

FINAL PUD PRELIMINARY PLAN FINAL PLAT APPLICATION Town of Minturn, CO

Belden Place<br>Residential PUD/Subdivision

# Final PUD Development Plan Application \& <br> Final Plat Application 

Table Of Contents

Section 1: Written Application
Section 2: PUD Guide/Zoning Document, Housing Plan, and Design Guidelines
Section 3: Appendices
Appendices

1. Application Forms
2. Title Commitment
3. Adjacent Property Owner Information
4. Declarations
5. Bylaws
6. Articles of Incorporation
7. Party-wall Agreement
8. Taxes Paid
9. ERFPD Emergency Turnaround Vacation Agreement
10. Copy of Boneyard Improvements Letter
11. Landscaping Plans
12. Engineering Documents
13. Final Plat

SECTION 1: APPLICATION INFORMATION
Town of Minturn, Colorado

| Application(s): | Submittal 1 - Combined PUD Concept <br> Submittal 2 - Preliminary PUD Development Plan <br> Submittal 3 - PUD Final Plat, Final Plan, SIA and Construction Plans |
| :--- | :--- |
| Date of Submittal: | $8 / 30 / 2021$ |

Application Team:

| Property Owner/ Applicant: | Miners Base Camp, LLC Don and Beverly Barnes Edwards, CO 81632-1794 | Please send all information and or questions to applicant representatives. |  |
| :---: | :---: | :---: | :---: |
| Applicant Representative Principal: | JS Designs Graphical Services | Applicant Representative: | Vail Land Company <br> Alison Perry <br> Edwards, CO 81632- <br> 1794 <br> 970-306-2264 <br> perry@vailland.com |
|  | Jena Skinner, AICP |  |  |
|  | $\begin{aligned} & \text { Minturn, CO 81645-0116 } \\ & 970-331-9791 \end{aligned}$ |  |  |
|  | jsdesigns@outlook.com |  |  |
| Civil Engineering: | Timberline Engineering | Traffic Engineering: | McDowell Engineering |
|  | David J. Anderson, P.E. |  | Kari McDowell, P.E. |
|  | Carbondale, CO 81623-842 <br> (970) 963-9869 |  | Eagle, CO 81631-4259 <br> (970) 623-0788 |
|  | timberlineengineering@gmail.com |  | kari@mcdowelleng.com |
| Surveying: | Slagle Surveying | Lighting: | Cullen Lighting Design |
|  | Matthew S. Slagle PLS, CFedS |  | Kate Cullen |
|  | (970) 471-1499) |  | (817) 808-2108 |
|  | matthew@slaglesurvey.con |  | 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 that image shows the parcels and buildings present when purchased.


## SECTION 2: WRITTEN APPLICATION

On June 16 ${ }^{\text {th }}$, 2021, Belden Place received Preliminary Plan, Plat, and Zone Map Amendment (PUD Overlay). That approval includes: 41 units (includes existing home on Lot 17), several variations regarding height, calculation thereof, and a height exception for staircases accessing rooftop decks, building coverage, impervious coverage, setbacks, encroachments into setbacks (building envelopes), and landscaping requirements; housing plan; open space dedication as presented; and commitments to participate in partnership with Town for regional drainage improvements.

Since the June 2021 approval, all technical concerns of the Town's consulting engineer and surveying team regarding the plat and drainage plan have been addressed. Other refinements to the approval include the updates to the housing plan upon working with the Eagle County Housing Authority, updates to the PUD Guide, Declarations and Covenants, per satisfaction of the Attorney, and updates to the phasing plan and other nuances as per the refined SIA agreement. Nothing substantial has been modified and the Belden Place development plan to render it significantly modified and it remains consistent with the Preliminary Plan approval.

BELDEN PLACE APPROVAL ILLUSTRATION


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. The site has been cleared of all existing homes except for the newer Christiansan home (on lot 17). Belden Place is in its entirety, is an infill development that when accomplished will be the first complete neighborhood featuring its own central park space that includes single-family, duplex, traditional townhomes, and stacked (one-level) flats. This neighborhood, with its focus on locals, will be the first of its kind built in Minturn in decades.

## FINAL PLAN FOR PUD

Sec. 16-15-200. - Standards
A final development plan for the PUD shall be reviewed pursuant to the same standards applicable to a preliminary development plan for the PUD. The final development plan for the PUD shall be reviewed by the Town Council at a public hearing and shall be approved by ordinance. Submission of the final development plan application should occur no more than two (2) years after the approval of the preliminary plan. An extension can be granted requiring a clear statement explaining the reason for an extension. Failure to do so will result in the plan proceeding through the preliminary plan process again for explanation and approval. Approval of the final development plan PUD zone shall be considered as satisfying the final development plan requirements of the Town PUD regulations and subdivision regulations.
(1) All single-phase final development plans for the PUD are valid for one (1) year from the date of approval. If no building permits have been issued within one (1) year of the date of final approval, the PUD shall be terminated and the zone change automatically repealed. Approval may be extended upon written request when reviewed by the Planning Commission and granted by the Town Council after a public hearing.
(2) All multi-phase preliminary development plans for the PUD are valid for three (3) years from the date of approval. Permitted time frames do not change with successive owners. Approval may be extended upon written request when reviewed by the Planning Commission and granted by the Town Council after a public hearing.
(3) Upon written request, an extension of the preliminary plan may be granted by the Town Council, not to exceed (2) two years, if the applicant demonstrates that:
a. Failure to proceed with development of the final plan for the PUD was beyond the applicant's control;
b. The final plan for the PUD is not speculative in nature;
c. The final plan for the PUD still complies with this Code and the Community Plan;
d. There is reasonable likelihood that the PUD will be developed in the next two (2) years.

## APPLICANT RESPONSE:

Upon successful completion of the PUD Preliminary Plan, further discussions with the Town surrounding water service and drainage have resulted in minor modifications to the drainage and phasing plan.

Note: If the Town can generate additional water taps, we anticipate that two-three years will be adequate to finalize the Belden Place PUD, as is consistent with Code. Note that some elements of the phasing plan may overlap, however; the general phasing plan is as follows:

PHASING PLAN:
First phase: Infrastructure installation including water, wastewater, and utilities; road construction and related improvements; open space areas; drainage improvements.
Second Phase: Development of lots 7-16 with connections to installed water and wastewater systems; landscaping improvements.
Third Phase: Development of lots 18-27 with connections to installed water and wastewater systems; final landscaping improvements.

## DRAINAGE PLAN:

Post Preliminary Plan approval, the Town was successful in obtaining the determination that the proponents of Belden Place, in participation with the Town, may proceed with the Regional Drainage Plan improvements including the installation of buried stormwater improvements across the Boneyard Open Space Easement. This is a major improvement that benefits not just Belden Place, but the Boneyard Open Space Conservation Easement, the US Forest Service (including the residential lot and the hillside drainage at the rear of the Belden Place property), as well as the immediate neighboring property owners to the west of Belden and those lots on Mountain Drive. Should further development occur on any properties within the drainage area outside of Belden Place, we understand those developments will need to participate monetarily (with a proportionate share of impact) as a reimbursement of the established system constructed by Belden Place. We request that all details, understandings, agreements, and nuances, be captured in a Development Agreement prior to the onset of improvements concurrent or following the Final Plat application, as currently, it is not being captured in the SIA.

## HOUSING PLAN:

An appendix of the PUD Development Plan, the Belden Place team worked with Eagle County Housing to come to a consensus of a final plan. This plan is included in this application. To date, Belden Place has offered certain units as available for consideration by the Eagle County Housing Authority for purchase (and for potential deed restrictions) and has preliminarily assigned the four (4) $200 \%$ AMI units and the $50 \%$ RO housing units to the Belden units as well. This list has not been finalized and may change as discussions continue with Eagle County, as they evaluate their resources and need. Our hope is to further exceed our housing program as was presented at Preliminary Plan by through these negotiations (with Eagle County).

## FINAL PLAT APPLICATION

Sec. 17-6-40. - Standards
(a) Twenty (20) copies of the final subdivision plat for all or a portion of an area within an approved preliminary plat to which it must conform shall be submitted to the Planning Director at least fifteen (15) days before the Planning Commission meeting at which it is to be reviewed, along with five (5) copies of any protective covenants.
(b) The final plat shall be drafted in a legible form with black waterproof ink on a permanent reproducible material such as Mylar, on a sheet or sheets measuring twenty-four (24) by thirtysix (36) inches with clear margins measuring two (2) inches on the left-hand side and one-half $(1 / 2)$ inch on the remaining sides. The plat shall show the name of the subdivision, date, date of survey, north arrow, graphic scale and a vicinity map to appropriate scale. Where multiple sheets are necessary to depict the total filing, the vicinity map, legal description of the tract boundary, a key map to sheet location and all certifications and dedications need to appear on the title or cover sheet. The final plat shall adhere to the format and include information as follows:
(1) Tract boundary lines and right-of-way lines or street lines in solid black lines; easements or other right-of-way lines in dashed lines; and lot boundaries in solid lines shall be shown with accurate dimensions to the nearest one-hundredth (0.01) foot. Bearings, deflection angles, arc lengths, chord bearings, chord lengths, tangent distances and central angles of all curves shall be shown. Curve tables shall be on each sheet and include only those curves shown on that sheet. Widths and dimensions of all easements, rights-of-way and streets
shall be indicated. In addition to requirements described herein, the final plat shall meet all requirements established under Section 38-51-101, et seq., C.R.S.
(2) Names of all streets or roads, block letters or numbers and lot numbers shall be indicated for easy plat identification. Street addresses shall also be shown for each lot.
(3) The location of all major drainage channels and areas showing the boundaries of land subject to inundation by a one-hundred-year flood.
(4) All surveying data shall be tied to primary control points, the locations and descriptions of these control points being indicated. The location and description of all property monuments on the subdivision shall be indicated. Two (2) concrete monuments, at least thirty-six (36) inches in length and four (4) inches square with a suitable center point, shall be set at each street intersection on the street right-of-way line, or on offset lines therefrom, designated on the record plat. Iron monuments one-half $(1 / 2)$ inch in diameter and eighteen (18) inches long shall be placed on all points on boundary lines where there is a change of direction.
(5) A legal description of the property.
(6) The name of the subdivision and the basis of bearings.
(7) A vicinity map at a scale of 1 " $=1,000$ feet which includes section lines and township and range lines, where practical.
(8) Certification and information as follows:
a. Names and addresses of owners of record;
b. Total acreage of the subdivision and total number of lots;
c. A reference to any protective covenants, declarations or other restrictions which shall be filed with the plat and an indication of the purpose for which sites other than residential lots are dedicated or reserved;
d. A certificate of dedication and ownership executed by the record owners and all other persons or entities having an interest in the subdivision, including any security interest;
e. The certificate of a title company or attorney showing marketable title in the owners, subject only to the liens or encumbrances of persons executing the certificate of dedication and ownership;
f. A surveyor's certificate, which shall be signed by a land surveyor licensed in the State responsible for the survey and final subdivision plat;
g. An approval block for the Town; and
h. A recorder's certificate which need not be completed until after final approval.
(9) Supplemental documents required to be filed with the final plat shall be as follows:
a. Two (2) copies of all the protective covenants, declarations, party wall agreements or other restrictions placed on the subdivision, if any, one (1) copy of which shall be filed for record in the office of the County Clerk and Recorder at the time of recording of the final plat;
b. Complete engineering plans and specifications, time schedules and cost estimates for all public improvements, including erosion control and revegetation measures, "no discharge" measures to eliminate stormwater discharges, streets, access roads, drainage facilities, utility systems, bridges, landscaping and other improvements proposed or required to be installed by the developer, and a statement of proof that the subdivider has the ability to pay for such improvements. The above-referenced drawings shall be labeled as final public improvement drawings;
c. An executed subdivision public improvements agreement, off-site improvements agreement or other agreement required by the Town as a condition of final plat approval; and
d. Adequate evidence of water in sufficient quantity for both domestic and irrigation use which shall be transferred to a legal entity which shall be established to operate a system to provide such quantity of water.

## APPLICANT RESPONSE:

All copies necessary for review have been submitted with this application, including all legal documents. Please note, while the Declarations and Covenants along with the Bylaws, and the general party-wall agreements for the duplexes, townhomes, and 5 -plex, will be recorded with this plat. The subsequent covenants and party-wall agreement for Lot 7 will be recorded with the condo plat for that lot (Lot 7 contains the stacked flat units).

We have been told that the Town of Minturn is in the process of creating standard plat certificates, which will be added to this plat. To date, they have not been provided to us by the Town attorneys. All other aspects of the plat have been updated from what was presented with the Preliminary Plat, and all engineering plans have been updated per previous comments obtained at Preliminary Plan.

The Town and Belden Place are in the process of creating an agreement for water service that establishes the understanding in how the Belden Water taps shall be allocated, and how many taps will be needed in the future. All fees have been calculated, and the Belden Place Subdivision Improvements Agreement will reflect this agreement and amount.

Based on the estimation of all infrastructure costs, collateralization will be provided by Belden Place, as is required by the Town. All fees will be paid prior to recording the Final Plat, and are reflected in the Belden Place Subdivision Improvements Agreement.

## PRELIMINARY PLAN CONDITIONS

CONDITION 1: CIVIL SHEETS
"The Applicant shall update the Civil Sheets for Belden Place prior to or concurrent Final Plan/Plat application..."

## APPLICANT RESPONSE:

All listed conditions (1.a-i) as found in the resolution for the Belden Place Preliminary Plan have been captured/addressed in this submittal. Many of these changes are in response to the outcome of the Preliminary approvals. Some of these changes were actually made prior to the final submittals to the Preliminary Plan itself. Changes that have occurred post-approval include further coordination with the Town (engineering, water tap administrator, attorneys) as well as the ERWSD for all matters related to the proposed wastewater systems. The SIA is in the process of being amended and should reflect assumed water service allotment discussions that have occurred post-preliminary plan. Note that all HOA documents have been updated accordinglyincluding the Final Plat itself.
1.f.2.a.b. Belden Place will coordinate with CDOT upon completion of the Final Plat. This is a matter of timing for off-site drainage improvements and permitting with CDOT typically occurs as an immediate step post Final Plat approval.
1.f.i.2.c. We have received the go ahead from the Land Trust for the Regional Drainage Plan through the Boneyard, but an easement has not been obtained from the Eagle Valley Land Trust nor the Forest Service yet. Belden assumes this coordination will be ongoing through and beyond completion of the Final Plat.
1.f.ii Belden Place will continue to coordinate with the Town engineer for final designs related to the regional drainage system.
1.g.i As far as some of the Variations that were accepted with the Preliminary Plan all internal sidewalks shall remain consistent with the approval of the Preliminary Plan. All internal sidewalks shall be 4 -feet wide, as was approved by Town Council. ADA ramps have been added to plans.
1.g.ii Garage ramp details and design for Lot 7 will be submitted with the building permit, as is typical.
1.g.iii The question of providing sidewalk improvements was broached with Town Council; however, it was not an absolute requirement (per Council). While no other property owner was required to contribute to highway improvements, Belden is committed to participating with the Town for certain public improvements. The most important of which, is the Regional Drainage design and implementation, as a priority need. Belden would be open to the possibility of contributing towards the sidewalk improvements instead of a bus shelter, as the existing and foreseeable bus service even after Belden is completed is extremely infrequent and limited, and would be used far less than a sidewalk).
1.h. A revised Cost Estimate has been submitted with this submittal.
1.i/ii. Construction requirements and specifications have been updated accordingly.
1.iii. The engineer for Belden Place is continually coordinating with the ERWSD and has designed all systems to their satisfaction (please note that this coordination will, likely occur preand post-Final Plat approval).

CONDITION 2: OPEN SPACE PLAN
"The Applicant shall update the Open Space Plan to remove all parking areas from the calculation or areas shown as dedicated open space..."

## APPLICANT RESPONSE:

The Open Space plan has been revised and is incorporated with this submittal.

## CONDITION 3: CIVIL ENGINEERING

"The Applicant shall update civil engineering plans and/or incorporate the following recommendations into final plat and Subdivision Improvements Agreement documents prior to or concurrent with any Final Plan/Plat application..."

## APPLICANT RESPONSE:

Please see revised engineering designs and draft SIA.

## CONDITION 4: CIVIL ENGINEERING/HOA DOCUMENTS

"The Applicant shall revise and update the civil engineering drawing package and/or HOA documents prior to or concurrent with any Final Plan/Plat application..."

## APPLICANT RESPONSE:

4.a. HOA documents have been clarified in that maintenance and/or repair of detention ponds including cleanout and removal of silt will be the responsibility of the Homeowners Association.

## CONDITION 5: HOA COVENANTS

"The Applicant shall update the HOA Covenants for Belden Place prior to or concurrent with any Final Plan/Plat application..."

## APPLICANT RESPONSE:

5.a. A map exhibit has been incorporated into this document that clearly demonstrates the Belden Place PUD in relation with other properties.
5.b. Size limitations of work-trailers and one-ton trucks has been added to section 9.9(b).
5.c. Day Care Home limitations has been clarified in the HOA documents [section 9.3(e)] and PUD.
5.d. The PUD guide has been incorporated by reference, and private enforcement options have been added to the HOA Covenants (section 9.1).
5.e. A restrictive covenant has been added that limits the amount of timing of outdoor irrigation to coincide with whatever is required by the Town of Minturn [section 7.2(d)].

## CONDITION 6: HOUSING PLAN

"The Applicant shall amend the Housing Plan to incorporate the following revisions..."

## APPLICANT RESPONSE:

Please see submitted/revised Housing Plan that reflects this condition. This plan has been discussed with the Eagle County Housing Authority since the completion of the Preliminary Plan, and we are hoping additional units will be "adopted" by EC as well.

## CONDITION 7: PUD GUIDE

"The Applicant shall update the Planned Unit Development Guide for Belden Place (the PUD Guide) prior to or concurrent with any Final Plan/Plat application..."

## APPLICANT RESPONSE:

Please see revised PUD Guide. All suggested changes (7.a-c \& 7.e-j) have been made, with the exception of 7.d.: the definition of building height. Town Council was indifferent to using the calculation method as proposed (with the exception of the dissenting vote) and did not require Belden Place to revert this definition to that of the Town of Minturn Municipal Code.
7.k. Landscaping minimums shall adhere to the submitted Landscaping Plan for the entire Belden Place project. This includes Lot 7; however, due to limited irrigation availability until the

Town updates its water supply, lot 7 will adhere to a temporary landscaping plan, which is attached to this application and will be included with the building permit for the stacked flat units.

CONDITION 8: TOPOGRAPHIC MAP
"The Applicant shall update the Topographic Map for Belden Place prior to or concurrent with any Final Plan/Plat application..."

## APPLICANT RESPONSE:

All plans are using an updated topographic map, which was actually included as part of the Preliminary Plat and plans, post comment (the condition had been satisfied before Preliminary Plan approval).

## CONDITION 9: EXTERNAL AGENCIES

"The Applicant shall work with Town staff and external agencies regarding permitting, construction and financing of off-site improvements..."

## APPLICANT RESPONSE:

The Belden Place Design Team pledges to work with external agencies regarding offsite improvements, which may include a potential crosswalk, sidewalk, and for the Regional Drainage Improvements. Timing off these improvements is anticipated to be post-Final Plat application.

## CONDITION 10: FINAL PLAT

"The Applicant shall update the Preliminary Plat for Belden Place prior to or concurrent with any Final Plan/Plat application..."

## APPLICANT RESPONSE:

The Final Plat has been further reviewed post-preliminary Plan application upon receipt of a consolidated Title Commitment and has been updated according to all recommendations and requirements provided by Intermountain Engineering and the Town thus far. One exception: the Town Attorney has not provided the new certificate language. Once received, our surveyor will update the plat accordingly.

## OTHER:

The Eagle River Fire Protection District has approved the emergency turnaround vacation, and we will be obtaining signatures very soon. A draft has been included in this application.

The Eagle River Water and Sanitation District does not want to vacate the old lines separately via a vacation agreement and will accept the line relocation, as is captured on the Final Plat.

We will be meeting with the Vail Valley Mountain Trails Alliance on September $1^{\text {st }}$ to discuss any recommendations they have regarding access to neighboring open lands.

The SIA has not been included as part of this package but is ongoing between Belden and the Attorneys.

## SUMMARY

All our plans are up to date and are at a level we feel is sufficient for Final Plat and Plan review. We look forward to continuing with this process, and moving forward with Belden Place.


$$
\begin{gathered}
\text { BELDEN PLACE } \\
\text { PUD GUIDE } \\
+ \\
\text { ATTAINABLE } \\
\text { HOUSING PROGRAM }
\end{gathered}
$$

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 approximately 2.7 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 responsibile 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 dedicated open space will require approval by the Town Council following the procedures of the Town code for the submittal of an Amended PUD, pursuant to the Town of Minturn Municipal Code, currently § 16-15-230, as may be amended.

