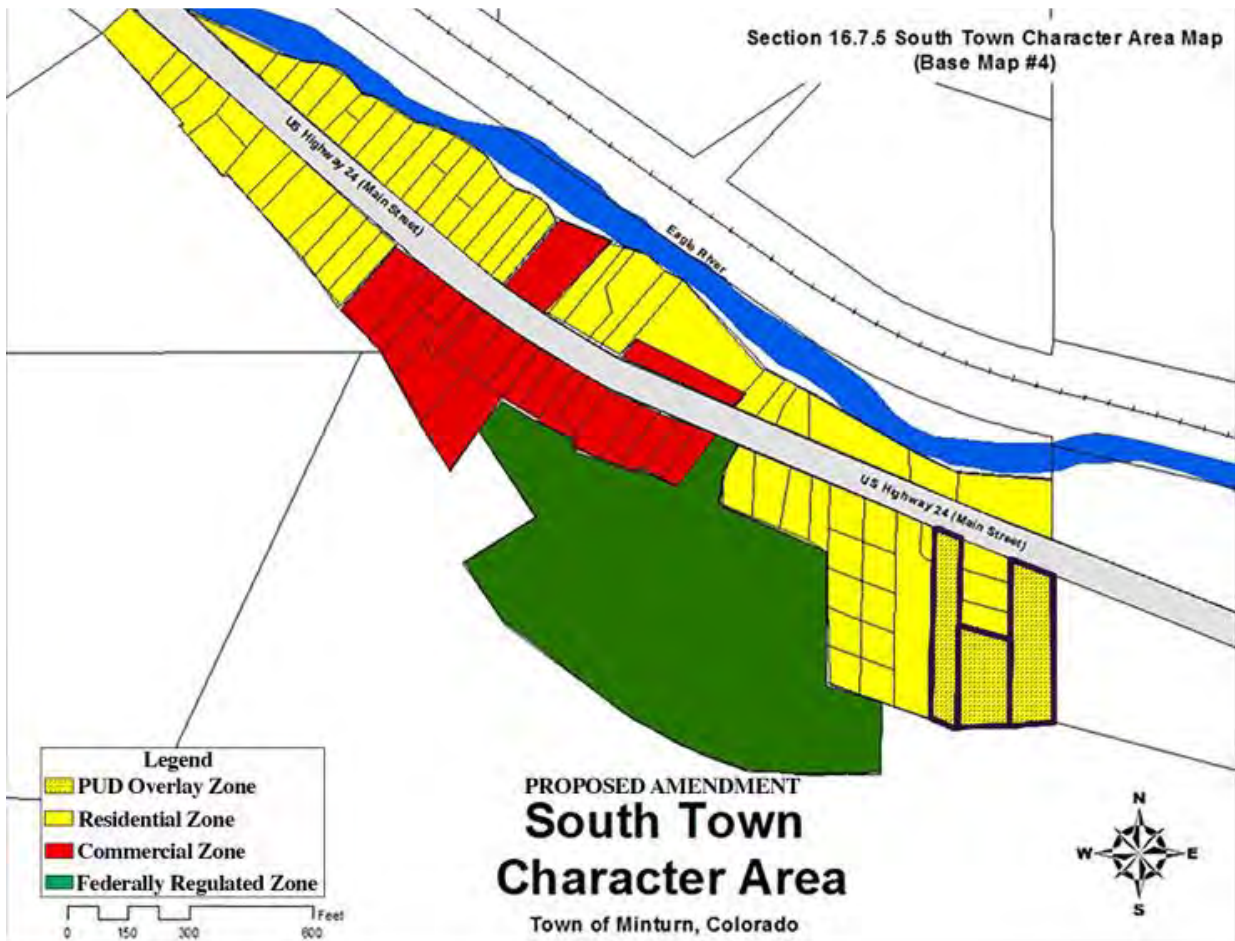
VIII. Circulation and Transportation

A vehicle trip generation analysis for the Belden Place PUD was conducted by Mc Dowell Engineering. Anticipated traffic generation for the project at completion was calculated according to the prevailing standards and The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition, 2017*⁴. The site is anticipated to generate 30 vehicle trips in the peak morning hours and 39 vehicle trips in the peak afternoon hours. There are two new proposed site accesses which will require New State Highway Access Permits. The proposed land use does not trigger the construction of any auxiliary lanes on US 24.

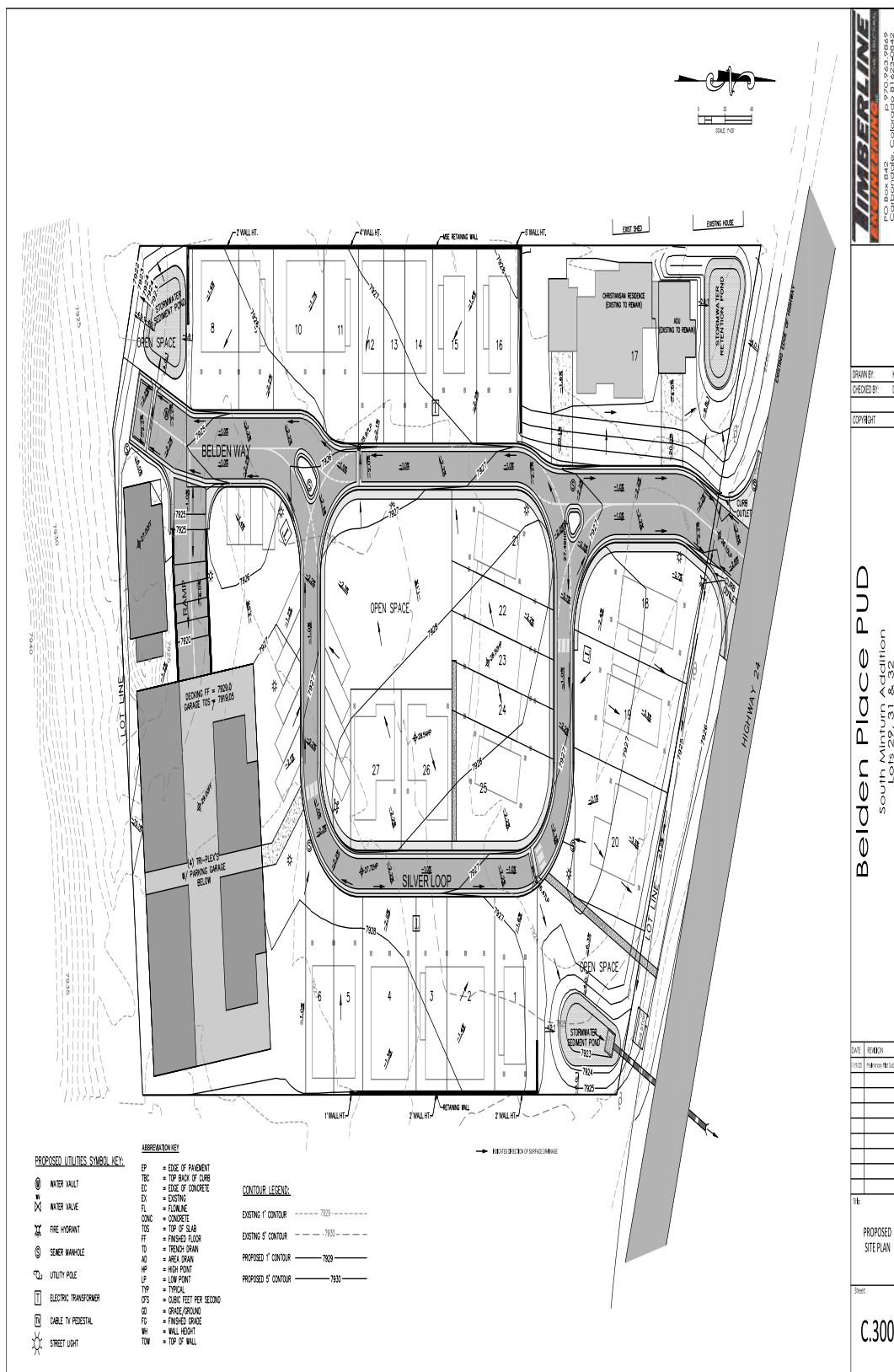
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Appendix A- Site Plan



Appendix B- Drainage Plan



SOILS



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**SUBSOIL STUDY
FOR FOUNDATION DESIGN
PROPOSED RESIDENCES
MINOR'S BASE CAMP
1251 MAIN STREET
MINTURN, COLORADO**

PROJECT NO. 19-7-505

SEPTEMBER 18, 2019

PREPARED FOR:

**GILMAN 101 DEVELOPMENT, LLC
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PURPOSE AND SCOPE OF STUDY

This report presents the results of a subsoil study for the proposed residences to be located at Miner's Base Camp, 1251 Main Street, Minturn, Colorado. The project site is shown on Figure 1. The purpose of the study was to develop recommendations for the foundation design. The study was conducted in accordance with our proposal for geotechnical engineering services to Gilman 101 Development, LLC dated August 12, 2019.

A field exploration program consisting of exploratory borings was conducted to obtain information on the subsurface conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundations. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

The proposed Miner's Base Camp development will consist of eight single family residences and twelve duplexes plus the Christiansan residence (Boring 4 area on Figure 1). We understand that the structures will be one to two stories with structural floors and crawlspaces. A one-way road will loop through the development, providing access to and from Main Street (Highway 24). Four detention ponds will be constructed as part of the site's drainage management system. Grading for the development is assumed to be relatively minor with cut depths between about 3 to 5 feet. We assume relatively light foundation loadings, typical of the proposed type of construction.

If building loadings, location or grading plans change significantly from those described above, we should be notified to re-evaluate the recommendations contained in this report.

SITE CONDITIONS

The site was previously developed with single and double wide trailer homes on the eastern portion and single-family residences on the southern, central, and western portions of the site. Several of the single-family residences had basement foundations. The residences were being demolished at the time of drilling. The terrain is generally flat with slopes gently sloping to the north. The ground surface is covered in concrete pavement, grass and weeds, and is bare in areas of demolition. Single-family residences are north, east, and west of the site. Main Street (US Highway 24) is north of the site. A heavily wooded slope is to the south of the site.

GEOLOGIC CONDITIONS

According to the Geologic Map of the Leadville 1° x 2° Quadrangle, Northwestern Colorado, dated 1978, by Tweto, Ogden, Moench, R.H., and Reed, J.C., the site is underlain by young glacial drift of the Bull Lake and younger period. The young glacial drift is described as unsorted boulder glacial deposits and associated sand and gravel deposits.

FIELD EXPLORATION

The field exploration for the project was conducted on September 10, 2019. Five exploratory borings were drilled at the locations shown on Figure 1 to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight augers powered by a truck-mounted CME-45B drill rig. The borings were logged by a representative of Kumar & Associates, Inc.

Samples of the subsoils were taken with a 1⅜ inch I.D. spoon sampler. The sampler was driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figure 2. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figure 2. The subsoils consist of about 1 to 5½ feet of loose to medium dense, silty sand and gravel fill

overlying dense, slightly silty to silty sand and gravel with cobbles and possible boulders. Drilling in the coarse granular soils with auger equipment was difficult due to the cobbles and boulders and drilling refusal was encountered in the deposit. A concrete slab and topsoil were encountered at the ground surface in Borings 2 and 5, respectively.

Laboratory testing performed on samples obtained from the borings included natural moisture content and gradation analyses. Results of gradation analyses performed on small diameter drive samples (minus 1½ inch fraction) of the coarse granular subsoils are shown on Figures 4 through 6. The laboratory testing is summarized in Table 1.

No free water was encountered in the borings at the time of drilling and the subsoils were slightly moist to moist.

FOUNDATION BEARING CONDITIONS

The undocumented sand and gravel fill is unsuitable for shallow foundation support in its current condition. The undocumented fill could settle causing damage to the residences. All existing foundations, slabs-on-grade, asphalt debris and undocumented fill should be removed from the proposed building footprint prior to construction. If structural floors are to be used, the removal of these items can be limited to footing areas. Building foundations can bear on either properly compacted structural fill or the natural dense sand and gravel.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we recommend the building be founded with spread footings bearing on the natural granular soils or properly compacted structural fill.

The design and construction criteria presented below should be observed for a spread footing foundation system.

- 1) Footings placed on the undisturbed natural granular soils or properly compacted structural fill should be designed for an allowable bearing pressure of 3,000 psf. Based on experience, we expect settlement of footings designed and constructed as discussed in this section will be about 1 inch or less. All undocumented fill

should be removed from the footing areas and to an extent outside of the footing area equal to the depth of fill. Structural fill should be placed and compacted to a minimum of 98% of the standard Proctor density.

- 2) The footings should have a minimum width of 16 inches for continuous walls and 2 feet for isolated pads.
- 3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 42 inches below exterior grade is typically used in this area.
- 4) Continuous foundation walls should be reinforced top and bottom to span local anomalies such as by assuming an unsupported length of at least 10 feet.
- 5) Foundation walls acting as retaining structures should also be designed to resist lateral earth pressures as discussed in the "Foundation and Retaining Walls" section of this report.
- 6) All existing fill, topsoil and any loose or disturbed soils should be removed and the footing bearing level extended down to the relatively dense natural granular soils. The exposed soils in footing area should then be moistened and compacted. If water seepage is encountered, the footing areas should be dewatered before concrete placement.
- 7) A representative of the geotechnical engineer should observe all footing excavations prior to concrete placement to evaluate bearing conditions.

FOUNDATION AND RETAINING WALLS

Foundation walls and retaining structures which are laterally supported and can be expected to undergo only a slight amount of deflection should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 50 pcf for backfill consisting of the on-site granular soils. Cantilevered retaining structures which are separate from the residences and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 40 pcf for backfill consisting of the on-site granular soils. Backfill should not contain organics, debris or rock larger than about 6 inches.

All foundation and retaining structures should be designed for appropriate hydrostatic and surcharge pressures such as adjacent footings, traffic, construction materials and equipment. The pressures recommended above assume drained conditions behind the walls and a horizontal backfill surface. The buildup of water behind a wall or an upward sloping backfill surface will increase the lateral pressure imposed on a foundation wall or retaining structure. An underdrain should be provided to prevent hydrostatic pressure buildup behind walls.

Backfill should be placed in uniform lifts and compacted to at least 90% of the maximum standard Proctor density at a moisture content near optimum. Backfill placed in pavement and walkway areas should be compacted to at least 95% of the maximum standard Proctor density. Care should be taken not to overcompact the backfill or use large equipment near the wall, since this could cause excessive lateral pressure on the wall. Some settlement of deep foundation wall backfill should be expected, even if the material is placed correctly, and could result in distress to facilities constructed on the backfill.

The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.45. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 400 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be a granular material compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum.

FLOOR SLABS

The natural on-site soils, exclusive of topsoil, are suitable to support lightly loaded slab-on-grade construction. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of free-

draining gravel should be placed beneath basement level slabs to facilitate drainage. This material should consist of minus 2 inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve.

All undocumented fill underlying proposed slabs-on-grade should be removed and replaced with structural fill compacted to at least 95% of the standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site granular soils devoid of vegetation, topsoil, deleterious material, and oversized rock.

UNDERDRAIN SYSTEM

Although free water was not encountered during our exploration, it has been our experience in mountainous areas that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, crawlspace and basement areas, be protected from wetting and hydrostatic pressure buildup by an underdrain system.

The drains should consist of drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep.

DETENTION POND

We attempted to run percolation testing in Boring 3 at a depth of 10 feet but was unable to maintain a head of water within the borehole. Based on the soils encountered and our experience, the detention ponds can be designed for an infiltration rate of approximately 1 minute per inch, however, the effects of siltation plugging should be considered. The bedrock is expected to be relatively deep in this area and groundwater level was not encountered to the boring depth of 10 feet.

SITE GRADING

The risk of construction-induced slope instability at the site appears low provided the building earthwork grading cut and fill depths are limited. We assume the cut depths will not exceed about 10 feet. Embankment fills should be compacted to at least 95% of the maximum standard Proctor density near optimum moisture content. Prior to fill placement, the subgrade should be carefully prepared by removing all debris, existing fill, vegetation and topsoil and compacting to at least 95% of the maximum standard Proctor density. The fill should be benched into slopes that exceed 20% grade.

Permanent unretained cut and fill slopes should be graded at 2 horizontal to 1 vertical or flatter and protected against erosion by revegetation or other means. The risk of slope instability will be increased if seepage is encountered in cuts and flatter slopes may be necessary. If seepage is encountered in permanent cuts, an investigation should be conducted to determine if the seepage will adversely affect the cut stability. This office should review site grading plans for the project prior to construction.

SURFACE DRAINAGE

The following drainage precautions should be observed during construction and maintained at all times after the residences has been completed:

- 1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
- 2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.
- 3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 12 inches in the first 10 feet in unpaved areas and a minimum slope of 3 inches in the first 10 feet in paved areas. Free-draining wall backfill should be covered with filter fabric and capped with about 2 feet of the on-site finer graded soils to reduce surface water infiltration.
- 4) Roof downspouts and drains should discharge well beyond the limits of all backfill.

- 5) Landscaping which requires regular heavy irrigation should be located at least 5 feet from foundation walls.

PAVEMENT SECTIONS

A pavement section is designed to distribute concentrated traffic loads to the subgrade. Pavement design procedures are based on strength properties of the subgrade and pavement materials assuming stable, uniform subgrade conditions.

Subgrade Materials: The granular soils encountered at the site are mainly low plasticity silty sand and gravel which are considered a good support for pavement materials. The soil classification tests indicate an Hveem 'R' value of around 25 for the onsite soils.

Pavement Section: Since anticipated traffic loading information was not available at the time of report preparation, an 18-kip equivalent daily load application (EDLA) of 10 was assumed for combined automobile and truck traffic on the roadways and 5 was assumed for automobile traffic only parking areas. This roadway loading is typical of a residential street and should be checked by the project civil engineer. A Regional Factor of 2.0 was calculated for this area of Eagle County based on the site terrain, drainage and climatic conditions.

Based on the assumed parameters, the pavement section in areas of combined automobile and truck traffic should consist of 8 inches of high quality base course and 3½ inches of asphalt surface.

As an alternative to asphalt pavement in areas where truck turning movements are concentrated, the pavement section can consist of 6 inches of portland cement concrete on 4 inches of high quality base course.

The section thicknesses assume structural coefficients of 0.14 for aggregate base course, 0.42 for asphalt surface and design strength of 4,500 psi for portland cement concrete. The material properties and compaction should be in accordance with the project specifications.

Subgrade Preparation: Prior to placing the pavement section, the entire subgrade area should be stripped of vegetation and topsoil. Undocumented fill within 2 feet of finished grade should

be removed. The exposed surface should be scarified to a depth of 8 inches, adjusted to a moisture content near optimum and compacted to at least 95% of the maximum standard Proctor density. The pavement subgrade should be proof rolled with a heavily loaded pneumatic-tired vehicle. Pavement design procedures assume a stable subgrade. Areas which deform excessively under heavy wheel loads are not stable and should be removed and replaced to achieve a stable subgrade prior to paving.

Drainage: The collection and diversion of surface drainage away from paved areas is extremely important to the satisfactory performance of pavement. Drainage design should provide for the removal of water from paved areas and prevent wetting of the subgrade soils. Uphill roadside ditches should have an invert level at least 1 foot below the road base.

LIMITATIONS

This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory borings drilled at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation

of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

Respectfully Submitted,
Kumar & Associates, Inc.

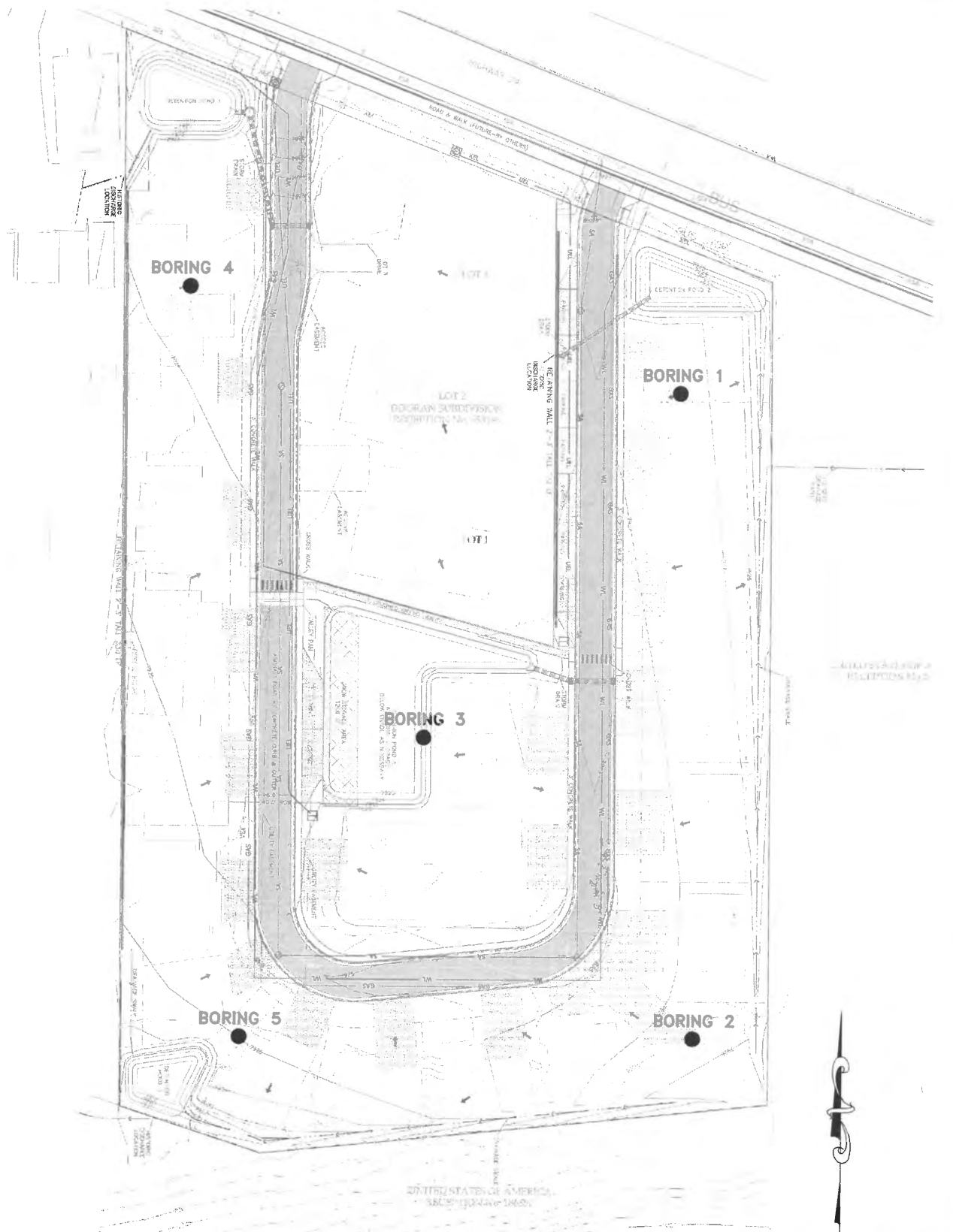


Shane J. Robat, P.E.