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 may result in minor changes in the design of Belden Place. Permitted 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.

## VI. DEFINITIONS ${ }^{1}$

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).
Building Lot Coverage. Building Lot Coverage means the portion of a lot that is covered by buildings, including all interior space including garages, and all enclosed cantilevered portions of a building, covered porches, covered walkways and similar covered areas. Buildings are measured at the outside exterior wall.

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

[^0]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 | $28^{\prime}-6^{\prime \prime}$ | $2,425.3^{\prime}$ |
| B | 40 | 3.5 | $27^{\prime}-3^{\prime \prime}$ | $95.37^{\prime}$ |
| C | 56 | 4.8 | $21^{\prime}-4 \prime \prime$ | $102.38^{\prime}$ |
| D | 76 | 6.6 | $10^{\prime \prime}-11^{\prime \prime}$ | $72.07{ }^{\prime}$ |
| TOTAL: | 1,156 | 100.0 | - | $2,695.17^{\prime}$ |

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.

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

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 or similar (e.g., opensided cantilever).

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 vertical townhomes, condominiums, or horizontal 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.

## A. 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 foundation 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.


## B. 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, with the exception of lot 7 along the most southern property line.

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.



## C. 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 $9^{\prime} \times 18$ '.
- 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.



## D. BUILDING HEIGHT

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

| Structure | Height Max |
| :--- | :---: |
| Single-Family Homes | $28^{\prime}$ |
| Duplex Unit/Tri-plex | $28^{\prime}$ |
| Multi-family Units: Stacked Flats (Lot 7) and 5-Plex (Lots 21-25) | $35^{\prime}$ |

## E. BUILDING HEIGHT EXCEPTIONS

The height limitation shall not apply to antennas, mechanical equipment, elevator enclosures, staircase/rooftop access enclosures, ridge vents, cupolas, chimneys, ventilators, parapets, skylights, solar panels or similar, and necessary mechanical appurtenances usually installed above the roof level.

## F. 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 | $70 \%$ | Lots 5/6 | $60 \%$ |  |
| Lot 7 | MULTI | $50 \%$ | Lot 7 | $65 \%$ |  |
| Lots 8/9 | DU | $70 \%$ | Lots 8/9 | $65 \%$ |  |
| Lots 10/11 | DU | $65 \%$ | Lots 10/11 | $60 \%$ |  |
| Lots 12/13/14 | TRI | $85 \%$ | Lots 12/13/14 | $70 \%$ |  |
| Lot 15 | SF | $50 \%$ | Lot 15 | $45 \%$ |  |
| Lot 16 | SF | $50 \%$ | Lot 16 | $45 \%$ |  |
| Lot 17 | SF | $50 \%$ | Lot 17 | $50 \%$ |  |
| Lot 18 | SF | $40 \%$ | Lot 18 | $35 \%$ | 1 |
| Lot 19 | SF | $45 \%$ | Lot 19 | $35 \%$ | 1 |
| Lot 20 | SF | $40 \%$ | Lot 20 | $40 \%$ |  |


| Lots 21/22/23/24/25 | MULTI | $65 \%$ | Lots 21/22/23/24/25 | $45 \%$ | 1 |
| :--- | :---: | :---: | :--- | :--- | :---: |
| Lot 26 | SF | $70 \%$ | Lot 26 | $60 \%$ | 1 |
| Lot 27 | SF | $70 \%$ | Lot 27 | $60 \%$ | 1 |
|  |  |  |  |  |  |
| 1 | Notes |  |  |  |  |

## G. PERMITTED USES



Single-Family Lots:

| USE | NOTES |
| :--- | :--- |
| Accessory Dwelling Unit | One (1) unit. Unit is connected to main dwelling and cannot be <br> subdivided. ADU has independent kitchen and shall be no larger than <br> 750 sq. ft. ADU is not considered as an independent dwelling unit, as <br> it is integral to the home. As such, an ADU shall not be included in <br> density calculations. Water demands may or may not require an <br> additional tap. Water shall be administered through the Town. |
| Home Occupation | Use must be imperceptible; no signage or advertisement of use <br> permitted onsite. Use permitted pursuant to the Town of Minturn <br> Municipal Code. |
| Day Care Home | Use permitted pursuant to the Town of Minturn Municipal Code. |

## Duplex/Tri-plex/Multi-Family Lots:

| USE | NOTES |
| :---: | :--- |
| Home Occupation | Use must be imperceptible; no signage or advertisement of use <br> permitted onsite. Use permitted pursuant to the Town of Minturn <br> Municipal Code |

Tracts A, B, C, D:

| USE | NOTES |
| :--- | :--- |
| Road, Open Space |  |
| Drainage ${ }^{*}$, Utilities, | *Playground equipment, benches, and similar may be placed here. |
| Snow Storage | Undefined watilities (e.g. indernet or similar) can be placed ind here without <br> Une <br> the need for additional easements. |

All lots:
Residential Solar Energy Systems and Equipment (Personal Use)
Short-term rentals are not permitted by right in Belden Place. Persons owning a freemarket unit (non-restricted unit) may seek approval from the Town

## H. 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) Roofs shall be designed 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) or floors.
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) Roofs shall be designed and pitched accordingly in consideration of solar technology and/or drainage.

## 3) 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.
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 replacement windows shall be consistent and match the aesthetic of previous windows unless otherwise approved by the design review board. 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

## I. 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 1,200 sf of lot area and two (2) shrubs for all lots. See also official Landscaping Plan for Belden Place.
2. All landscaping proposed on the approved Landscaping Plan shall be installed initially with expectations for maintenance. Installation may be phased to correspond with irrigation water allocation, as received from the Town.
3. No exposed soil is permitted. Soil must be covered in groundcover that may consist of seed (includes wildflower seed), cobble, perennials, mulch, or similar.
4. All dead materials must be replaced during the same season death occurs.

## J. 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 " $\times 24$ " 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 monumenttype 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.


## K. LIGHTING

1. Lighting within the project shall consist of downcast varieties and shall not cast any glare on adjacent land uses or property. Light poles 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. Poles shall be downcast and bulbs shall not be visible from beyond the boundaries of Belden Place.
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.

## L. STORAGE

1. No outside (aka open air) 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 reselling 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.

## M. 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.

## N. 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: $\quad$ Buyer Restrictions. Aimed to ensure Minturnites have the first opportunity to purchase a Belden Place home within the town. 100\% of all homes have this restriction.

Level 2: $\quad$ Deed Restricted Units. Four (4) units of the Belden Place residential units shall be community housing units with an initial maximum sales price set at or below two hundred percent (200\%) AMI affordability level.

Level 3: $\quad$ Resident-Occupied Units. 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. Business Owner may live in residence or rent out dwelling to employees of the business or as qualified below.
2) Qualified Buyer, Resident or Renter: Employee. An individual who works an average of 20+ hours or more per week for at least one year 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 has worked 40+ hours per during 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 or rent 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, Resident, 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) Qualifications. Proof to establish qualifications for any buyer/owner, must be provided to the Town of Minturn or Administrator 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 must also do the same.
5) Qualified Minturn Buyer/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.
6) Rentals, Unit. 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.
7) Rentals, Room. Tenants renting a room while qualified buyer/owner resides in the home, do not have to qualify for this program.

## LEVEL 1 RESTRICTIONS: Buyer Restrictions. All units.

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/residents.
i. Non-qualified buyers must pay $4 \%$ 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/residents.
i. Non-qualified buyers must pay a 3\% 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 any unit that does not carry Level 2 or 3 qualification requirements (17 units).
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 this restriction is removed at the discretion of the Town Council.

## LEVEL 2 RESTRICTIONS:

AMI Restricted Units, For Sale: Four (4) units.

1. The initial sales price shall be no greater than that which is affordable to households earning up to 200\% AMI, as determined by Administrator. Households means all individuals who will occupy a unit regardless of legal status or relation to the owner or lessee. AMI or Area Median Income means the estimates of median income compiled and released annually by the United States Department of Housing and Urban Development.
2. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the Belden Place Attainable Housing Program Allocation Table and shall be administered by the Town or Administrator. Conditions and restrictions of a unit with a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

## LEVEL 3 RESTRICTIONS:

Resident-Occupied Deed Restricted Units, For Sale: 20 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, cannot be removed or transferred to another unit once established, and shall be in perpetuity.
4. "Resident-occupied" means persons living in these units must reside in units on an ongoing basis for a minimum of nine (9) months per year.
5. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the Belden Place Attainable Housing Program Allocation Table and shall be administered by the Town or assigns. Conditions and restrictions of a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

## OTHER:

1. Deed restrictions, buyer and AMI qualifications shall be administered by the Town of Minturn, or their assigns (herein after "Administrator") in accordance with the Town of Minturn Community Housing Guidelines.
2. The Town, the Developer, and Eagle County Housing Development Authority will work together to administer those units that are allocated as restricted housing units, as shown on the allocation table.
3. 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 modified Level 2 restrictions (further restricted than what is within this program) and units with Level 3 restrictions are not eligible for/as short-term rentals.
4. 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 Administrator in accordance with the Town of Minturn Community Housing Guidelines.
5. Appendix A - Attainable Housing Program allocation, 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. Belden Place owners may also initiate the modification or onset of an allocation as long as minimum requirements are maintained. Modifications made to this document without a major amendment are generally limited to the buyer restriction qualifications to ensure they mature according to community needs (kept up to date with Administrator policies), and/or for periodic updates to the Belden Place Attainable Housing Program Allocation Table to ensure accurate administration of restricted units.

The Belden Place Attainable Housing Program Allocation Table as found in this Appendix may be amended for administrative purposes by the Town or Administrator without the need to amend the Belden Place PUD through a PUD Amendment; however, upon the successful modification to Appendix A all documents shall be rerecorded as one document to ensure they remain connected.
6. Belden Place Housing Unit Allocations:

## SEE Belden Place Attainable Housing Program Allocation Table, Next Page

This are intentionally left blank

## Belden Place Attainable Housing Program Allocation Table

If a unit has a Level 2 or 3 restriction applied by the Town of Minturn or Administrator after the initial approval has been given, please add a Y and the date of assignment. If a lot does not have a Level 2 or 3 restriction, please add an N/a for this "free market" unit.

| LOT or UNIT* |  |
| :---: | :---: | :---: | :---: | :---: | :---: | \(\left.\begin{array}{c}LEVEL <br>

1\end{array} \quad $$
\begin{array}{r}\text { LEVEL 2 - 200\% AMI } \\
\text { (Initial Sales) }\end{array}
$$\right)\)


FORMS



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,
Dan
barnes $\qquad$

Don Barnes, As Land Owner
d.b.a. Miners Base Camp, LLC

## LETTER OF AUTHORIZATION

## December 20,2019 <br> Date

To Whom It May Concern:

I, DON BARNRS 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:


STATE OF COLORADO )


The foregoing instrument was acknowledged before me this $20_{0}^{4 n}$ day of December,
2019, by $\qquad$ , as Agent of Vail Land ' Company LLC. Witness my hand and official seal.

My commission expires $03 / 06 / 22$

MINERS BASE CAMP LLD
Address:


By: DONA ID BARNES JR.
As Agent of Miners Base Camp LLC
 )
STATE OF COLORADO ) ss
COUNTY OF Eagle )
The foregoing instrument was acknowledged before me this 20 day of December, 2019, by Donald Barnes fr. Camp LLC. Witness my hand and official seal.

My commission expires $\qquad$


INVOICE

Land Title Guarantee Company 5975 Greenwood Plaza Blvd Suite 125

Greenwood Village, CO 80111
970-476-2251

MINERS BASE CAMP LLC
ALISON PERRY
1000 ENTERPRISE DR
ALLEN PARK, MI 48101

## Reference

Your Reference Number: TBD Commitment - 50062124
Our Order Number: VA-15556
Our Customer Number: 78428.4
Invoice Requested by: ALISON PERRY
Invoice (Process) Date: June 28, 2021
Transaction Invoiced By: Web Services
Email Address: system@ltgc.com

Invoice Number: VA-15556
Date: June 28, 2021
Order Number: 50062124
Property Address: 1207, 1221 AND 1251 MAIN STREET AND 30,46 AND 78 VISTA BARRANCO MINTURN 81645

| Invoice Charges |  |  |
| :---: | :---: | :---: |
| Service: | TBD Commitment | \$217.00 |
| Ref: | 50062124 |  |
| Addr: ${ }^{\text {VISTA }}$ BARRANCO 1207,1221 AND 1251 MAIN STREET AND 30, 46 AND 78 |  |  |
|  |  |  |
| Party: MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITYCOMPANY |  |  |
|  |  |  |
|  |  | \$ $\$ 0.00$ |
| Total Amount Invoiced: |  | \$217.00 |
| Less Payment(s): |  |  |
| Balance Due: |  |  |

## Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference Invoice Number VA-15556 on your Payment


PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: VB50062124
Date: 06/28/2021
Property Address: 1207, 1221 AND 1251 MAIN STREET AND 30, 46 AND 78 VISTA BARRANCO, MINTURN, CO 81645

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

| For Closing Assistance | For Title Assistance |
| :--- | :--- |
|  | Land Title Eagle County Title Team |
|  | 610 WEST LIONSHEAD CIRCLE \#300 |
|  | VAIL, CO 81657 |
|  | (970) 477-4500 (Work) |
|  | eaglecountyrequests@ltgc.com |

## Seller/Owner

MINERS BASE CAMP LLC

Attention: ALISON PERRY
1000 ENTERPRISE DR
ALLEN PARK, MI 48101
(970) 306-2264 (Work)
perry@vailland.com
Delivered via: Electronic Mail

## Land Title Guarantee Company

Customer Distribution

V50062124

LAND TITLE GUARANTEE COMPANY
Attention: SARAH DORMAN (FOR PLAT
REVIEW/SIGNING OF TITLE CERT)
610 WEST LIONSHEAD CIRCLE \#300
VAIL, CO 81657
(970) 476-2251 (Work)
(970) 476-4534 (Work Fax)
sdorman@ltgc.com
Delivered via: Electronic Mail

## Land Title Guarantee Company

## Estimate of Title Fees

Order Number:
VB50062124
Date: 06/28/2021
Property Address: 1207, 1221 AND 1251 MAIN STREET AND 30, 46 AND 78 VISTA BARRANCO, MINTURN, CO 81645

Parties:
MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's Website at www.Itgc.com for directions to any of our offices.

|  | Estimate of Title insurance Fees |
| :--- | ---: |
| "TBD" Commitment | $\$ 217.00$ |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at |  |
| closing. |  |

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

## Chain of Title Documents:

Eagle county recorded 12/11/2018 under reception no. 21131
Eagle county recorded 07/05/2018 under reception no. 11547
Eagle county recorded 05/24/2018 under reception no. 8885
Eagle county recorded 09/01/2020 under reception no. 14731
Eagle county recorded 08/03/2020 under reception no. 12466

## Plat Map(s):

Eagle county recorded 03/01/1978 under reception no. 163774

Eagle county recorded 12/14/1994 under reception no. 553188

# ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> <br> Schedule A 

 <br> <br> Schedule A}

Order Number: VB50062124

## Property Address:

1207, 1221 AND 1251 MAIN STREET AND 30, 46 AND 78 VISTA BARRANCO, MINTURN, CO 81645

1. Effective Date:

06/23/2021 at 5:00 P.M.
2. Policy to be Issued and Proposed Insured:
"TBD" Commitment
$\$ 0.00$
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE AS TO PARCELS 1, 2, 3, 3A, 4 AND 5; AN EASEMENT INTEREST, AS TO PARCEL 2A
4. Title to the estate or interest covered herein is at the effective date hereof vested in:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY
5. The Land referred to in this Commitment is described as follows:

PARCEL 1:
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.

## PARCEL 2:

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 $10^{\circ} 58^{\prime} 40 "$ EAST 514.00 FEET DISTANT;
THENCE NORTH $0^{\circ} 36$ '20" EAST 210.03 FEET;
THENCE NORTH $74^{\circ} 53^{\prime}$ WEST 128.08 FEET;
THENCE SOUTH $0^{\circ} 02^{\prime}$ EAST 255.01 FEET;
THENCE NORTH $84^{\circ} 32{ }^{\prime} 30$ EAST 121.84 FEET TO THE POINT OF BEGINNING.

PARCEL 2A
AN ACCESS EASEMENT DESCRIBED IN INSTRUMENT RECORDED MARCH 11, 1977 IN BOOK 253 AT PAGE 263 AT RECEPTION NO. 149559.

PARCEL 3:
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:

## ALTA COMMITMENT

## Old Republic National Title Insurance Company

## Schedule A

Order Number: VB50062124

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 $68^{\circ} 44^{\prime}$ WEST 100.0 FEET;

THENCE SOUTH 403.0 FEET TO A POINT WHENCE THE EAST QUARTER CORNER OF SAID SECTION 35 BEARS SOUTH $9^{\circ} 06$ EAST 589.3 FEET;
THENCE NORTH $84^{\circ} 51^{\prime}$ 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.

PARCEL 3A:
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 $10^{\circ} 26^{\prime}$ 52" E. 515.12 FEET;
THENCE S $79^{\circ} 59^{\prime} 51 "$ W. 4.69 FEET TO A $2 "$ ALUMINUM CAP FOUND MOUNTED IN CONCRETE AND LABELED "SE COR. GATES TRACT";
THENCE N $00^{\circ} 39^{\prime} 06 "$ E. 210.87 FEET TO A $2^{\prime \prime}$ ALUMINUM CAP FOUND ON A METAL PIPE;
THENCE S $75^{\circ} 15^{\prime} 26 "$ 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 $00^{\circ} 02^{\prime} 00$ " 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 $00^{\circ} 01^{\prime} 12^{\prime \prime}$ W 356.93 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION;
THENCE S $83^{\circ} 34^{\prime} 38^{\prime \prime}$ W 98.49 FEET TO A $2^{\prime \prime}$ ALUMINUM CAP FOUND MOUNTED IN CONCRETE AND

## ALTA COMMITMENT

## Old Republic National Title Insurance Company

## Schedule A

Order Number: VB50062124

## LABELED SOUTHEAST CORNER GATES TRACT;

THENCE N $00^{\circ} 399^{\prime} 06^{\prime \prime}$ 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 75¹4'49" 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 00001'07" 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 $68^{\circ} 46^{\prime} 10^{\prime \prime}$ 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. $24 \mathrm{~N} 00^{\circ} 01^{\prime} 12^{\prime \prime} \mathrm{E} 356.93$ FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 32 TO THE POINT OF BEGINNING.

PARCEL 4:
LOT 3, DURAN SUBDIVISION ACCORDING TO THE PLAT RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE 156, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL 5:
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.

Copyright 2006-2021 American Land Title Association. All rights reserved

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION


# ALTA COMMITMENT <br> Old Republic National Title Insurance Company 

Schedule B, Part I
(Requirements)
Order Number: VB50062124
All of the following Requirements must be met:
This 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.

Pay the agreed amount for the estate or interest to be insured.
Pay the premiums, fees, and charges for the Policy to the Company.
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.

1. RELEASE OF DEED OF TRUST DATED DECEMBER 14, 2018 FROM MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EAGLE COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF $\$ 1,500,000.00$ RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. 201821567.
SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. 201821568.
(AFFECTS PARCEL 2)
2. RELEASE OF DEED OF TRUST DATED DECEMBER 14, 2018 FROM MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EAGLE COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF \$1,500,000.00 RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. 201821565.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. 201821566.
(AFFECTS PARCEL 3 AND PARCEL 3A)
NOTE: THE STATEMENT OF AUTHORITY FOR MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 24, 2018 AS RECEPTION NO. 201808884 DISCLOSES DANALD HARTLEY BARNES, JR. AS THE MANAGING MEMBER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.
3. WARRANTY DEED FROM MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: THE COMPANY RESERVES THE RIGHT TO MODIFY THE OWNER'S COVERAGE UPON RECEIPT OF THE BUYER'S INFORMATION.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

# ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> Schedule B, Part II <br> (Exceptions) 

Order Number: VB50062124

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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. 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. (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.
8. 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.
9. 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.
10. 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 397.
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FINAL PLAT OF DURAN SUBDIVISION RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE 156.
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT TO RELOCATE ACCESS EASEMENTS RECORDED SEPTEMBER 28, 2011 AT RECEPTION NO. 201117993.
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.

# ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> Schedule B, Part II 

(Exceptions)

Order Number: VB50062124
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
(ITEMS 8 THROUGH 14 AFFECT PARCEL 1)
15. 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.
16. RIGHT OF WAY AS GRANTED TO UPPER EAGLE VALLEY SANITATION DISTRICT IN INSTRUMENT RECORDED FEBRUARY 27, 1970 IN BOOK 217 AT PAGE 151.
17. RIGHT OF WAY OVER THE WEST 15 FEET OF SUBJECT PROPERTY TO BE KEPT OPEN AS A THOROUGHFARE, AS RESERVED IN INSTRUMENTS FEBRUARY 13, 1941 IN BOOK 126 AT PAGE 311 AND FEBRUARY 24, 1941 IN BOOK 126 AT PAGE 316.
18. TERMS, CONDITIONS AND PROVISIONS OF ACCESS AND UTILITY EASEMENT RECORDED MARCH 11, 1977 IN BOOK 253 AT PAGE 263.
(ITEMS 15 THROUGH 18 AFFECT PARCELS 2 AND 2A)
19. 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.
20. 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) FENCE LINES ARE NOT COINCIDENT WITH PROPERTY LINES
B) COVERED ENTRY/SHED EXTENDS BEYOND THE SOUTHERLY BOUNDARY LINE
C) EDGE OF DRIVEWAY EXTENDS BEYOND THE SOUTHERLY BOUNDARY LINE
(ITEMS 19 AND 20 AFFECT PARCELS 3 AND 3A)
21. 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.
22. 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.

## ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> Schedule B, Part II <br> (Exceptions)

Order Number: VB50062124
23. 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.
24. 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.
25. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DURAN SUBDIVISION RECORDED DECEMBER 14, 1994 UNDER RECEPTION NO. 553188.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 17, 2003 UNDER RECEPTION NO. 858023.
(ITEMS 21 THROUGH 26 AFFECT PARCELS 4 AND 5)
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. 201121535
28. 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.
(ITEMS 27 AND 28 AFFECT PARCEL 4)
29. 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
30. 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.
(ITEMS 29 AND 30 AFFECT PARCEL 5)

## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

## Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.
(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 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 of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 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". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:
(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
(D) The Company must receive payment of the appropriate premium.
(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.
(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is 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: 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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

## JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;
and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.


# Commitment For Title Insurance Issued by Old Republic National Title Insurance Company 

NOTICE
IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

## 1. DEFINITIONS

(a)"Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "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, avenues, 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 to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g)"Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a)the Notice;
(b)the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d)Schedule A;
(e)Schedule B, Part I-Requirements; and
(f) Schedule B, Part II-Exceptions; and
(g)a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5 . The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

(a)The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
i. comply with the Schedule B, Part I-Requirements;
ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
iii. acquire the Title or create the Mortgage covered by this Commitment.
(b)The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e)The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
(g )In any event, the Company's liability is limited by the terms and provisions of the Policy.

## . LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a )Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b )Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d )The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e )Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $\$ 2,000,000$ or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111


This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## APO LIST

Vail Corp C/o
The Fixed Assets Department 390 Interlocken Cres STE 1000 Broomfield, CO 80021-8056

United States of America W 6th Ave. \& Kipling St Lakewood CO 80225-0546«Next Record»

Ernest and Loretta Lynn Atencio PO Box 832
Minturn CO 81645-0832«Next Record»

Leo and Della Vasquez
PO Box 547
Minturn CO 81645-0547

Steve Kiene and Tracy Anderson PO Box 871 Minturn CO 81645-0871

Scott and Carrie Newman PO Box 361
Minturn CO 81645-0361

Walter Valdez
PO Box 561
Minturn, CO 81645-0561«Next Record»

United States of America Forest Service
PO Box 948
Glenwood Springs CO 81602-0948
«Next Record»Phillip and Jennie Guerrero
PO Box 772
Minturn, CO 81645-0772

Michael and Emily Martinez PO Box 992
Minturn CO 81645-0992

Maverick Roger Conklin
PO Box 822
Minturn CO 81645-0822

Carey Anderson
3950 Fall Line Dr Unit 12

Daniel \& Heather MacArthur PO Box 927
Minturn CO 81645-0927«Next Record»

David Walls and Sarah Walls-Chimileski PO Box 453
Minturn CO 81645-0453

John and Holly Jo Sprackling PO Box 282
Red Cliff CO 81649-0282

H.K. Mooney<br>PO Box 73<br>Vail CO 81658-0073

## DECLARATIONS \& COVENANTS

# DECLARATION OF COVENANTS, CONDITIONS AND 

## RESTRICTIONS

## FOR

## BELDEN PLACE

After recording return to:
White Bear Ankele Tanaka \& Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122

## Table of Contents

ARTICLE 1. SUBMISSION/NAMES/DEFINED TERMS ..... 1
Section 1.1 Submission of Property ..... 1
Section 1.2 Name and Type. ..... 1
Section 1.3 Property .....  2
Section 1.4 Defined Terms .....  2
ARTICLE 2. PROPERTY RIGHTS IN THE COMMON ELEMENTS/EASEMENTS ..... 5
Section 2.1 Easement for Encroachments. ..... 6
Section 2.2 Blanket Easements. ..... 6
Section 2.3 Access ..... 6
Section 2.4 Owners' Easements of Enjoyment ..... 7
ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS ..... 7
Section 3.1 General Purposes and Powers of the Association ..... 7
Section 3.2 Authority of the Association. ..... 8
Section 3.3 Membership ..... 8
Section 3.4 Allocated Interests ..... 8
Section 3.5 Managing Agent. ..... 8
Section 3.6 Mechanic's Liens ..... 9
Section 3.7 Right to Notice ..... 9
Section 3.8 Indemnification ..... 9
Section 3.9 Disclaimer of Liability ..... 9
ARTICLE 4. BOARD OF DIRECTORS. ..... 9
Section 4.1 Authority of the Board of Directors ..... 9
Section $4.2 \quad$ Election of the Board of Directors During the Period of Declarant Control ..... 10
Section 4.3 Termination of the Period of Declarant Control ..... 10
ARTICLE 5. COVENANT FOR COMMON EXPENSE ASSESSMENTS ..... 10
Section 5.1 Creation of Lien and Personal Obligation to Pay Assessments ..... 10
Section 5.2 Basis of Assessments ..... 11
Section 5.3 Annual Assessment ..... 11
Section 5.4 Special Assessments ..... 11
Section 5.5 Individual Purpose Assessments ..... 11
Section 5.6 Application of Payments. ..... 12
Section 5.7 Effect of Non-Payment of Assessments. ..... 12
Section 5.8 Assignment of Rents ..... 13
Section 5.9 Lien Priority ..... 13
Section 5.10 Working Capital Fund. ..... 14
Section 5.11 Surplus Funds ..... 14
ARTICLE 6. ARCHITECTURAL REVIEW ..... 14
Section 6.1 Composition of the Architectural Review Committee and Appointment ..... 14
Section 6.2 Architectural Review Requirements; Authority of the Architectural Review Committee. ..... 14
Section 6.3 Design Guidelines ..... 15
Section 6.4 Procedures ..... 15
Section 6.5 Vote and Appeal ..... 15
Section 6.6 Commencement and Completion of Construction. ..... 16
Section 6.7 Inspection of Work ..... 16
Section 6.8 Variances ..... 16
Section 6.9 Waivers. ..... 16
Section 6.10 Liability ..... 16
Section 6.11 Declarant's Exemption ..... 17
ARTICLE 7. MAINTENANCE AND SERVICE RESPONSIBILITIES ..... 17
Section 7.1 Association Maintenance and Service Responsibilities. ..... 17
Section 7.2 Owner's Maintenance Responsibility ..... 18
Section 7.3 Inspection, Repair and Replacement of Designated Owner Maintenance Components ..... 19
Section 7.4 Owner's Negligence ..... 20
ARTICLE 8. INSURANCE ..... 20
Section 8.1 Insurance to be Carried by the Association ..... 20
Section 8.2 Real Property Insurance on the Common Area. ..... 20
Section 8.3 Association Flood Insurance. ..... 21
Section 8.4 Liability Insurance. ..... 21
Section 8.5 Fidelity Insurance. ..... 21
Section 8.6 Workers Compensation. ..... 21
Section 8.7 Director and Officer Liability Insurance ..... 21
Section 8.8 Other Insurance. ..... 22
Section 8.9 Miscellaneous Terms Governing Insurance Carried by the Association. ..... 22
Section 8.10 Insurance Obtained by Owners. ..... 22
Section 8.11 Insurance Premium. ..... 23
Section 8.12 Managing Agent Insurance. ..... 23
Section 8.13 Waiver of Claims Against Association. ..... 23
Section 8.14 Adjustments by the Association. ..... 23
Section 8.15 Duty to Repair. ..... 23
Section 8.16 Condemnation and Casualty Insurance Allocations and Distributions. ..... 23
Section 8.17 Responsibility for Payment of Deductible Amount. ..... 23
Section 8.18 Insurance Assessments. ..... 24
Section 8.19 Association as Attorney-in-Fact. ..... 24
ARTICLE 9. USE RESTRICTIONS ..... 24
Section 9.1 Application of the Covenants and Restrictions. ..... 24
Section 9.2 Authority. ..... 24
Section 9.3 Use/Occupancy. ..... 25
Section 9.4 Leasing and Occupancy ..... 26
Section 9.5 Restrictions on Pets. ..... 27
Section 9.6 Antennae. ..... 27
Section 9.7 Tanks. ..... 28
Section 9.8 Nuisances. ..... 28
Section 9.9 Vehicular Parking, Storage, and Repairs. ..... 28
Section 9.10 Use of Common Area. ..... 29
Section 9.11 No Annoying Lights, Sounds or Odors ..... 29
Section 9.12 No Hazardous Activities. ..... 30
Section 9.13 Restrictions on Clotheslines and Storage. ..... 30
Section 9.14 Restrictions on Flags, Signs and Advertising Devices. ..... 30
Section 9.15 Outbuildings ..... 30
Section 9.16 Trash Removal Restriction. ..... 30
Section 9.17 Maintenance of Grade and Drainage. ..... 30
Section 9.18 Rules and Regulations. ..... 31
Section 9.19 Use of the Words "Belden Place" and "Belden Place Owners Association, Inc." ..... 31
ARTICLE 10. DISPUTE RESOLUTION PROCEDURES ..... 31
Section 10.1 Definitions Applicable to this Article 10 ..... 31
Section 10.2 Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation ..... 32
Section 10.3 Commencement or Pursuit of Claim Against Bound Party. ..... 32
Section 10.4 Claims ..... 33
Section 10.5 Mandatory Procedure ..... 33
Section 10.6 Award ..... 35
ARTICLE 11. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS ..... 35
Section 11.1 Development Rights. ..... 35
Section 11.2 Special Declarant Rights. ..... 35
Section 11.3 Exercise of Development Rights or Special Declarant Rights. ..... 36
Section 11.4 Addition of Real Estate. ..... 36
Section 11.5 Subdivision or Replatting of Lots ..... 37
Section 11.6 Rights Transferrable/Rights Transferred. ..... 37
Section 11.7 No Further Authorizations Needed ..... 37
ARTICLE 12. MISCELLANEOUS AND GENERAL PROVISIONS ..... 37
Section 12.1 Compliance and Enforcement. ..... 37
Section 12.2 Covenants to Run. ..... 39
Section 12.3 Termination. ..... 39
Section 12.4 Attorney Fees ..... 39
Section 12.5 Amendment of Declaration by Owners. ..... 39
Section 12.6 Amendment of Declaration by Declarant. ..... 39
Section 12.7 Required Consent of Declarant to Amendment. ..... 40
Section 12.8 Cooperation with Other Associations or Districts. ..... 40
Section 12.9 Registration of Mailing Address. ..... 40
Section 12.10 Interpretation. ..... 40
Section 12.11 Singular Includes the Plural. ..... 41
Section 12.12 Captions. ..... 41
Section 12.13 Non-Waiver. ..... 41
Section 12.14 Conflict of Provisions. ..... 41
Section 12.15 Severability. ..... 41
ARTICLE 13. DISCLOSURES ..... 41
Section 13.1 No Liability for Condition of the Property/Nuisances/Hazards Associated with Adjacent Lands ..... 41
Section 13.2 Land Use Documents ..... 42
Section 13.3 View Impairment. ..... 42
Section 13.4 Disruption from Development and Construction ..... 42
Section 13.5 Separate Ownership of Surface and Subsurface Rights ..... 43
Section 13.6 Safety and Security ..... 43

# 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 $\qquad$ day of
$\qquad$ , 20 $\qquad$ 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.
(1) "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 seventyfive 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.
(11) "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 11, Section 11.4 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. Additionally, an easement is hereby granted to the Association, its officers, agents, and employees to enter in or cross over the exterior portion of Lot 18, as shown on the Plat for the purpose of the operation, installation, maintenance, repair, and replacement of the entry sign and related landscaping installed thereon. Further, an easement is hereby granted to the Association, its officers, agents, and employees to utilize the easement area on Lot 17, as shown on the Plat, for the purposes set forth thereon.
(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 sixtyseven 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 Units 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 thirtythree and one-third percent ( $331 / 3 \%$ ) 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-ofway, 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. Additionally, the Association shall be responsible to maintain, repair, replace, and keep in good order the entry sign and related landscaping located on

Lot 18 , the sidewalks constructed within the $5^{\prime}$ pedestrian easements as shown on the Plat, and any common parking areas constructed within any parking easements shown on the Plat.
(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 MultiFamily Building are maintained, repaired and/or replaced in such a uniform and consistent manner.
(d) In relation to maintenance of any landscaping that is the obligation of an Owner or a Condominium Association, the Association may adopt rules regulating the times during which Owners or any Condominium Association may water any irrigated landscaping which is the maintenance obligation of such Owner or Condominium Association. Further, each Owner and Condominium Association acknowledge that, during times of drought or otherwise, the Town of Minturn may impose watering restrictions which may be more restrictive than those generally imposed by the Association, which may be enforced by the Town of Minturn.

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. INSURANCE

Section 8.1 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 8.2 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 8.3 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 8.4 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 8.5 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 8.6 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 8.7 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 8.8 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 8.9 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 8.10 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 8.11 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 8.12 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 8.13 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 8.14 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 8.18 of this Declaration.

Section 8.15 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 8.16 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 8.17 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 8.18 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 8.19 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 9. USE RESTRICTIONS

Section 9.1 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. Owners acknowledge that the Property is subject to Belden Place PUD Guide \& Attainable Housing Program, approved by the Town of Minturn, Colorado on $\ldots$, as well as such other zoning or other codes or regulations adopted by the Town of Minturn, all of which are subject to enforcement by the Town of Minturn. The provisions of this Declaration may place additional or more restrictive provisions on the Property than the same, and to the extent of any contradictions, the more restrictive provisions shall control.

Section 9.2 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 9.3 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.

Notwithstanding the above, however, Single Family Detached Lots may be used for a home-based day care business, subject to all applicable licensing requirements of the State of Colorado, the Town of Minturn, and/or Eagle County; provided, however, that no signage or advertisement regarding such day care business may be displayed on the Unit. For purposes of this section a home-based day care business is defined as 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 sixty-five (65) years or older, none of whom are related to the owner, operator or manager thereof; whether such facility is operated with or without compensation for such care.

Section 9.4 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 9.5 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 $\operatorname{dog}(\mathrm{s})$, 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 9.6 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 9.7 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 9.8 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 9.9 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, work trailers, one-ton trucks or larger, 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 9.10 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 9.11 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 9.12 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 9.13 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 9.14 Restrictions on Flags, Signs and Advertising Devices. The display of flags and signs is permitted in accordance with CCIOA and the Design Guidelines. 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 9.15 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 9.16 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 9.17 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 9.18 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 9.19 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 10. DISPUTE RESOLUTION PROCEDURES

Section 10.1 Definitions Applicable to this Article 10. For purposes of this Article 10 only, the following terms have the meanings set forth in this Section 10.1:
(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 10. Notwithstanding the foregoing, "Bound Party" does not include any of the parties identified in this subsection 10.1(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 10.
(c) "Claimant" means any Bound Party having a Claim.
(d) "Claim" means, except as exempted by the terms of this Article 10, 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 10.5(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 10.2 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 10.5 of this Declaration.
(b) By acceptance of a deed to a Unit, each Owner agrees to abide by the terms of this Article 10.
(c) Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article 10.

Section 10.3 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 10.
(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 10.4 Claims. Unless specifically exempted below, all Claims between any of the Bound Parties are subject to the provisions of this Article 10. Notwithstanding the foregoing, unless all Parties otherwise agree, the following are not Claims and shall not be subject to the provisions of this Article 10:
(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 10.5 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 10.5(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 10. 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 10.5(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 10.6 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 11. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 11.1 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 11.4 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 11.2 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 11.3 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 11.4 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 11.5 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 11.6 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 11.7 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 12. MISCELLANEOUS AND GENERAL PROVISIONS

## Section 12.1 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 12.2 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 12.3 Termination. Termination of the common interest community crated hereby shall be in accordance with CCIOA.

Section 12.4 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 12.5 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 12.6 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 12.7 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 10 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 12.8 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 12.9 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 12.10 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 12.11 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 12.12 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 12.13 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 12.14 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 12.15 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 13. DISCLOSURES

Section 13.1 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 13.2 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 13.3 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 13.4 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 13.5 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 13.6 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 $\qquad$ , 20 $\qquad$ .

## DECLARANT:

MINERS BASE CAMP LLC,
a Colorado limited liability company

By:
Name: $\qquad$
Title: $\qquad$
STATE OF COLORADO ) )ss.
COUNTY OF $\qquad$ ) day of as , 20_, by of Miners Base Camp LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: $\qquad$

Notary Public

## EXHIBIT A

## DESCRIPTION OF PROPERTY

## COMMON AREA

Tracts A-D, as shown on the Final Plat of Belden Place P.U.D., recorded in the real property records of the Clerk and Recorder of Eagle County, Colorado on __, 20_, at Reception Number
$\qquad$ .

## EXHIBIT B

## ANNEXABLE AREA

Lots 1 through 27, inclusive, as shown on the Final Plat of Belden Place P.U.D., recorded in the real property records of the Clerk and Recorder of Eagle County, Colorado on $\qquad$ , 20 $\qquad$ at Reception Number $\qquad$ , and depicted below:


## EXHIBIT C

## EASEMENTS AND LICENSES OF RECORD

BYLAWS

## BYLAWS

## OF

## BELDEN PLACE OWNERS ASSOCIATION, INC.

## BELDENOPLACE

## 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 coowners 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 $4.2 \quad$ 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 ( $331 / 3 \%$ ) 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;
(1) 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, $\qquad$ , 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 $\qquad$ , 20 $\qquad$ .

By:
Name: $\qquad$
Title: Secretary

## ARTICLES OF INCORPORATION

## ARTICLES OF INCORPORATION <br> OF <br> 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 $\qquad$ day of $\qquad$ , 20 $\qquad$ .

[^1]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 )

COUNTY OF

The foregoing was acknowledged before me by $\qquad$ on this $\qquad$ day of $\qquad$ , 20 $\qquad$

Witness my hand and official seal.

Notary Public

My commission expires: $\qquad$

## PARTY-WALL

## PARTY WALL DECLARATION <br> (BELDEN PLACE)

This PARTY WALL DECLARATION (BELDEN PLACE) (the "Declaration") is made and entered into this $\qquad$ day of $\qquad$ , 2021 by Miners Base Camp LLC, a Colorado limited liability company (the "Declarant").

## RECITALS

A. The Declarant is the owner of the real property located in Eagle County, Colorado, as described on Exhibit A, attached hereto and incorporated herein (the "Property").
B. The Property is or will be subject to the covenants, conditions, restrictions and easements contained in the Declaration of Covenants, Conditions and Restrictions for Belden Place, recorded in the real property records of Eagle County, Colorado on $\qquad$ , at Reception No. $\qquad$ (the "HOA Declaration").
D. The Declarant desires to subject the Property to the covenants, conditions, easements, and restrictions as more fully set forth in this Declaration.
E. This Declaration does not create a common interest community as defined in the Colorado Common Interest Ownership Act (§38-33.3-101, et. seq., C.R.S., as may be amended).

## DECLARATION

The Declarant declares that the Property is subject to this Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, and altered subject to the terms contained in this Declaration. The terms of this Declaration touch and concern the Property, and (a) run with the land, (b) benefit and burden the Property as an equitable servitude, (c) bind all Persons having or acquiring any interest in the Property or any part of the Property, (d) inure to the benefit of and bind every part of the Property and every interest in the Property, and (e) inure to the benefit of and are enforceable by the Owners.

## ARTICLE 1. DEFINITIONS

## Section 1.1 Attached Residential Unit

"Attached Residential Unit" shall mean an individual residential dwelling unit constructed on a Lot, and which is within a Multi-Family Building, each of which are separated from at least one other residential dwelling unit by a Party Wall.

## Section 1.2 Lot.

"Lot" shall mean each platted lot shown on any recorded plat of the Property, as the same may be resubdivided or replatted from time to time, and including the Attached Residential Unit and all other improvements constructed or installed thereon.

## Section 1.3 Multi-Family Building.

"Multi-Family Building" shall mean each Multi-Family Building constructed on any of the Lots containing Attached Residential Units, and shall include the Party Walls and other related improvements constructed and located upon such Lots.