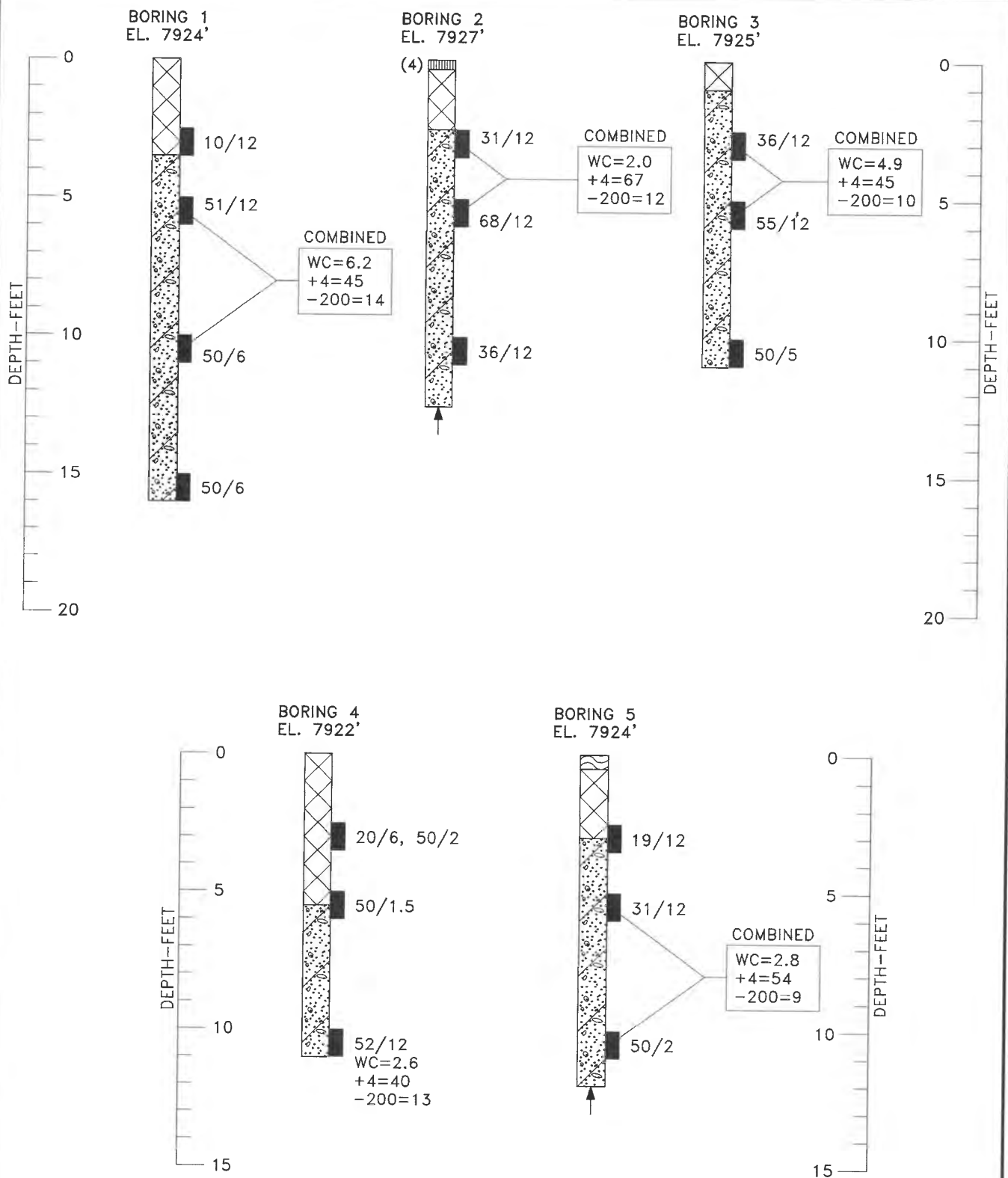
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

Steven L. Pawlak, P.E.
SJR/kac
cc: Vail Land Company – Anson Perry (perry@vailland.com)



30 0 30 60
 APPROXIMATE SCALE- FEET

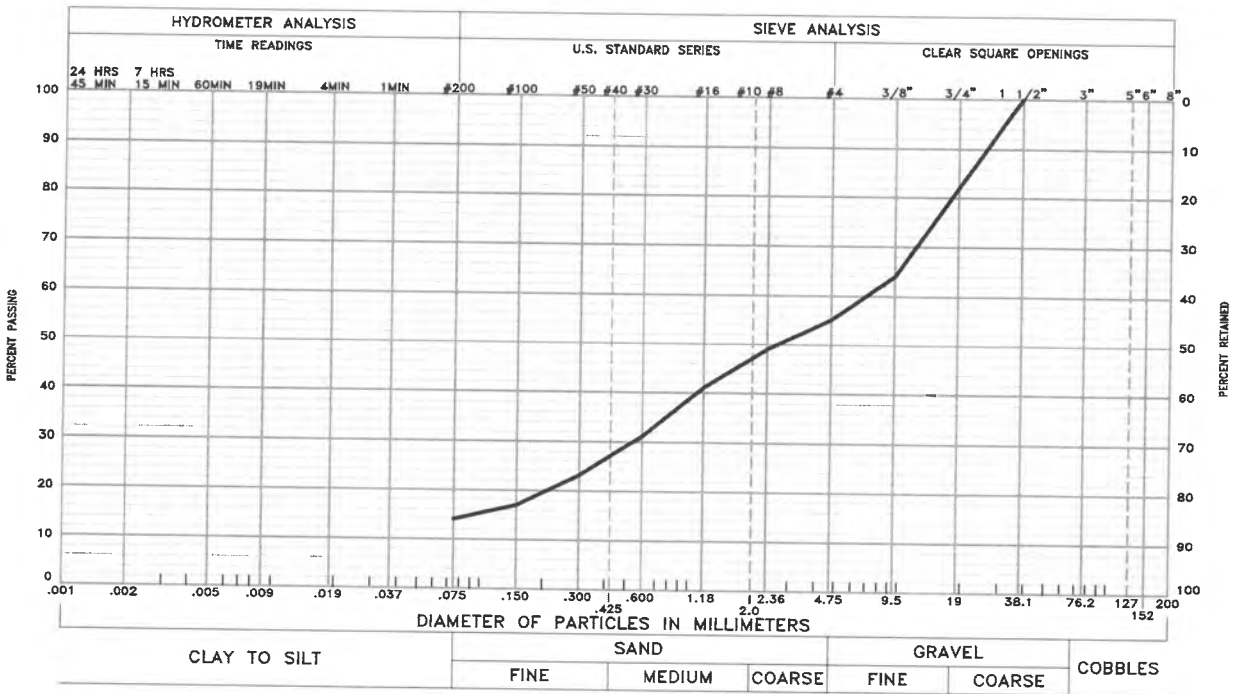


LEGEND

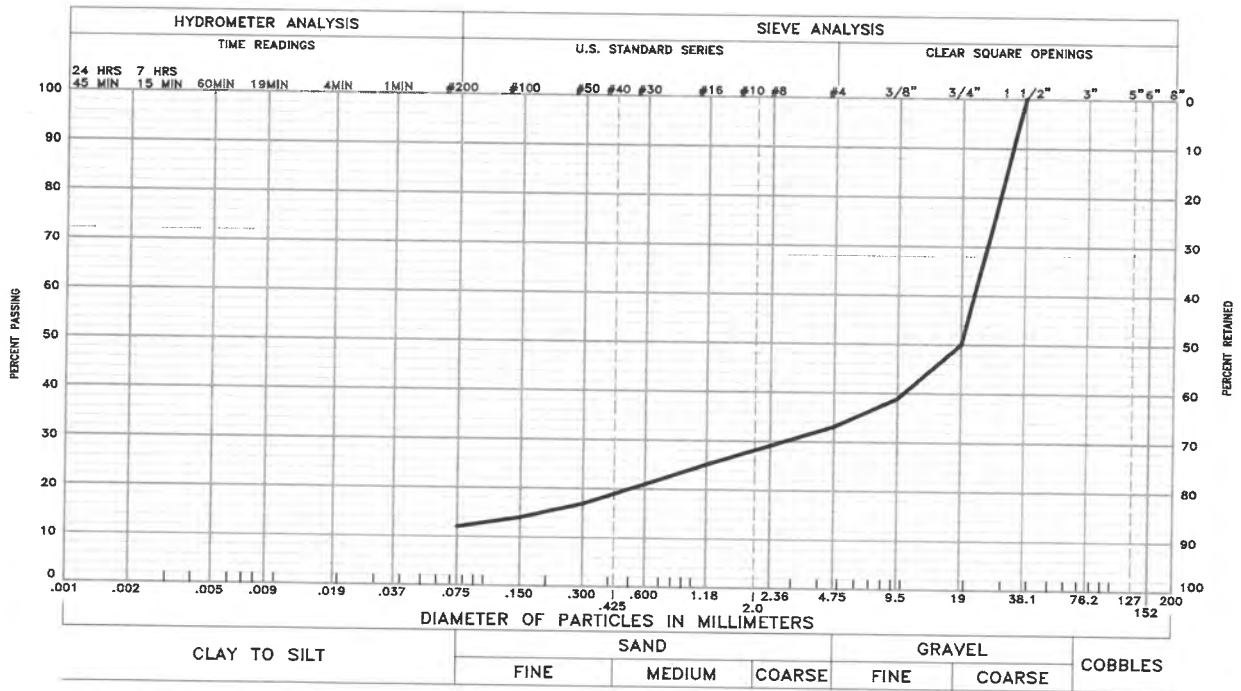
- (4)  CONCRETE, THICKNESS IN INCHES SHOWN IN PARENTHESES TO LEFT OF THE LOG.
-  TOPSOIL; SILTY SAND WITH SCATTERED GRAVEL, ORGANICS, FIRM, SLIGHTLY MOIST, BROWN.
-  FILL; SILTY SAND AND GRAVEL, DEMOLITION DEBRIS, LOOSE TO MEDIUM DENSE, MOIST, DARK BROWN.
-  SAND AND GRAVEL (SM-GM); SLIGHTLY SILTY TO SILTY, COBBLES, POSSIBLE BOULDERS, MEDIUM DENSE TO DENSE, MOIST, BROWN. SUBANGULAR TO ROUNDED ROCK.
-  DRIVE SAMPLE, 1 3/8-INCH I.D. SPLIT SPOON STANDARD PENETRATION TEST.
- 10/12  DRIVE SAMPLE BLOW COUNT. INDICATES THAT 10 BLOWS OF A 140-POUND HAMMER FALLING 30 INCHES WERE REQUIRED TO DRIVE THE SAMPLER 12 INCHES.
-  PRACTICAL AUGER REFUSAL.

NOTES

1. THE EXPLORATORY BORINGS WERE DRILLED ON SEPTEMBER 10, 2019 WITH A 4-INCH-DIAMETER CONTINUOUS-FLIGHT POWER AUGER.
2. THE LOCATIONS OF THE EXPLORATORY BORINGS WERE MEASURED APPROXIMATELY BY PACING FROM FEATURES SHOWN ON THE SITE PLAN PROVIDED.
3. THE ELEVATIONS OF THE EXPLORATORY BORINGS WERE OBTAINED BY INTERPOLATION BETWEEN CONTOURS ON THE SITE PLAN PROVIDED.
4. THE EXPLORATORY BORING LOCATIONS AND ELEVATIONS SHOULD BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHOD USED.
5. THE LINES BETWEEN MATERIALS SHOWN ON THE EXPLORATORY BORING LOGS REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN MATERIAL TYPES AND THE TRANSITIONS MAY BE GRADUAL.
6. GROUNDWATER WAS NOT ENCOUNTERED IN THE BORINGS AT THE TIME OF DRILLING.
7. LABORATORY TEST RESULTS:
 WC = WATER CONTENT (%) (ASTM D2216);
 +4 = PERCENTAGE RETAINED ON NO. 4 SIEVE (ASTM D6913);
 -200 = PERCENTAGE PASSING NO. 200 SIEVE (ASTM D1140).

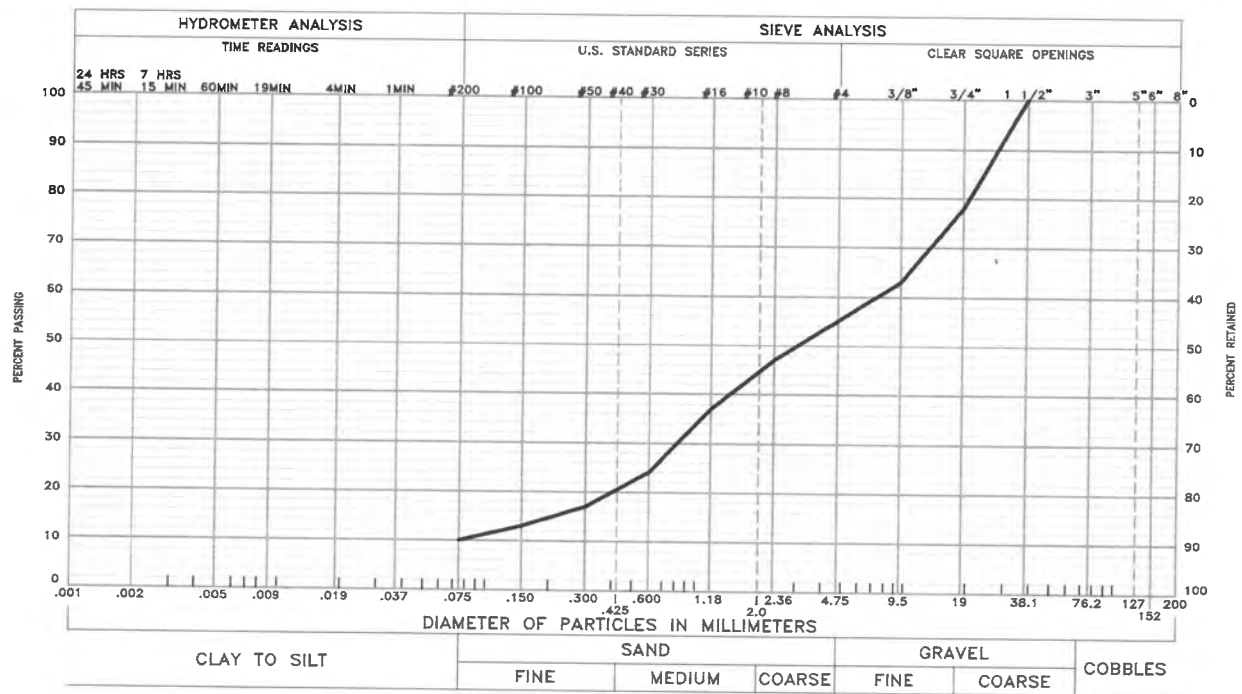


GRAVEL 45 % SAND 41 % SILT AND CLAY 14 %
 LIQUID LIMIT PLASTICITY INDEX
 SAMPLE OF: Silty, Very Sandy Gravel FROM: Boring 1 @ 5' & 10' (Combined)



GRAVEL 67 % SAND 21 % SILT AND CLAY 12 %
 LIQUID LIMIT PLASTICITY INDEX
 SAMPLE OF: Slightly Silty, Sandy Gravel FROM: Boring 2 @ 2.5' & 5' (Combined)

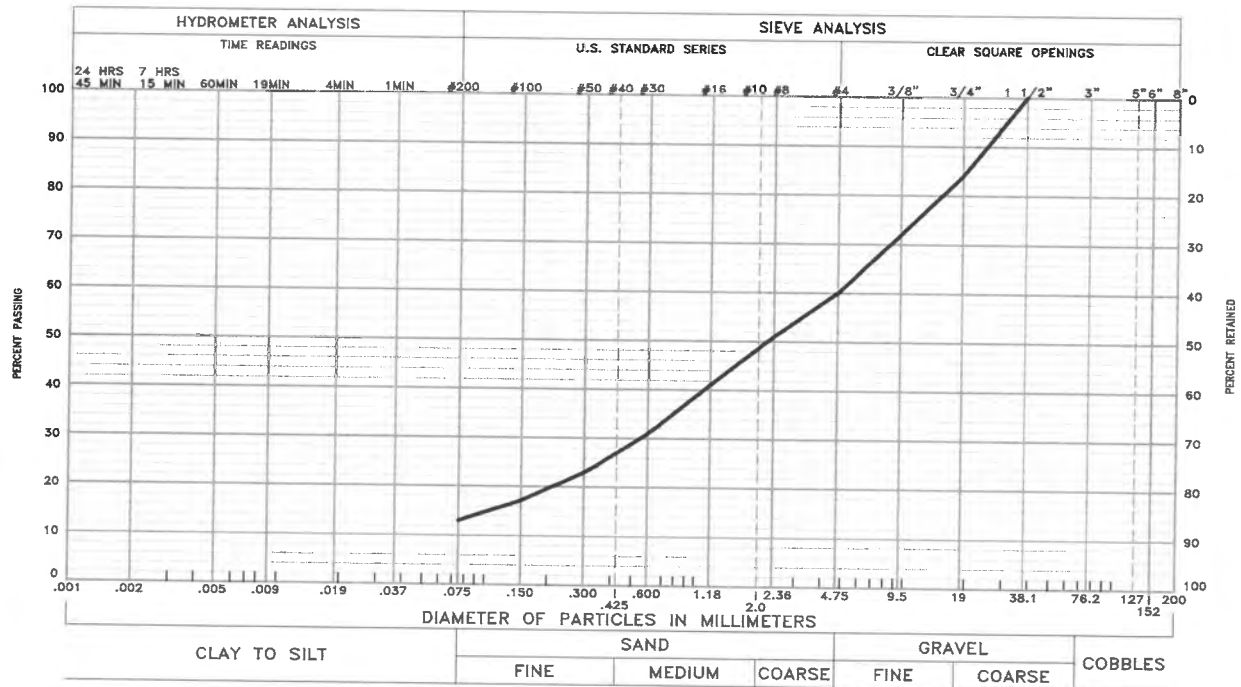
These test results apply only to the samples which were tested. The testing report shall not be reproduced, except in full, without the written approval of Kumar & Associates, Inc. Sieve analysis testing is performed in accordance with ASTM D6913, ASTM D7928, ASTM C136 and/or ASTM D1140.



GRAVEL 45 % SAND 45 % SILT AND CLAY 10 %

LIQUID LIMIT PLASTICITY INDEX

SAMPLE OF: Slightly Silty Sand and Gravel FROM: Boring 3 @ 2.5' & 5' (Combined)



GRAVEL 40 % SAND 47 % SILT AND CLAY 13 %

LIQUID LIMIT PLASTICITY INDEX

SAMPLE OF: Silty Sand with Gravel FROM: Boring 4 @ 10'

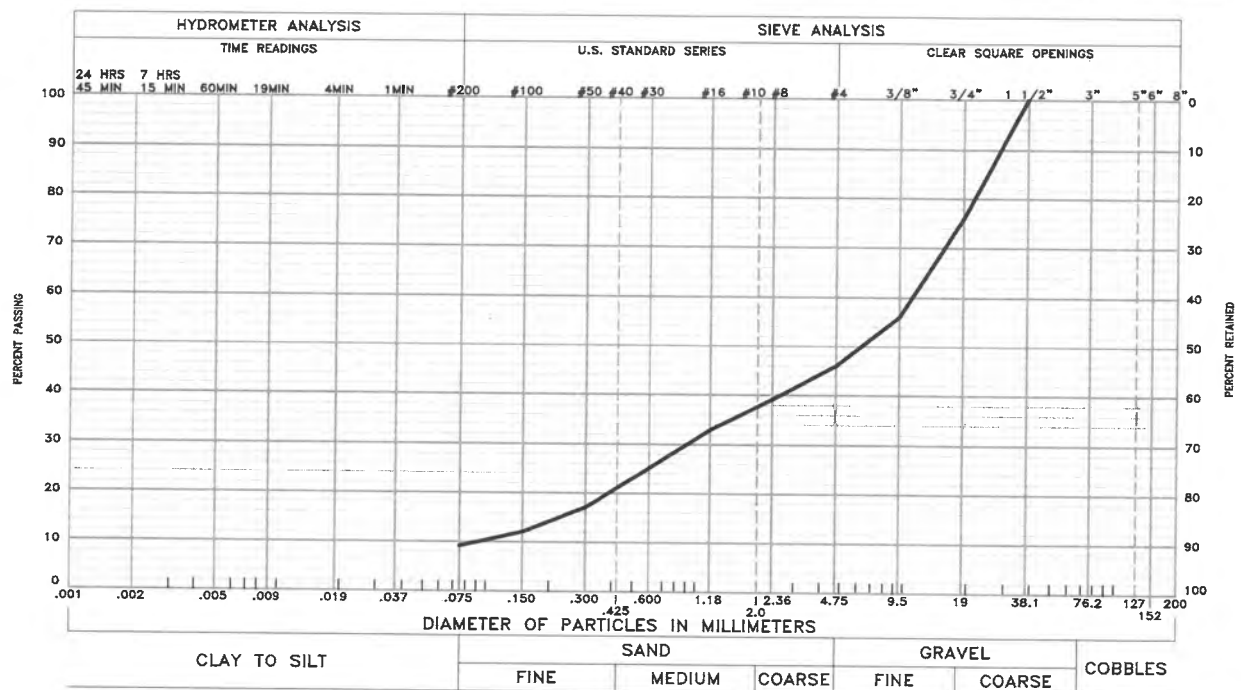
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19-7-505

Kumar & Associates

GRADATION TEST RESULTS

Fig. 5



GRAVEL 54 %

SAND 37 %

SILT AND CLAY 9 %

LIQUID LIMIT

PLASTICITY INDEX

SAMPLE OF: Slightly Silty, Sandy Gravel

FROM: Boring 5 @ 5' & 10' (Combined)

These test results apply only to the samples which were tested. The testing report shall not be reproduced, except in full, without the written approval of Kumar & Associates, Inc. Sieve analysis testing is performed in accordance with ASTM D6913, ASTM D7928, ASTM C136 and/or ASTM D1140.

19-7-505

Kumar & Associates

GRADATION TEST RESULTS

Fig. 6

TABLE 1

Project No. 19-7-505

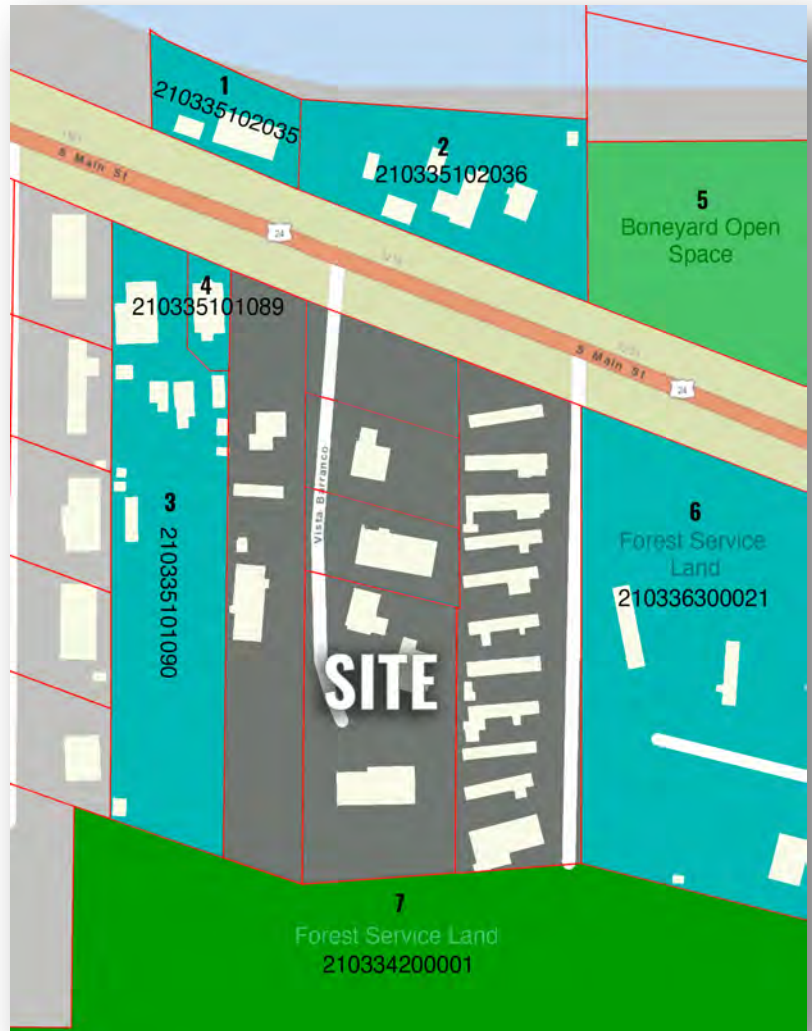
[illegible]

APO INFORMATION



Belden Place APO List

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2. CAREY E. ANDERSON
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3. H.K. MOONEY
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4. 1191 MAIN STREET LLC
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5. TOWN OF MINTURN
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W 6TH AVE & KIPLING ST
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W 6TH AVE & KIPLING ST
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DECLARATIONS

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

FOR

B E L D E N  P L A C E

After recording return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Avenue, Suite 2000
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELDEN PLACE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELDEN PLACE (the “**Declaration**”) is made and entered into on as this _____ day of _____, 20____ by Miners Base Camp LLC, a Colorado limited liability company (the “**Declarant**”).

RECITALS

A. The Declarant is the owner of certain real property in Eagle County, Colorado, which is more particularly described as set forth in *Exhibit A* attached hereto and by reference made a part hereof.

B. The Declarant desires to create a planned community under the terms of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.* (“**CCIOA**”) on the real estate described in *Exhibit A*, under the name “Belden Place”.

C. The Declarant has caused Belden Place Owners Association, Inc. (the “**Association**”), a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as an owners’ association, for the purpose of exercising the functions set forth herein.

ARTICLE 1. SUBMISSION/NAMES/DEFINED TERMS

Section 1.1 Submission of Property. The Declarant hereby submits the real estate described in *Exhibit A*, and such additional property as may subsequently be annexed hereto, pursuant to the annexation rights reserved in this Declaration, together with and subject to all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the “**Property**”), to the provisions of CCIOA, as it may be amended from time to time, and to the terms and conditions of this Declaration. In the event CCIOA is repealed, CCIOA on the effective date of this Declaration shall remain applicable. The Declarant hereby declares that all of the Property described in *Exhibit A*, and as added to by annexation, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. The Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Property, that this Declaration shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 1.2 Name and Type. The type of common interest community created hereunder is a planned community as defined in CCIOA. The name of the common interest

community is "Belden Place". The name of the Association is "Belden Place Owners Association, Inc."

Section 1.3 Property. The Property is located in Eagle County, Colorado. The initial property of the Property is described in *Exhibit A*.

Section 1.4 Defined Terms. Each capitalized term in this Declaration or on the Plat shall have the meaning specified in CCIOA or as used in CCIOA, unless otherwise defined in this Declaration or as context requires otherwise:

(a) "**Annexable Area**" shall mean the property described on *Exhibit B*, attached hereto and incorporated herein.

(b) "**Allocated Interests**" shall mean the votes and Common Expense liability allocated to each Unit as set forth in Article 3, Section 3.4 of this Declaration

(c) "**Architectural Review Committee**" shall mean the committee appointed by the Declarant or the Board of Directors pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.

(d) "**Articles of Incorporation**" shall mean the Articles of Incorporation of Belden Place Owners Association, Inc., as filed with the Colorado Secretary State, as may be amended from time to time.

(e) "**Assessment**" shall include all Common Expense Assessments, , Special Assessments, Individual Purpose Assessments, and any other expense levied against a Unit pursuant to this Declaration or CCIOA, including interest, late fees, attorney fees, fines, and costs.

(f) "**Association**" shall mean and refer to Belden Place Owners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

(g) "**Attached Residential Unit**" shall mean an individual residential dwelling unit constructed on a Multi-Family Lot and which is within a Multi-Family Building, each of which is separated from at least one other residential dwelling unit by a Party Wall.

(h) "**Board**" or "**Board of Directors**" shall mean the body designated in the Governing Documents to act on behalf of the Association.

(i) "**Bylaws**" shall mean the Bylaws of Belden Place Owners Association, Inc., as may be amended from time to time.

(j) "**CCIOA**" shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.*, as it may be amended.

(k) **"Common Area"** shall mean all real property owned or leased by the Association, excluding the Lots, for the common use and enjoyment of the Owners, together with all improvements located thereon.

(l) **"Common Expense Assessment"** shall mean an Assessment levied against all Units in the Association to fund the Common Expenses.

(m) **"Common Expense Liability"** shall mean the liability for Common Expenses allocated to each Unit as set forth in Section 3.4 of this Declaration.

(n) **"Common Expenses"** shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(o) **"Condominium Association"** shall mean any condominium association formed in accordance with CCIOA in relation to any Condominium Lot.

(p) **"Condominium Lot"** shall mean any Lot which has been subdivided into Condominium Units pursuant to a recorded condominium map and which is subject to a condominium declaration and a part of a condominium community created pursuant to CCIOA. Subsequent to the recording of this Declaration, if any Lot is converted to a condominium form of ownership, any such Lot so converted shall be deemed to be a Condominium Lot upon the recording of the condominium map(s) applicable to such Lot being so converted.

(q) **"Condominium Unit"** shall mean each unit having horizontal boundaries created for individual condominium ownership on a Condominium Lot.

(r) **"Declarant"** shall mean Miners Base Camp LLC, a Colorado limited liability company, and any Person or group of Persons which succeeds to all or any portion of the Declarant's rights, or any successor to the Declarant duly designated in accordance with this definition. Any such successor must be so identified by means of an express written assignment executed and acknowledged by the Declarant and the duly designated successor Declarant, and recorded in the real property records of Eagle County, Colorado.

(s) **"Design Guidelines"** shall mean a manual of design guidelines for the Property, or other design or architectural guidelines, to interpret and/or implement any provisions of Article 6 of this Declaration, specifically, and this Declaration in general, as more fully provided for in Section 6.3 of this Declaration.

(t) **"Governing Documents"** shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, the Design Guidelines, and the Rules and Regulations of the Association, as any of the same may be amended from time to time.

(u) “**Guest**” shall mean an Owner’s (or a tenant’s as applicable) family members, tenants, occupants, invitees, licensees, employees, contractors, and agents.

(v) “**Improvements**” shall mean all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including but not limited to, buildings, outbuildings, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

(w) “**Individual Purpose Assessment**” shall mean expenses incurred by the Association which are for the benefit of any individual Unit, as more fully provided in Section 5.5 of this Declaration.

(x) “**Lot**” shall mean and refer to any of the platted lots, including any Single Family Detached Lots, Multi-Family Lots, Vacant Lots, and Condominium Lots, shown upon any recorded subdivision Plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area.

(y) “**Member**” shall mean any Owner. The terms “Member” and “Owner” may be used interchangeably.

(z) “**Multi-Family Building**” shall mean each building constructed on any of the Multi-Family Lots containing Attached Residential Units, and shall include the Party Walls and other related improvements constructed and located upon such Multi-Family Lots.

(aa) “**Multi-Family Lot**” shall mean any Lot upon which Attached Residential Units are or will be constructed, and which share or will share a Party Wall with at least one other Attached Residential Unit.

(bb) “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(cc) “**Party Wall**” shall mean an interior wall, including the foundation wall, within a Multi-Family Building that separates two adjoining Attached Residential Units and that is located substantially along the shared interior Lot line that bounds the Attached Residential Units.

(dd) “**Period of Declarant Control**” shall mean a length of time expiring no later than the first or occur of the following: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that May Be Included to Owners other than a Declarant; (ii) two (2) years after the last conveyance of a Unit by a Declarant in the ordinary course of business; or (iii) two (2) years after any right to add new Units to the Declaration was last exercised.

(ee) “**Person**” shall mean a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other legal entity or any combination thereof.

(ff) “**Plat**” shall mean and refer to the map(s) and/or plat(s) of the Property that is subject to this Declaration recorded in the records of the Office of the Clerk and Recorder of Eagle County, Colorado. More than one map or plat or supplement thereto may be recorded, and, if so, then the term "Plat" shall collectively mean and refer to all of such maps, plats and supplements thereto.

(gg) “**Property**” shall mean the property described in *Exhibit A*, and as added to by annexation, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon which is a planned community as defined by CCIOA,.

(hh) “**Rules and Regulations**” shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Property, and/or clarification of the Governing Documents, including any amendment to those instruments.

(ii) “**Single Family Detached Lot**” shall mean those Lots upon which detached residential dwellings are or will be constructed, and which do not share any common walls with any other residential dwelling.

(jj) “**Special Assessment**” shall mean a special Assessment levied by the Association from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund.

(kk) “**Unit**” shall mean each Single Family Detached Lot, Multi-Family Lot, Vacant Lot, and Condominium Unit.

(ll) “**Units That May Be Included**” shall mean forty-one (41) Units, which shall be the maximum number of Units that may be subject to this Declaration, including those Units which may be included if all of the Annexable Area described on *Exhibit B* is annexed to this Declaration as provided for in Article 12, Section 12.4 of this Declaration. However, the aforesaid number of Units That May Be Included is not a

representation or guarantee as to the actual number of Units that will ultimately be included in the Property.

(mm) “**Vacant Lot**” shall mean any Lot intended to be developed as a Condominium Lot, but which has not yet been subdivided into Condominium Units by the recordation of a condominium map for such Vacant Lot (which would thereby make such Lot a Condominium Lot).

ARTICLE 2. PROPERTY RIGHTS IN THE COMMON ELEMENTS/EASEMENTS

Section 2.1 Easement for Encroachments. Each Lot, Unit, and the property included in the Common Area shall be subject to an easement for encroachments created by the original construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 2.2 Blanket Easements.

(a) *Maintenance Easement*. An easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area, and the exterior portions of any Lot to perform the duties of operation, installation, maintenance, repair and replacement of the Lots or the Common Area, as provided for in this Declaration.

(b) *Utility Easement*. A blanket easement is granted to the Association upon, across, over and under all of the Lots for ingress, egress, installation, replacing, repairing and maintaining any utilities, including but not limited to water, sewers, gas, telephone, electricity, cable, internet and broadband, and a master antenna system, to the extent the Association is responsible for such utilities. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Common Area or Lots after the initial installation of the same by the Declarant, except as approved by the Board of Directors. The easements provided for in this paragraph shall in no way affect any other prior recorded easements on the premises.

Section 2.3 Access. For the purpose of performing any of the functions or obligations required or permitted by this Declaration, and for performing inspections related thereto, the Association, through its duly authorized agents, contractors, employees, or the Architectural Review Committee, shall have the right, after reasonable notice to the Owner or occupants thereof (or to the board of directors of a Condominium Association relative to any Condominium Lot) and during regular business hours, to enter upon the exterior portions of any Lot, and such entry shall not be deemed a trespass. In emergency situations, including emergency repairs necessary to prevent damage to any Unit or any Common Area Improvements, the Association or its agents, contractors or employees, may enter without notice at any time, but the Owner, other occupants, or the board of directors of a Condominium Association, as applicable, thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance

authorized under this Declaration, the Association shall not be liable for any loss, cost or damage caused by its actions, except on account of its willful misconduct.

Section 2.4 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration; and

(b) The terms of those recorded easements and licenses appurtenant to the Property, as more fully described on *Exhibit C*, attached hereto and incorporated herein, or to which the Property may be may become subject to pursuant to the rights reserved to the Declarant as set forth herein.

ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 3.1 General Purposes and Powers of the Association. The Association has been formed to perform functions and manage the Property as provided in this Declaration to protect the value and desirability of the Property, the Units, to further the interests of the Owners, residents, and Guests of the Property and Members of the Association, and to promote a harmonious community and responsible leadership. The Association shall have a Board of Directors to manage the affairs of the Association. All Owners and any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power and authority necessary or desirable to effectuate such purposes, including but not limited to:

(a) To adopt Rules and Regulations governing the use of the Common Area, the Lots, and the Units;

(b) To borrow money for the purpose of maintaining or improving the Common Area and for other such purposes deemed appropriate or necessary by the Board of Directors to fulfill the Association's obligations, duties or authority as set forth in the Governing Documents;

(c) To mortgage the Common Area as security for any loan or liability incurred by the Association, subject to the prior approval of Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant; provided, that the rights of such mortgagee shall be subordinate to the rights of the Owners;

(d) To assign its right to future income, including the right to assign its right to receive Assessments;

(e) To grant any easement, right-of-way, license, lease, or similar interest through, over or in the Common Area;

(f) To transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval Owners entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant;

(g) To close portions of the Common Area for maintenance, repair, replacement and improvement; and

(h) To change the use of, and/or to add or remove improvements to or from the Common Area.

Section 3.2 Authority of the Association. The business affairs of the Property shall be managed by the Association. The Association shall be governed by CCIOA, this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents or by Colorado law, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to affect such right or privilege or to satisfy such duty or obligation.

Section 3.3 Membership. Every Person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for such membership. When more than one person holds an interest in any Unit, all such persons shall be Members.

Section 3.4 Allocated Interests. The Common Expense Liability and votes in the Association allocated to each Unit are set as follows:

(a) Unless otherwise provided in this Declaration, the Common Expense Liability allocated to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Unit in the Property from time to time.

(b) The number of votes in the Association shall be allocated equally among the Units with each Unit being allocated one (1) vote.

Section 3.5 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three (3) years and shall be subject to

cancellation by the Association on thirty (30) days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.6 Mechanic's Liens. No labor performed and/or materials furnished for use and incorporated into any Lot or Unit with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, or on any property maintained by a Condominium Association, with the consent or at the request of such Condominium Association or its agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, against any Condominium Association not expressly consenting to or requesting the same, or against any interest in the Common Area. Each Owner and Condominium Association shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Unit of any other Owner, the Common Area, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Unit or the Condominium Association's property, as applicable. The Association may pay any sums necessary to eliminate any lien filed against Common Area not benefitting from the labor and/or materials furnished and all sums paid shall be an Individual Purpose Assessment against the Unit of the Owner for whom the labor and/or materials were furnished, or shall be the obligation of the Condominium Association for which such work and/or materials were furnished.

Section 3.7 Right to Notice. Notice of matters affecting the Property shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

Section 3.8 Indemnification. To the fullest extent permitted by law, each officer, director, committee member and volunteer of the Association shall be and hereby are indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred; except in such cases wherein such officer, director, committee member or volunteer is adjudged guilty of breaching his or her duties.

Section 3.9 Disclaimer of Liability. The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all Persons, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its Improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Authority of the Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except as otherwise provided in the Governing Documents or by Colorado law, the Board of Directors may act in all instances on behalf of the Association.

Section 4.2 Election of the Board of Directors During the Period of Declarant Control. Except as otherwise provided in this Article, during the Period of Declarant Control the Declarant may appoint all members of the Board of Directors and officers of the Association and may remove all such members of the Board of Directors and officers of the Association appointed by it. Notwithstanding, no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units That May Be Included to Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units That May Be Included to Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

Section 4.3 Termination of the Period of Declarant Control. Not later than the termination of the Period of Declarant Control, the Owners shall elect a Board of Directors (the exact number of members of the Board of Directors to be set forth in the Bylaws of the Association), at least a majority of whom must be Owners other than the Declarant or representatives of the Declarant.

ARTICLE 5. COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, and such other Assessments as imposed by the Association.

(a) Such Assessments, including but not limited to fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of any Assessment by waiver of the use or enjoyment of the Common Area or by abandonment of the Unit against which the Assessment is made.

(b) The Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to credit card convenience fees from whatever source, shall be a charge on the respective Unit generating such charges and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

(c) All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Assessments shall be assessed against all Units based on the Common Expense Liability allocated to each applicable Unit as set forth in Section 3.4 of this Declaration.

Section 5.2 Basis of Assessments. The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. Unless otherwise provided herein, Common Expenses shall be apportioned among the Units in accordance with the Common Expense Liability allocated to each Unit as set forth in Section 3.4 of this Declaration.

Section 5.3 Annual Assessment. The budget for annual Common Expense Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Common Expense Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 5.4 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time. A proposed Special Assessment will be ratified unless Owners representing more than a majority of the total votes in the Association vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the subject services or materials.

Section 5.5 Individual Purpose Assessments. The Association shall have the right to add to any Owner's Assessment as an Individual Purpose Assessment, without the need of going through the budget ratification process as provided for herein, the following:

(a) Those amounts expended by the Association for the benefit of any individual Unit or any occupant thereof, including but not limited to: improvement, repair, replacement and maintenance specific to a Unit; or improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, and/or his or her Guests as set forth in this Declaration;

(b) Any extraordinary maintenance, repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Units;

(c) Any extraordinary insurance costs incurred as a result of the actions of an Owner (or his Guests);

(d) All fines and costs assessed against an Owner pursuant to the Governing Documents; and

(e) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Unit and are reasonably determined to be allocable to a particular Unit.

Section 5.6 Application of Payments. All payments received on an account of any Owner or the Owner's Unit shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any Assessments due or to become due with respect to such Owner.

Section 5.7 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within fifteen (15) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's annual Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Owner's annual Common Expense Assessment.

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under CCIOA.

Section 5.8 Assignment of Rents. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Unit are more than thirty (30) days delinquent, the Association may collect, and the occupant or lessee shall pay to the Association, the rent for any Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Association's request. The Association shall send notice to the Owner by any reasonable means at least ten (10) days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Association's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligations as provided in the Declaration. The Association shall not exercise this power where a receiver has been appointed with respect to a Unit or Owner, nor in derogation of the exercise of any rights to rents by the holder of a first lien security interest of a Unit. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Unit in the same manner as any other Assessment under this Declaration.

Section 5.9 Lien Priority. The lien of the Association under this Article is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by CCIOA with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 5.10 Working Capital Fund. Each Person who purchases a Unit from the Declarant shall make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual Common Expense Assessment. Said contribution shall be collected and transferred to the Association at the time of closing of the sale of each Unit and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payment of Assessments as the same become due.

Section 5.11 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and prepayment of or provision for reserves shall be retained by the Association as reserves or in such other funds as the Board of Directors may direct and need not be paid to the Owners or credited to them to reduce future Assessments.

ARTICLE 6. ARCHITECTURAL REVIEW

Section 6.1 Composition of the Architectural Review Committee and Appointment. The Architectural Review Committee will consist of three (3) or more natural persons or a separate entity (such as an architectural firm) appointed by the Board of Directors; provided, however, that until all of the Units That May Be Included have been conveyed to the first Owner thereof other than the Declarant, the Declarant may appoint the Architectural Review Committee. If no Architectural Review Committee is appointed, the Board of Directors shall act as the Architectural Review Committee. The power to "appoint" the Architectural Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Architectural Review Committee; appoint members to the Architectural Review Committee on the occurrence of a vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any

time, and appoint the successor thereof. Each such appointment may be made for such term of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Board of Directors.

Section 6.2 Architectural Review Requirements; Authority of the Architectural Review Committee.

(a) No Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Lot, unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot, the Owner of the Lot, the Unit, or the board of directors of any Condominium Association formed in relation to any Condominium Lot, as applicable, must submit plans and specifications for the proposed Improvement to the Architectural Review Committee for review and consideration, and then receive approval in writing from the Architectural Review Committee, all in accordance with the Design Guidelines. Only Owners who are current in payment of Assessments are entitled to request approval from the Architectural Review Committee for any Improvement to be constructed, erected, placed, altered, planed, applied, installed, or modified upon any Lot.

(b) The Architectural Review Committee shall endeavor to exercise its reasonable judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping and structures.

(c) In its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant pay an architectural review fee and/or reimburse the Architectural Review Committee for the actual expenses incurred by the Architectural Review Committee in the review and approval process. Such amounts, if any, shall be collectible by the Association in the same manner as Assessments.

Section 6.3 Design Guidelines. The Architectural Review Committee may propose Design Guidelines or revisions or amendments thereto, which may be approved by the Board of Directors, at any time and from time to time. Without limiting the generality of the foregoing, any such Design Guidelines may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Architectural Review Committee, may state procedural requirements, or may specify acceptable Improvements that may be installed without prior approval of the Architectural Review Committee.

Section 6.4 Procedures. The Architectural Review Committee will review and approve in writing (which may be with conditions and/or requirements), or disapprove, each request for architectural approval within thirty (30) days after the complete submission to the Architectural Review Committee of the plans and specifications and other materials and information which the Architectural Review Committee may require in conjunction therewith in

accordance with the design review procedures set forth in the Design Guidelines. If the Architectural Review Committee fails to review and approve in writing (which may be with conditions and/or requirements), or disapprove, a request for architectural approval within thirty (30) days after the complete submission of the plans and specifications and other information requested with respect thereto, such request is deemed denied by the Architectural Review Committee.

Section 6.5 Vote and Appeal. If the Board of Directors is not acting as the Architectural Review Committee, an Owner (or the board of directors of any Condominium Association which has submitted plans for approval pursuant to Section 6.2(a) of this Declaration) whose plans have been disapproved or conditionally approved by the Architectural Review Committee may appeal any such decision of the Architectural Review Committee to the Board of Directors by submitting a written appeal to the Board of Directors within thirty (30) days of the date of the Architectural Review Committee's disapproval or conditional approval. The Board of Directors shall review the decision of the Architectural Review Committee pursuant to the criteria set forth in this Declaration and the Design Guidelines. Any decision of the Architectural Review Committee may be overruled and reversed on appeal by a majority of the Board of Directors by a written decision setting forth the reasons for the reversal when the Board of Directors concludes that the Architectural Review Committee's decision was inconsistent with the criteria set forth in this Declaration and/or the Design Guidelines.

Section 6.6 Commencement and Completion of Construction. All improvements approved by the Architectural Review Committee must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Architectural Review Committee, unless the Architectural Review Committee gives a written extension for commencing the work. Additionally, except with written Architectural Review Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner (or the Condominium Association performing the work, pursuant to Section 6.2(a) of this Declaration), all work approved by the Architectural Review Committee shall be completed within twelve (12) months of commencement.

Section 6.7 Inspection of Work. The Architectural Review Committee and the Board of Directors have the right to inspect any Improvement at any time, including prior to or after completion, to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

Section 6.8 Variances. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or the Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in the Design Guidelines.

Section 6.9 Waivers. The approval or consent of the Architectural Review Committee to any application for architectural approval shall not be deemed to constitute a waiver of any

right to hold or deny approval or consent by the Architectural Review Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.10 Liability. Neither the Declarant, the Association, the Board of Directors, the Architectural Review Committee, nor any agent, representative, affiliate, designee, consultant or contractor of any the same (collectively, the “**Released Parties**”) are liable or shall be liable to any Person by reason of any action, including but not limited to failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the Architectural Review Committee will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the Released Parties to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants’ intended use. The Released Parties shall not be held liable for matters related to their decisions including, but not limited to soil conditions, ground water, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not any of the Released Parties have approved or featured such contractor as a builder in the Property; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Unit. In all matters, the Released Parties shall be defended and indemnified by the Association as provided in Section 3.7 of this Declaration. The Architectural Review Committee will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner and each Condominium Association to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Released Parties shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Released Parties have no personal liability with respect to any contract or other commitment made or action taken on behalf of the Released Parties.

Section 6.11 Declarant’s Exemption. Notwithstanding anything to the contrary, the Declarant is exempt from this Article and all provisions of this Declaration that require Architectural Review Committee review and/or approval.

ARTICLE 7. MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 7.1 Association Maintenance and Service Responsibilities.

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workmanlike manner as a Common Expense the Common Area and all Improvements thereon.

(b) The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, which lies within or outside the Property. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided, however, the Association shall provide Owners and any Condominium Association, as applicable, with fifteen (15) days prior written notice of the assumption of any obligation which would normally be that of the Owners or a Condominium Association pursuant to this Declaration. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed, as well as the color and/or type of materials used.

(c) Liability of Association.

(i) The Association shall not be liable to the Owner of any Unit, or such Owner's Guests, or to any Condominium Association for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Area.

(ii) The Association shall not be liable to any Owner, or any Owner's Guests, or to any Condominium Association for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(iii) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 7.2 Owner's Maintenance Responsibility.

(a) The maintenance, repair and replacement of each Lot or Unit and the Improvements thereon shall be performed by the Owner thereof at such Owner's sole cost and expense, or by the Condominium Association governing any Condominium Lot, as may be required by the governing documents of such Condominium Association. Each Lot shall be maintained in a clean, sightly and wholesome condition.

(b) Each Owner or Condominium Association, as applicable, shall have the responsibility to:

(i) Perform such maintenance responsibility in such manner so as not to unreasonably disturb persons on other Lots or Units;

(ii) Promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and

(iii) Pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner or Condominium Association, as applicable, but which responsibility such Owner or Condominium Association fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of an Owner (or his or her Guests) or a Condominium Association, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment as an Individual Purpose Assessment, or the cost thereof to be the obligation of the Condominium Association, as applicable.