## Section 1.4 Owner.

"Owner" shall mean the fee simple title holder of a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. If there is more than one fee simple holder of title, "Owner" includes each such person jointly and severally.

## Section 1.5 Party Wall.

"Party Wall" shall mean an interior wall, including the foundation wall, within a MultiFamily 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.

## Section 1.6 Person.

"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.

## ARTICLE 2. PARTY WALLS

## Section 2.1 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 2.2 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. If an Owner fails to reimburse the Owner
who performed such repair, replacement, or maintenance within thirty (30) days after the date of written demand accompanied by invoices showing the cost incurred by the Owner performing such repair, replacement, or maintenance, then the Owner who performed such repair, replacement, or maintenance shall be entitled to pursue any legal or equitable rights available, and such Owner shall be entitled file and record a lien in the in the Office of the Clerk and Recorder of the City and County of Denver, Colorado encumbering the defaulting Owner's Lot, and to judicially foreclose such lien, as a mortgage, in accordance with the applicable laws of the State of Colorado.

## Section 2.3 Protection of Party Walls.

No Party Wall shall be materially altered or changed. No Owner shall have the right to destroy, remove, or make any structural changes to a Party Wall which would jeopardize the structural improvements in or on any Attached Residential Unit sharing the Party Wall or on the Lots on which such Attached Residential Units are constructed. No Owner shall subject a Party Wall to the insertion or placement of timbers, beams, or other materials in such a way as to adversely affect the Party Wall's structural integrity or sound insulating qualities. No Owner shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the Owner of the adjacent Attached Residential Unit. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a 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, to the extent that such damage is not covered and paid by insurance.

## Section 2.4 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, the Owner of either Attached Residential Unit which shares the Party Wall may restore it, and if the other Owner thereafter makes use of the Party Wall, such other 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 to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. If an Owner fails to reimburse the Owner who performed restoration within thirty (30) days after the date of written demand accompanied by invoices showing the cost incurred by the Owner performing such restoration, then the Owner who performed such restoration shall be entitled to pursue any legal or equitable rights available, and such Owner shall be entitled file and record a lien in the in the Office of the Clerk and Recorder of Eagle County, Colorado encumbering the defaulting Owner's Lot, and to judicially foreclose such lien, as a mortgage, in accordance with the applicable laws of the State of Colorado.

## Section 2.5 Liability for Negligence.

Notwithstanding anything to the contrary contained in this Declaration, if the need for maintenance, repair, restoration, and/or reconstruction of a Party Wall is caused by the act or omission of any Owner, any member of such Owner's family, or by a tenant, guest, or invitee of such Owner, the costs of the necessary maintenance, repair, restoration, and/or reconstruction shall
be the personal obligation of such Owner. If such Owner fails to reimburse the Owner of the Attached Residential Unit who incurs the cost for such maintenance, repair, restoration, and/or construction within thirty (30) days after the date of written demand accompanied by invoices showing the cost incurred by the Owner performing such maintenance, repair, restoration and/or reconstruction, then the Owner who performed such maintenance, repair, restoration, and/or reconstruction shall be entitled to pursue any legal or equitable rights available, and such Owner shall be entitled file and record a lien in the in the Office of the Clerk and Recorder of Eagle County, Colorado encumbering the defaulting Owner's Lot, and to judicially foreclose such lien, as a mortgage, in accordance with the applicable laws of the State of Colorado.

## Section 2.6 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 3. INSURANCE

## Section 3.1 Insurance Requirements.

Each Owner shall obtain and continuously maintain in effect insurance that, at a minimum, complies with the following requirements:
3.1.1 Property Insurance. Insurance against loss or damage by fire and such other hazards as are normally covered under "standard" coverage that is in no event less than the full insurable replacement cost (with appropriate coverage for the costs of inflation) of the Attached Residential Unit and other improvements constructed on the Lot that provides for (i) loss or damage by fire and other hazards covered by standard extended coverage endorsements and (ii) debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.
3.1.2 Liability Insurance. Comprehensive liability insurance insuring against liability due to bodily injury and property damage, written on an occurrence basis with policy limits of not less than $\$ 250,000$ per occurrence, covering all claims for bodily injury and/or property damage, including contractual coverage for the Owner's agreement to indemnify the Owners of the other Attached Residential Units in the Multi-Family Building.
3.1.3 Personal Property and Other Insurance. Each Owner may obtain additional insurance, at their own expense, insuring personal property, loss of rents, personal liability, and such other risks, and in such amounts, as an Owner deems necessary or desirable
3.1.4 Requirements for Liability and Property Insurance. Each Owner in a MultiFamily Building shall (i) cause its liability insurance policy to name the Owners of the other Attached Residential Units in such Multi-Family Building as additional insureds, (ii) obtain a provision in their respective insurance policies to provide for thirty (30) days' prior notice to the Owners of the other Attached Residential Units in the Multi-Family

Building before cancellation or modification of such policy, (iii) within thirty (30) days of written request by any Owner of an Attached Residential Unit in the Multi-Family Building, the Owners of the other Attached Residential Units in the Multi-Family Building shall provide the requesting Owner with evidence of the insurance required to be carried by the Owners pursuant to this Article 3, and (iv) to the extent available at a commercially reasonable price, each Owner shall cause its insurer to issue appropriate endorsements to all policies of insurance carried in connection with the Owner's Lot reflecting the waiver of subrogation rights set forth in Section 7.3 of this Declaration.
3.1.5 Jointly Acquired Insurance. Nothing contained in this Article 3 shall prevent two or more Owners from jointly acquiring a single "master" or "blanket" policy to cover two or more adjoining Attached Residential Units owned by such Owners as to any one or more of the hazards required to be covered by this Article, or prevent any Owner from cooperating with other Owners in an attempt to acquire such policies, acquire coverage form the same carriers, or otherwise coordinating their efforts to minimize costs of coverage, deductibles, administrative difficulties, or other matters.

## ARTICLE 4. MAINTENANCE

## Section 4.1 General Maintenance Obligation.

Each Lot and all improvements constructed or installed thereon, including without limitation the Attached Residential Unit constructed thereon, the portion of the common roof of the Multi-Family Building covering the Attached Residential Unit on the Lot, and all landscaping on the Lot, shall at all times be well kept in a clean condition and good state of repair by the Owner of such Lot. Exterior maintenance of each Lot and the Attached Residential Unit constructed thereon, including but not limited to, painting, repairing, replacing, and maintaining roofs, gutters, fences, sprinkler systems, down spouts, exterior building surfaces, decks, porches, trees, shrubs, grass, walks, stairways, and driveways, shall be the obligation of the Owner of such Lot. Each Owner shall maintain the exterior of his respective Lot and Attached Residential Unit in a manner representative of a property of the value of the Lot and the Property. Because the Attached Residential Units in each Multi-Family Building are attached via Party Walls, and the exterior materials and colors used on each individual Attached Residential Unit within a Multi-Family Building were designed to coordinate and complement one another, careful consideration must be given by the Owners of each Attached Residential Unit in each Multi-Family Building to maintaining the overall appearance of any particular Multi-Family Building. The Owners of each Attached Residential Unit in each Multi-Family Building shall endeavor to coordinate the maintenance, repair and/or replacement of the exterior building surfaces of such Attached Residential Units in order to maintain a consistent and uniform exterior appearance.

## Section 4.2 Cooperation.

The Owners of all Attached Residential Units in a Multi-Family Building shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of the periodic reasonable repair, maintenance, reconstruction, and replacement of exterior improvements to the extent such activities affect more than one Attached Residential Unit in the Multi-Family Building.

## Section 4.3 Remedies.

If an Owner fails to perform its maintenance obligations under this Article, then after thirty (30) days' prior written notice signed by the Owner(s) the other Attached Residential Units within the Multi-Family Building, which notice specifies the needed maintenance or repairs, the Owner(s) giving notice is/are entitled, but not obligated, to enter upon the Lot of the defaulting Owner and to undertake such specified repairs or have such maintenance performed, and the defaulting Owner shall be personally liable for the cost of such maintenance or repairs. If the defaulting Owner fails to reimburse the Owner(s) who performed such maintenance or repairs within thirty (30) days after the date of written demand accompanied by invoices showing the cost incurred by the Owner(s) performing such maintenance or repairs, then the Owner(s) who performed such maintenance or repairs shall be entitled to pursue any legal or equitable rights available, and each such Owner shall be entitled file and record a lien in the in the Office of the Clerk and Recorder of Eagle County, Colorado encumbering the defaulting Owner's Lot, and to judicially foreclose such lien, as a mortgage, in accordance with the applicable laws of the State of Colorado.

## Section 4.4 Compliance.

All repair, maintenance, reconstruction, and/or replacement work completed under this Article 4 must conform with and meet applicable governmental building and safety codes, and it is the obligation of the Owner performing such work, or causing such work to be performed, to assure conformance. Further, all Owners acknowledge that the HOA Declaration may require that Owners obtain the approval of the design review committee established thereunder prior to the making certain improvements to Lots. It is the obligation of the Owner performing any work or causing any work to be performed on his Lot to obtain any required approvals from any such design review committee as required by the HOA Declaration.

## Section 4.5 Mechanic's Liens.

No labor performed and/or materials furnished for use and incorporated on any Lot or in any Attached Residential Unit with the consent or at the request of the Owner thereof, or for use and incorporated in any Party Wall with the consent of or at the request of the Owner of an Attached Residential Unit, or any such Owner's tenant, agent, contractor or subcontractor, shall be the basis for filing a lien against the Lot and/or Attached Residential Unit of any other Owner not expressly consenting to or requesting the same. All such costs and expenses associated with the filing of any such lien shall be the responsibility and liability of the Owner causing such labor, services and/or materials to be performed and/or furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against any liability or loss arising from the claim of any mechanic's lien against the Lot or Attached Residential Unit of any other Owner for labor performed and/or materials furnished in the work on the first Owner's Lot and/or Attached Residential Unit.

Notice is hereby given that the right and power to charge any Lot or Attached Residential Unit with a lien or encumbrance of any kind against one Lot or Attached Residential Unit for
construction, labor, or materials performed or furnished or incorporated into another Lot or Attached Residential Unit is hereby denied.

## ARTICLE 5. EASEMENTS

## Section 5.1 Easement for Support.

The Owner of each Attached Residential Unit within each Multi-Family Building shall have an easement on, over and across the Lots on which the other Attached Residential Units within that Multi-Family Building are constructed for horizontal and lateral support of the Owner's Attached Residential Unit.

## Section 5.2 Easement for Encroachments.

Each Lot and Attached Residential Unit shall be subject to an easement for encroachments created by the original construction of the Attached Residential Units, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any Multi-Family Building is partially or totally destroyed, and then rebuilt, the Owners of the Attached Residential Units so affected agree that minor encroachments of parts of the adjacent Attached Residential Unit(s) due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

## Section 5.3 Easement for Party Walls.

Each Owner, his agents and contractors, are granted a non-exclusive easement for the purpose of maintenance, construction, reconstruction and repair, in, over, under and upon the adjacent Lot(s) and in and upon the adjacent Attached Residential Unit(s) for purposes of Party Wall maintenance and repair, in accordance with Article 2 of this Declaration, upon reasonable notice to the affected Owners of the adjacent Lots(s) and Attached Residential Unit(s). Any damage occasioned to the adjacent Lot(s) or improvements thereon, including the Attached Residential Unit(s) thereon, in exercising this easement, shall be the responsibility of the Owner whose negligent or wrongful acts or omissions caused the damage.

## Section 5.4 Easement for Maintenance.

An easement is hereby granted to each Owner, including its agents, employees and contractors, to enter in or cross over the exterior portion of any adjacent Lot to perform the maintenance obligations of such Owner as set forth in Article 4 of this Declaration. For the purpose of performing such maintenance obligations each Owner, through its duly authorized agents, contractors, employees, shall have the right, after reasonable notice to the Owner or occupants of the affected adjacent Lots, and during regular business hours, to enter upon the exterior portions of such adjacent Lots, and such entry shall not be deemed a trespass. In emergency situations, the Owner, or its agents, contractors or employees, may enter without notice at any time, but the Owner or occupants of the affected adjacent Lots shall be notified as soon as reasonably possible thereafter.

## Section 5.5 Easement for Utilities.

Additionally, each Attached Residential Unit within a Multi-Family Building may be serviced by utility lines which are installed or located on or over the other Lots on which such Multi-Family Building is constructed (each Lot serviced by such utility lines is referred to herein as a "Benefitted Lot" and each other Lot over which such lines are installed or located is referred to herein as a "Burdened Lot"). Each Owner of a Benefitted Lot, his agents and contractors, are granted a non-exclusive easement in, over, under and upon the Burdened Lot(s) upon which such utility lines are located or installed for the purposes of maintenance, repair and replacement of any utility lines exclusively serving the Benefitted Lot which are installed or located on such Benefitted Lot(s), upon reasonable notice to the Owners of the Burdened Lot(s). Any damage occasioned to any Burdened Lot or improvements thereon in exercising the easements granted in this Section 5.5 shall be the responsibility of the Owner whose negligent or wrongful acts or omissions caused the damage.

## ARTICLE 6. CASUALTY

## Section 6.1 Loss Affecting a Single Attached Residential Unit.

If a single Lot or Attached Residential Unit suffers damage or loss as the result of fire, natural disaster, weather, or other casualty, which does not affect any Party Wall or any adjacent Attached Residential Unit(s) or Lot(s), then the Owner of such damaged Lot or Attached Residential Unit shall promptly commence, and diligently prosecute to completion, the work necessary to restore such damaged Lot or Attached Residential Unit to substantially the same condition as existed before the loss, and pay the cost of such work from the proceeds of insurance or otherwise.

## Section 6.2 Loss Affecting More than One Attached Residential Unit.

If more than one Attached Residential Unit in a Multi-Family Building suffers damage or loss as the result of fire, natural disaster, weather, or other casualty, then the Owners of the affected Attached Residential Units shall jointly and promptly commence, and diligently prosecute to completion, the work necessary to restore the damaged Attached Residential Units to substantially the same condition as existed before the loss. The affected Owners shall cooperate and work with each other in scheduling work necessary to restore the Attached Residential Units, and each Owner shall be responsible for the costs related to the work on each Owner's Attached Residential Unit from the proceeds of insurance or otherwise.

## ARTICLE 7. GENERAL PROVISIONS

## Section 7.1 Amendment.

Except as otherwise provided in this Declaration, the terms, provisions, covenants, and restrictions of this Declaration may be amended, modified, or terminated by an instrument signed by the Owners of not less than sixty-seven percent (67\%) of the Lots (which each Lot having one "vote"); provided, however, that at all times that the Declarant owns any Lots, no such amendment,
modification, or termination shall be effective unless also signed by the Declarant. Any amendment shall be recorded in the office of the Clerk and Recorder of Eagle County, Colorado.

## Section 7.2 Right of Withdrawal.

The Declarant reserves the right to withdraw the Property, or any portion thereof, including one or more Lots, from this Declaration, so long as the Declarant owns the portion of the Property to be withdrawn. Each withdrawal, if any, may be affected by the Declarant recording a withdrawal document in the records of the Clerk and Recorder of Eagle County, Colorado. A withdrawal pursuant to this Section constitutes a divestiture, withdrawal, and deannexation of the withdrawn property from this Declaration so that, from and after the date of recording of a withdrawal document, the property so withdrawn shall not be part of the Property.

## Section 7.3 Indemnification; Waiver of Subrogation Rights.

Each Owner shall defend and indemnify each of the other Owners and their respective assigns, heirs, representatives, and successors from and against all claims arising out of, or based upon, or resulting from (i) a mechanic's lien or other claim based on work performed on the Lot of, or at the request of, an Owner, or (ii) the negligence or willful misconduct of an Owner, or such Owner's family, or by a tenant, guest, or invitee of such Owner. Notwithstanding the foregoing, the obligation of an Owner to defend or indemnify shall not include any claim to the extent such claim results from, or is caused by, the negligence or willful misconduct of the Owner or Person claiming indemnification. To the fullest extent permitted without voiding any insurance required to be carried by any Owner, each Owner waives any and all rights of indemnification from, or recovery again, the other Owners for any claim arising from any cause covered by any insurance required to be carried by the Owners pursuant to this Declaration or any other insurance actually carried by an Owner.

## Section 7.4 Attorneys Fees.

In a legal proceeding in any way related to the enforcement of any of the covenants, conditions, easements, or restrictions contained in this Declaration, 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.

## Section 7.5 Notices.

Any notice or demand intended to be served upon an Owner shall be sent by registered or certified mail, postage prepaid, addressed in the name of the Owner at such address as maintained by the assessor of Eagle County, Colorado for the purpose of property tax notices. In the alternative, notices may be delivered, if in writing, personally to an Owner.

## Section 7.6 Severability.

If any of the provisions of this Declaration or any paragraph sentence, clause, phrase or word, or the application thereof in any circumstances shall be invalid or invalidated, such invalidity
shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

## Section 7.7 Use of Singular and Plural.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

## Section 7.8 Covenants Run with the Land.

The covenants and restrictions of this Declaration shall run with and bind the Lots and shall inure to the benefit of and be enforceable by the Owners of the Lots, their respective legal representatives, heirs, successors, and assigns in perpetuity from the date this Declaration is recorded.

## Section 7.9 No Merger.

Notwithstanding that the Declarant currently holds title to all of the Lots and to any easements which the Declarant has herein declared, created, reserved, granted and acknowledged for the benefit the Lots and the successors in interest to the Lots, any such commonality of interest shall not result in or cause any merger, extinguishment or termination, in whole or in part, of any provisions of this Declaration or the easements herein declared, created, reserved and granted; it being intended by Declarant, for the benefit of the Lots, that the terms of this Declaration not be merged by virtue of common ownership interests to any extent, but instead that such terms be and remain in full force and effect upon and following the making and recording of this Declaration.

## Section 7.10 Governing Law.

This Declaration shall be construed and governed under the laws of the State of Colorado.

## Section 7.11 Headings and Construction.

All article, section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of the terms of this Declaration or any of the provisions hereof.
[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this $\qquad$ day of , 2021.