(c) Because the Attached Residential Units constructed on each Multi-Family Lot are attached via Party Walls, and the exterior materials and colors used on each Attached Residential Unit within each Multi-Family Building were designed to coordinate and complement one another, careful consideration must be given by the Owners of each Attached Residential Unit within a Multi-Family Building in relation to maintaining the overall appearance of any such Multi-Family Building. The Owners of each Attached Residential Unit within a Multi-Family Building shall coordinate the maintenance, repair and/or replacement of the exterior building surfaces, including the roof, of such attached residences in order to maintain a consistent and uniform exterior appearance. The Board of Directors may promulgate Design Guidelines as deemed necessary, advisable or appropriate to ensure that the exteriors of each Attached Residential Unit within a Multi-Family Building are maintained, repaired and/or replaced in such a uniform and consistent manner.

Section 7.3 Inspection, Repair and Replacement of Designated Owner Maintenance Components. If the Association, either through inspection or otherwise, determines that any Owner or any Condominium Association has failed or refused to discharge properly its maintenance obligations as set forth in this Declaration, then the Association may give the Owner or Condominium Association, as applicable, written notice of the Owner's or

Condominium Association's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's or the Condominium Association's cost and expense, as applicable. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

The Owner or the Condominium Association shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If an Owner or a Condominium Association has not complied with the demand given by the Association as provided in this Section, the Association may provide any such maintenance, repair, or replacement. The Owner or the Condominium Association, as applicable, shall then be responsible for any costs incurred by the Association to provide such maintenance, repair, or replacement, and the Association shall seek reimbursement of the same, which in the case of an Owner, shall be collected as an Individual Purpose Assessment in compliance with and under the terms of this Declaration.

Section 7.4 Owner's Negligence. If the Board determines that the need for maintenance or repair of any portion of the Common Area, any Lot, any Unit, or otherwise is a Common Expense and is caused through the willful or negligent act of any Owner or his Guests, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's Unit as an Individual Purpose Assessment, which shall become a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

ARTICLE 8. PARTY WALLS

Section 8.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

Section 8.2 Sharing of Repair and Maintenance. The cost of reasonable repair, replacement and maintenance of a Party Wall shall be shared by the Owners of the Attached Residential Units who make use of the Party Wall in equal proportions. If the Owner of either one of the Attached Residential Units which shares the Party Wall undertakes reasonable repair, replacement, or maintenance of the Party Wall, the other Owner shall have a personal obligation to contribute to the cost of such reasonable repair, replacement, or maintenance in equal proportions without prejudice.

Section 8.3 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the Party Wall may restore it, and if the other Owner(s) thereafter make use of the Party Wall, such Owner shall have a personal obligation to contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 8.4 Liability for Negligence. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for in this Declaration, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and damages as a result of failure to do so.

Section 8.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE 9. INSURANCE

Section 9.1 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. All insurance purchased by the Association shall be purchased from companies with ratings of "A" or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

Section 9.2 Real Property Insurance on the Common Area.

(a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Area or for which the Association has the maintenance obligation, as more fully provided herein, and the other property of the Association.

(b) All policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and their successors and assigns, which shall provide that the loss, if any, thereunder shall be payable to the Association for the use and benefit of such first mortgagee, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of Eagle County, Colorado.

(c) The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Property by the Board of Directors.

(d) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent one hundred percent (100%) of the replacement value of all Improvements in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.

(e) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

Section 9.3 Association Flood Insurance. The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 9.4 Liability Insurance. The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering the Common Area, in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of \$1,000,000.00, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Common Area. The foregoing liability insurance shall name the Association as the insured.

Section 9.5 Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees, volunteers and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity insurance shall be in an amount at least covering the Association's reserves plus two months' worth of Common Expense Assessments.

Section 9.6 Workers Compensation. The Association shall obtain and maintain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in forms now or hereafter required by law.

Section 9.7 Director and Officer Liability Insurance. The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers of the Association. Such insurance should include coverage for claims brought seeking both monetary and/or non-monetary damages.

Section 9.8 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 9.9 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available and necessary, policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days prior written notice to all of the Owners, holders of first mortgages on any of the Units who request such notification, and the Association.

(d) If requested, certificates of insurance and renewals thereof, together with proof of payments of premiums, shall be delivered to holders of first mortgages on the Units at least ten (10) days prior to expiration of the then current policies.

(e) All liability insurance shall be carried in blanket form naming the Association, the board, the manager or managing agent, if any, and the officers of the Association as insureds.

(f) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of an Owner.

(g) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 9.10 Insurance Obtained by Owners. Each Owner shall be responsible for maintaining insurance which covers his Unit and all Improvements thereon, unless such insurance is provided by a Condominium Association governing any Condominium Lot, as may be required by the governing documents of such Condominium Association. Such insurance shall include, but may not be limited to, furnishings and personal or other property in the home on or in the Unit and liability insurance for injury, death or damage in or upon the Unit. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Section 9.11 Insurance Premium. Insurance premiums for insurance carried by the Association shall be a Common Expense to be included as a part of the annual Common Expense Assessments levied by the Association.

Section 9.12 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage.

Section 9.13 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by these Persons.

Section 9.14 Adjustments by the Association. Any loss covered by an insurance policy carried by the Association shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any holder of a mortgage on any Unit. The Association shall hold any insurance proceeds in trust for the Association, Owners and such mortgagees as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Owners and mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored. If the insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment to cover the short fall (or deductible) as more fully provided in Section 9.18 of this Declaration.

Section 9.15 Duty to Repair. Any portion of the Common Area for which insurance is required to be carried by the Association under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association.

Section 9.16 Condemnation and Casualty Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be to the parties as their interests and rights are determined or allocated by record or as set forth in CCIOA.

Section 9.17 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount (or the amount of the loss if such amount is less than the deductible) for damage to Common Area unless the damage is the liability of an Owner, his Guests, or a Condominium Association, as set forth in this Declaration. The Owner or the Condominium Association, as applicable, shall then be responsible for such deductible amount, and the Association shall seek reimbursement of the deductible amount, which in the case of an Owner, shall be collected as an Individual Purpose Assessment in compliance with and under the terms of this Declaration.

Section 9.18 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the

deductible or additional cost shall be a Common Expense. Notwithstanding the budget ratification procedure set forth in this Declaration, the insurance Assessment shall be ratified unless vetoed by Members holding at least sixty-seven percent (67%) of the total votes entitled to be cast in the Association pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 9.19 Association as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to this Article upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration. Acceptance by a grantee of a deed or other instrument of conveyance conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. Furthermore, if so requested, an Owner shall execute a separate instrument specifically setting forth this appointment.

ARTICLE 10. USE RESTRICTIONS

Section 10.1 Application of the Covenants and Restrictions. All Units within the Property shall be held, used and enjoyed subject to the following limitations and restrictions. Failure to enforce any provision of this Declaration or other Governing Documents shall not operate as a waiver of any such provision or of any other provision of this Declaration or other Governing Documents.

Section 10.2 Authority. All provisions of the Governing Documents shall apply to Owners and their Guests. Owners and their successors and assigns, by acceptance of a deed to a Unit, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Units may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt or clarify definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their Guests for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments.

Section 10.3 Use/Occupancy. All Units within the Property shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time

for business, commercial or professional purposes. Notwithstanding the foregoing, Units may be used for business activities provided that the following are satisfied:

- (a) The business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;
- (b) The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- (c) The business does not result in an undue volume of traffic or parking within the Property, which determination may be made by the Board of Directors in its sole discretion from time to time;
- (d) The business conforms to all zoning requirements and is lawful in nature; and
- (e) The business conforms to any Rules and Regulations that may be imposed by the Association from time to time on a uniform basis to protect the peace, tranquility and quality of the Property.

Section 10.4 Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record, and subject to the following:

- (a) "**Leasing**" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner, provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Unit by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute leasing.
- (b) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.
- (c) Each Owner who leases his or her Unit shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.
- (d) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(e) All occupancies, leases and rental agreements of Units shall state that the failure of the tenant, lessee, renter or their Guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(f) All occupancies of Units shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within thirty (30) days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Individual Purpose Assessment and lien against the Unit.

(g) Leases shall be for or of the entire Unit.

(h) All Owners who reside at a place other than the Unit shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(i) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 10.5 Restrictions on Pets. No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Units; provided, however, that a reasonable number of dogs, cats, or other domestic animals which are bona fide household pets may be kept in or on a Unit, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Property. When on the Common Area, pets must be on a leash and under control. Feces left by pets upon the Common Area must be removed promptly by the owner of the pet or the person responsible for the pet. Additionally, the Association shall have, and is hereby given, the right and authority to: set a size or poundage limit on pets; regulate the type(s) of pets that are permitted to be kept; determine in its sole discretion that any dog(s), cat(s), or other household pet(s) are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; or determine that an Owner is otherwise in violation of the provisions of this Section. In any of the foregoing instances, the Association may take such action or actions as it deems appropriate to correct the same, including the right to require removal of the pet from the Property. The right to keep household pets shall be coupled

with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets.

Section 10.6 Antennae. "**Permitted Antennas**" are defined as (a) an antenna which is one (1) meter or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; (b) an antenna which is one (1) meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive local television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot or Unit which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt Design Guidelines regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot or Unit.

Section 10.7 Tanks. No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill, shall be erected, placed or permitted upon any Lot or Unit without the prior written approval of the Architectural Review Committee.

Section 10.8 Nuisances. No nuisance shall be permitted within the Property, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Unit or any Common Area, or any portion of the Property by residents.

Section 10.9 Vehicular Parking, Storage, and Repairs.

(a) Except for parking on the public streets, which shall be controlled and enforced by the Town of Minturn or Eagle County, as applicable, all parking within the Property and upon any Common Area shall be regulated by the Association.

(b) The following may not be parked or stored on a Lot within the Property, unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the Association or as otherwise exempted by Colorado law: oversized vehicles, commercial vehicles (as may be defined by the Board of Directors in the Rules and Regulations), trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by Rules and Regulations. Notwithstanding, the foregoing may be parked as a temporary expedience for loading, unloading, or delivery

of goods or services for a period of twenty-four (24) consecutive hours. This restriction shall not apply to vehicles temporarily located within the Property which are necessary for construction or for the maintenance of any Common Area, Lots, Units, or any improvement located thereon.

(c) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot within the Property unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable, unlicensed or abandoned vehicles on public streets, or as defined by Rules and Regulations adopted by the Association.

(d) No motor vehicle may impede the safe and efficient use of streets, driveways or alleys within the Property by residents, obstruct emergency access to and/or from the Property, or interfere with the reasonable needs of other residents to use their driveway, streets, or Guest parking within the Property.

(e) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat may be performed or conducted outside of garages in the Property. Notwithstanding, minor repairs may be performed outside of a garage on a Lot, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing, provided washing is done with a hose with a shut off valve to prevent waste of water.

(f) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(g) If any vehicle is parked on any portion of the Property in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice shall also be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(h) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another

Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(i) If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 10.10 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written approval of the Board of Directors. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Board of Directors.

Section 10.11 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Property which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Property which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Property except with the prior written approval of the Architectural Review Committee.

Section 10.12 No Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any Property within the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Property. No open fires shall be lighted or permitted on any Property within the Property except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner shall permit any condition on his Unit which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 10.13 Restrictions on Clotheslines and Storage. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board of Directors and except as otherwise permitted by Colorado law, no clotheslines drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot or Unit unless the same, in each instance, is expressly permitted in writing by the Architectural Review Committee.

Section 10.14 Restrictions on Flags, Signs and Advertising Devices. Except as provided in this Section, no flag, sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere on a Lot or a Unit except such flags or signs as may be approved in writing by the Architectural Review Committee. The display of the American flag and service member flags is permitted in accordance with CCIOA and the Design Guidelines. Signs

intended to impact the outcome of an election may be displayed in accordance with CCIOA and the Design Guidelines. One (1) professionally lettered "For Sale" or "For Rent" sign not to exceed three (3) feet by two (2) feet and one (1) professionally lettered security or alarm system sign not exceeding six (6) inches by six (6) inches may be displayed on a Unit. Owners acknowledge that certain signs may require approval from the Town of Minturn, as applicable, in accordance with the Town of Minturn Municipal Code.

Section 10.15 Outbuildings. An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, trailers, mobile homes, tents, shacks, barns, or detached garages or carports, shall be allowed on any Lot unless approved in writing by the Architectural Review Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 10.16 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road, or on any portion of the Common Area, or on any Lot, unless placed in a suitable container and suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. When not placed out for collection in accordance with any Rules and Regulations of the Association, all garbage cans, trash cans or receptacles shall be stored in an enclosed structure (such as in the garage of the residence constructed on the Lot) or in a fenced or screen area approved by the Architectural Review committee. If trash removal is a service offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

Section 10.17 Maintenance of Grade and Drainage. The grading upon each Lot shall be maintained by the Owner thereof, or by the Condominium Association governing any Condominium Lot, as applicable, at the slope and pitch fixed by the final grading thereof. No Owner or Condominium Association shall interfere in any way with the established drainage pattern over the Lot from adjoining or other real property. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading on the Lot is completed by the builder of home or the condominium buildings on the Lot, as applicable. Any Owner or Condominium Association who changes the established drainage on a Lot may void warranties applicable to affected components of the home or condominium buildings and shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes. Each Owner and Condominium Association shall hold harmless the Declarant, the Association, the Board of Directors and the Architectural Review Committee for any and all damage to any party caused by any change to the established drainage on an Owner's Lot or on a Condominium Lot, as applicable.

Section 10.18 Rules and Regulations. In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the Property or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 10.19 Use of the Words “Belden Place” and “Belden Place Owners Association, Inc.”. No resident, Owner, or Condominium Association shall use the words “Belden Place” or “Belden Place Owners Association, Inc.” or the logo of the Property or the Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 11. DISPUTE RESOLUTION PROCEDURES

Section 11.1 Definitions Applicable to this Article 11. For purposes of this Article 11 only, the following terms have the meanings set forth in this Section 11.1:

(a) “**JAG**” means the Judicial Arbiter Group or any other Person agreed to by the Claimant and the Respondent in writing for the purpose of performing the functions of the Judicial Arbiter Group under this Declaration with a minimum of ten (10) years’ experience in the subject matter of the dispute. In the event that the Judicial Arbiter Group becomes unwilling or unable to perform its functions under this Declaration, JAG shall refer to any organization in the Denver Metropolitan Area designated by the Declarant that specializes in the provision of impartial mediation and arbitration services and that has a minimum of ten (10) years’ experience in the provision of such services.

(b) “**Bound Party**” means each of the Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Article 11. Notwithstanding the foregoing, “Bound Party” does not include any of the parties identified in this subsection 11.1(b) if such parties have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim. In such circumstance, the dispute resolution mechanism set forth in such separate written agreement between such parties shall apply with respect to such Claim unless the parties mutually agree to submit such Claim to the provisions of this Article 11.

(c) “**Claimant**” means any Bound Party having a Claim.

(d) “**Claim**” means, except as exempted by the terms of this Article 11, any claim, grievance or dispute between one Bound Party and another Bound Party, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Bound Party under any of the Governing Documents; or (ii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

(e) “**Notice**” means the written notification given by a Claimant to a Respondent and which shall comply with the requirements of subsection 11.5(a) of this Declaration.

(f) “**Party**” means the Claimant and the Respondent individually;

“Parties” means the Claimant and the Respondent collectively.

(g) “**Respondent**” means any Bound Party against whom a Claimant asserts a Claim.

(h) “**Termination of Mediation**” means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or agreed to by the Parties) and upon the expiration of which the Parties have not settled the Claim.

(i) “**Termination of Negotiations**” means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

Section 11.2 Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.

(a) Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in Section 11.5 of this Declaration.

(b) By acceptance of a deed to a Unit, each Owner agrees to abide by the terms of this Article 11.

(c) Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article 11.

Section 11.3 Commencement or Pursuit of Claim Against Bound Party.

(a) A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article 11.

(b) Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 11.4 Claims. Unless specifically exempted below, all Claims between any of the Bound Parties are subject to the provisions of this Article 11. Notwithstanding the foregoing, unless all Parties otherwise agree, the following are not Claims and shall not be subject to the provisions of this Article 11:

(a) Any action or suit by the Association regarding the imposition or collection of Assessments or other charges levied by the Association pursuant to this Declaration, including actions to foreclose Assessment liens;

(b) Any action or suit by the Association or the Declarant to enforce any provisions of the Governing Documents, including obtaining a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as a court may deem necessary;

(c) Counterclaims brought by the Association in proceedings instituted against it;

(d) Any suit between or among Owners, which does not also include the Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

(e) Any suit in which any indispensable party is not a Bound Party.

Section 11.5 Mandatory Procedure.

(a) *Notice.* Prior to proceeding with any Claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely:

(i) The nature of the Claim, including all Persons involved and the Respondent's role in the Claim;

(ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) The proposed remedy; and

(iv) The fact that the Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that the Claimant will meet with the Respondent within a reasonable amount of time after such inspection to discuss in good faith ways to resolve the Claim.

(b) *Negotiation and Mediation.*

(i) The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, any Party may appoint a representative to assist the Parties in negotiation.

(ii) Upon the Termination of Negotiations, the Claimant has thirty (30) days to submit the Claim to mediation under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in subsection 11.5(a) of this Declaration.

(iii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, the Claimant waives the Claim, and the Respondent will be released and discharged from any and all liability to the Claimant on account of such Claim.

(iv) Any settlement of the Claim through mediation must be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator must issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) Each Party will bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

(vi) If the Parties agree to a resolution of any Claim through negotiation or mediation and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article 11. In such event, the Party taking action to enforce the agreement will recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

(c) *Binding Arbitration.*

(i) Upon the Termination of Mediation, if the Claimant desires to pursue the Claim, the Claimant may initiate final, binding arbitration of the Claim under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in Section 11.5(a) of this Declaration.

(ii) If the Association is the Claimant and the Claim the Association is initiating is a construction defect action, as defined in §38-33.3-303.5(1)(b), C.R.S., the Association shall follow the notice procedures and obtain the Owner approval required by §38-33.3-303.5, C.R.S., prior to initiating final, binding arbitration of such Claim.

(iii) Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, one arbitrator who has expertise in the areas of the dispute, which may include legal expertise if legal issues are involved, will arbitrate the dispute.

(iv) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of

arbitration in a court of law, the arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

Section 11.6 Award. The award of the arbitrator must be accompanied by detailed written findings of fact and conclusions of law. Except as required by applicable law or for confirmation of an award, neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties.

ARTICLE 12. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 12.1 Development Rights. The Declarant hereby reserves for itself and its successors and assigns, the following rights, herein after the “**Development Rights**”:

- (a) The right to add real estate to the Property, as more fully provided in Section 12.4 herein;
- (b) The right to create Lots, Units, or Common Area within the Property;
- (c) The right to subdivide Lots or Units, or to convert Lots or Units to Common Area; and
- (d) The right to withdraw real estate from the Property.

Section 12.2 Special Declarant Rights. In addition to the Development Rights reserved above, the Declarant further reserves those rights granted to or reserved by the Declarant as hereinafter set forth or as otherwise set forth in this Declaration or CCIOA for the benefit of the Declarant, including but not limited to the following acts (collectively, the “**Special Declarant Rights**”):

- (a) To build and complete Improvements in the Property;
- (b) To exercise any Development Right;
- (c) To maintain sales offices, models, construction offices, management offices, and signs advertising the Property and sale of Lots or Units;
- (d) To use easements through the Common Area for the purpose of making Improvements within the Property or within real property which may be added to the Property;
- (e) To grant or create easements for access, utilities, drainage, water and other purposes incidental to the development and sale of the Property located in or across Lots or Units owned by the Declarant or the Common Area, provided such easements do not

create a permanent, unreasonable interference with the rights of any Owners at the time such easement is created;

- (f) To make the Property subject to a master association;
- (g) To merge or consolidate the Property with a common interest community of the same form of ownership;
- (h) To appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control;
- (i) To convert any Lot, Unit, or other portion of the Property in the Property owned by the Declarant into Common Area; and
- (j) To perform any other right of the Declarant set forth in this Declaration.

Section 12.3 Exercise of Development Rights or Special Declarant Rights. All of the Development Rights and Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Property. The Declarant may exercise any or all of the Development Rights or Special Declarant Rights at any time and from time to time. Unless otherwise provided herein, the Development Rights and Special Declarant Rights shall terminate ten (10) years from the date of the recording of this Declaration, unless surrendered by the Declarant prior to that date by the recording of a written statement that the Declarant has surrendered any such Development Rights or Special Declarant Rights.

Section 12.4 Addition of Real Estate. The Declarant may annex to this Declaration additional property within the property described on the attached *Exhibit B*. Each such annexation shall be effected, if at all, by the recording of a document which shall provide for annexation to this Declaration of the property described in such document, shall state that the Declarant is the owner of the Unit(s) thereby created, shall assign an identifying number to each new Unit, shall describe any Common Area being annexed, shall reallocate the Allocated Interests among all Units, and may include such other provisions as the Declarant deems appropriate. All provisions of this Declaration, including but not limited to, those provisions regarding obligations to pay Assessments to the Association and any right to cast votes as Members, shall apply to annexed property immediately upon the recording of any such document. Upon recordation, any such document shall be deemed an amendment to the Declaration for purposes of CCIOA, and each Unit, Common Area or other separately described parcel of real property being annexed by such document shall be deemed included on *Exhibit A* of this Declaration. In addition to the foregoing, the Declarant may amend this Declaration at any time during the ten (10) year period noted above in order to add additional real estate to the Property from such locations as the Declarant may elect in its sole discretion, which real estate is not listed on the attached *Exhibit B*, so long as the total additional real estate so annexed to the Property pursuant to this sentence, and not described on the attached *Exhibit B*, does not exceed ten percent (10%) of the total area described in *Exhibit A* and *Exhibit B*.

Section 12.5 Subdivision or Replatting of Lots. The Declarant may subdivide or replat any Lot(s) owned by the Declarant in the Property. Without limiting the generality of the foregoing, the Declarant reserves the right to move any lots line(s) on Lots(s) owned by the Declarant for the purpose of accommodating Improvements which are constructed or are to be constructed.

Section 12.6 Rights Transferrable/Rights Transferred. Any rights created or reserved under this Article or CCIOA for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the real property records of Eagle County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of a security interest on any Lot or Unit. Any rights created or reserved under this Article or CCIOA for the benefit of the Declarant may also be transferred to the Association by an instrument describing the right transferred and recorded in the real property records of Eagle County, Colorado. Such instrument shall be executed by the transferor Declarant and the Association as transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of a security interest on any Lot or Unit.

Section 12.7 No Further Authorizations Needed. The consent of Owners or holders of security interests on the Lots or Units shall not be required for the exercise of any rights reserved by the Declarant, and the Declarant or its assigns may proceed without limitation at its sole option. The Declarant or its assignees may exercise any reserved rights on all or any portion of the Property in whatever order determined. The Declarant or its assigns shall not be obligated to exercise any reserved rights or to expand the Property beyond the number of Units initially submitted.

ARTICLE 13. MISCELLANEOUS AND GENERAL PROVISIONS

Section 13.1 Compliance and Enforcement.

(a) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines, after notice and opportunity for a hearing, which fines shall constitute a lien upon the violator's Unit;

(ii) Suspending an Owner's voting rights during any period in which the Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association;

(iii) Suspending an Owner's voting rights for a period not to exceed sixty (60) days or during any period of violation, whichever is greater, for the violation of any other provision of the Governing Documents other than the non-payment of Assessments;

(iv) Exercising self-help or taking action to abate any violation of the Governing Documents;

(v) Requiring an Owner or a Condominium Association, as applicable, at the Owner's or Condominium Association's expense, as applicable, to remove any structure or Improvement on such Owner's Unit or on any portion of a Condominium Lot, as applicable, in violation of the Governing Documents and to restore the Unit or Condominium Lot to its previous condition and, upon failure of the Owner or the Condominium Association, as applicable, to do so, the Board or its designee shall have the right to enter the Lot, remove the violation and restore the Unit or Condominium Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Individual Purpose Assessment under the terms of this Declaration, or shall be the obligation of the applicable Condominium Association;

(vi) Without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner or a Condominium Association who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Property;

(vii) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(b) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as an Individual Purpose Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(d) The decision of the Association to pursue enforcement action in any particular case shall be left to the discretion of the Board of Directors, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further

restricted in that the Board of Directors shall not be arbitrary or capricious in taking enforcement action.

Section 13.2 Covenants to Run. The covenants and restrictions contained in this Declaration shall run with and bind the Property in perpetuity. All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.

Section 13.3 Termination. Termination of the common interest community created hereby shall be in accordance with CCIOA.

Section 13.4 Attorney Fees. If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner, an Owner's Guest, or a Condominium Association fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Property, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Individual Purpose Assessment and shall constitute a lien against the Unit.

Section 13.5 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration and except for amendments that may be approved by the Declarant or the Association under the provisions of this Declaration or CCIOA, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Said approval may be obtained in any method allowed by the Governing Documents, CCIOA or other applicable law. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Eagle County, Colorado, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above. All challenges to the validity of any amendment or repeal must be made within one (1) year after the date of recording of such amendment or repeal.

Section 13.6 Amendment of Declaration by Declarant. The Declarant may amend this Declaration or the Plat to correct clerical, typographical or technical errors. The Declarant may also amend this Declaration to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

Section 13.7 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving any rights to or for the benefit of the Declarant, or its assigns, including but not limited to any amendment to Article 11 of this Declaration, shall not be effective unless the Declarant has given written consent to such amendment or repeal, which consent may be evidenced by the execution by the Declarant of any certificate of amendment or repeal.

Section 13.8 Cooperation with Other Associations or Districts. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association(s) and/or any special or metropolitan district(s) to share facilities, to share the costs and/or responsibility for any operation, maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any Person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other community association(s) and/or any special or metropolitan district(s), or to otherwise cooperate with any other community association(s) and/or any special or metropolitan district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other community association(s) and/or any special or metropolitan district(s) as the Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other community association(s) and/or any special or metropolitan district(s) to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association. In any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

Section 13.9 Registration of Mailing Address. Each Owner shall register his mailing address with the Association. Except as may otherwise be required by this Declaration, any notices or demands intended to be served upon an Owner shall be sent by first class mail, postage prepaid, addressed in the name of such Owner at such registered mailing address, or provided by other means as permitted or required by CCIOA or by other applicable law. If an Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit.

Section 13.10 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 13.11 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 13.12 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 13.13 Non-Waiver. Any forbearance or failure to enforce any provisions of the Governing Documents shall not operate as a waiver of any such provision or of any other provision of the Governing Documents or of any subsequent enforcement of such provision.

Section 13.14 Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 13.15 Severability. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 14. DISCLOSURES

Section 14.1 No Liability for Condition of the Property/Nuisances/Hazards Associated with Adjacent Lands. By purchasing a Unit, or any portion thereof, each Owner acknowledges that the Unit may be located adjacent to or in relatively close proximity to property utilized for commercial and other non-residential uses (collectively the "**Adjacent Properties**") and further the Unit may be built on land affected by amendment to the land or soil conditions (including expansive soils corrections) resulting from construction, engineering, grading, and soil preparation. Owners recognize and assume the risks of owning property adjacent to or within relatively close proximity to the Adjacent Properties and the risks of the condition of the land and soils. Such risks include, without limitation: (i) expansive soils conditions and drainage issues on or under the Property, and (ii) injury to person and property arising out of, or resulting from, the operation, maintenance and use of the Adjacent Properties, noise associated with the Adjacent Properties, noise, odors, and attractive nuisances to children (all of the above being collectively referred to as the "**Property Risks**"). The Released Parties shall have no liability for any personal injury or property damage resulting from the Property Risks. By virtue of taking title to a Unit subject to this Declaration, each Owner for himself and his heirs, personal representatives, executors, tenants, successors, assigns, invitees and licensees: (i) assumes the risk of loss, injury or damage to property or persons resulting from the Property Risks; (ii) agrees to obtain such policies of insurance as may be necessary to insure such Owner from injury or damage to property or person resulting from the Property Risks; (iii) releases and holds harmless the Released Parties and discharges the same from any liability for any personal injury or property damage resulting from the Property Risks, including, without limitation, arising from the negligence of the Released Parties, and (iv) indemnifies (including the payment of reasonable costs and attorneys' fees) the Released Parties from and against any claims,

actions, suits, demands and compensations, either at law or in equity, brought against or incurred by any of the Released Parties for or on account of any damage, loss, or injury either to person or property, or both, resulting directly or indirectly from any of the Released Parties.

Section 14.2 Land Use Documents. The Property is being developed in accordance with the land use regulations of the Town of Minturn or Eagle County, Colorado, as applicable. The Declarant, for itself, its successors and assigns, reserves the right to obtain modifications and amendments to all land use documents, subject to the approval of the Town of Minturn or Eagle County, Colorado, as applicable, Colorado. Such modifications and amendments could change the uses of the Property and adjacent and nearby land from the uses which are set forth in the land use documents. The Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the Property can or will be carried out, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that such use will continue in effect.

Section 14.3 View Impairment. Owners acknowledge that existing views, if any, of the immediate and surrounding areas and mountains may be subject to change or elimination as a result of future development of non-residential and residential uses, road construction, tree growth and landscaping. The Declarant may charge premium prices for similar houses, Lots, or Units depending on a variety of factors, which may include location, lot size, cul-de-sac frontage, solar orientation or proximity to open space. The market value of these factors may be subjective. The Association assumes no responsibility for any representation or promise made by a sales counselor, independent broker or other agent or employee of the Declarant with regard to premium prices. Neither the Declarant nor the Association guarantee or represent that any view over and across the Lots, the Units, or other Improvements, or that any open space, will be preserved without impairment, nor is there any obligation to relocate, prune, or thin trees or other landscaping. The Declarant has the right to add trees, walls, fences, berms, or other structures, signs, lighting, water features and other landscaping from time to time, without regard to any view impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 14.4 Disruption from Development and Construction. Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property, the Lots, the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Each Owner agrees that there are inconveniences which will accompany the construction of Improvements within the Property, including, without limitation, construction noise, portable toilets, construction traffic, uncompleted buildings, areas not landscaped, potholes and construction supplies stored in plain view and general inconvenience associated with construction sites and related issues. Each Owner, by taking title to any Unit, waives any claims associated with the inconveniences, nuisance and hazards associated with such construction.

Section 14.5 Separate Ownership of Surface and Subsurface Rights. Ownership of

subsurface rights, including mineral rights, oil, gas, and other hydrocarbons, underlying the Property may be separate from surface rights. The owners of such mineral rights, oil, gas and other hydrocarbons and their successors, assignees and lessees reserve the right to exercise all rights of exploration, extraction and removal of the same as allowed by applicable laws.

Section 14.6 Safety and Security. Each Owner and resident is responsible for their own personal safety and the security of their property in the Property. The Association may, but shall not be obligated to, maintain or support certain activities designed to enhance the level of safety or security in accordance with applicable law. Neither the Declarant nor the Association shall in any way be considered insurers or guarantors of safety or security within the Property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this _____
day of _____, 20____.

DECLARANT:

MINERS BASE CAMP LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20____, by _____ as
_____ of Miners Base Camp LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

[INCLUDE LEGAL DESCRIPTION OF LOTS AND/OR COMMON AREA TO BE INCLUDED
INITIALLY (OR ALL IF ALL ARE GOING TO BE INCLUDED FROM THE BEGINNING)]

EXHIBIT B

ANNEXABLE AREA

[LEGAL DESCRIPTION OF PROPERTY NOT INITIALLY SUBJECTED TO THE DECLARATION,
BUT WHICH IS INTENDED TO BE ANNEXED IN THE FUTURE]

EXHIBIT C
EASEMENTS AND LICENSES OF RECORD

BYLAWS

BYLAWS

OF

BELDEN PLACE OWNERS ASSOCIATION, INC.

BELDEN  PLACE

ARTICLE 1. INTRODUCTION AND PURPOSES

Section 1.1 Introduction. These Bylaws are adopted for the regulation, management and governance of Belden Place Owners Association, Inc. (the “**Association**”). The Association was organized as a Colorado nonprofit corporation to act as the community association under the Declaration of Covenants, Conditions and Restrictions for Belden Place (the “**Declaration**”), with the purposes more fully set forth therein and in the Articles of Incorporation of Belden Place Owners Association, Inc. (the “**Articles**”).

Section 1.2 Definitions. Capitalized terms used herein shall have the meanings set forth in the Declaration unless expressly defined herein.

ARTICLE 2. MEMBERSHIP AND VOTING

Section 2.1 Membership. Any person who holds title to a Unit in the Community shall be a “Member” of the Association. There shall be one membership for each Unit owned within the Community. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.

Section 2.2 Transfer of Membership. A transfer of membership shall occur automatically upon the transfer of title to the Unit to which the membership pertains. Transfers of membership shall be made on the books of the Association upon presentation of evidence, satisfactory to the Association, of transfer of ownership of the Unit to which the membership is appurtenant.

Section 2.3 Member Voting.

- (a) Each Member shall be allocated votes pursuant to the Declaration.
- (b) Fractional and cumulative voting are prohibited.
- (c) If the ownership of a Unit is held by more than one person, and only one of them is present at a meeting of the Association, such individual is entitled to cast the vote allocated to that Unit. If more than one of the multiple co-owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the co-owners of that Unit. Majority agreement exists if any one of the multiple co-owners of the Unit casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other co-owners of the Unit. In the event of disagreement between or among the multiple co-

owners of a Unit and an attempt by two or more of them to cast the vote allocated to the Unit, such vote or votes shall not be counted.

(d) If a Unit is owned by a corporation, the vote allocated to that Unit may be cast by any officer of that corporation in the absence of express notice from that corporation of the designation of a specific person authorized to cast such vote.

(e) If a Unit is owned by a partnership, the vote allocated to that Unit may be cast by any general partner of that partnership in the absence of express notice from the partnership of the designation of a specific person authorized to cast such vote.

(f) If a Unit is owned by a limited liability company, the vote allocated to that Unit may be cast by any member or manager of that limited liability company in the absence of express notice from the limited liability company of the designation of a specific person authorized to cast such vote.

(g) If a Unit is owned by a trust, the vote allocated to that Unit may be cast by the trustee in the absence of express notice from the trustee of the designation of a specific person authorized to cast such vote.

(h) The chair of any meeting of the Members may require reasonable evidence that a person voting on behalf of a corporation, partnership, limited liability company or trust is qualified to vote on behalf of such entity.

Section 2.4 Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of the Members at a meeting of the Members, the Board of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall be final and binding.

Section 2.5 Suspension of Voting Rights. During any period in which an Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association, such Owner's voting rights shall be deemed suspended by the Board of Directors, without notice or a hearing, until the Assessment has been paid in full to the Association. The voting rights of an Owner may also be suspended for a period not to exceed sixty (60) days or during any period of violation, whichever is greater, for the violation of any other provision of the Governing Documents other than the non-payment of Assessments.

ARTICLE 3. MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. An annual meeting of the Members shall be held during each calendar year, on such date and at such time as determined by the Board of Directors. The directors shall be elected at the annual meeting and the Members may transact such other business as may properly come before them at the annual meeting. The failure to hold an annual meeting shall not constitute a forfeiture or dissolution of the Association.

Section 3.2 Special Meetings. Special meetings of the Members may be called by the President of the Association, by a majority of the Board of Directors or by Members holding twenty percent (20%) of the votes in the Association. The form of notice, date, time and place of any special meeting shall be determined by the Board of Directors. However, if notice of a special meeting demanded by the Members as set forth above is not given by the Secretary of the Association within thirty (30) days after the date the written demand is delivered to the Association by the Members demanding the special meeting, any Member who signed the demand may set the date, time and place of the special meeting and cause notice of the special meeting to be given pursuant to the notice requirements set forth herein. No business shall be conducted at any special meeting of the Members except as indicated in the notice of such meeting.

Section 3.3 Budget Meetings. Meetings to consider proposed budgets of the Association, including any budgets for any Special Assessment to be imposed by the Association, shall be held in accordance with the following:

(a) For each fiscal year, the Board of Directors of the Association shall prepare and approve a proposed budget at least annually.

(b) Within ninety (90) days after the adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first class mail, or otherwise deliver, including posting on the Association's website, a summary of the budget to all Members and shall set a date for a meeting of the Members to consider the proposed budget.

(c) Such meeting shall occur within a reasonable time after mailing or other delivery of the summary of the budget, and notice for the meeting must be given in accordance with these Bylaws.

(d) At the meeting, whether or not a quorum is present, the proposed budget will be deemed approved by the Owners unless Owners holding a majority of all of the votes in the Association vote to reject the proposed budget.

(e) Notwithstanding anything herein to the contrary, a quorum is not required at the meeting if the meeting is held only for the purpose of considering a proposed budget. If other business is to be transacted at the meeting, the quorum requirement for Member meetings set forth herein must be met for the transaction of any other such business, but not for the consideration of the proposed budget.

Section 3.4 Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place within the State of Colorado convenient to the Members as may be designated by the Board of Directors and as specified in the notice of the meeting.

Section 3.5 Record Date. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members, or for the purpose of determining such Members for any other proper purpose, the Board of Directors may fix in advance a future date as the record date for any determination of the Members. The record date may not be more than sixty (60) days prior to the meeting of the Members or the event requiring a determination of the Members.

Section 3.6 Notice of Meetings. Written notice of any meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call such meeting by mailing a copy of the notice, postage prepaid, or by personal delivery, at least ten (10) but not more than fifty (50) days before the meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or to the address supplied by such Member to the Association for the purpose of notice. Further, in addition to providing notice via mail or personal delivery as provided herein, if electronic means are available, the Association shall provide notice of all meetings of the Members by electronic mail to those Members who so request and who furnish the Association with their electronic mail addresses. Any such e-mail notice shall be given at least twenty-four (24) hours prior to the meeting. Every notice shall specify the place, day and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration, Bylaws or Articles of Incorporation, any budget changes, and any proposal to remove a member of the Board of Directors. In the case of a special meeting, the notice must also include the purpose of the meeting.

Section 3.7 Waiver of Notice. Any Member may, at any time, waive objection to any deficiencies in the notice of any meeting in writing. Attendance at any meeting by a Member shall constitute a waiver of that Member's right to object to the notice of the meeting unless attendance is for the express purpose of objecting to the sufficiency of the notice, in which case, such objection must be raised before the business of which proper notice was not given is put to a vote.

Section 3.8 Quorum of Members. Unless otherwise provided in the Articles, the Declaration or these Bylaws, the presence at any meeting, either in person or by proxy, of Members entitled to cast at least twenty-five percent (25%) of the total votes in the Association shall constitute a quorum at any meeting of the Members. Members present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of Members so as to leave less than a quorum. If the required quorum is not present, the Members who are present, either in person or by proxy, shall have the power to adjourn the meeting from time to time to a later date, subject to the notice and other requirements of these Bylaws, until such time as a quorum shall be present. If adjourned, the quorum requirement for the newly convened meeting shall be one-half of the quorum requirement of the previously called meeting.

Section 3.9 Proxies for Member Meetings. A Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or designee of the Association. If a Unit is owned by more than one person, each co-owner may vote or register protest to the casting of votes by the other co-owners of the Unit through a duly executed proxy. A Member may revoke a proxy by giving written notice of revocation to the person presiding over the meeting or by attending the meeting in person and giving the person presiding actual notice of revocation of the proxy. A proxy is void if it is not dated. A proxy terminates eleven (11) months after the date of the proxy, unless otherwise provided on the proxy form. A proxy automatically terminates upon the sale of the Unit for which the proxy was issued.

Section 3.10 Vote Required at Members Meetings. At any meeting of the Members at which a quorum is present, the affirmative vote of the Members entitled to cast a majority of the votes present and voting, either in person or by proxy, are necessary to adopt the matter, unless a different percentage is required by law or by the Articles, the Declaration, or these Bylaws, in which case the different requirement controls. In an election of directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes are elected to the Board of Directors. Cumulative voting shall not be permitted.

Section 3.11 Voting Procedures. Votes for contested positions on the Board of Directors shall be taken by secret ballot. Additionally, secret ballots shall be used upon the request of twenty percent (20%) of the Members who are present at the meeting or represented by proxy. Secret ballots shall be counted by a neutral third party or by a committee of volunteers who are selected or appointed at the meeting, in a fair manner, by the chair of the Board of Directors or another person presiding during that portion of the meeting. The volunteers shall not be members of the Board of Directors and, in the case of a contested election for a position on the Board of Directors, shall not be candidates. The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of

Members participating in such vote.. All other voting may be by voice, by show of hands, by consent, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by a majority of the Members present at the meeting.

Section 3.12 Action by Written Ballot. Any action that may be taken at any meeting of the Members may be taken without a meeting in accordance with this Section. In conducting any vote via action by written ballot as provided herein, the Secretary shall mail or deliver to all Members at each Member's address as is appears in the records of the Association given for notice purposes the following:

- (a) A written ballot which shall state each proposed action to be voted upon and which shall provide an opportunity to vote for or against each proposed action;
- (b) A notice or statement which shall:
 - (i) Indicate the number of ballots which must be returned to meet the quorum requirements as if the vote were being taken at a meeting of the Members;
 - (ii) State the percentage of approvals necessary to approve each proposed action, other than the election of directors; and
 - (iii) State the date and time by which the ballot must be received by the Association in order to be counted; and
- (c) Written information sufficient to permit each Member casting a ballot to reach an informed decision on each proposed action.

Approval by written ballot pursuant to this Section shall be valid only when votes cast by ballot equal or exceed the quorum required to be present in person or by proxy at a meeting authorizing such action, and the number of approvals equals or exceeds the number of votes that would have been required to approve the matter at a meeting of the Members at which the total number of votes cast was the same as the number of votes by ballot. After delivery to the Association, a written ballot cast pursuant to this Section cannot be revoked.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number. The affairs of the Association shall be governed by a Board of Directors which shall consist of not less than three (3) and not more than five (5) members, elected or appointed as provided below. The exact number of directors shall be determined, and

may be changed, by a duly adopted written resolution of the Board of Directors; provided, however, staggered terms of directors shall be preserved. Notwithstanding anything herein, the Board of Directors may only eliminate a director's position at the end of the director's term unless the position is vacant. In the case where, through removal or resignation, the total number of directors is less than three (3), the Board will be considered properly constituted until such vacancies are filled.

Section 4.2 Qualifications.

(a) Except for directors appointed by the Declarant in accordance with the Declaration, only one Owner per Unit, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected or appointed to fill a vacancy on the Board of Directors.

(b) If a Unit is owned by a corporation, any officer of that corporation shall be eligible to serve as a director and shall be deemed to be a Member for purposes of these Bylaws.

(c) If a Unit is owned by a partnership, any general partner of that partnership shall be eligible to serve as a director and shall be a Member for purposes of these Bylaws.

(d) If a Unit is owned by a limited liability company, any member or manager of that limited liability company shall be eligible to serve as a director and shall be a Member for purposes of these Bylaws.

(e) If a Unit is owned by a trust, the trustee of that trust shall be eligible to serve as a director and shall be a Member for purposes of these Bylaws.

(f) Any Member who is more than sixty (60) days delinquent in the payment of Assessments shall not be qualified to serve on the Board of Directors.

(g) Any director who has unexcused absences from three (3) consecutive Board meetings shall not be qualified to serve on the Board of Directors. An absence will be excused if the absent director notifies the President (or the Vice President in the event of an absence of the President) of the planned absence and the reason for the absence at least three (3) days before the meeting, or as reasonably close to the meeting as possible in the event of an emergency, and a majority of the remaining directors approve the absence as being for a valid purpose.

(h) Any Member who is in violation of any provision of the Governing Documents other than non-payment of Assessments for more than thirty (30) days shall not be qualified to serve on the Board of Directors.

(i) Any Member who maintains an adversarial proceeding of any type against the Association shall not be qualified to serve on the Board of Directors for the duration of the proceeding.

(j) If a director is not qualified to serve on the Board of Directors, the director's position shall be deemed vacant.

Section 4.3 Term of Office of Directors. The term of office of the directors shall be three (3) years or until a successor is elected. The terms of directors shall be staggered.

Section 4.4 Election and Appointment of Directors. Notwithstanding any other provision contained herein:

(a) During the Period of Declarant Control, as defined in the Declaration, the Declarant may appoint members of the Board of Directors and may remove any such members of the Board of Directors appointed by it. Notwithstanding, no later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Units That May be Included to Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units That May be Included to Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

(b) No later than the termination of the Period of Declarant Control, the Owners shall elect a Board of Directors of at least three (3) directors, at least a majority of whom must be Members other than the Declarant or representatives of the Declarant. Thereafter, all directors shall be elected by the Owners or appointed as otherwise provided herein.

Section 4.5 Resignation of Directors. Any director may resign at any time by giving written notice to the President, to the Secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

Section 4.6 Removal of Directors. One or more directors or the entire Board of Directors, except any directors appointed by the Declarant, may be removed, with or without cause, at a meeting of Members called pursuant to these Bylaws, by a vote of at least sixty-seven percent (67%) of the Members present and entitled to vote at a meeting at which a quorum is present. Notice of a meeting of the Members to remove directors shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the directors sought to be removed, as provided in these Bylaws. Directors sought to be removed shall have the right to be present at this meeting and shall be given the opportunity to speak to the Members prior to a vote to remove being taken. In the event of removal of one or more directors, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his or her predecessor.

Section 4.7 Vacancies. Vacancies on the Board of Directors caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining directors at any time after the occurrence of the vacancy, even though the directors present at that meeting may constitute less than a quorum. Each person so appointed shall be a director who shall serve for the remainder of the unexpired term.

Section 4.8 Compensation. No director shall receive compensation for any service the director may render as a director to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of Association duties.

ARTICLE 5. MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, place and hour as may be fixed by the Board of Directors. The Board of Directors may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute such scheduled regular meetings.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 5.3 Notice of Board Meetings. Notice of any special meeting of the Board of Directors shall be given by, or at the direction of, the Secretary, by written notice delivered personally or sent by mail, email or facsimile to each director at his or her address as shown on the records of the Association, by telephone, or as otherwise permitted by law. If a notice for a special meeting demanded pursuant to Section 5.2 of these Bylaws is not given by the Secretary within thirty (30) days after the date the written demand or demands are delivered to the Board of Directors, the directors signing the demand or demands may set the time and place of the

meeting and give notice, pursuant to the above terms of this Section. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5.4 Location of Meetings and Open Meetings.

(a) All meetings of the Board of Directors shall be open to attendance by Members, as provided by applicable Colorado law.

(b) All meetings of the Board of Directors shall be held in the Community, by conference call, by electronic means or in the greater Minturn or Eagle County area, unless all directors consent in writing to another location.

(c) The Board of Directors shall make agendas for Board meetings reasonably available for examination by Members in advance of the meeting. If there is no formal agenda, Members are nonetheless entitled to a general description of the purpose of the meeting and the subject matter that will be discussed.

(d) The Board of Directors shall inform Members, at least annually, of the method by which meeting agendas and other information required by subsection 5.4(c) above will be provided, including the physical location of places where agendas and meeting notices may be posted or the web address where on-line postings may be made.

(e) The Board of Directors may hold an executive or closed door session and may restrict attendance to directors and such other persons requested by the Board of Directors during a regular or specially announced meeting or a part thereof. Matters for discussion at an executive session are limited to:

(i) Matters pertaining to employees of the Association or the managing agent's contract, or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;

(ii) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between the Association and its legal counsel;

(iii) Investigative proceedings concerning possible or actual criminal misconduct;

(iv) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(v) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and

(vi) Review of or discussion relating to any written or oral communication from legal counsel.

(f) Rules and Regulations may be adopted only in open meetings of the Board of Directors, and shall not be adopted in closed or executive sessions of the Board of Directors.

Section 5.5 Waiver of Notice. Any director may waive notice of any meeting in writing, signed by the director. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice, except when the director attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened. If all the directors are present at any meeting, no notice shall be required, and any business may be transacted at the meeting.

Section 5.6 Quorum. At all meetings of the Board of Directors a majority of the directors in office shall constitute a quorum for the transaction of business. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 5.7 Proxies for Board Meetings. For the purposes of determining a quorum with respect to a particular matter and for the purposes of casting a vote for or against that matter, a director may execute, in writing, a proxy to be held by another director. The proxy shall specify a yes, no, or abstain vote on each particular matter for which the proxy was executed. Proxies which do not specify a yes, no, or abstain vote shall not be counted for the purpose of having a quorum present nor as a vote on the particular issue before the Board.