## DECLARANT:

MINERS BASE CAMP LLC, a Colorado limited liability company

By:
Name
Title:
$\qquad$
$\qquad$

## STATE OF COLORADO ) <br> COUNTY OF <br> $\qquad$ )ss.

The foregoing instrument was acknowledged before me this $\qquad$ day of , 20 _, by of Miners Base Came LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: $\qquad$

Notary Public

## EXHIBIT A

## THE PROPERTY

Lots 2/3 (Duplex), 5/6 (Duplex), 8/9 (Duplex), 10/11 (Duplex), 12/13/14 (Triplex), 21/22/23/24/25 (Multi-Family 5-Plex), as shown on the Final Plat of Belden Place P.U.D., recorded in the real property records of the Clerk and Recorder of Eagle County, Colorado on $\qquad$ , 20 $\qquad$ , at Reception Number $\qquad$ , and depicted below:


TAXES

## Account: R041912

Property Information:
000046 VISTA BARRANCO
MINTURN AREA 0
Subdivision: DURAN SUBDIVISION Lot: 2 BK-0657
PG-0156 MAP 12-14-94
Parcel: 210335106002

## Taxes Due:

| Year | Status | Taxes | Fees | Paid | Interest <br> Due | Total <br> Due | Pay? |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 2020 | Paid | $\$ 1,912.76$ | $\$ 0.00$ | $\$ 1,912.76$ | $\$ 0.00$ | $\$ 0.00$ |  |

## Convenience fees:

Credit Card - 2.5\% with $\$ 2.00$ minimum
Electronic Check (echeck/ach) - \$1.00
$\leftarrow$ Try another search
\$ View payment history

Owner Information: MINERS BASE CAMP LLC

1000 ENTERPRISE DR ALLEN PARK, MI 481013029

Not what you're looking for?
$\leftarrow$ Try another search
\$ View payment history
\% Interest Calculator

## Statutory Due Dates

1ST HALF Due Date: March 1
2ND HALF Due Date: June 15
FULL YEAR Due Date: April 30

Account: R041911

Property Information:
000078 VISTA BARRANCO
MINTURN AREA 0
Subdivision: DURAN SUBDIVISION Lot: 1 BK-0657
PG-0156 MAP 12-14-94
Parcel: 210335106001

## Taxes Due:

| Year | Status | Taxes | Fees | Paid | Interest <br> Due | Total <br> Due | Pay? |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 2020 | Paid | $\$ 2,586.72$ | $\$ 0.00$ | $\$ 2,586.72$ | $\$ 0.00$ | $\$ 0.00$ |  |

## Convenience fees:

Credit Card - 2.5\% with $\$ 2.00$ minimum
Electronic Check (echeck/ach) - \$1.00
$\leftarrow$ Try another search
\$ View payment history

Owner Information: MINERS BASE CAMP LLC

1000 ENTERPRISE DR ALLEN PARK, MI 481013029

Not what you're looking for?
$\leftarrow$ Try another search
\$ View payment history
\% Interest Calculator

## Statutory Due Dates

1ST HALF Due Date: March 1
2ND HALF Due Date: June 15
FULL YEAR Due Date: April 30

## Account: R041913

Property Information:
000030 VISTA BARRANCO
MINTURN AREA 0
Subdivision: DURAN SUBDIVISION Lot: 3 BK-0657
PG-0156 MAP 12-14-94 720014 QCD 01-05-00
Parcel: 210335106003

## Taxes Due:

| Year | Status | Taxes | Fees | Paid | Interest <br> Due | Total <br> Due | Pay? |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 2020 | Paid | $\$ 5,979.48$ | $\$ 0.00$ | $\$ 5,979.48$ | $\$ 0.00$ | $\$ 0.00$ |  |

## Convenience fees:

Credit Card - 2.5\% with $\$ 2.00$ minimum
Electronic Check (echeck/ach) - \$1.00
$\leftarrow$ Try another search
\$ View payment history

Owner Information: MINERS BASE CAMP LLC

1000 ENTERPRISE DR ALLEN PARK, MI 481013029

Not what you're looking for?
$\leftarrow$ Try another search
\$ View payment history
\% Interest Calculator

## Statutory Due Dates

1ST HALF Due Date: March 1
2ND HALF Due Date: June 15
FULL YEAR Due Date: April 30

## Account: R004570

## 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 PG0263 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

## Taxes Due:

| Year | Status | Taxes | Fees | Paid | Interest <br> Due | Total <br> Due | Pay? |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 2020 | Paid | $\$ 2,109.44$ | $\$ 0.00$ | $\$ 2,109.44$ | $\$ 0.00$ | $\$ 0.00$ |  |

[^2]
## Statutory Due Dates

1ST HALF Due Date: March 1
2ND HALF Due Date: June 15
FULL YEAR Due Date: April 30
Not what you're looking for?
$\leftarrow$ Try another search
\$ View payment history
\% Interest Calculator

## Account: R004730

Property Information:
001207 MAIN
MINTURN AREA 0
Subdivision: SOUTH MINTURN ADDITION Lot: 29 BK0189 PG-0409 QCD 06-15-67 BK-0267 PG-0397 MAP
03-01-78 BK-0325 PG-0248 WD 06-09-81
Parcel: 210335101038

Taxes Due:

| Year | Status | Taxes | Fees | Paid | Interest <br> Due | Total <br> Due |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Paid $\$ 3,249.20$ $\$ 0.00$ $\$ 3,249.20$ $\$ 0.00$ $\$ 0.00$Where are my 2020 taxes going? (Show) |  |  |  |  |  |  |

[^3]
## Statutory Due Dates

1ST HALF Due Date: March 1
2ND HALF Due Date: June 15
FULL YEAR Due Date: April 30
Not what you're looking for?
$\leftarrow$ Try another search
\$ View payment history
\% Interest Calculator

## Account: R005920

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 BK0267 PG-0397 MAP 03-01-78 R200704483 QCD 02-
15-07
Parcel: 210335101041

Taxes Due:

| Year | Status | Taxes | Fees |
| :--- | :--- | :--- | :--- |
| 2020 | Paid | $\$ 2,282.40$ | $\$ 0.00$ |

Where are my 2020 taxes going? (Show)

## Statutory Due Dates

1ST HALF Due Date: March 1
2ND HALF Due Date: June 15
FULL YEAR Due Date: April 30

Owner Information: MINERS BASE CAMP LLC

1000 ENTERPRISE DR ALLEN PARK, MI 481013029
Paid Interest Total Pay?
Due Due
$\$ 0.00$

Not what you're looking for?
$\leftarrow$ Try another search
\$ View payment history
\% Interest Calculator

## Convenience fees:

Credit Card - $2.5 \%$ with $\$ 2.00$ minimum
Electronic Check (echeck/ach) - \$1.00
$\leftarrow$ Try another search
\$ View payment history

ERFPD EASEMENT VACATION

From: Michael Woodworth MWoodworth@eagleriverfire.org
Date: August 19, 2021 at 2:58 PM
To: Jena Skinner, AICP jskinner@jsdvail.com

## Thanks

## Sent from my iPhone

```
On Aug 19, 2021, at 12:07 PM, Jena Skinner, AICP <jskinner@jsdvail.com> wrote:
    Great! I will work around your schedule. I live in the }900\mathrm{ block, so I am right down the road.
Just let me know once you reorient when you get back after the 30th.
Otherwise, Wednesday, August 31st works for me.
Jena Skinner, AICP
Planner/Designer, JS Designs
970-331-9791
jskinner@jsdvail.com
www.jsdvail.com
Minturn, Colorado
<PastedGraphic-5.png>
On Aug 19, 2021, at 10:04 AM, Michael Woodworth <MWoodworth@eagleriverfire.org> wrote:
Vacate of easement has been approved by fire Chief and board. I will be back in town aug 30. Can you send me a time that I can
stop by and sign?
Mick
Sent from my iPhone
```


## EASEMENT VACATION

This Easement Vacation is entered into this $\qquad$ day of $\qquad$ of $20 \_$by and between: Miners Base Camp, LLC, addressed 1000 Enterprise Dr., Allen Park, MI 48101-3029 hereinafter referred to as Owner of Real Property (hereinafter, the "Owner") addressed as 0078 Vista Barranco, 0046 Vista Barranco, 0030 Vista Barranco and 1207 Main Street in Minturn, CO; and the Eagle River Fire Protection District, located in Minturn, CO 81645, (hereinafter, the "District").

## RECITALS

WHEREAS, the District agrees to vacate an Easement For Emergency And Municipal Vehicle Access ("Easement") as recorded at reception number 201117993; and

WHEREAS, upon vacation of the Easement by the District, the District shall have no further rights in the Easement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Vacation of Easement. The District does hereby agree to vacate and release that certain Easement reserved to the District in that certain document recorded at reception number 201117993 of the records of the Clerk and Recorder of Eagle County, Colorado, said easement having encumbered that real property described and identified in Exhibit A which is attached hereto and incorporated herein. From and after the date hereof, said easement shall be vacated, released, remised, and of no force and effect whatsoever.
2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement Vacation and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.
3. Recording. This Agreement shall be recorded in the official records of the Eagle County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Vacation by their respective duly authorized officers as of the date and year first above set forth.

## OWNER:

MINERS BASE CAMP, LLC
Print Name and Title

## STATE OF COLORADO)

COUNTY OF EAGLE ) ${ }^{\text {) ss. }}$
The foregoing instrument was acknowledged before me this day of by $\qquad$ as Authorized Representative of MINERS BASE CAMP, LLC.

Witness my hand and official seal.

My commission expires:

DISTRICT:

Eagle River Fire Protection District

Print Name and Title
STATE OF COLORADO )
() ss

COUNTY OF EAGLE )
The foregoing instrument was subscribed, sworn to and acknowledged before me this __ day of
$\qquad$
$\qquad$ of the EAGLE $\overrightarrow{\text { RIVER FIRE PROTECTION DISTRICT. }}$

Witness my hand and official seal.
My commission expires: $\qquad$

## Notary Public

## EXHIBIT A <br> Easement Vacation Owner's Property

That parcel of land described in that instrument recorded under Reception Number 201117993 of the records of Eagle County, Colorado.

## (Excerpt Of Document)

 Benvae Verious Access Easemene



 bet, to he souitnely tianoe of t02 61 tort tence Nis' ar ore a ortaining 0.05 zons.

 Courty Collorats boing nore paticintysesolted ne fillove






## EAGLE VALLEY LAND TRUST LETTER

## Board of Directors

 Dr. Tom Steinberg, In MemoriamTom Edwards, Emeritus
Dan Godec, Emeritus
Christina Lautenberg, President
Chris Fedrizzi, Vice President
Andrew Larson, Treasurer
Susan Johnson, Secretary
Todd Biekkola
Adriana Bombard, PhD
Kelly Bronfman
Anni Davis
Eric Eves
Hatsie Hinmon
Scot Hunn
Neal Kimmel
Tina Nielsen
David Schlendorf
T.J. Voboril

Sustaining Council
Kelly and Sam Bronfman
Judy and Peter Copses
George Family Foundation
Barbara Krichbaum and Kent Erickson
Tara and Bob Levine
Jenny and Flip Maritz
Pam and Ben Peternell
Molly and Jay Precourt
The Scrooby Foundation
Jody and David Smith
Brooke and Hap Stein

Jessica Foulis
Executive Director
jfoulis@evlt.org
Bergen Tjossem
Deputy Director
bergen@evlt.org
Brittany Bobola
Administrative and Fundraising Coordinator brittany@evlt.org

Oliver Skelly
Community Conservation
Coordinator
oliver@evlt.org
Torrey Davis
Land Steward
torrey@evlt.org
Mailing Address
Post Office Box 3016
Edwards, CO 81632
Physical Address
34215 Hwy. 6, Suite 205
Edwards, CO 81632
970.748.7654
www.evlt.org


August 4, 2021
Michelle Metteer
Town Manager
P.O. Box 309

Minturn, Colorado 81645
Dear Ms. Metteer,
Thank you for your continued stewardship of the Minturn Boneyard Conservation Easement. It is because of the diligence of landowners like you, that the beautiful lands throughout Eagle County remain protected for generations to come.

Upon review of your proposal to install an underground stormwater drainage across the Minturn Boneyard property, we have found that it is not inconsistent with the Purpose of the Conservation Easement, which is to ensure that the Conservation Values of the property are preserved and protected in perpetuity. The Conservation Values for the property include Public Recreation or Education and Open Space. Please see relevant language from the Conservation Easement below, in addition to a biologist opinion letter prepared by Rare Earth Science that supports the storm drainage.

Before construction of the drainage begins, please be sure to review Sections 17 (Grantor's Notice) and 18 (Grantor's Approval), so that Eagle Valley Land Trust has the appropriate documentation on file and can monitor changes over time. We are happy to help with any questions you have moving forward, so please do not hesitate to reach out.

Sincerely,


Torrey Davis
Land Steward
Eagle Valley Land Trust
5.C.iii. Utility Improvements. Energy generation or transmission infrastructure on the Property, including but not limited to (a) natural gas distribution pipelines; (b) electric power poles, transformers, and lines; (c) telephone and communications towers, poles, and lines; and (d) small renewable energy generating systems ("Utility Improvements") that are existing on the Property may be repaired or replaced with an improvement of similar size and type at their current locations on the Property without further permission from Grantee. Grantor shall not enlarge or construct any new Utility Improvements without notice and Grantee's approval pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval). Following the repair, replacement, enlargement or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. Any easement, right of way or other interest granted to a third party or otherwise reserved, to be used for Utility Improvements is subject to Section 7.H (Easements, Rights of Way or Other Interests).
6. Resource Management. Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To accomplish the preservation and protection of the Conservation Values in perpetuity, Grantor shall operate, manage and maintain the Property in a manner that promotes the continued viability of the natural resources on the Property while maintaining any permissible productive uses of the Property, subject to the provisions of Section 7. Specifically, Grantor shall conduct the uses listed below in a manner consistent with the Purpose. If Grantee believes any resource management practice(s) are not consistent with the Purpose, Grantee, in addition to all of its rights under this Deed, may request that the Parties consult with a mutually agreed upon resource management professional with a mutually agreed upon fee for services. This professional will provide written recommendations for said resource management practice(s) and Grantor shall follow the resource management professional's reasonable recommendations, only after Grantor and Grantee have jointly determined that said recommendations are consistent with the Purpose. Grantor shall pay the costs for such consultation, including any fees for the resource management professional.

## LANDSCAPING PLANS OPEN SPACE





ENGINEERING


SHEET INDEX:<br>C. 100 COVER SHEET C. 101 CONSTRUCTIO<br>c. 101 CONSTRUCTION SPECIIICATIONS C. 102 CONSTRUCTION SPECFIFCTIONS<br>C.110 EXIITING SITE \& DEMOLITION PLAN C. 111 PROPOSED SITE PLAN<br>all<br>\(\begin{array}{ll}C. 120 \& PARCEL MAP<br>C. 121 \& WATER \& SEWER EASEMENTS\end{array}\)<br>\(\begin{array}{ll}c. 200 \& OVERALL UTLITY PLAN<br>c. 201 \& SHALLOWUTLITY PLA\end{array}\)<br>C. 201 SHALLOW UTLITY PLA C. 202 DEEP UTLITY PLAN

C. 300 GRADING \& DRAINAGE PLAN
C. 310 HIGHWAY 24 STORM DRAIN - PLAN \& PROFILE C. 311 HIGHWA 24 HTRMAY 24 STORM DRAIN DLTALILS
C.320 STORM WATER MANAGEMENT PLAN (SWM
c. 321 SWMP $) ~$ $\begin{array}{ll}\text { C. } 321 & \text { SWMP DETALS- } \\ \text { C. } 322 & \text { SWMP DETALS }-2\end{array}$
C. 400 ROAD P \& P-SILVER LOO
C. 401 ROAD P\&P-SLVER LOOP ENTRANCE
$\begin{array}{ll}\text { C. } 402 & \text { ROAD \& \& P- BELDEN WAY } \\ \text { C. } 403 & \text { ROAD \& } P \text { - GARAGE ENTRANCE }\end{array}$
C. 404 ROAD DETALLS

## CONSTRUCTION SPECIFICATIONS




CAAPTER2. SITG WORKEEARTHWORKGRAONG



101 - Insoefions





 coatined ay a $a$



Hhat the exeren and depents of ofroposed vorkis cetrified. Verity He frinal saa

ECTON 2 - Denoution removal and abanoonment


201 - Disposal
 2 -Stave



## 203 -Ppe and Apourtenances





 .



01 - Clearing





 eilait or or ffeat recommen

 Frieor-mining wate
$4011-$ Definions


 02 - Borove





 TABELE 2.01

| Soil Classification AASHTO M145 |  |  |  |
| :---: | :---: | :---: | :---: |
| A1, A, 2, A 3 | - | ${ }^{5}$ |  |
| A, A, A. $\cdot$, $\cdot 6$ | ${ }^{95}$ | - | $\begin{aligned} & -1 \text { to }+3 \\ & \text { (based on AASHTO } \\ & \text { T99) } \end{aligned}$ |

年
 Te tickness of fach hayers shal not exceed six (6) inches before compoatins

 ABBE 202

| Soil Classification AASHTO M145 |  |  |  |
| :---: | :---: | :---: | :---: |
|  | - | ${ }^{9}$ |  |
| A, A, ¢, ., 6 | 100 | - | $\begin{aligned} & -1 \text { to }+2 \\ & \text { (based on AASHTO } \\ & \text { T99) } \end{aligned}$ |

4.04- Exeavatio
 ${ }_{4} .05$ Strucuture Backill




 SECTON 5 . TRENCHNG, BACKFILING AND CoMPACTION


 5.01 - Special Condifions



 ${ }^{5} .02$ - Removal of TWals






 5.04 - Bedding tor Pipetines and Senice Lines
 5.05 - Baaxitll tor Piedinese and Senive Lines

 Whea the ex
phacenent

 Hestan

 5.06 Compaction Testing

atall vericial structures. The projee Solis Engneer andor the EOR may reauire



```
CONSTRUCTION SPECIFICATIONS - CONTINUED
    SECTION G RESTORATION ANV CLEANUP
```






```
*)
```





```
    M
```



```
    M,
```




```
    Na/m,
    Ma,
    Ma)
    Manmen
        Mayyy
        lol
        M
```

$\qquad$







```
    9.00. SHALLOW UTLTIES (UNDER GROUNO LLECTRC, TELEPHONE, CABLE TELEUSION, NATURAL GAS & IRRIGATION
```



```
    Ireevson, naumalasas nodimgationwaies ssid
    M,
```



```
    #
```



```
    M
    lug
    M
    Min
LmTs, For Houss of construction
```
















Water Main - Pipe Run 2 Profile


Pipe Run (4) Profile







## WATER SPECIFICATIONS



## section 1 - oistribution system design and Lavour

1.01- Fire Proection





竍
 SECTION 2 - MATERAL SPECIFICATIONS
201 - Pipe and filting
 202- Fire fydrants







 203. Senice Lines

The folowivig repersenss her equirienens so s s senice ine construction
C connan








 204-Garuuar Fediding

 and maxim
not 200
No 200
$\underset{\substack{1001 \\ \text { oit } \\ 0.10}}{\substack{10}}$
Minimum ompmation rearienen











 2.05 - Maxing Tap


## SECTION 3.PPIE ISTTALLATION

3.01 - Fire tyycrans







 3.02 - Conerecion 10 the Tom S Syser
 of atee

 SECTION 4 -Construucton AcCeptance
4.01-Requiements
cel hsederion



$\qquad$

ECTION 5 - FNAL ACCEP









Silver Loop Sewer Main Profile



## SEWER SPECIFICATIONS

 SEcToN 1 - General requirements


## SECTION I - CoLLECTION SSSTEM DESIIG ANO Larout

 $\qquad$

## 

26.3 Horizonata and vericial Separation tom Poobube Water Mains Seefer to deatil D-11
(a) Parale Mai n nsatalaions and Appurtenancess





(c) Pepenonicular C Cossings- Water under Sewer:


section II- materral specifications




322 Pooviniy Choride PVC) pressurue pine



 $\qquad$
$\qquad$










 eual. "o. "ing wates stops









${ }^{4} 4$ Concetele fiout
Contracoco $\qquad$




 $\qquad$

${ }^{(1)}$ (1) Solid green color with buad







sECTION I - Ppe Mstallation \& construction





位









 4.9 Insalalion of Ppe














 Men



SECTION V - TESTING AND ACCEPTANCE



52 Testing - Sever Mans
5.2 .1 Alsmenn
5.52 Lise

5.2. Low Pessurue Ait esting P Poocedure

(c) Dedemmine the duation ofthe testy visin the cconnur





 5.3 Mample Testing - Genearal Requienenens
 (a) Pug all inestand ountes.
(b) ) ssall the veacuum tester read assently on the mantole


(o) Stat the vacuum pump assembly engine and alow prosest RPM So stabobire.




```
SENER SPECIFICATIONS - CONTINUED
P
```





```
    (d) PPplines have benje:ctlomed.
```







```
M
```




```
    M(9) Fooage indiator
    (c) Date
    (0) Lacatio
```





```
M
```



```
M,
```



```
Ma/m)
M,
M,
```




```
Ma)
```




- $\quad$ frehuraant
(8) sewer manhole
utulur pole
T Electric transformer
(0) Cable tvebestal
(E) Electric suce vault


## CONTOUR LEGEND:

 EXSTING 1 Contour


USFS










SILVER LOOP ENTRANCE \& BELDEN WAY ROAD SECTION




SILVER LOOP ENTRANCE PROFILE

 FOR CONTARETION: By
PROPER AUTHORTIES.
E21 Revsion

|  |  |
| :--- | :--- |
|  |  |
|  |  |
|  |  |
| Tile: |  |
| Till |  |
| ROAD \& P |  |
| SIIVER LLOP |  |
| ENTRANCE |  |

    SILVER LOOP
    ENTRANCE


SILVER LOOP ENTRANCE \& BELDEN WAY ROAD SECTION BEGIN TO END
beLDen way profile



BELDEN WAY 2 PROFILE


## PLANS ARE NOT FOR CNOTRIRCTION NULESS 



${ }^{803021}$

## ROAD $\& \& p$ BELDEN WAY




CURB \& GUTTER CATCH
DETAIL


CURB \& GUTTER MOUNTABLE (PITCH) DETAIL


CURB \& GUTTER MOUNTABLE (CATCH)
DETAIL


VALLEY PAN
DETAIL

section $\mathrm{B}-\mathrm{B}$




4' SCUPPER DETAIL DETAIL


TYPICAL HANDICAP RAMP


DRAINAGE REPORT FOR:

Belden Place PUD<br>1201 Main St<br>Minturn, Colorado

August 30, 2021

Prepared for:

Alison Perry<br>Vail Land Company<br>PO Box 4691<br>Eagle CO, 81631<br>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


## TABLE OF CONTENTS

## Report

```
VICINITY MAP
INTRODUCTION
        Summary
        General Location and Description
        Other Drainage Studies
HYDROLOGIC ANALYSIS
    Criteria
    Rainfall Determination
    Peak Flows and Runoff Determination
    Drainage Basins
        Historical Basins
        Proposed Basins
    Soils
    Vegetation
    Historical and Post-Development Peak Discharge Rates at Design Points
RETENTION PONDS
DETENTION PONDS
STORMWATER WATER QUALITY MITIGATION
STORM WATER CONVEYANCE
EROSION CONTROL
CONCLUSION
```


## Appendix A - Figures

A1 Historical Drainage Basin Map
A2 Post-Development Drainage Basin Map
A3 Historical Hydrologic Soils \& Ground Cover Map
A4 Historical Time of Concentration Flow Paths Map
A5 Post-Development Time of Concentration Flow Paths Map

## Appendix B - Rainfall

NOAA Atlas 14, Volume 8, Version 2 for Minturn

## Appendix C-Calculations

Composite Curve Number Calculations
Historical \& Post-Development Composite Curve Number and Acreage Summary Design Curve Numbers (CN) By Foliage - Historical \& Post-Development Historical Composite Curve Number Calculations
Post-Development Composite Curve Number Calculations
Time of Concentration Calculations
Historical \& Post-Development Time of Concentration Summary
Historical Time of Concentration and Time of Travel Calculations
Post-Development Time of Concentration and Time of Travel Calculations
Historical and Post-Development Peak Discharge Rates at Design Points Design Point 1 Historical and Post-Development Peak Discharge Rate Summary Design Point 2 Historical and Post-Development Peak Discharge Rate Summary Design Point 3 Historical and Post-Development Peak Discharge Rate Summary
Stormwater Runoff Volumes
Historical Stormwater Runoff Volume Summary Post-Development Stormwater Volume Summary
Calculations for Peak Discharge Rates and Stormwater Runoff Volumes Calculations for Historical Peak Discharge Rates \& Stormwater Runoff Volumes Calculations for Post-Development Peak Discharge Rates and Stormwater Runoff Volumes

## Appendix D - Hwy 24 Culvert Flow Calculations

## VICINITY MAP



## INTRODUCTION

This report is associated with the Belden Place PUD (PUD) Final Plan submittal and presents the results of a drainage study performed for the PUD. The PUD is located adjacent to US Highway 24 at 1201 Main St, Minturn, Colorado. The report evaluates the existing historical and proposed post-development drainage patterns for the watersheds associated with this project. This report also 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.