Section 5.8 Consent to Corporate Action.

(a) The Board of Directors shall have the right to take any action, except the adopting of a rule or regulation, in the absence of a meeting, which it could otherwise have taken at a meeting if notice is transmitted in writing (which may be via e-mail) to each director and each director, by the time stated in the notice:

- (i) Votes in writing for such action; or
 - (ii) Votes in writing against such action, abstains in writing from voting, or fails to respond, and fails to demand that the action not be taken without a meeting.
- (b) The notice required by subsection 5.8(a) above shall state:
 - (i) The action to be taken;
 - (ii) The time by which the directors must respond;
 - (iii) That failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice and failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and
 - (iv) Any other matters the Association determines to include.
- (c) Action is taken and valid under this Section only if, at the end of the time stated in the notice transmitted pursuant to subsection 5.8(a) above:
 - (i) The affirmative votes in writing for such action received by the Association and not revoked pursuant to subsection 5.8(e) below equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the directors then in office were present and voted; and
 - (ii) The Association has not received a written demand by a director that such action not be taken without a meeting other than a demand that has been revoked pursuant to subsection 5.8(e) below.
- (d) A director's right to demand that action not be taken without a meeting shall be deemed to have been waived unless the Association receives such demand from the director in writing by the time stated in the notice transmitted pursuant to subsection 5.8(a) above and such demand has not been revoked pursuant to subsection 5.8(e) below.
- (e) Any director who in writing has voted, abstained or demanded action not be taken without a meeting pursuant to this section may revoke such vote, abstention, or

demand in writing received by the Association by the time stated in the notice transmitted pursuant to subsection 5.8(a) above.

(f) Action taken pursuant to this Section has the same effect as action taken at a meeting of the Board of Directors.

(g) All writings made pursuant to this section shall be filed with the minutes of the meetings of the Board of Directors.

Section 5.9 Telephone or Electronic Communication in Lieu of Attendance. A director may attend a meeting of the Board of Directors by using an electronic or telephonic communication method whereby the director may be heard by the other directors and may hear the deliberations of the other directors on any matter properly brought before the Board of Directors. A director participating in a meeting by this means is deemed to be present in person at the meeting, and the director's vote shall be counted as if that director were present in person.

Section 5.10 Unit Owner Participation. Owners or their designated representatives must be allowed to speak before the Board of Directors votes on any issue under discussion. The Board of Directors shall allow a reasonable number of persons to speak on each side of the issue, but the Board of Directors may place reasonable restrictions on the time allowed for each Owner to speak. Owners may also be allowed to speak at such other times as the Board, in its sole discretion, deems appropriate.

ARTICLE 6. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Governing Documents, the Colorado Common Interest Ownership Act (“CCIOA”), or the Colorado Revised Nonprofit Corporation Act (the “**Nonprofit Act**”). The Board of Directors shall have, subject to the limitations contained in the Declaration, the Act, and the Nonprofit Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Community as a first class residential community, including the following powers and duties:

(a) Exercise any other powers conferred by the Governing Documents and/or Colorado law;

(b) Adopt and amend Rules and Regulations, including responsible governance policies, procedures and rules and regulations, and including penalties for infraction thereof;

- (c) Adopt and amend budgets (subject to any requirements of the Declaration and these Bylaws) for revenues, expenditures, and reserves;
- (d) Keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;
- (e) Collect Assessments as provided by the Governing Documents;
- (f) Employ a managing agent, independent contractors or employees as it deems necessary, and prescribe their duties;
- (g) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on its behalf, including seeking injunctive relief for violations of the Governing Documents;
- (h) Provide Association disclosures required by, and pursuant to, Colorado law;
- (i) Make contracts, administer financial accounts and incur liabilities in the name of the Association;
- (j) Regulate the use, maintenance, repair, replacement, and modification of the Common Area;
- (k) Cause additional improvements to be made as part of the Common Area;
- (l) Acquire, hold, encumber and convey, in the Association's name and in the ordinary course of business, any right, title or interest to real estate, pursuant to the consent requirements set forth in the Governing Documents, if any;
- (m) Grant easements, leases, licenses, and concessions through or over the Common Area, pursuant to the consent requirements set forth in the Governing Documents, if any;
- (n) Borrow funds and secure loans with an interest in future Assessments in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary

and give security therefore, subject to the requirements set forth in the Governing Documents, if any;

(o) Provide for the indemnification of the Association's directors and any person serving without compensation at the request of the Association, and maintain Association professional liability insurance;

(p) Supervise all persons acting on behalf of and/or at the direction of the Association;

(q) Procure and maintain liability and hazard insurance as set forth in the Governing Documents;

(r) Cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate; and

(s) Exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents, CCIOA or the Nonprofit Act.

Section 6.2 Managing Agents. The Board of Directors may employ managing agents or other designated employees or representatives for the Association, at a compensation established by the Board of Directors, to perform duties and services authorized by the Board of Directors. The Board of Directors shall have the authority to delegate any of the powers and duties set forth in this Article to a managing agent or other designated employee or representative. Regardless of any delegation, the members of the Board of Directors shall not be relieved of responsibilities under the Governing Documents or Colorado law. In the event that the Board of Directors delegates its powers related to collection, deposit, transfer, or disbursement of Association funds to a managing agent or other Persons, the managing agent or such other Persons shall maintain fidelity insurance coverage or a bond in such amount as the Board of Directors may require. Such managing agent or other Persons shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by such managing agent or other Persons and shall maintain all reserve accounts of each association so managed separate from operational accounts of the Association.

Section 6.3 No Waiver. The omission or failure of the Association or an Owner to enforce the covenants, conditions, easements, uses, limitations, obligations, or other provisions of the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors or the managing agent shall have the right to enforce the same at any time.

ARTICLE 7. OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Offices. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall all be required to be directors, and such other officers as the Board of Directors may from time to time create by resolution. Any two offices, except the offices of President and Secretary, may be held by the same person.

Section 7.2 Election of Officers. During the Period of Declarant Control, the Declarant may appoint and remove the officers of the Association. Thereafter, the officers shall be elected by the Board of Directors for one year terms at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Special Appointments. The Board of Directors may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such qualifications and authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 7.4 Resignation and Removal. Except for officers appointed by the Declarant, any officer may be removed from office with or without cause by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 7.5 Vacancies. During the Period of Declarant Control, a vacancy in any office appointed by the Declarant may be filled by the Declarant. Thereafter, a vacancy in any office may be filled by appointment by majority vote of the Board of Directors. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.6 Duties. The duties of the officers are as follows:

(a) *President.* The President shall have all of the general powers and duties which are incident to the office of President of a Colorado nonprofit corporation. Specifically, the President shall have the power to preside at all meetings of the Board of Directors and of the Members; see that orders and resolutions of the Board are carried out; sign contracts, leases and other written instruments, including executing and recording amendments to the Declaration on behalf of the Association; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.

(b) *Vice President.* The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform other duties imposed by the Board of Directors or by the President.

(c) *Secretary.* The Secretary shall maintain the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep a record of votes taken; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; cause the Association records to be kept and maintained; and perform such other duties incident to the office of Secretary or as required by the Board of Directors.

(d) *Treasurer.* The treasurer shall be responsible for the receipt, deposit and disbursement of the Association funds and securities and for maintenance of full and accurate financial records; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership, and deliver a copy of each to the Members. The treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board of Directors.

Section 7.7 Delegation. The duties of any officer may be delegated; provided, however, the officer shall not be relieved of any responsibility under this Article or under Colorado law.

ARTICLE 8. COMMITTEES

Section 8.1 Designated Committees. The Association may appoint such committees and committee members as deemed appropriate in carrying out its purposes. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board of Directors. The Board of Directors shall also have the power to remove any and all committee members with or without cause and to terminate any such committee.

Section 8.2 Open Committee Meetings. All committee meetings shall be open to attendance by Members, as provided by applicable law.

ARTICLE 9. BOOKS AND RECORDS

Section 9.1 Association Records. The Association or its managing agent, if any, shall keep the records of the Association in accordance with Colorado law.

Section 9.2 Minutes and Presumptions Under the Minutes. Minutes or any similar record of the meetings of Members or of the Board of Directors, when signed by the Secretary or acting Secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 9.3 Examination. The books, records and papers of the Association shall at all times, during normal business hours, be subject to inspection and copying by any Member, at his or her expense, to the extent provided by Colorado law. The Association may charge reasonable costs for copying of the records.

ARTICLE 10. AMENDMENTS

Section 10.1 Bylaw Amendments.

(a) These Bylaws may be amended by:

(i) The affirmative vote of a majority of the members of the Board of Directors at a duly constituted meeting; provided, however, no amendment shall be made to the quorum requirement set forth in these Bylaws, and no amendment to the qualifications, powers and duties or terms of directors may be made without the affirmative vote of a majority of the Members present, in person or by proxy, at a regular or special meeting of the Members at which a quorum, as set forth in these Bylaws, is present; or

(ii) The affirmative vote of Members holding a majority of a quorum of the votes in the Association voting in person or by proxy at a regular or special meeting of the Association called for such purpose, provided that notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting is being conducted for the purpose of amendment.

(b) Notwithstanding anything to the contrary set forth in these Bylaws, these Bylaws may be amended by the Board of Directors, without Member approval, to comply with any statutory or judicial requirements.

ARTICLE 11. INDEMNIFICATION

Section 11.1 Obligation to Indemnify.

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; by reason of the fact that the person is or was a director, officer or committee member of the Association; provided the person is or was serving at the request of the Association in such capacity; and provided that the person:

(i) Acted in good faith, and;

(ii) In a manner that the person reasonably believed to be in the best interests of the Association, and;

(iii) With respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(b) Notwithstanding anything in subsection 11.1(a) above, unless a court of competent jurisdiction determines that, in view of all circumstances of the case, the person is fairly and reasonably entitled to expenses, no indemnification shall be made:

(i) In connection with a proceeding by or in the right of the Association where the person has been adjudged to be liable to the Association; or

(ii) In connection with any other proceeding charging that the person received an improper personal benefit, whether or not involving action in an official capacity, the person has been adjudged liable on the basis the person received an improper personal benefit.

(c) To the extent that the person has been wholly successful on the merits in defense of any action, suit or proceeding as described above, the person shall be indemnified against actual and reasonable expenses (including expert witness fees, attorney fees and costs) incurred in connection with the action, suit or proceeding.

Section 11.2 Determination Required.

(a) The Board of Directors shall determine whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of those members of the Board of Directors who were not parties to the action suit or proceeding.

(b) If a quorum cannot be obtained as contemplated above or if a quorum has been obtained and the Board of Directors so directs, a determination may be made, at the discretion of the Board of Directors, by:

(i) Independent legal counsel selected by a majority of the full Board of Directors; or

(ii) By the Members, but Members who are also at the same time seeking indemnification may not vote on the determination.

Section 11.3 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with:

(a) A written affirmation of that person's good faith belief that he or she has met the standard of conduct described above and;

(b) A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

Section 11.4 No Limitation of Rights. The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to CCIOA and the Nonprofit Act, as those statutes may be amended from time to time.

Section 11.5 Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, the manager, committee members, or anyone acting at the direction of the Board of Directors, covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the

direction of the Board of Directors, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article.

ARTICLE 12. MISCELLANEOUS

Section 12.1 Fiscal Year. The Board of Directors has the right to establish and, from time to time, change the fiscal year of the Association.

Section 12.2 Notices. All notices to the Association or the Board of Directors shall be delivered to the office of the managing agent, or, if there is no managing agent, to the office of the Association, or to such other address as the Board of Directors may designate by written notice to all Owners. Except as otherwise provided, all notices to any Owner shall be mailed to the Owner's address as it appears in the records of the Association. All notices shall be deemed to have been given when mailed or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

Section 12.3 Conflicts. In the case of any conflicts between the Declaration and these Bylaws or the Articles of Incorporation, the terms of the Declaration shall control. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the terms of the Articles of Incorporation shall control.

Section 12.4 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

CERTIFICATION OF ADOPTION

I, _____, as Secretary of Belden Place Owners Association, Inc., certify that these Bylaws of Belden Place Owners Association, Inc. were duly adopted by the Board of Directors of Belden Place Owners Association, Inc. on _____, 20____.

By: _____

Name: _____

Title: Secretary

ARTICLES OF INCORP.

**ARTICLES OF INCORPORATION
OF
BELDEN PLACE OWNERS ASSOCIATION, INC.**

The undersigned, in compliance with the requirements of the Colorado Revised Nonprofit Corporation Act, hereby signs, acknowledges and delivers these Articles of Incorporation to the Secretary of State of Colorado for the purpose of forming a nonprofit corporation.

ARTICLE 1. NAME

The name of the corporation is Belden Place Owners Association, Inc. (the “Association”).

ARTICLE 2. DEFINITIONS

The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Belden Place shall apply to all capitalized terms herein, unless otherwise defined herein.

ARTICLE 3. PRINCIPAL OFFICE

The principal office of the Association is [INSERT PRINCIPAL OFFICE ADDRESS]. The principal office of the Association may be changed from time to time by action of the Board of Directors of the Association.

ARTICLE 4. REGISTERED AGENT

The registered agent of the Association is [INSERT NAME OF THE REGISTERED AGENT], at the registered address of [INSERT REGISTERED AGENT ADDRESS]. The registered agent and office of the Association may change from time to time by action of the Board of Directors of the Association.

ARTICLE 5. PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall be a nonprofit corporation, without shares of stock. The purposes for which the Association is formed are as follows:

(a) To operate and manage the common interest community known as “Belden Place” in accordance with the Declaration, the Bylaws, and any rules and regulations promulgated by the Association, for the purpose of enhancing and preserving the value of the property within the Belden Place community;

(b) To perform all acts and services and to exercise all powers and duties for the Association in accordance with the terms of the Colorado Common Interest Ownership Act (the “CCIOA”), the Colorado Revised Nonprofit Corporation Act (the “**Nonprofit Act**”) and the Declaration.

(c) To act for and on behalf of the Members of the Association in all matters deemed necessary and proper for the protection, maintenance and improvement of the property in the Community; and

(d) To do any and all permitted acts suitable or incidental to any of the foregoing purposes to the fullest extent permitted by law, and to do any and all acts that, in the opinion of the Board of Directors of the Association, will promote the common benefit of the occupants, residents and Owners of the Community, and which may be necessary or desirable to promote the health, safety and welfare of the occupants, residents and Owners of the Community.

ARTICLE 6. MEMBERSHIP

The Association shall have voting Members. Any Person who holds title to a Unit in the Community shall be a “Member” of the Association. There shall be one membership for each Unit owned within the Community. Membership shall be appurtenant to and may not be separated from ownership of any Unit. A transfer of membership shall occur automatically upon the transfer of title to the Unit to which the membership pertains. The authorized number and qualifications of Members of the Association, the voting rights and other rights, privileges and obligations of Members shall be as set forth in the Declaration and/or Bylaws of the Association.

ARTICLE 7. BOARD OF DIRECTORS

(a) The affairs of the Association shall be managed by a Board of Directors of three (3) to five (5) directors, as more fully set forth in the Bylaws.

ARTICLE 8. LIMITATION OF LIABILITY

There shall be no personal liability, either direct or indirect, of any director or officer of the Association to the Association or its Members for monetary damages for any breach of fiduciary duty as a director or officer; except that this provision shall not eliminate the liability of a director or officer to the Association or its Members for monetary damages for any breach, act, omission or transaction as to which the Nonprofit Act expressly prohibits the elimination of liability.

ARTICLE 9. DURATION

The duration of the Association shall be perpetual.

ARTICLE 10. DISSOLUTION

In the event of the dissolution of the Association as a nonprofit corporation, either voluntarily or involuntarily by the Members, by operation of law, or otherwise, the assets of the Association shall be distributed in accordance with the Nonprofit Act.

ARTICLE 11. AMENDMENT

These Articles of Incorporation may be amended by the affirmative vote of Members holding a majority of a quorum of the votes in the Association voting in person or by proxy at a regular or special meeting of the Association called for such purpose; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

ARTICLE 12. INCORPORATOR

The name and address of the incorporator is as follows: Trisha K. Harris, White Bear Ankele Tanaka & Waldron, P.C., 2154 E. Commons Avenue, Suite 2000, Centennial, CO 80122.

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation on this ____ day of _____, 20____.

Trisha K. Harris

The name and mailing address of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused is: Trisha K. Harris, White Bear Ankele Tanaka & Waldron, P.C., 2154 E. Commons Avenue, Suite 2000, Centennial, CO 80122.

CONSENT OF REGISTERED AGENT

The undersigned hereby consents to the appointment as registered agent for Belden Place Owners Association, Inc.

[FILL IN ENTITY NAME, IF ENTITY IS REGISTERED AGENT]

[FILL IN NAME], Authorized Agent [IF ENTITY]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me by _____ on this _____ day
of _____, 20__.

Witness my hand and official seal.

Notary Public

My commission expires: _____

TAXES

**Bills for account R041913**Statutory Due Dates

1ST HALF Due Date: March 2

2ND HALF Due Date: June 15

FULL YEAR Due Date: April 30

Property Information:

000030 VISTA BARRANCO

MINTURN AREA 0

Subdivision: DURAN SUBDIVISION Lot: 3 BK-0657

PG-0156 MAP 12-14-94 R720014 QCD 01-05-00

Parcel: 210335106003

Owner Information:

FLAHERTY, JEAN L. & GORDON P.

PO BOX 876

MINTURN, CO 816450876

Not what you're looking for?[← Try another search](#)[\\$ View payment history](#)[% Interest Calculator](#)**Outstanding Bills:**

Year	Status	Taxes	Fees	Paid	Interest Due	Total Due	Pay?
2019	Paid	\$5,952.24	\$0.00	\$5,952.24	\$0.00	\$0.00	

Where are my 2019 taxes going? ([Show](#))[← Try another search](#)[\\$ View payment history](#)

**Bills for account R041912**Statutory Due Dates

1ST HALF Due Date: March 2

2ND HALF Due Date: June 15

FULL YEAR Due Date: April 30

Property Information:

000046 VISTA BARRANCO

MINTURN AREA 0

Subdivision: DURAN SUBDIVISION Lot: 2 BK-0657

PG-0156 MAP 12-14-94

Parcel: 210335106002

Owner Information:

DURAN, MANUEL & DIANA ALICE

PO BOX 92

MINTURN, CO 816450092

Not what you're looking for?[← Try another search](#)[\\$ View payment history](#)[% Interest Calculator](#)**Outstanding Bills:**

Year	Status	Taxes	Fees	Paid	Interest Due	Total Due	Pay?
2019	Paid	\$1,904.08	\$0.00	\$1,904.08	\$0.00	\$0.00	

Where are my 2019 taxes going? ([Show](#))[← Try another search](#)[\\$ View payment history](#)

**Bills for account R041911****Statutory Due Dates**

1ST HALF Due Date: March 2

2ND HALF Due Date: June 15

FULL YEAR Due Date: April 30

Property Information:

000078 VISTA BARRANCO

MINTURN AREA 0

Subdivision: DURAN SUBDIVISION Lot: 1 BK-0657

PG-0156 MAP 12-14-94

Parcel: 210335106001

Owner Information:

DURAN, MANUEL & DIANA ALICE

PO BOX 92

MINTURN, CO 816450092

Not what you're looking for?[← Try another search](#)[\\$ View payment history](#)[% Interest Calculator](#)**Outstanding Bills:**

Year	Status	Taxes	Fees	Paid	Interest Due	Total Due	Pay?
2019	Paid	\$2,574.96	\$0.00	\$2,574.96	\$0.00	\$0.00	

Where are my 2019 taxes going? ([Show](#))[← Try another search](#)[\\$ View payment history](#)



Bills for account R004730

Statutory Due Dates

1ST HALF Due Date: March 2

2ND HALF Due Date: June 15

FULL YEAR Due Date: April 30

Property Information:

001207 MAIN

MINTURN AREA 0

Subdivision: SOUTH MINTURN ADDITION Lot: 29 BK-

0189 PG-0409 QCD 06-15-67 BK-0267 PG-0397 MAP

03-01-78 BK-0325 PG-0248 WD 06-09-81

Parcel: 210335101038

Owner Information:

MINERS BASE CAMP LLC

1000 ENTERPRISE DR

ALLEN PARK, MI 481013029

Not what you're looking for?

[← Try another search](#)[\\$ View payment history](#)[% Interest Calculator](#)

Outstanding Bills:

Year	Status	Taxes	Fees	Paid	Interest Due	Total Due	Pay?
2019	Paid	\$2,445.64	\$0.00	\$2,445.64	\$0.00	\$0.00	
Where are my 2019 taxes going? (Show)							
2019	TRC Adjusted	\$2,615.68	\$0.00	\$0.00	\$0.00	\$0.00	<input type="checkbox"/> Full payment--\$0.00
Where are my 2019 taxes going? (Show)							

Please verify you have selected the tax years you wish to pay.

[← Try another search](#)[\\$ View payment history](#)[Continue](#)

**Bills for account R004570****Statutory Due Dates**

1ST HALF Due Date: March 2

2ND HALF Due Date: June 15

FULL YEAR Due Date: April 30

Property Information:

MAIN

MINTURN AREA 0

Subdivision: SOUTH MINTURN ADDITION Lot: 31 PT
OF, ALSO DESCRIBED BY METES/BOUNDS -PCLIN SEC
35 TWP 5 RNG 81 BK-0165 PG-0097 WD 11-12-59
BK-0189 PG-0095 QCD 02-28-66 BK-0253 PG-0263
DQT 03-11-77 BK-0267 PG-0397 MAP 03-01-78
R841110 QCD 07-14-03 R893565 QCD 10-06-04
R895766 QCD 10-20-04 R200704483 QCD 02-15-07
Parcel: 210335101040

Owner Information:

MINERS BASE CAMP LLC

1000 ENTERPRISE DR
ALLEN PARK, MI 481013029

Not what you're looking for?[← Try another search](#)[\\$ View payment history](#)[% Interest Calculator](#)**Outstanding Bills:**

Year	Status	Taxes	Fees	Paid	Interest Due	Total Due	Pay?
2019	Paid	\$3,644.52	\$0.00	\$3,644.52	\$0.00	\$0.00	

Where are my 2019 taxes going? ([Show](#))

[← Try another search](#)[\\$ View payment history](#)

**Bills for account R005920****Statutory Due Dates**

1ST HALF Due Date: March 2

2ND HALF Due Date: June 15

FULL YEAR Due Date: April 30

Property Information:

001251 MAIN

MINTURN AREA 0

Subdivision: SOUTH MINTURN ADDITION Lot: 31

AND:- Lot: 32 PT OF, ALSO DESCRIBED BY

METES/BOUNDS -PCLIN SEC 35 TWP 5 RNG 81 BK-

0267 PG-0397 MAP 03-01-78 R200704483 QCD 02-

15-07

Parcel: 210335101041

Owner Information:

MINERS BASE CAMP LLC

1000 ENTERPRISE DR

ALLEN PARK, MI 481013029

Not what you're looking for?[← Try another search](#)[\\$ View payment history](#)[% Interest Calculator](#)**Outstanding Bills:**

Year	Status	Taxes	Fees	Paid	Interest Due	Total Due	Pay?
2019	Paid	\$2,272.00	\$0.00	\$2,272.00	\$0.00	\$0.00	

Where are my 2019 taxes going? ([Show](#))[← Try another search](#)[\\$ View payment history](#)

WILL SERVE LETTERS



**EAGLE COUNTY
PARAMEDIC SERVICES**

OFFICE 970.926.5270
FAX 970.926.5235

1055 Edwards Village Blvd P.O. Box 990 Edwards, CO
81632

EAGLE COUNTY HEALTH SERVICE DISTRICT

www.eaglecountyparamedics.com

May 26, 2020

**Jena Skinner
JS Designs**

**Scot Hunn
Hunn Planning and Town of Minturn**

Via Email

Dear Jena and Scot,

I have reviewed the Belden Place application at 1201, 1222 and 1251 Main St in Minturn. Based on the information I have seen, the increase in density from approximately 12 to 15 units would not change Eagle County Paramedic Services (ECPS) ambulance response to the Town of Minturn.