## Summary

This report shows a significant reduction in stormwater drainage impacts to neighboring properties and the Town of Minturn as a result of a culvert rehabilitation along with the installation of a new of culvert across Hwy 24. The new culvert installation will be used to divert historical stormwater drainage away from the Town of Minturn and course it directly to the Eagle River. An existing swale along the southern PUD boundary will continue to be used to keep offsite flows from entering the subdivision. A retaining wall along the western PUD boundary will enable a site grading scheme that will course stormwater drainage away from the adjoining neighborhood to the west. A depression located at the northwest corner, a historical stormwater discharge point, will serve as a retention pond to capture stormwater and eliminate stormwater discharges into the adjoining neighborhood to the west.

As a result of the improvements associated with the PUD, there will be a $38 \%$ ( 2.91 cfs ) reduction in the historic 100-year stormwater flow rate being directed towards the Town of Minturn. Additionally, for the 100-year storm event, there is a $62 \%$ (30,135 cubic feet) reduction in the volume of stormwater runoff being directed towards the Town of Minturn.

## General Location and Description

The PUD site is located at the south end of the Town of Minturn in the area known as South Town. Historically, the site was developed with single and double wide trailer homes on the eastern portion and single-family residences on the remainder 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 PUD, in the PUD Lot 17.

The existing average PUD site elevation is approximately 7925' above mean sea level and it drains from south-east to north-west. 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 PUD site. A heavily wooded slope is to the south of the PUD 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.

## 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.

## HYDROLOGIC ANALYSIS

## Criteria

Historical and post-development peak discharges were analyzed for the 2-year, 24-hour rainfall event of 1.37 inches, $25-\mathrm{yr} 24$-hour rainfall event of 2.43 inches; and the 100year 24 -hour storm event of 3.16 inches

## Rainfall Determination

Rainfall data is derived from NOAA Atlas 14, Volume 8, Version 2 as presented in Appendix B.

## Peak Flows and Runoff Determination

The United States Department of Agriculture TR-55 "Urban Hydrology for Small Watersheds" methodology and software was used for determining stormwater peak runoff rates and volumes. This methodology is the same as what was used in the OTMDP and provides results that allow for correlation with the OTMDP results. Stormwater runoff amounts were provided by the TR-20 results embedded in the TR-55 software. Calculation results as well as details related to land use and Time of Concentration are presented in Appendix C.

## Drainage Basins

The PUD lies within the 260-acre South Town Basin that was identified in the OTMDP.
This report uses three (3) historical drainage basins and five (5) 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

Although the PUD only contains approximately 2.7 acres, the total watershed examined for historical flows encompasses 31.03 acres as shown with Figure A1.

Basin H 1 , which supplies the majority of the flow, encompasses 20.99 acres; Basin H 2 encompasses 9.32 acres; and Basin H3 encompasses 0.72 acres.

Design Point 1 is used to represent the Basin H 1 stormwater flows exiting the western boundary of the PUD at this historical discharge location.

Basins H 1 and H 3 discharge into the adjoining neighborhood along the western boundary of the PUD. After leaving the PUD western boundary, the runoff from the H 1
and H 2 basins travels through the adjoining neighborhood and ultimately aggregates with Basin H 2 runoff at the existing drainage swale along the base of the mountain.

Design Point 3 is used in this report to present the combined hydrograph of all stormwater flows (in this study) that are routed to the west of the PUD, which in the historical case, is all three (3) historical Basins.

All as shown in Figures A1 and A4.

## Proposed Basins

Proposed Basins P1-P5 encompass a study area of 20.52 acres as shown on Figure A2.

Basin P1 encompasses 9.83 acres; Basin P2 encompasses 8.85 acres; Basin P3 encompasses 1.48 acres; Basin P4 encompasses 0.34 acres; and Basin P5 encompasses 1.19 acres.

The 10.5-acre reduction in study area between the historical and proposed is due to the rehabilitation of the existing culvert that crosses under Hwy 24, approximately 500 ft . east of the PUD. This rehabilitated culvert will pick up stormwater drainage from the H 1 basin extents that lie to the east of the culvert.

Design Point 1, for post-development, is used to present stormwater runoff from the study area exiting the western boundary of the PUD at this historical discharge location. Post-development stormwater flows no longer exit the PUD at the Design Point 1 location as a result of the PUD drainage design and the Basin P4 stormwater volume being captured by the retention pond in Lot 17.

Design Point 2, for post-development, represents the inlet for the proposed new culvert to be installed under Hwy 24 that discharges into the Eagle River. Runoff from Basins P1 and P5 will be routed to the culvert. The stormwater flow rates at Design Point 2 are from the combined hydrograph of Basins P1 and P5.

Design Point 3, as discussed in Historical Basins above, is used in this report to present the combined hydrograph of all the stormwater flows (in this study) that are routed to the west of the PUD. For the post-development configuration, stormwater from Basins P2 and P3 flows to the west of the PUD.

All as shown in Figures A2 and A5.

## 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 $11^{\prime}-16$ ' 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. Our investigations affirm the OTMDP presentation that the soil on the property is NRCS Soil Class B.

## Vegetation

For the historical analyses, the drainage study areas were divided into four (4) ground cover regions: woods, brush, gravel, and impervious. The ground cover regions were determined by aerial photography and site inspections. Figure A3 illustrates the location of the different ground covers. For analyses of the post-development PUD conditions, the TR-55 standardized ground cover used for Urban, Residential Districts, was used. The composite curve number calculations in Appendix $C$ show the acres by ground cover.

## Historical and Post-Development Peak Discharge Rates at Design Points

Table 1 illustrates the historical and post-development peak flows being routed to Design Point 1 and exiting the western boundary of the PUD at this historical discharge location. The elimination of stormwater flows (100\% decrease) at Design Point 1 is primarily due to the contribution of the new HWY 24 culvert located at Design Point 2. The Lot 17 retention pond provides containment of the remaining post-development flows from Basin P4 at Design Point 1.

Table 1: Peak Flow Rates at Design Point 1 (PUD Northwest corner)

|  | 2-yr Storm | 10-yr Storm | 100-yr Storm |
| :---: | :---: | :---: | :---: |
| Historical (H1) | 0.00 cfs | 1.50 cfs | 5.73 cfs |
| Post-development (P4) | 0.00 cfs | 0.00 cfs | 0.00 cfs |
| Difference | 0.00 | -1.50 cfs | $-5.73 \mathrm{cfs}$ |

Table 2 illustrates the historical and post-development peak flows being routed to Design Point 2. As shown below, the contribution of the new HWY 24 culvert is significant in reducing the stormwater peak cfs that has historically been entering the Town of Minturn storm water drainage system.

Table 2: Peak Flow Rates at Design Point 2 (New HWY 24 culvert)

|  | $2-y r$ Storm | $10-\mathrm{yr}$ Storm | $100-\mathrm{yr}$ Storm |
| :--- | :---: | :---: | :---: |
| Historical | 0.00 cfs | 0.00 cfs | 0.00 cfs |
| Post-development (P1\&P5) | 0.33 cfs | 1.83 | 4.81 cfs |
| Difference | $\mathbf{+ 0 . 3 3} \mathbf{c f s}$ | $\mathbf{+ 1 . 8 3} \mathbf{~ c f s}$ | $\mathbf{+ 4 . 8 1} \mathbf{c f s}$ |

Table 3 illustrates the historical and post-development peak flows being routed to Design Point 3.

As shown in Table 3, as a result of the improvements associated with the PUD, there will be a $38 \%$ ( 2.91 cfs ) reduction in the 100-year stormwater flow rate being directed towards the Town of Minturn.

Table 3: Peak Flow Rates at Design Point 3

|  | $2-y r$ Storm | $10-\mathrm{yr}$ Storm | $100-\mathrm{yr}$ Storm |
| :--- | :---: | :---: | :---: |
| Historical | 0.00 cfs | 1.92 cfs | 7.69 cfs |
| Post-development (P2\&P3) | 0.79 cfs | 2.55 cfs | 4.78 cfs |
| Difference | $\mathbf{+ 0 . 7 9} \mathbf{c f s}$ | $\mathbf{+ 0 . 6 3} \mathbf{~ c f s}$ | $\mathbf{- 2 . 9 1} \mathbf{c f s}$ |

## Historical and Post-Development Storm Runoff Volumes

Table 4 below presents the analysis of historical and post-development stormwater runoff volumes being routed towards the Town of Minturn at the historical drainage discharge zone at Design Point 3. The analysis indicates a reduction of stormwater volume being directed towards the Town of Minturn for these design storms. Notably, for the 100 -year storm event, there is a $62 \%$ reduction in the runoff volume being directed toward the Town of Minturn.

Table 4: Total Storm Runoff Volumes At Design Point 3

| Design Point 3 Storm Runoff Volumes |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Basins P2 <br> and P3 | Basins H1 <br> thru H3 | Storm <br> Duration |  |  |
| Proposed <br> Runoff <br> Volume <br> (CF) | Existing <br> Runoff <br> Volume (CF) | Difference <br> (CF) | Difference <br> (Ac-ft) | Runoff <br> Volume <br> Reduction (\%) |  |
| $25-\mathrm{yr}$ | 8,161 | 19,902 | $-11,740$ | -0.270 | $59 \%$ |
| $100-\mathrm{yr}$ | 18,383 | 48,519 | $-30,135$ | -0.692 | $62 \%$ |

## RETENTION PONDS

The retention pond located in Lot 17 has a capacity of 1,700 cubic feet and can retain the runoff volume for Basin P4 which is 1,385 cubic feet.

## 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 PUD drainage design and the Lot 17 retention pond, the construction of the proposed Hwy 24 culvert, and the rehabilitation of the existing Hwy. 24 culvert 500 feet east of the PUD.

## STORMWATER WATER QUALITY MITIGATION

Open space grassy landscape areas will provide for settlement and filtration of stormwater drainage flows prior to discharge from the PUD.

A hydrodynamic separator, sized per manufacturer's recommendation, will be also be installed in the storm drain culvert system crossing Highway 24 in order to provide
additional filtration of the Forest Service, PUD and Highway 24 flows prior to being coursed into the Eagle River.

Design drawings and details for the Stormwater Management are included in the "For Construction" drawings submitted under separate cover.

## STORM WATER CONVEYANCE

The design of the storm water conveyance systems within the PUD, which are primarily the streets system with curb and gutter and open space areas, are sized to convey the $2-y e a r$ 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 proposed Hwy 24 culvert sizing is based on the 100-year storm event of 4.81 cfs (Design Point 2). As presented in Appendix D, an 18" dia. reinforced-concrete-pipe, at the proposed $1.0 \%$ gradient, is capable of satisfying the above criteria. The water depth within the culvert for the 100-year event will be 8.55 inches ( $48 \%$ full). The full flow capacity of the culvert is 10.5 cfs , which is equal to the 500 -year event ( 10.43 cfs ).

Following is the proposed alignment and discharge strategy for the proposed culvert crossing Hwy 24. Detailed design drawings for the Hwy 24 culvert crossing are included in the "For Construction" drawings submitted under separate cover.


## EROSION CONTROL

Silt fences will provide temporary erosion control during construction. The construction plans provide more detail for the temporary erosion control structures. Riprap will be placed at the new culvert outlet. Revegetation will provide permanent erosion control. Where applicable, sandbags shall be placed adjacent to roadway inlets to reduce the number of solids entering the drainage conveyance system.

Detailed design drawings for the Stormwater Management Plan and the associated erosion and sediment control details are included in the "For Construction" drawings submitted under separate cover.

## CONCLUSION

In summary, this report strives to comply with all the necessary requirements established in the region. The purpose of this report was 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

(H1)
今
$-\quad--$
-
$\rightarrow-\square$

## LEGEND

drainage basin identification number design paint
dRainage basin boundary
Existing cantaur
$\rightarrow$ indicates direction af surface drainage

- EXISting culvert


## DRAINAGE BASIN AREAS

(H1) 20.989 ACRES
(H2) 9.320 ACRES
(H3) 0.717 ACRES

[^4]


1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, \& SURVEYOR. CONTOUR INTERVALS VARY.

drainage basin identification number design paint dRAINAGE BASIN boundary Existing cantaur
$\rightarrow$ indicates direction af surface drainage

- EXISTING CuLVERT


## DRAINAGE BASIN AREAS

(P1) 8.66 ACREs
P2) 8.85 ACRES
(P3) 1.48 ACRES
P4) 0.34 ACRES
(P5) 1.19 ACRES



## LEGEND

drainage basin identification number dRainage basin baundary

- EXISTING CULVERT

COVER KEY

| $\bigcirc$ | wands |
| :---: | :---: |
| $\square$ | BRUSH |
| $\Delta \Delta$ | GRAVEL |
|  | IMPERVI |

1. HYDROLOGIC SOIL TYPES FOR ENTIRE STUDY AREA ARE TYPE B AND ARE BASED ON INFORMATION FROM SOIL CONSERVATION SERVICE MAPPING

GROUNDCOVER IS FROM GOOGLE EARTH \& SURVEYOR
COR


1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, \& SURVEYOR. CONTOUR INTERVALS VARY.

# LEGEND 

(H1) dRainage basin identification number design paint

- $-\boldsymbol{\square}$
----
dRAINAGE BASIN boundary
existing cantaur
-     - Existing culvert
$\qquad$ flow path sheet flow flow path shallow cancentrated flow flow path channel flew



$\qquad$


1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, \& SURVEYOR. CONTOUR INTERVALS VARY.
2. PUD IS ASSUMED TO BE $65 \%$ IMPERVIOUS.drainage basin identification number desion paint dRAINAGE BASIN BIUNDARY Existing cantaur

1A fLow path secment number

- 1 EXISting culvert
flow path sheet flow
flow path concentrated flow
flow path channel flow
$\rightarrow$ indicates directian af surface drainage


## Appendix B

## Rainfall

NOAA Atlas 14, Volume 8, Version 2 for Minturn



## Location name: Minturn, Colorado, USA*

Latitude: $39.5749^{\circ}$, Longitude: -106.4168 ${ }^{\circ}$ Elevation: $8006.22 \mathrm{ft}^{* *}$
source: ESRI Maps
** source: USGS


## POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland
PF tabular | PF_graphical | Maps \& aerials

## PF tabular

| PDS-based point precipitation frequency estimates with $90 \%$ confidence intervals (in inches) ${ }^{1}$ |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Duration | Average recurrence interval (years) |  |  |  |  |  |  |  |  |  |
|  | 1 | 2 | 5 | 10 | 25 | 50 | 100 | 200 | 500 | 1000 |
| 5-min | $\begin{gathered} \hline \mathbf{0 . 1 1 8} \\ (0.091-0.153) \\ \hline \end{gathered}$ | $\begin{gathered} \hline \mathbf{0 . 1 8 4} \\ (0.142-0.239) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 2 8 5} \\ (0.219-0.371) \\ \hline \end{gathered}$ | $\begin{gathered} 0.363 \\ (0.278-0.476) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 4 6 2} \\ (0.335-0.619) \end{gathered}$ | $\begin{gathered} 0.531 \\ (0.379-0.728) \\ \hline \end{gathered}$ | $\begin{gathered} 0.593 \\ (0.411-0.841) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 6 5 1} \\ (0.433-0.957) \\ \hline \end{gathered}$ | $\begin{gathered} 0.717 \\ (0.461-1.10) \end{gathered}$ | $\begin{array}{c\|} \hline 0.760 \\ (0.481-1.20) \\ \hline \end{array}$ |
| 10-min | $\begin{gathered} \mathbf{0 . 1 7 3} \\ (0.133-0.224) \\ \hline \end{gathered}$ | $\begin{gathered} \hline \hline \mathbf{0 . 2 6 9} \\ (0.208-0.349) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 4 1 7} \\ (0.321-0.544) \end{gathered}$ | $\begin{gathered} \mathbf{0 . 5 3 2} \\ (0.406-0.696) \end{gathered}$ | $\begin{gathered} \mathbf{0 . 6 7 6} \\ (0.491-0.907) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 0.777 \\ (0.555-1.07) \end{gathered}$ | $\begin{gathered} 0.869 \\ (0.602-1.23) \\ \hline \end{gathered}$ | $\begin{gathered} 0.953 \\ (0.635-1.40) \end{gathered}$ | $\begin{gathered} 1.05 \\ (0.675-1.60) \end{gathered}$ | $\begin{gathered} 1.11 \\ \hline(0.705-1.76) \\ \hline \end{gathered}$ |
| 15-min | $\begin{gathered} \mathbf{0 . 2 1 1} \\ (0.163-0.273) \\ \hline \end{gathered}$ | $\begin{gathered} 0.328 \\ (0.253-0.426) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 5 0 9} \\ (0.391-0.663) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 6 4 8} \\ (0.496-0.849) \\ \hline \end{gathered}$ | $\begin{gathered} 0.824 \\ (0.599-1.11) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 0.947 \\ (0.677-1.30) \\ \hline \end{gathered}$ | $\begin{gathered} 1.06 \\ (0.734-1.50) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 1.16 \\ (0.774-1.71) \\ \hline \end{gathered}$ | $\begin{gathered} 1.28 \\ (0.823-1.96) \\ \hline \end{gathered}$ | $\begin{gathered} 1.36 \\ (0.859-2.14) \\ \hline \end{gathered}$ |
| 30-min | $\begin{gathered} 0.328 \\ (0.253-0.425) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 4 2 9} \\ (0.331-0.556) \end{gathered}$ | $\begin{gathered} \mathbf{0 . 6 0 1} \\ (0.462-0.782) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 7 5 0} \\ (0.573-0.983) \end{gathered}$ | $\begin{gathered} \hline \mathbf{0 . 9 6 5} \\ (0.717-1.33) \\ \hline \end{gathered}$ | $\begin{gathered} 1.14 \\ (0.826-1.60) \\ \hline \end{gathered}$ | $\begin{gathered} 1.32 \\ (0.926-1.91) \\ \hline \end{gathered}$ | $\begin{gathered} 1.51 \\ (1.02-2.26) \\ \hline \end{gathered}$ | $\begin{gathered} 1.77 \\ (1.15-2.75) \end{gathered}$ | $\begin{array}{c\|} \hline 1.98 \\ (1.25-3.12) \\ \hline \end{array}$ |
| 60-min | $\begin{gathered} \mathbf{0 . 4 4 3} \\ (0.342-0.574) \end{gathered}$ | 0.528 <br> $(0.407-0.685)$ | $\mathbf{0 . 6 8 5}$ <br> $(0.527-0.893)$ | $\begin{gathered} 0.833 \\ (0.637-1.09) \end{gathered}$ | $\begin{gathered} 1.06 \\ (0.798-1.49) \end{gathered}$ | $\begin{gathered} \hline 1.26 \\ (0.920-1.79) \end{gathered}$ | $\begin{gathered} 1.47 \\ (1.04-2.15) \end{gathered}$ | $\begin{gathered} 1.71 \\ (1.16-2.59) \end{gathered}$ | $\begin{gathered} \mathbf{2 . 0 5} \\ (1.34-3.20) \end{gathered}$ | $\begin{gathered} 2.33 \\ (1.47-3.67) \end{gathered}$ |
| 2-hr | $\begin{gathered} 0.558 \\ (0.434-0.717) \end{gathered}$ | $\begin{gathered} \mathbf{0 . 6 2 7} \\ (0.488-0.807) \end{gathered}$ | $\begin{gathered} \mathbf{0 . 7 7 0} \\ (0.597-0.994) \end{gathered}$ | $\begin{gathered} 0.916 \\ (0.707-1.19) \end{gathered}$ | $\begin{gathered} 1.16 \\ (0.887-1.62) \end{gathered}$ | $\begin{gathered} \hline 1.38 \\ (1.02-1.95) \end{gathered}$ | $\begin{gathered} 1.63 \\ (1.17-2.37) \end{gathered}$ | $\begin{gathered} \hline 1.91 \\ (1.32-2.88) \end{gathered}$ | $\begin{gathered} 2.33 \\ (1.54-3.62) \end{gathered}$ | $\begin{gathered} 2.68 \\ (1.71-4.18) \end{gathered}$ |
| 3-hr | $\begin{gathered} \mathbf{0 . 6 4 1} \\ (0.501-0.819) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{0 . 6 9 8} \\ (0.546-0.894) \end{gathered}$ | $\begin{gathered} \hline \mathbf{0 . 8 2 6} \\ (0.643-1.06) \\ \hline \end{gathered}$ | $\begin{gathered} 0.962 \\ (0.746-1.24) \\ \hline \end{gathered}$ | $\begin{gathered} 1.20 \\ (0.923-1.67) \end{gathered}$ | $\begin{gathered} \hline 1.41 \\ (1.06-1.99) \end{gathered}$ | $\begin{gathered} 1.66 \\ (1.20-2.41) \end{gathered}$ | $\begin{gathered} \hline 1.95 \\ (1.35-2.92) \end{gathered}$ | $\begin{gathered} 2.37 \\ (1.58-3.67) \end{gathered}$ | $\begin{gathered} \hline 2.73 \\ (1.76-4.24) \\ \hline \end{gathered}$ |
| 6-hr | $\begin{gathered} 0.784 \\ (0.619-0.994) \\ \hline \end{gathered}$ | $\begin{gathered} \hline \mathbf{0 . 8 6 2} \\ (0.680-1.09) \\ \hline \end{gathered}$ | $\begin{gathered} 1.02 \\ (0.800-1.30) \end{gathered}$ | $\begin{gathered} 1.17 \\ (0.918-1.50) \\ \hline \end{gathered}$ | $\begin{gathered} 1.43 \\ (1.10-1.95) \\ \hline \end{gathered}$ | $\begin{gathered} 1.66 \\ (1.24-2.30) \end{gathered}$ | $\begin{gathered} 1.91 \\ (1.39-2.73) \end{gathered}$ | $\begin{gathered} \mathbf{2 . 2 0} \\ (1.54-3.25) \end{gathered}$ | $\begin{gathered} \mathbf{2 . 6 2} \\ (1.76-4.00) \end{gathered}$ | $\begin{gathered} 2.98 \\ (1.93-4.56) \\ \hline \end{gathered}$ |
| 12-hr | $\begin{array}{\|c\|} \hline 0.950 \\ (0.756-1.19) \\ \hline \end{array}$ | $\begin{gathered} \hline 1.09 \\ (0869-137) \\ \hline \hline \end{gathered}$ | $\begin{gathered} 1.35 \\ (1.07-1.70) \\ \hline \end{gathered}$ | $\begin{gathered} 1.58 \\ (1.24-200) \\ \hline \end{gathered}$ | $\begin{array}{c\|} \hline 1.92 \\ (1.48-257) \\ \hline \hline \end{array}$ | $\begin{gathered} 2.21 \\ (1.66-3.00) \\ \hline \end{gathered}$ | $\begin{gathered} 2.52 \\ (184-3.53) \\ \hline \end{gathered}$ | $\begin{gathered} 2.85 \\ (200-4.13) \\ \hline \end{gathered}$ | $\begin{gathered} 3.33 \\ (225-4.98) \\ \hline \end{gathered}$ | $\begin{array}{c\|} \hline 3.71 \\ (2.44-563) \\ \hline \end{array}$ |
| 24-hr | $\begin{gathered} 1.18 \\ (0.949-1.47) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 1.37 \\ (1.10-1.71) \\ \hline \end{gathered}$ | $\begin{gathered} 1.70 \\ (1.36-2.13) \\ \hline \end{gathered}$ | $\begin{gathered} 1.99 \\ (1.59-2.51) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 2.43 \\ (1.89-3.21) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 2.78 \\ (2.11-3.74) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 3.16 \\ (2.32-4.38) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 3.57 \\ (2.52-5.10) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 4.13 \\ (2.82-6.11) \\ \hline \end{gathered}$ | $\begin{array}{c\|} \hline 4.58 \\ (3.04-6.88) \\ \hline \end{array}$ |
| 2-day | $\begin{gathered} 1.50 \\ (1.22-1.86) \end{gathered}$ | $\begin{gathered} 1.69 \\ (1.37-2.09) \end{gathered}$ | $\begin{gathered} 2.04 \\ (1.65-2.53) \end{gathered}$ | $\begin{gathered} 2.35 \\ (1.89-2.94) \\ \hline \end{gathered}$ | $\begin{gathered} 2.84 \\ (2.23-3.72) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 3.24 \\ (2.49-4.32) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 3.68 \\ (2.74-5.05) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 4.15 \\ (2.98-5.90) \\ \hline \end{gathered}$ | $\begin{gathered} 4.83 \\ (3.34-7.09) \end{gathered}$ | $\begin{array}{c\|} \hline 5.38 \\ (3.61-7.99) \\ \hline \end{array}$ |
| 3-day | $\begin{gathered} \hline 1.71 \\ (1.39-2.10) \end{gathered}$ | $\begin{gathered} \hline 1.94 \\ (1.58-2.38) \end{gathered}$ | $\begin{gathered} \hline \mathbf{2 . 3 5} \\ (1.90-2.89) \end{gathered}$ | $\begin{gathered} \hline 2.71 \\ (2.19-3.36) \end{gathered}$ | $\begin{gathered} \hline \mathbf{3 . 2 6} \\ (2.57-4.25) \end{gathered}$ | $\begin{gathered} \hline 3.71 \\ (2.87-4.92) \end{gathered}$ | $\begin{gathered} 4.20 \\ (3.14-5.73) \end{gathered}$ | $\begin{gathered} \hline 4.73 \\ (3.40-6.66) \end{gathered}$ | $\begin{gathered} 5.47 \\ (3.80-7.96) \end{gathered}$ | $\begin{gathered} \hline 6.07 \\ (4.10-8.94) \\ \hline \end{gathered}$ |
| 4-day | $\begin{gathered} 1.89 \\ (1.55-2.31) \end{gathered}$ | $\begin{gathered} \mathbf{2 . 1 5} \\ (1.76-2.63) \end{gathered}$ | $\begin{gathered} \mathbf{2 . 6 0} \\ (2.12-3.20) \\ \hline \end{gathered}$ | $\begin{gathered} 3.01 \\ (2.44-3.71) \\ \hline \end{gathered}$ | $\begin{gathered} 3.61 \\ (2.86-4.67) \\ \hline \end{gathered}$ | $\begin{gathered} 4.10 \\ (3.17-5.40) \end{gathered}$ | $\begin{gathered} \hline 4.62 \\ (3.47-6.27) \\ \hline \end{gathered}$ | $\begin{gathered} \mathbf{5 . 1 8} \\ (3.74-7.26) \end{gathered}$ | $\begin{gathered} 5.97 \\ (4.16-8.64) \end{gathered}$ | $\begin{gathered} 6.60 \\ (4.48-9.68) \\ \hline \end{gathered}$ |
| 7-day | $\begin{gathered} \hline \mathbf{2 . 3 8} \\ (1.96-2.89) \end{gathered}$ | $\begin{gathered} \hline \mathbf{2 . 6 7} \\ (2.19-3.24) \end{gathered}$ | $\begin{gathered} \hline 3.17 \\ (2.60-3.87) \end{gathered}$ | $\begin{gathered} \hline 3.62 \\ (2.96-4.44) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 4.29 \\ (3.43-5.51) \end{gathered}$ | $\begin{gathered} \hline 4.85 \\ (3.78-6.32) \end{gathered}$ | $\begin{gathered} 5.43 \\ (4.11-7.30) \end{gathered}$ | $\begin{gathered} \hline 6.06 \\ (4.41-8.41) \end{gathered}$ | $\begin{gathered} 6.94 \\ (4.88-9.95) \end{gathered}$ | $\begin{array}{c\|} \hline 7.64 \\ (5.23-11.1) \end{array}$ |
| 10-day | $\begin{gathered} \mathbf{2 . 7 9} \\ (2.31-3.38) \end{gathered}$ | $\begin{gathered} \hline 3.10 \\ (2.56-3.75) \end{gathered}$ | $\begin{gathered} \hline 3.64 \\ (3.00-4.42) \end{gathered}$ | $\begin{gathered} \hline 4.13 \\ (3.39-5.04) \end{gathered}$ | $\begin{gathered} \hline 4.86 \\ (3.90-6.20) \end{gathered}$ | $\begin{gathered} 5.46 \\ (4.28-7.08) \end{gathered}$ | $\begin{gathered} 6.10 \\ (4.64-8.15) \end{gathered}$ | $\begin{gathered} 6.79 \\ (4.97-9.37) \end{gathered}$ | $\begin{gathered} 7.76 \\ (5.49-11.1) \end{gathered}$ | $\begin{gathered} \hline 8.54 \\ (5.88-12.3) \end{gathered}$ |
| 20-day | $\begin{gathered} \hline 3.92 \\ (3.27-4.69) \end{gathered}$ | $\begin{gathered} \hline 4.32 \\ (3.60-5.18) \end{gathered}$ | $\begin{gathered} \hline 5.03 \\ (4.19-6.05) \end{gathered}$ | $\begin{gathered} \hline 5.67 \\ (4.69-6.85) \end{gathered}$ | $\begin{gathered} \hline 6.61 \\ (5.35-8.35) \end{gathered}$ | $\begin{gathered} 7.39 \\ (5.85-9.48) \end{gathered}$ | $\begin{gathered} \hline \mathbf{8 . 2 2} \\ (6.31-10.9) \end{gathered}$ | $\begin{gathered} \hline 9.10 \\ (6.74-12.4) \end{gathered}$ | $\begin{gathered} \mathbf{1 0 . 3} \\ (7.39-14.6) \end{gathered}$ | $\begin{gathered} 11.3 \\ (7.89-16.2) \\ \hline \end{gathered}$ |
| 30-day | $\begin{gathered} \hline 4.87 \\ (4.09-5.80) \end{gathered}$ | $\begin{gathered} 5.39 \\ (4.52-6.43) \end{gathered}$ | $\begin{gathered} \hline 6.29 \\ (5.26-7.52) \end{gathered}$ | $\begin{gathered} \hline 7.07 \\ (5.88-8.50) \\ \hline \end{gathered}$ | $\begin{gathered} \hline \mathbf{8 . 2 1} \\ (6.66-10.3) \\ \hline \end{gathered}$ | $\begin{gathered} 9.13 \\ (7.25-11.6) \end{gathered}$ | $\begin{gathered} \hline 10.1 \\ (7.78-13.2) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 11.1 \\ (8.26-15.0) \end{gathered}$ | $\begin{gathered} 12.5 \\ (9.00-17.5) \end{gathered}$ | $\begin{array}{c\|} \hline 13.6 \\ (9.55-19.3) \\ \hline \end{array}$ |
| 45-day | $\begin{gathered} 6.14 \\ (5.18-7.27) \\ \hline \end{gathered}$ | $\begin{gathered} 6.83 \\ (5.76-8.09) \\ \hline \end{gathered}$ | $\begin{gathered} 7.98 \\ (6.71-9.49) \\ \hline \end{gathered}$ | $\begin{gathered} 8.96 \\ (7.49-10.7) \\ \hline \end{gathered}$ | $\begin{gathered} 10.3 \\ (8.41-12.8) \\ \hline \end{gathered}$ | $\begin{gathered} 11.4 \\ (9.11-14.4) \\ \hline \end{gathered}$ | $\begin{gathered} 12.5 \\ (9.70-16.2) \\ \hline \end{gathered}$ | $\begin{gathered} 13.7 \\ (10.2-18.3) \\ \hline \end{gathered}$ | $\begin{gathered} 15.2 \\ (11.0-21.0) \\ \hline \end{gathered}$ | $\begin{array}{c\|} \hline 16.4 \\ (11.6-23.1) \\ \hline \end{array}$ |
| 60-day | $\begin{gathered} \hline 7.27 \\ (6.15-8.57) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 8.11 \\ (6.87-9.58) \\ \hline \end{gathered}$ | $\begin{gathered} 9.50 \\ (8.01-11.3) \end{gathered}$ | $\begin{gathered} \hline \mathbf{1 0 . 6} \\ (8.94-12.7) \end{gathered}$ | $\begin{gathered} \hline 12.2 \\ (9.96-15.0) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 13.4 \\ (10.7-16.8) \end{gathered}$ | $\begin{gathered} 14.6 \\ (11.4-18.8) \\ \hline \end{gathered}$ | $\begin{gathered} \hline 15.8 \\ (11.9-21.1) \end{gathered}$ | $\begin{gathered} 17.4 \\ (12.6-24.0) \end{gathered}$ | $\begin{array}{c\|} \hline 18.7 \\ (13.2-26.2) \\ \hline \end{array}$ |

[^5]Numbers in parenthesis are PF estimates at lower and upper bounds of the $90 \%$ confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is $5 \%$. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
Please refer to NOAA Atlas 14 document for more information.

## PF graphical



NOAA Atlas 14, Volume 8, Version 2
Created (GMT): Wed Sep 922:55:31 2020
Back to Top

## Maps \& aerials

## Small scale terrain



Large scale aerial

## Appendix C

## Composite Curve Number Calculations

## Historical and Post-Development Composite Curve Number and Acreage Summary

Historical Composite CN Number and Acreage

| Drainage Area | Composite CN Number | Acreage |
| :---: | :---: | :---: |
| Basin H1 | 62 | 20.99 |
| Basin H2 | 59 | 9.32 |
| Basin H3 | 68 | 0.72 |
|  | Total Acreage | 31.03 |

Post-Development Composite CN Number and Acreage

| Drainage Area | Composite CN Number | Acreage |
| :--- | :---: | :---: |
| Basin P1 | 62 | 8.66 |
| Basin P2 | 58 | 8.85 |
| Basin P3 | 85 | 1.48 |
| Basin P4 | 86 | 0.34 |
| Basin P5 | 86 | 1.19 |

Design Curve Numbers (CN) by Foliage and Soil Type For Historical and Post-Development Conditions

| Foliage description | CN Number (Soil Type B) |
| :--- | :---: |
| Paved parking lots, roofs, driveways | 98 |
| Gravel (w/ right-of-way) | 85 |
| Woods - grass combination (good) | 58 |
| Brush - brush, weed, grass mix (fair) | 56 |
| Residential districts (1/8 acre) (town houses) | 85 |

Notes

1. Refer to Figure A3 for Foliage Regions
2. Average runoff condition, and la $=0.2 \mathrm{~S}$.

## Historical Composite Curve Number Calculations



## Post-Development Composite Curve Number Calculations

| $\begin{aligned} & \text { Sub-Area } \\ & \text { Identifier } \end{aligned}$ | Land Use | $\begin{aligned} & \text { Hydrologic } \\ & \text { Soil } \\ & \text { Group } \end{aligned}$ | $\begin{gathered} \text { Sub-Area } \\ \text { Area } \\ \text { (ac) } \end{gathered}$ | Curve Number |
| :---: | :---: | :---: | :---: | :---: |
| Basin P1 | Paved parking lots, roofs, driveways | B | . 792 | 98 |
|  | Gravel (w/ right-of-way) | B | . 196 | 85 |
|  | Brush - brush, weed, grass mix (fair) | B | 3.04 | 56 |
|  | Woods - grass combination (good) | B | 4.627 | 58 |
|  | Total Area / Weighted Curve Number |  | 8.66 | 62 |
| Basin P2 | Paved parking lots, roofs, driveways | B | . 072 | 98 |
|  | Brush - brush, weed, grass mix (fair) | B | . 26 | 56 |
|  | Woods - grass combination (good) | B | 8.516 | 58 |
|  | Total Area / Weighted Curve Number |  | 8.85 | 58 |
| Basin P3 | Residential districts (1/8 acre) | B | 1.478 | 85 |
|  | Total Area / Weighted Curve Number |  | 1.48 | 85 |
| Basin P4 | Paved parking lots, roofs, driveways | B | . 018 | 98 |
|  | Gravel (w/ right-of-way) | B | . 021 | 85 |
|  | Residential districts (1/8 acre) | B | . 3 | 85 |
|  | Total Area / Weighted Curve Number |  | . 34 | 86 |
| Basin P5 | Paved parking lots, roofs, driveways | B | . 077 | 98 |
|  | Gravel (w/ right-of-way) | B | . 078 | 85 |
|  | Residential districts (1/8 acre) | B | 1.034 | 85 |
|  | Total Area / Weighted Curve Number |  | 1.19 | 86 |

## Time of Concentration Calculations

## Historical and Post-Development

Time of Concentration Summary

Historical Time of Concentration

| Drainage Area | Time of Concentration <br> (Hours) |
| :--- | :---: |
| Basin H1 | 0.508 |
| Basin H2 | 0.234 |
| Basin H3 | 0.287 |

Post-Development Time of Concentration

| Drainage Area | Time of Concentration <br> (Hours) |
| :--- | :---: |
| Basin P1 | 0.272 |
| Basin P2 | 0.238 |
| Basin P3 | 0.1 |
| Basin P4 | 0.747 |
| Basin P5 | 0.643 |

## Historical Time of Concentration Calculations

| $\begin{aligned} & \text { Sub-Area } \\ & \text { Identifier/ } \end{aligned}$ | Flow Length (ft) | Slope <br> (ft/ft) | $\underset{\mathrm{n}}{\operatorname{Mann}}$ | $\begin{aligned} & \text { End } \\ & \text { Area } \\ & \text { (sq ft) } \end{aligned}$ | Wetted Perimeter (ft) | Velocity <br> (ft/sec) | Travel Time (hr) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Basin H1 |  |  |  |  |  |  |  |
| SHEET | 100 | 0.3630 | 0.400 |  |  |  | 0.172 |
| SHALLOW | 346 | 0.3630 | 0.050 |  |  |  | 0.010 |
| CHANNEL | 1675 | 0.0110 | 0.035 | 4.04 | 22.32 | 1.427 | 0.326 |
|  |  |  |  | Time of Concentration |  |  | . 508 |
| Basin H2 |  |  |  |  |  |  |  |
| SHEET | 100 | 0.3840 | 0.400 |  |  |  | 0.168 |
| SHALLOW | 613 | 0.3840 | 0.050 |  |  |  | 0.017 |
| CHANNEL | 495 | 0.0180 | 0.035 | 1.80 | 5.22 | 2.806 | 0.049 |
|  |  |  |  | Time of Concentration |  |  | . 234 |
| Basin H3 |  |  |  |  |  |  |  |
| SHEET | 100 | 0.0150 | 0.130 |  |  |  | 0.250 |
| SHALLOW | 260 | 0.0150 | 0.050 |  |  |  | 0.037 |
|  |  |  |  | Time of Concentration |  |  | . 287 |

## Post-Development Time of Concentration Calculations



## Historical and Post-Development Peak Discharge Rates at Design Points

## Historical and Post-Development

## Design Point 1 Peak Discharge Rates Summary

## Historical Peak Discharges at Design Point 1

| Drainage Area | 2-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 25-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 100-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ |
| :--- | :---: | :---: | :---: |
| Basin H1 | $<1.0$ | 1.5 | 5.73 |
| Basin H2 | - | - | - |
| Basin H3 | - | - | - |
| Total Peak Discharge $^{2}$ | $<1.0$ | 1.5 | 5.73 |

## Post-Development Peak Discharges at Design Point 1

| Drainage Area | 2-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 25-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 100-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ |
| :--- | :---: | :---: | :---: |
| Basin P1 | - | - | - |
| Basin P2 | - | - | - |
| Basin P3 | - | - | - |
| Basin P4 ${ }^{3}$ | 0.09 | 0.27 | 0.42 |
| Basin P5 | - | - | - |
| Total Peak Discharge <br> 3 | 0 | 0 | 0 |

Notes:

[^6]
## Historical and Post-Development

Design Point 2 Peak Discharge Rates Summary

Historical Peak Discharges at Design Point 2

| Drainage Area | 2-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 25-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 100-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ |
| :--- | :---: | :---: | :---: |
| Basin H1 | - | - | - |
| Basin H2 | - | - | - |
| Basin H3 | - | - | - |
| Total Peak <br> Discharge $^{2}$ | 0 | 0 | 0 |

Post-Development Peak Discharges at Design Point 2

| Drainage Area | 2-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{\mathbf{1}}$ | 25-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{\mathbf{1}}$ | 100-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ |
| :--- | :---: | :---: | :---: |
| Basin P1 | $<1$ | 0.9 | 3.54 |
| Basin P2 | - | - | - |
| Basin P3 | - | - | - |
| Basin P4 | - | - | - |
| Basin P5 | 0.33 | 1.05 | 1.62 |
| Total Peak <br> Discharge |  |  |  |

Notes:
${ }^{1}$ The 2-year, 24-hour rainfall event of 1.37 inches, $25-\mathrm{yr} 24$-hour rainfall event of 2.43 inches; and the 100-year 24-hour storm event of 3.16 inches
${ }^{2}$ Total Peak Discharge does not equal the sum of the peak discharges for each basin because they occur at different time intervals.