ECPS generally responds to Minturn from our station at Post Blvd. in Avon. There are typically one to two ambulance crews stationed here. We will be able to continue service to Minturn from this location and with our current staffing levels.

Please let me know if I can provide any additional information to you regarding this matter.

Sincerely,

**Jim Bradford BS NREMT-P
Operations Manager
Eagle County Paramedic Services
PO Box 990 / 1055 Edwards Village Blvd
Edwards CO 81632
Cell 970-343-4494
Office 970-926-5270 x2342
Fax 970-926-5235**



May 18, 2020

Jena Skinner, AICP
JS Designs Graphical Services
Minturn, CO 81645
(970)331-9791
jsdesigns@outlook.com

Subject: "Will Serve" Letter for fire department service to Miners Base Camp/Belden Place

Dear Jena Skinner,

In response to your request, this letter will serve as confirmation that Eagle River Fire Protection District has sufficient resources to serve the proposed Miners Base Camp/Belden Place project at 1207 Main Street, Minturn, CO 81645

Eagle River Fire Protection District currently responds from 5 fire stations located in the district and has mutual aid response from Vail Fire and Rescue. Miners Base Camp/Belden Place is a residential development consisting of Single family, duplex and multi-family units.

If the Miners Base Camp/Belden Place design changes, this letter is void and a new "Will Serve" letter must be issued. This letter is not transferable.

If you have questions, please call the Fire Marshal at (970)736-5064.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick Woodworth".

Mick Woodworth, FM
Fire Marshal, Eagle River Fire Protection District



Eagle River Fire Protection District

Occupancy: **BELDEN PLACE PUD (MASTER)**

Occupancy ID: **210335101038**

Address: **1207 MAIN ST
MINTURN CO 81645**

Inspection Type: **Plan Review**

Inspection Date: **3/2/2021**

By: Woodworth, Mick (0019)

Time In: **11:17**

Time Out: **11:20**

Authorized Date: **03/02/2021**

By: Woodworth, Mick (0019)

Form: Plan Review

Inspection 1.4

Inspection Description:

**** PLAN REVIEW LETTER - PLEASE READ THE FOLLOWING CAREFULLY ****

The submitted plans have been REVIEWED by Eagle River Fire Protection District and the comments identified below. The issuance of a permit for this project is based on the plans submitted and compliance with the applicable codes. Conditions found, or other data collected or submitted, shall not prevent the fire official from requiring correction of errors found during fire / life safety inspections.

Inspection Topics:

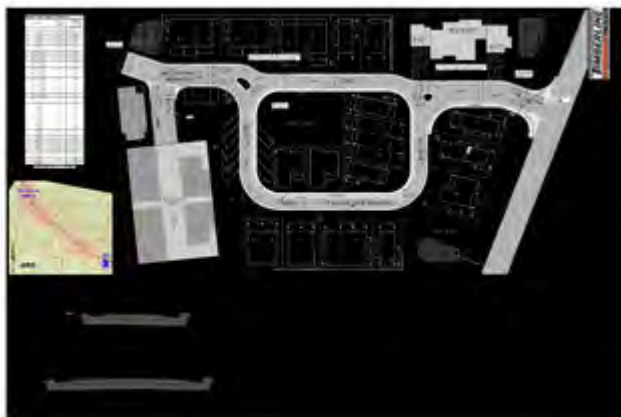
PLAN REVIEW COMMENTS:

THE FOLLOWING ITEMS WERE NOTED DURING THE FIRE DEPARTMENT PLAN REVIEW:

ITEMS noted and any corrections required.

Status: COMPLETE

Notes: Review of site plan for hydrant locations and distances to structures. The submitted site plan dated 3/2/2021 meets the minimum requirements for fire suppression.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 3 minutes

Total Time: 3 minutes

Summary:

Overall Result: Complete

Inspector Notes:

Inspector:

Name: Woodworth, Mick
Rank: Fire Marshal
Work Phone(s): 970-736-5064
Email(s): mwoodworth@eagleriverfire.org
Woodworth, Mick:



Signed on: 03/02/2021 11:20

Signature

Date



November 5, 2020

Michelle Metteer
Town of Minturn
309 Boulder St. #309
Minturn, CO 81645

Transmitted via E-mail: manager@minturn.org

Subject: Belden Place PUD and Minturn Crossing PUD Ability to Serve

Dear Michelle,

The Eagle River Water and Sanitation District has recently received two requests for Ability to Serve letters for wastewater service to the Belden Place and Minturn Crossing Planned Unit Developments (collectively the "Projects"). This letter serves District's commitment of Wastewater Capacity to serve the proposed Projects, and is intended to be an **Ability to Serve Letter** as defined in § 29-20-304 (3), C.R.S. subject to conditions regarding the completion of capital improvements that are planned for the District's Dowd Junction Lift Station #4 as further discussed in this letter.

We understand that the Belden Place PUD is proposing the redevelopment of six contiguous lots in south Minturn with nine single family homes, six duplex units, six triplex units, five townhomes, and fifteen multifamily units for a total of 41 single family equivalents (SFEs). The legal description of the properties to be included in the Belden Place PUD are Lots 29, 31, and part of Lot 32 of the South Minturn Addition Subdivision and Lots 1, 2, and 3 of the Duran Subdivision.

We also understand that the Minturn Crossing PUD is proposing the development of an approximately 18.95-acre portion Eagle County Parcel No. 210326200017. The PUD will allow for 68 single-family residential lots, 24 duplex lots, 24 multifamily units, and 44 accessory dwelling units for a total of 162 SFEs.

The subject properties of the Projects are included within the service area of the District for wastewater service. Wastewater generated by the Projects will be conveyed to the Avon Wastewater Treatment Plant for liquid stream treatment and the Edwards Wastewater Treatment Plant for solids treatment via the District's collection system including the Minturn Interceptor, Dowd Junction Lift Station #4, and collection system trunk lines to each facility. The Avon Wastewater Treatment Plant (liquid stream) and Edwards Wastewater Treatment Plant (solids) have sufficient capacity to treat the anticipated wastewater generated by the Projects.

District Staff updated our collection systems hydraulic model to evaluate whether we have sufficient capacity to convey the wastewater generated by the Projects to the Avon Wastewater Treatment Plant. The District currently serves approximately 750 SFEs in the Town of Minturn. Our modeling indicates that Dowd Lift Station #4 does not currently have enough capacity to convey wastewater flows generated by the Projects. The existing lift station experiences surcharging once 85 new SFEs are added to the system, which indicates that the lift station would be at risk of sewage overflows.

As you know, the District is planning to replace Dowd Junction Lift Station #4 to bring the facility up to current Colorado Department of Health and Environment (CDPHE) standards and to add capacity for

growth anticipated in the Town of Minturn. The lift station project is at the 90% design phase and has been submitted to CDPHE for permit. We plan to put the lift station project out for bid this winter and anticipate that construction will be completed by the end of the third quarter in 2022. Once the new lift station is operational, we will have sufficient collection system capacity to serve the buildout of the Projects.

Due to our current capacity limitations at Dowd Lift Station #4, we request that the Town limit the issuance of building permits to no more than 85 net new SFEs until the new lift station is operational, effective immediately. We hope that this should be sufficient to allow these developments and other redevelopments in Minturn to progress over the next two years while we replace this critical piece of infrastructure that serves the Town.

Service to the Projects requiring the extension of mainline infrastructure is subject to the District's Infrastructure Acceptance Process outlined in Article IX of the District's Rules and Regulations. Following the construction of wastewater infrastructure by the Developer for each Project and subsequent dedication of the infrastructure to the District, individual customers may connect to the wastewater collection system for service subject to the payment of all applicable impact fees.

Please let me know if you have questions or need any additional information.

Sincerely,



Jason Cowles
Director of Engineering and Water Resources

Cc: Scot Hunn
Gregory Sparhawk
Alison Perry
Jim Collins
Linn Brooks



WILL SERVE LETTER

September 23, 2019

Vail Land Company
Alison Perry
PO Box 4691
Eagle, CO 81631

Re: 1251 Main Street, Minturn

Dear Alison Perry,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 1251 Main Street, Minturn.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Public Service's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received***
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction***

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at [Site Requirements. https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf](https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf) Easement requirements can be found at [Utility Design and Layout](#).

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

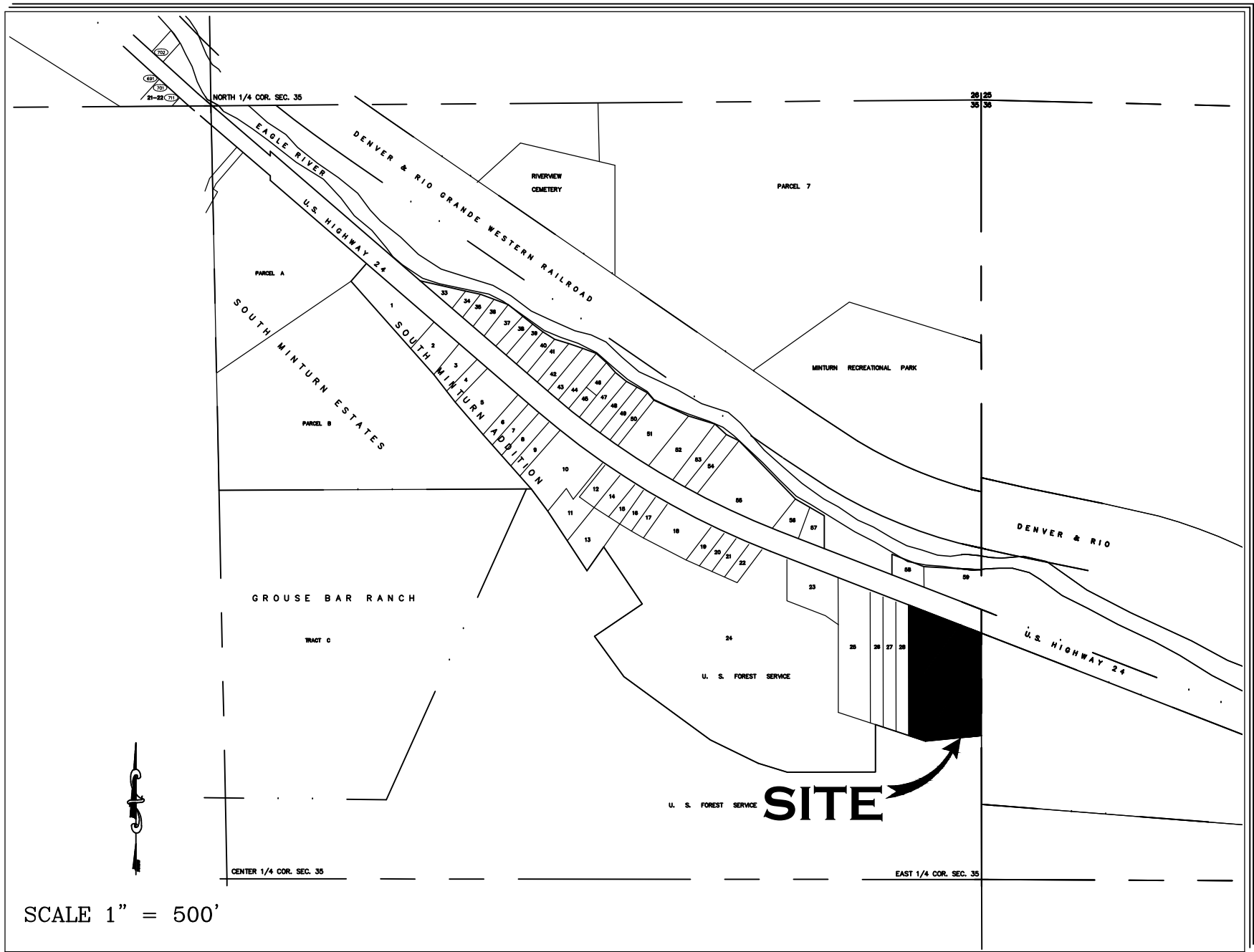
Britt Mace
Xcel Energy Designer
brittany.mace@xcelenergy.com

Mailing address: Public Service Company of Colorado
PO Box 1819
Silverthorne, CO 80498

SURVEYING

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 1 OF 5



PORTION OF SECTION 35,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

MINTURN TOWN CERTIFICATE

THIS PLAT IS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO THIS _____ DAY OF ____ A.D. 20____, FOR FILING WITH THE CLERK AND RECORDER OF THE COUNTY OF EAGLE, COLORADO, AND FOR CONVEYANCE OR DEDICATION TO THE TOWN OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF MINTURN FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS OF SAID LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC, EXCEPT AS SPECIFICALLY AGREED TO BY THE TOWN COUNCIL OF THE TOWN OF MINTURN.

WITNESS MY HAND AND THE SEAL OF THE TOWN OF MINTURN
TOWN COUNCIL OF THE TOWN OF MINTURN

BY: _____ ATTEST: _____

MAYOR TOWN CLERK
TOWN OF MINTURN, COLORADO TOWN OF MINTURN, COLORADO

TITLE CERTIFICATE

DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH IS VESTED IN
FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT _____

DATED THIS _____ DAY OF _____, A.D., 2021.

AGENT: _____

USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	2,098 S.F.	0018 SILVER LOOP
2	DUPLEX LOT	2,341 S.F.	0020 SILVER LOOP
3	DUPLEX LOT	1,496 S.F.	0022 SILVER LOOP
4	SINGLE FAMILY	2,603 S.F.	0024 SILVER LOOP
5	DUPLEX LOT	1,459 S.F.	0026 SILVER LOOP
6	DUPLEX LOT	1,628 S.F.	0028 SILVER LOOP
7	MULTI-FAMILY	27,894 S.F.	0036 SILVER LOOP
8	DUPLEX LOT	2,049 S.F.	0029 BELDEN WAY
9	DUPLEX LOT	1,404 S.F.	0027 BELDEN WAY
10	DUPLEX LOT	2,092 S.F.	0025 BELDEN WAY
11	DUPLEX LOT	1,668 S.F.	0023 BELDEN WAY
12	TRI-PLEX LOT	1,235 S.F.	0021 BELDEN WAY
13	TRI-PLEX LOT	1,040 S.F.	0019 BELDEN WAY
14	TRI-PLEX LOT	1,366 S.F.	0017 BELDEN WAY
15	SINGLE FAMILY	2,146 S.F.	0015 BELDEN WAY
16	SINGLE FAMILY	2,212 S.F.	0013 BELDEN WAY
17	SINGLE FAMILY	12,033 S.F.	0011 BELDEN WAY
18	SINGLE FAMILY	3,283 S.F.	0010 SILVER LOOP
19	SINGLE FAMILY	3,018 S.F.	0012 SILVER LOOP
20	SINGLE FAMILY	3,116 S.F.	0014 SILVER LOOP
21	MULTI-FAMILY	2,530 S.F.	0009 SILVER LOOP
22	MULTI-FAMILY	1,251 S.F.	0011 SILVER LOOP
23	MULTI-FAMILY	1,251 S.F.	0013 SILVER LOOP
24	MULTI-FAMILY	1,251 S.F.	0015 SILVER LOOP
25	MULTI-FAMILY	2,428 S.F.	0017 SILVER LOOP
26	SINGLE FAMILY	2,014 S.F.	0023 SILVER LOOP
27	SINGLE FAMILY	2,012 S.F.	0025 SILVER LOOP
OS1	OPEN SPACE	4,712 S.F.	0016 SILVER LOOP
OS2	OPEN SPACE	7,294 S.F.	0037 SILVER LOOP
OS3	OPEN SPACE	1,956 S.F.	0031 BELDEN WAY
TOTAL		102,880 S.F.	2.362 ACRES

CERTIFICATE OF TAXES PAID

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____, 2020 UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS _____ OF _____, A.D., 20____

TREASURER OF EAGLE COUNTY

SURVEYOR'S CERTIFICATE

I, MATTHEW S. SLAGLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF BELDEN PLACE P.U.D., AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON. THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND /OR UNDER MY SUPERVISION AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND RIGHTS-OF-WAY OF SAID PLAT AS THE SAME ARE MONUMENTED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATION GOVERNING THE SUBDIVISION OF LAND. THAT SUCH PLAT IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THAT SUCH PLAT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

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CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY BEING SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN THE TOWN OF MINTURN, EAGLE COUNTY, COLORADO DESCRIBED AS FOLLOWS: LOTS 29, 31 AND 32, SOUTH MINTURN ADDITION, ACCORDING TO THE ANNEXATION PLAT THEREOF RECORDED MARCH 1, 1978 AS RECEPTION No. 163447 AND LOTS 1 THRU 3 DURAN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS RECEPTION No. 553188, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE COUNTY, COLORADO. CONTAINING 102,880 SQ. FT. OR 2.362 ACRES MORE OR LESS, HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF: BELDEN PLACE P.U.D., A SUBDIVISION IN THE TOWN OF MINTURN, COUNTY OF EAGLE; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DO HEREBY DEDICATE AND SET ASIDE ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DO HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DO HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

OWNER: _____ ADDRESS: _____

BY: _____
TITLE: _____

STATE OF _____)
COUNTY OF _____)SS

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____, BY _____ AS _____ OF _____

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____, ON THIS _____ OF _____, A.D. 20____

CLERK AND RECORDER
BY: _____
DEPUTY

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- 1) THE PURPOSE OF THIS FINAL PLAT IS TO (I) CREATE VARIOUS LOTS WITH BUILDING SETBACKS, OPEN SPACE PARCELS AND RIGHTS-OF-WAY, PURSUANT TO TOWN OF MINTURN LAND USE REGULATIONS AND COLORADO REVISED STATUTES CONCERNING THE SUBDIVISION OF LAND, (II) CREATE EASEMENTS FOR THE PURPOSES DESCRIBED HEREON, (III) AS SHOWN HEREON, VACATE THE LOT LINES THAT DEFINED LOTS 29 THROUGH 32 INCLUDES LOT 30, WHICH NO LONGER EXISTS BUT IS DESCRIBED IN DURAN SUBDIVISION LOTS, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE ANNEXATION PLAT THEREOF AS FILED MARCH 1, 1979 AS RECEPTION NO. 163447 ALONG WITH LOTS 1 THRU 3, DURAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS RECEPTION NO. 553188, (III) AND TO VACATE CERTAIN EASEMENTS, ALL AS SHOWN HEREON.
- 2) BASIS OF BEARING: S 00°02'00" E UPON THE EAST LINE OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6TH P.M. BETWEEN USGLO SURVEY MONUMENTS MARKING THE NORTHEAST AND EAST CORNERS OF SAID SECTION. THIS BEARING BASED ON ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECEPTION NO. 163447.
- 3) SURVEY DATE: FEBRUARY, 2020.
- 4) LEGAL DESCRIPTION, EASEMENTS AND LOCATION OF BOUNDARY LINES ARE BASED ON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ORDER NUMBER NO. V50057120 DATED JUNE 15, 2020 AND ORDER NO. OX50057329.2769218 DATED SEPTEMBER 1, 2020 PROVIDED BY LAND TITLE GUARANTEE COMPANY, THE STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 207537C2 DATED MARCH 29, 2019, ALONG WITH PLATS AND SURVEY MONUMENTATION REFERENCED HEREON.
- 5) THESE PLATTED LANDS ARE SUBJECT TO:
 - I) THE BELDEN PLACE PUD GUIDE RECORDED AS RECEPTION NO. _____.
 - II) THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELDEN PLACE RECORDED AS RECEPTION NO. _____.
 - III) THE INTERIOR LOT LINES PLATTED HEREIN BETWEEN DUPLEX, TRI-PLEX, AND MULTI-FAMILY LOTS ARE CREATED AS PARTY WALL SEPARATIONS AND NOT SUBJECT TO SIDE BUILDING SETBACKS.
- 7) LOTS 2,3,8,9,10,11 (DUPLEX LOTS), LOTS 12,13,14 (TRI-PLEX LOTS), AND LOTS 21,22,23,24,25,(MULTI-FAMILY LOTS) EACH CONTAIN ONE (1) RESIDENTIAL UNIT AND MAY NOT BE SUBDIVIDED FURTHER.

PERTAINING TO CREATED EASEMENTS:

- I) MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY, HEREBY FOR THEMSELVES, THEIR SUCCESSORS AND/OR ASSIGNS RESERVE A 10' DRAINAGE EASEMENT CREATED HEREON THE CENTERLINE OF WHICH RUNS UPON THE LOT LINE COMMON WITH LOTS ONE AND TWO, AS SHOWN HEREON, CREATED FOR STORM DRAINAGE, DRAINAGE OF WATER FLOWING FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.
- II) THE OWNER HEREBY DEDICATES TO THE TOWN OF MINTURN THE FOLLOWING NON-EXCLUSIVE EASEMENTS:
 - A) WATER LINE EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, AND THROUGH THOSE PORTIONS OF THIS FINAL PLAT DESIGNATED AS "WATER EASEMENT" FOR THE PURPOSE OF USING, INSTALLING, CONSTRUCTING, IMPROVING, REPAIRING AND REPLACING FACILITIES OF ANY KIND OR NATURE FOR THE TRANSMISSION OF DOMESTIC WATER AND/OR IRRIGATION WATER INCLUDING BUT NOT LIMITED TO TAPS AND WATER LINES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.
 - B) SEWER EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "SEWER EASEMENT" TO, AS SHOWN, FOR THE PURPOSES OF DISPOSAL AND TRANSMISSION OF DOMESTIC SEWAGE AND STORM WATER, THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SANITARY SEWER STRUCTURES INCLUDING BUT NOT LIMITED TO MANHOLES, PIPES AND ALL RELATED STRUCTURES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.
 - C) THE OWNER HEREBY RESERVES FROM THEMSELVES THEIR SUCCESSORS AND / OR ASSIGNS A UTILITY AND DRAINAGE EASEMENT AS SHOWN ON SHEET 5 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "UTILITY AND DRAINAGE EASEMENT" FOR THE PURPOSE OF I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WATER LINES AND HYDRANTS, SANITARY SEWER LINES AND MANHOLES, TELEPHONE LINES, CABLE TELEVISION LINES, GAS LINES, ELECTRICAL LINES, FIBER OPTIC LINES, OTHER COMMUNICATION LINES AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO.
- III) THE OWNER HEREBY RESERVES FOR THEMSELVES THEIR SUCCESSORS AND/ OR ASSIGNS A NON-EXCLUSIVE BLANKET EASEMENT ON, OVER, UNDER, AND THROUGH ALL ROADS, LOTS AND PARCELS OF THIS FINAL PLAT EXCEPTING THEREFROM ALL BUILDING SITE AREAS AND FOOTPRINTS AND MORE SPECIFICALLY AS AS CONSTRUCTED ON SITE, FOR THE PURPOSE OF: I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WATER LINES AND HYDRANTS, SANITARY SEWER LINES AND MANHOLES, TELEPHONE LINES, CABLE TELEVISION LINES, GAS LINES, ELECTRICAL LINES, FIBER OPTIC LINES, OTHER COMMUNICATION LINES AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO FOR SUCH MAINTENANCE, III) SNOW STORAGE, IV) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SOIL RETAINAGE FEATURES, TO INCLUDE BUT NOT LIMITED TO RETAINING WALLS WITH RIGHT OF INGRESS AND EGRESS THERETO FOR SUCH MAINTENANCE.

SLAGLE SURVEY SERVICES

800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

FINAL PLAT
BELDEN PLACE, P.U.D.

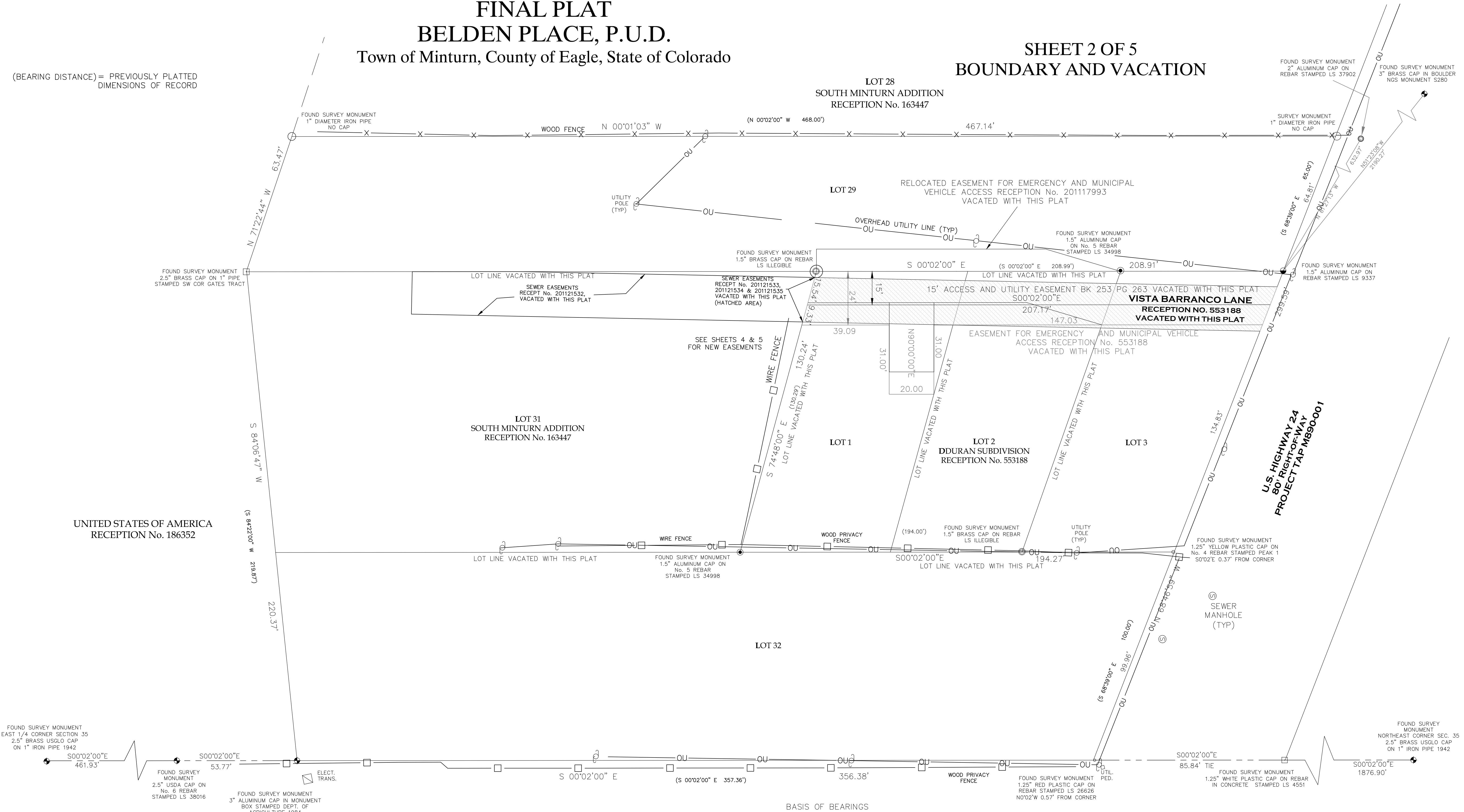
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_FP2.dwg
SHEET 1 OF 5		DATE: 01-18-2021

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5
BOUNDARY AND VACATION

(BEARING DISTANCE) = PREVIOUSLY PLATTED
DIMENSIONS OF RECORD



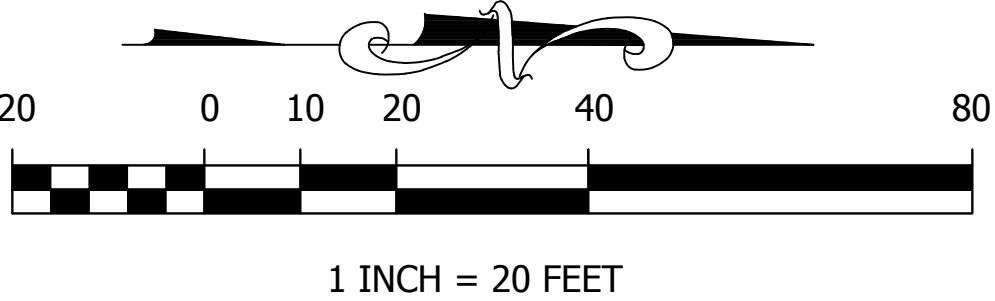
FOUND SURVEY MONUMENT
EAST 1/4 CORNER SECTION 35
2.5\" BRASS USGLO CAP
ON 1\" IRON PIPE 1942

FOUND SURVEY
MONUMENT
2.5\" USDA CAP ON
No. 6 REBAR
STAMPED LS 38016

FOUND SURVEY MONUMENT
3\" ALUMINUM CAP IN MONUMENT
BOX STAMPED DEPT. OF
AGRICULTURE 1984
LS 7235

ELECT.
TRANS.

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MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



UNITED STATES OF AMERICA
RECEPTION No.246983

BASIS OF BEARINGS

PRELIMINARY

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State of Colorado

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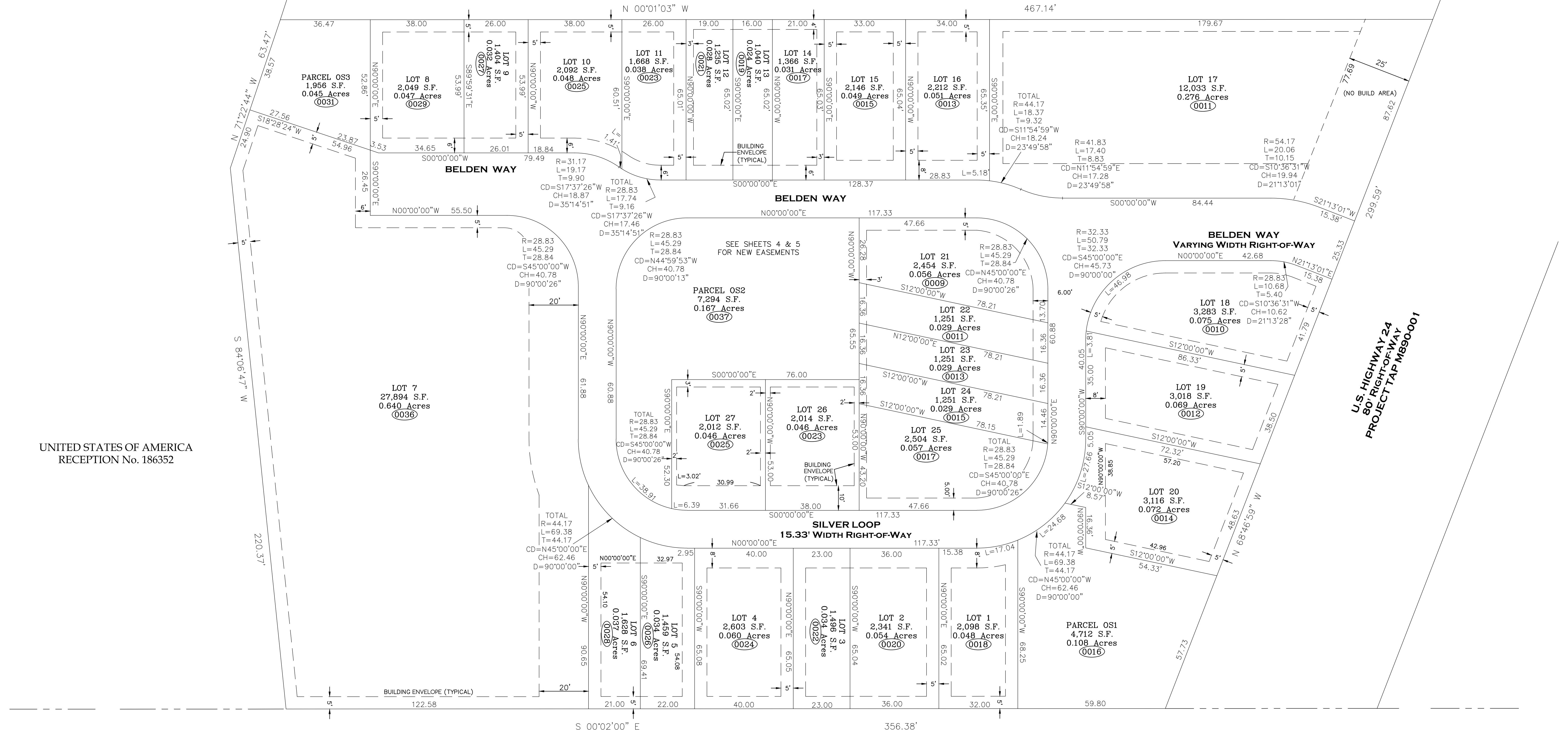
FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	MSS	JOB NUMBER:	18029	DRAWING NAME:	18029_FP2.dwg
SHEET	2	OF	5	DATE:	04-09-2021

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

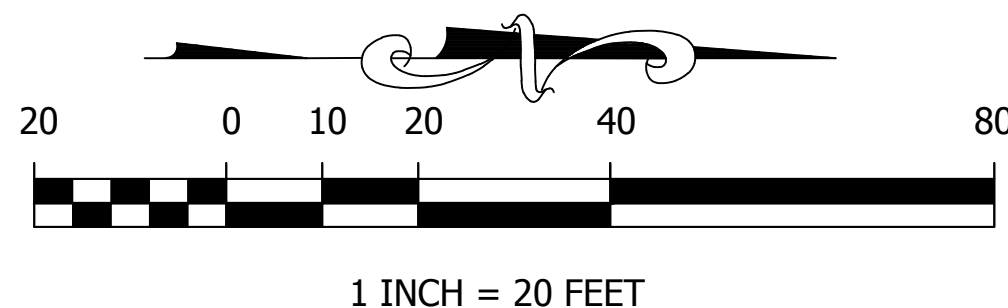
SHEET 3 OF 5
SUBDIVISION

LOT 28
SOUTH MINTURN ADDITION
RECEPTION No. 163447



UNITED STATES OF AMERICA
RECEPTION No. 186352

UNITED STATES OF AMERICA
RECEPTION No. 246983



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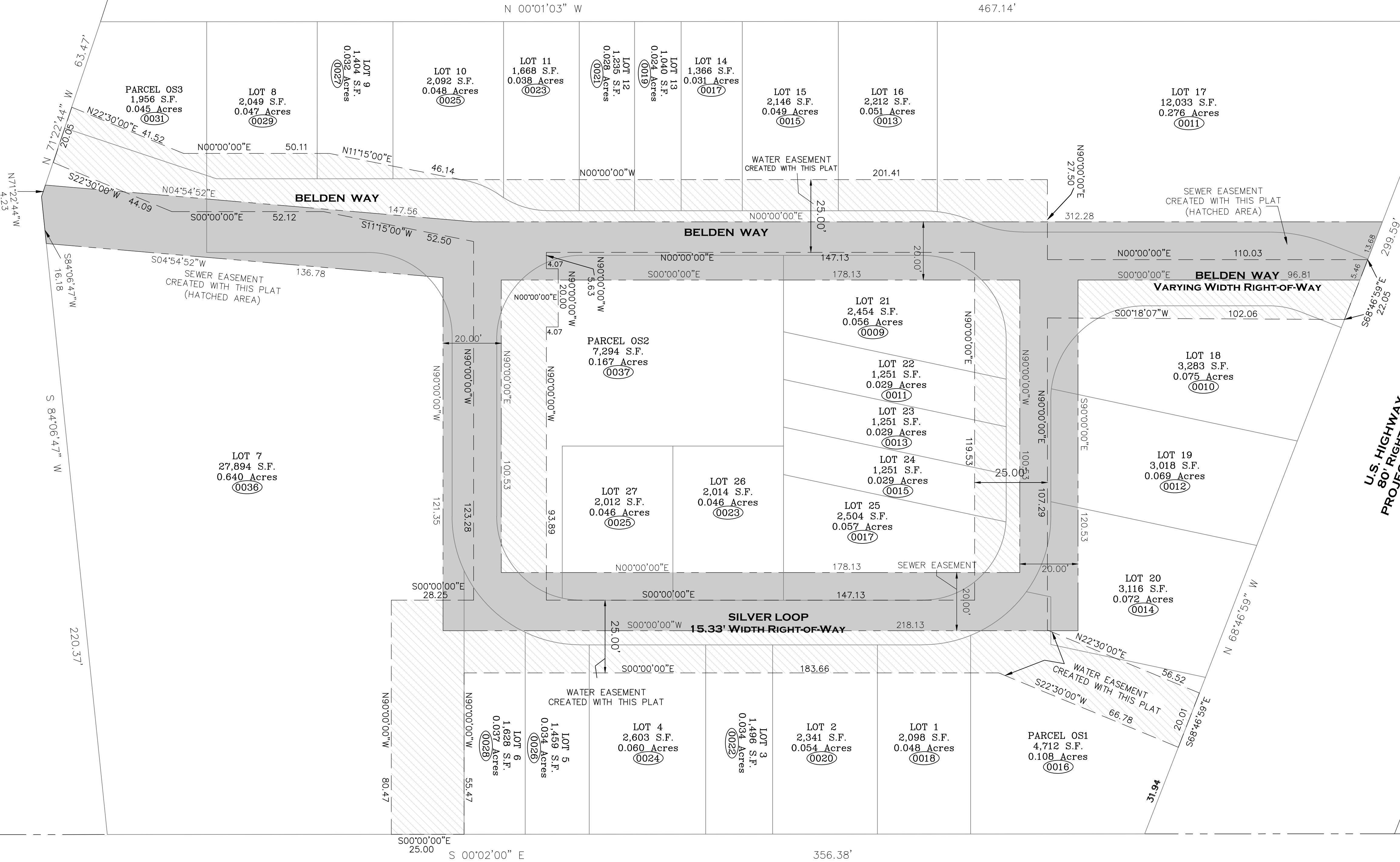
**FINAL PLAT
BELDEN PLACE, P.U.D.**
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_FP2.dwg
SHEET 3 OF 5	DATE: 04-09-2021	

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5
WATER & SEWER
EASEMENTS

LOT 28
SOUTH MINTURN ADDITION
RECEPTION No. 163447



U.S. HIGHWAY 24
80' RIGHT-OF-WAY
PROJECT TAP M890001

UNITED STATES OF AMERICA
RECEPTION No. 186352

UNITED STATES OF AMERICA
RECEPTION No. 246983

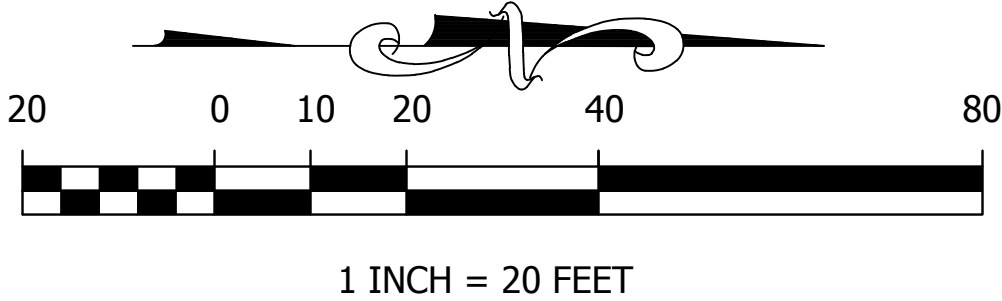
PRELIMINARY

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FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado		
DRAWN BY:	MSS	JOB NUMBER: 18029
SHEET 4	OF 5	DRAWING NAME: 18029_FP2.dwg
		DATE: 04-09-2021

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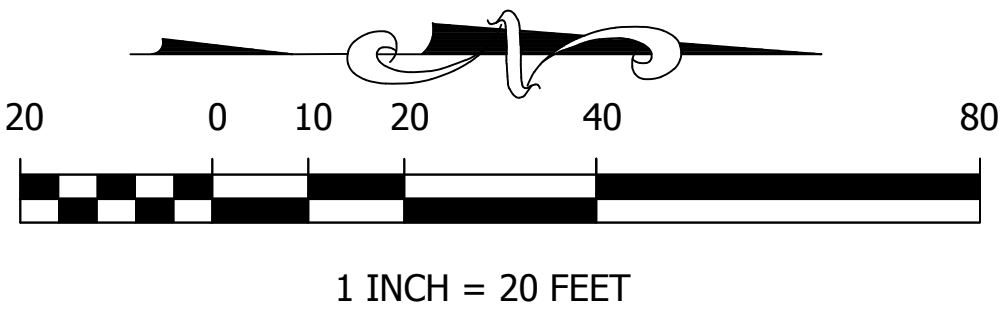
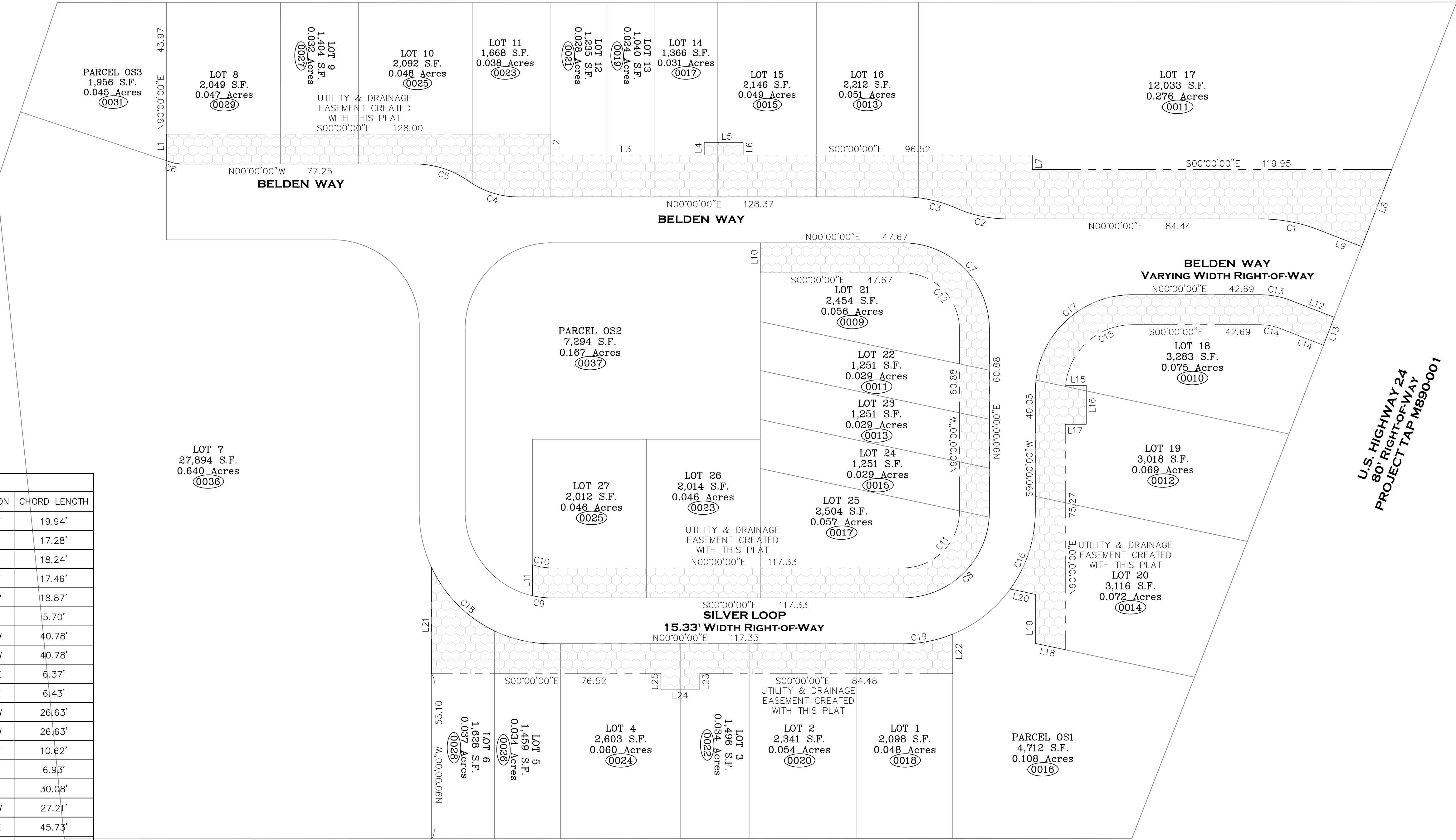


FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5
UTILITY & DRAINAGE
EASEMENTS

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	8.88	N90° 00' 00"E
L2	7.00	N90° 00' 00"W
L3	51.48	S00° 00' 00"E
L4	4.18	N90° 00' 00"E
L5	13.00	S00° 00' 00"E
L6	4.18	N90° 00' 00"W
L7	4.82	N90° 00' 00"W
L8	27.63	N68° 46' 59"W
L9	15.38	N21° 13' 01"E
L10	10.00	N90° 00' 00"W
L11	10.39	N90° 00' 00"W
L12	15.38	N21° 13' 01"E
L13	10.00	S68° 46' 59"E
L14	15.38	S21° 13' 01"W
L15	6.90	N00° 00' 00"E
L16	13.00	N90° 00' 00"E
L17	7.00	S00° 00' 00"E
L18	10.22	S12° 00' 00"W
L19	16.36	N90° 00' 00"W
L20	8.57	S12° 00' 00"W
L21	35.55	N90° 00' 00"W
L22	13.24	N90° 00' 00"W
L23	5.18	N90° 00' 00"W
L24	13.00	S00° 00' 00"E
L25	5.18	N90° 00' 00"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.06'	54.17	21°13'01"	S10° 36' 31"W	19.94'
C2	17.40'	41.83	23°49'58"	N11° 54' 59"E	17.28'
C3	18.37'	44.17	23°49'58"	S11° 54' 59"W	18.24'
C4	17.74'	28.83	35°14'51"	N17° 37' 26"E	17.46'
C5	19.17'	31.17	35°14'51"	S17° 37' 26"W	18.87'
C6	5.74'	14.90	22°03'53"	N11° 17' 40"E	5.70'
C7	45.29'	28.83	90°00'00"	S45° 00' 00"W	40.78'
C8	45.29'	28.83	90°00'00"	N45° 00' 00"W	40.78'
C9	6.39'	28.83	12°41'19"	N06° 20' 40"E	6.37'
C10	6.46'	18.83	19°39'02"	N09° 49' 31"E	6.43'
C11	29.58'	18.83	90°00'00"	N45° 00' 00"W	26.63'
C12	29.58'	18.83	90°00'00"	S45° 00' 00"W	26.63'
C13	10.68'	28.83	21°13'01"	S10° 36' 31"W	10.62'
C14	6.97'	18.83	21°13'01"	S10° 36' 31"W	6.93'
C15	33.00'	22.33	84°40'23"	S42° 20' 11"E	30.08'
C16	27.66'	44.17	35°52'40"	N72° 03' 40"W	27.21'
C17	50.79'	32.33	90°00'00"	S45° 00' 00"E	45.73'
C18	50.16'	44.17	65°03'59"	N32° 31' 59"E	47.50'
C19	17.04'	44.17	22°06'00"	N11° 03' 00"W	16.93'



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**FINAL PLAT
BELDEN PLACE, P.U.D.**
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	MSS	JOB NUMBER:	18029	DRAWING NAME:	18029_FP2.dwg
SHEET	5	OF	5	DATE:	04-09-2021

WATER DEMANDS

Belden Place Water Demands

Existing Taps Owned:		
1251 S Main Street	12	
1217 + 1221 S Main Street	2	
1201 + 1207 S Main Street	2	
46 Vista Barranco	1	
78 Vista Barranco	1	
Total:	18	
Taps Needed:		
Lots 1 - 6	6	
Lot 7 (2 SFE per Stacked Triplex)	10	incl. Common Area Irrigation
Lots 8 - 11	4	
Lots 12 - 14 (Row House 3)	2	
Lots 15 - 20	6	
Lots 21 - 25 (Row House 5)	2	
Lots 26 - 27	2	
Total Taps Needed:	32	
New Taps Needed:	14	

SIGN/LIGHTING POST

INTERIOR ROAD
SIGNAGE



←10.5"→



36"

PATHWAY LIGHTING