# Historical and Post-Development 

## Design Point 3 Peak Discharge Rate Summary

## Historical Peak Discharges at Design Point 3

| Drainage Area | 2-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 25-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ | 100-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $^{1}$ |
| :--- | :---: | :---: | :---: |
| Basin H1 | $<1$ | 1.5 | 5.73 |
| Basin H2 | $<1$ | 0.40 | 2.7 |
| Basin H3 | $<1$ | 0.22 | 0.53 |
| Total Peak | 0 | 1.92 | 7.69 |
| Discharge $^{2}$ | 0 |  |  |

Post-Development Peak Discharges at Design Point 3

| Drainage Area | 2-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $)^{1}$ | 25-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) $)^{1}$ | 100-Year, 24 Hour <br> Storm Event <br> Peak Discharge <br> (cfs) |
| :--- | :---: | :---: | :---: |
| Basin P1 | - | - | - |
| Basin P2 | $<1$ | 0.23 | 2.14 |
| Basin P3 | - | - | - |
| Basin P4 | - | - | - |
| Basin P5 | 0.79 | 2.55 | 3.93 |
| Total Peak <br> Discharge $^{2}$ | 0.79 | 2.55 | 4.78 |

## Notes:

${ }^{1}$ The 2 -year, 24 -hour rainfall event of 1.37 inches, 25 -yr 24 -hour rainfall event of 2.43 inches; and the 100-year 24 -hour storm event of 3.16 inches
${ }^{2}$ Total Peak Discharge does not equal the sum of the peak discharges for each basin because they occur at different time intervals.

## Stormwater Runoff Volumes

## Stormwater Runoff Volume Summary

## Historical

| Basin H1 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) | Volume (CF) |
| $2-\mathrm{yr}$ | 0 | 0.000 | - |
| $25-\mathrm{yr}$ | 0.197 | 0.345 | 15,010 |
| $100-\mathrm{yr}$ | 0.464 | 0.812 | 35,354 |


| Basin H2 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) | Volume (CF) |
| $2-\mathrm{yr}$ | 0 | 0.000 | - |
| $25-\mathrm{yr}$ | 0.135 | 0.105 | 4,567 |
| $100-\mathrm{yr}$ | 0.359 | 0.279 | 12,146 |


| Basin H3 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) | Volume (CF) |
| $2-\mathrm{yr}$ | 0 | 0.000 | - |
| $25-\mathrm{yr}$ | 0.124 | 0.007 | 324 |
| $100-\mathrm{yr}$ | 0.39 | 0.023 | 1,019 |

Stormwater Runoff Volume Summary Post-Development

Basin P1

| Basin P1 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) | Volume (CF) |
| $2-\mathrm{yr}$ | 0 | 0.000 | 0 |
| $25-\mathrm{yr}$ | 0.197 | 0.161 | 7,030 |
| $100-\mathrm{yr}$ | 0.463 | 0.379 | 16,521 |


| Basin P2 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) | Volume (CF) |
| $2-\mathrm{yr}$ | 0 | 0.000 | 0 |
| $25-\mathrm{yr}$ | 0.116 | 0.086 | 3,727 |
| $100-\mathrm{yr}$ | 0.327 | 0.241 | 10,505 |


| Basin P3 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) | Volume (CF) $^{1}$ |
| $2-\mathrm{yr}$ | 0.215 | 0.027 | 1,155 |
| $25-\mathrm{yr}$ | 0.952 | 0.117 | 5,115 |
| $100-\mathrm{yr}$ | 1.593 | 0.196 | 8,558 |


| Basin P4 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) <br> retained ${ }^{2}$ | Volume (CF) $_{\text {retained }^{2}}$ |
| $2-\mathrm{yr}$ | 0.143 | 0.004 | 175 |
| $25-\mathrm{yr}$ | 0.682 | 0.019 | 837 |
| $100-\mathrm{yr}$ | 1.129 | 0.032 | 1,385 |


| Basin P5 |  |  |  |
| :---: | :---: | :---: | :---: |
| Storm <br> Duration | Runoff amount (watershed- <br> inches) | Volume (Acre- <br> Ft) | Volume (CF) |
| 2 yr | 0.232 | 0.007 | 285 |
| 25 yr | 0.946 | 0.027 | 1,161 |
| 100 yr | 1.589 | 0.045 | 1,950 |

Note: $\quad{ }^{1}$ Volume of runoff decreased by the volume of settling pond at SW corner: 680 Cubic Feet
${ }^{2}$ Volume of Basin P4 retention pond is 1,700 cubic feet

## Calculations for Peak Discharge Rates and Stormwater Runoff Volumes

## Calculations for Historical Stormwater Peak Discharge Rates and Runoff Volumes

```
WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
\begin{tabular}{llll}
\begin{tabular}{l} 
WinTR-20: Version 1.10 \\
Belden Place PUD \\
Design Point 3 Basin H1, H2, H3
\end{tabular} & 0 & 0.05 \\
SUB-AREA: \\
& & & \\
& Basin H1 Outlet & .0328 & 62. \\
Basin H2 Outlet & .01456 & 59. & .508 \\
Basin H3 Outlet & .00113 & 68. & .234 \\
\end{tabular}
```

STREAM REACH:

| STORM ANALYSIS: |  |  |  |
| :---: | :---: | :---: | ---: |
| $2-\mathrm{Yr}$ | 1.37 | Type II | 2 |
| $25-\mathrm{Yr}$ | 2.43 | Type II | 2 |
| $100-\mathrm{Yr}$ | 3.16 | Type II | 2 |

STRUCTURE RATING:

GLOBAL OUTPUT:
20.05 YYYYN YYYYNN
WinTR-20 Printed Page File End of Input Data List
Belden Place PUD
Design Point 3 Basin H1, H2, H3
Name of printed page file:
TR20.out

|  |  |  |  | STORM 2-Yr |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { Area or } \\ & \text { Reach } \\ & \text { Identifier } \end{aligned}$ | $\begin{gathered} \text { Drainage } \\ \text { Area } \\ \text { (sq mi) } \end{gathered}$ | Rain Gage ID or Location | Runoff Amount (in) | Elevation (ft) | Peak Flow |  |  |
|  |  |  |  |  | Time | Rate | Rate |
|  |  |  |  |  | (hr) | (cfs) | (csm) |
| Basin H1 | 0.033 |  | 0.0 |  | 16.67 | 0.0 | 0.0 |
| Basin H2 | 0.015 |  | 0.0 |  | 24.00 | 0.0 | 0.0 |
| Basin H3 | 0.001 |  | 0.0 |  | 12.13 | 0.0 | 0.0 |
| OUTLET | 0.048 |  | 0.0 |  | 12.11 | 0.0 | 0.0 |
|  |  |  |  | STORM 25-Yr |  |  |  |
| Area or | Drainage | Rain Gage | Runoff |  | - Peak | W --- |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | (csm) |
| Basin H1 | 0.033 |  | 0.197 |  | 12.34 | 1.50 | 45.66 |



WinTR-20 Printed Page File Beginning of Input Data List TR20.inp

WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:

(continued)
STORM 25-Yr

08/29/2021 14:12

Belden Place PUD Design Point 3 Basin H1, H2, H3

Line

| (hr) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 18.495 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 18.720 | 0.24 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 18.944 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.22 | 0.22 |
| 19.169 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 |
| 19.394 | 0.22 | 0.22 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 19.618 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.20 |
| 19.843 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 20.067 | 0.20 | 0.20 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 20.292 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 20.516 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 20.741 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.18 | 0.18 |
| 20.966 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 21.190 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 21.415 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 21.639 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 21.864 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 22.089 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 22.313 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 22.538 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 22.762 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 22.987 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 23.212 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 23.436 | 0.18 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 23.661 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 23.885 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 24.110 | 0.17 | 0.16 | 0.15 | 0.14 | 0.13 | 0.12 | 0.11 |
| 24.334 | 0.10 | 0.08 | 0.07 | 0.06 | 0.05 |  |  |
| Area or | Drainage | Rain Gage | Runoff |  | Peal | k Flow |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | (csm) |



WinTR-20 Version 1.10

Belden Place Pud
Design Point 3 Basin H1, H2, H3
Line
Start Time ------------ Flow Values @ time increment of 0.015 hr -------------

| $(h r)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 13.353 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 13.456 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 13.560 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.15 |
| 13.663 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 13.766 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 13.870 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 13.973 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 14.077 | 0.14 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 14.180 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 14.284 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 14.387 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 14.491 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 14.594 | 0.13 | 0.13 | 0.13 | 0.12 | 0.12 | 0.12 | 0.12 |
| 14.698 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 14.801 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 14.904 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 15.008 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 15.111 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 15.215 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 15.318 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 15.422 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 15.525 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 15.629 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.111 |
| 15.732 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 15.835 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.939 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 16.042 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 16.146 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 16.249 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 16.353 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |

WinTR-55, Version 1.00.10 Page $3 \quad 8 / 29 / 2021$ 2:12:40 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:

(continued)
STORM 25-Yr

3

Belden Place PUD
Design Point 3 Basin H1, H2, H3

Line

| $\begin{array}{r} \text { Start Time } \\ (\mathrm{hr}) \end{array}$ | (cfs) | $\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0.015 \\ & (\mathrm{Cfs}) \end{aligned}$ | hr --(cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 18.629 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 18.732 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 18.836 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 18.939 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 19.043 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 19.146 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 19.249 | 0.08 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 19.353 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 19.456 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 19.560 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 19.663 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 19.767 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 19.870 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 19.974 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.077 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.181 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.284 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.387 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.491 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.594 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.698 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.801 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 20.905 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.008 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.112 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.215 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.318 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.422 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:


Belden Place PUD
Design Point 3 Basin H1, H2, H3

Line

| $\begin{aligned} \text { Start Time } \\ (\mathrm{hr}) \end{aligned}$ | (cfs) | $-\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0 . \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{gathered} 015 \text { hr }--- \\ \text { (cfs) } \end{gathered}$ | $(c f s)$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 23.905 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 24.008 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.05 | 0.05 |
| Area or | Drainage | Rain Gage | Runoff |  | Peak | Flow |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | (csm) |
| Basin H3 | 0.001 |  | 0.124 |  | 12.11 | 0.22 | 195.92 |

Line

| $\begin{aligned} \text { Start Time } \\ (h r) \end{aligned}$ | (cfs) | $\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0 . \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{gathered} \text { hr - } \\ (\mathrm{cfs}) \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.943 | 0.06 | 0.08 | 0.11 | 0.13 | 0.15 | 0.17 | 0.19 |
| 12.069 | 0.21 | 0.22 | 0.22 | 0.22 | 0.21 | 0.20 | 0.19 |
| 12.196 | 0.18 | 0.17 | 0.16 | 0.14 | 0.13 | 0.12 | 0.12 |
| 12.323 | 0.11 | 0.10 | 0.10 | 0.09 | 0.09 | 0.09 | 0.08 |
| 12.450 | 0.08 | 0.08 | 0.07 | 0.07 | 0.07 | 0.07 | 0.06 |
| 12.577 | 0.06 | 0.06 | 0.06 | 0.06 | 0.05 | 0.05 | 0.05 |
| Area or | Drainage | Rain Gage | Runoff |  | Pea |  |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | (csm) |

WinTR-20 Printed Page File Beginning of Input Data List TR20.inp
WinTR-20: Version 1.10 0 0.05
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:

| Basin H1 | Outlet | .0328 | 62. | .508 |
| :--- | :--- | :--- | :--- | :--- |
| Basin H2 | Outlet | .01456 | 59. | .234 |
| Basin H3 | Outlet | .00113 | 68. | .287 |

Line
Start Time ------------ Flow Values @ time increment of 0.015 hr

| (hr) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.949 | 0.07 | 0.09 | 0.20 | 0.26 | 0.40 | 0.52 | 0.64 |
| 12.052 | 0.78 | 0.92 | 1.05 | 1.18 | 1.30 | 1.41 | 1.50 |
| 12.156 | 1.58 | 1.65 | 1.71 | 1.76 | 1.80 | 1.83 | 1.86 |
| 12.259 | 1.88 | 1.90 | 1.91 | 1.92 | 1.91 | 1.91 | 1.90 |
| 12.362 | 1.89 | 1.87 | 1.85 | 1.82 | 1.79 | 1.76 | 1.73 |
| 12.466 | 1.70 | 1.66 | 1.63 | 1.60 | 1.57 | 1.55 | 1.52 |
| 12.569 | 1.49 | 1.47 | 1.44 | 1.42 | 1.39 | 1.37 | 1.35 |
| 12.673 | 1.32 | 1.30 | 1.28 | 1.21 | 1.19 | 1.17 | 1.16 |
| 12.776 | 1.14 | 1.12 | 1.11 | 1.09 | 1.08 | 1.06 | 1.05 |
| 12.880 | 1.03 | 1.02 | 1.01 | 1.00 | 0.99 | 0.98 | 0.97 |
| 12.983 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.90 |
| 13.087 | 0.89 | 0.89 | 0.88 | 0.87 | 0.86 | 0.86 | 0.85 |
| 13.190 | 0.84 | 0.84 | 0.83 | 0.82 | 0.82 | 0.81 | 0.80 |
| 13.294 | 0.80 | 0.79 | 0.79 | 0.78 | 0.78 | 0.77 | 0.77 |
| 13.397 | 0.76 | 0.76 | 0.75 | 0.75 | 0.74 | 0.74 | 0.73 |
| 13.500 | 0.73 | 0.72 | 0.72 | 0.72 | 0.71 | 0.71 | 0.70 |
| 13.604 | 0.70 | 0.70 | 0.69 | 0.69 | 0.68 | 0.68 | 0.68 |
| 13.707 | 0.67 | 0.67 | 0.67 | 0.66 | 0.66 | 0.65 | 0.65 |
| 13.811 | 0.65 | 0.64 | 0.64 | 0.64 | 0.63 | 0.63 | 0.63 |
| 13.914 | 0.62 | 0.62 | 0.62 | 0.61 | 0.61 | 0.61 | 0.60 |
| 14.018 | 0.60 | 0.60 | 0.60 | 0.59 | 0.59 | 0.59 | 0.58 |
| TR-20 Ve | n 1.10 |  | Page |  | 08/29/2021 14:12 |  |  |

WinTR-20 Version 1.10

Belden Place PUD
Design Point 3 Basin H1, H2, H3
Line

WinTR-55, Version 1.00.10 Page 6 2:29/2021 2:40 PM

WinTR-20 Printed Page File Beginning of Input Data List TR20.inp

WinTR-20: Version 1.10
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:

| Basin | H1 Outlet |  |
| ---: | :--- | ---: |
| Basin | H2 Outlet |  |
| Basin | H3 Outlet |  |
| 16.604 | 0.38 | 0.38 |
| 16.707 | 0.38 | 0.38 |
| 16.811 | 0.37 | 0.37 |
| 16.914 | 0.37 | 0.37 |
| 17.018 | 0.37 | 0.37 |
| 17.121 | 0.37 | 0.36 |
| 17.225 | 0.36 | 0.36 |
| 17.328 | 0.36 | 0.36 |
| 17.432 | 0.36 | 0.36 |
| 17.535 | 0.35 | 0.35 |
| 17.639 | 0.35 | 0.35 |
| 17.742 | 0.35 | 0.35 |
| 17.845 | 0.34 | 0.34 |
| 17.949 | 0.34 | 0.34 |
| 18.052 | 0.34 | 0.34 |
| 18.156 | 0.33 | 0.33 |
| 18.259 | 0.33 | 0.33 |
| 18.363 | 0.33 | 0.33 |
| 18.466 | 0.32 | 0.32 |
| 18.570 | 0.32 | 0.32 |
| 18.673 | 0.32 | 0.32 |
| 18.777 | 0.31 | 0.31 |
| 18.880 | 0.31 | 0.31 |
| 18.983 | 0.31 | 0.31 |
| 19.087 | 0.30 | 0.30 |
| 19.190 | 0.30 | 0.30 |
| 19.294 | 0.29 | 0.29 |

WinTR-20 Version 1.10
(continued)

STORM 25-Yr
$\begin{array}{lll}0 & 0 & 0.05\end{array}$


Belden Place PUD Design Point 3 Basin H1, H2, H3

Line
Start Time
(hr)
19.397
------------ Flow Values @ time i
. 397
19.501
19.604
19.708
19.811
19.914
20.018
20.121
20.225
20.328
20.432
20.535
20.639
20.742
20.846
20.949
21.052
21.156
21.259
21.363
21.466
21.570

| $(c f s)$ | $(c f s)$ | $(c f s)$ |
| :---: | :---: | :---: |
|  |  |  |
| 0.29 | 0.29 | 0.29 |
| 0.29 | 0.29 | 0.29 |
| 0.28 | 0.28 | 0.28 |
| 0.28 | 0.28 | 0.28 |
| 0.27 | 0.27 | 0.27 |
| 0.27 | 0.27 | 0.27 |
| 0.27 | 0.26 | 0.26 |
| 0.26 | 0.26 | 0.26 |
| 0.26 | 0.26 | 0.26 |
| 0.26 | 0.26 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |


| $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ |
| :--- | :--- | :--- | :--- |
| 0.29 | 0.29 | 0.29 | 0.29 |
| 0.28 | 0.28 | 0.28 | 0.28 |
| 0.28 | 0.28 | 0.28 | 0.28 |
| 0.28 | 0.28 | 0.28 | 0.27 |
| 0.27 | 0.27 | 0.27 | 0.27 |
| 0.27 | 0.27 | 0.27 | 0.27 |
| 0.26 | 0.26 | 0.26 | 0.26 |
| 0.26 | 0.26 | 0.26 | 0.26 |
| 0.26 | 0.26 | 0.26 | 0.26 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 | 0.25 |

WinTR-55, Version 1.00.10
Page 7
8/29/2021 2:12:40 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
WinTR-20: Version 1.10
$\begin{array}{lll}0 & 0 & 0.05\end{array}$
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:

| Basin H1 |  | Outlet | . 0328 |  | 62. | . 508 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | H2 | Outlet |  |  |  |  |  |
|  | H3 | Outlet | . 00113 |  |  |  |  |
| 21.673 | 30.250 .25 |  | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.777 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.880 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.984 | 0.25 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.087 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.190 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.294 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.397 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.501 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.604 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.708 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.811 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 22.915 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.018 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.122 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.225 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.328 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.432 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.535 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.639 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 23.742 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.23 |
| 23.846 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 23.949 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 24.053 | 0.23 | 0.23 | 0.22 | 0.22 | 0.21 | 0.16 | 0.16 |
| 24.156 | 0.16 | 0.15 | 0.15 | 0.15 | 0.14 | 0.14 | 0.13 |
| 24.259 | 0.13 | - 0.12 | 0.11 | 0.11 | 0.10 | 0.10 | 0.09 |
| 24.363 | 0.08 | 0.08 | 0.07 | 0.07 | 0.06 | 0.06 | 0.05 |
| 24.466 | 0.05 |  |  |  |  |  |  |

WinTR-20 Version 1.10
Page 7
08/29/2021 14:12
STORM 25-Yr
(continued)

Belden Place PUD
Design Point 3 Basin H1, H2, H3

STORM 100-Yr


WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:

(continued)
STORM 100-Yr

WinTR-20 Version 1.10

Belden Place PUD
Design Point 3 Basin H1, H2, H3
Line

| $\begin{array}{r} \text { Start Time } \\ (\mathrm{hr}) \end{array}$ | (cfs) | $\begin{gathered} --\begin{array}{c} \text { Flow } \\ (\mathrm{cfs}) \end{array} \end{gathered}$ | Values @ time (cfs) | $\begin{aligned} & \text { increment } \\ & \text { (cfs) } \end{aligned}$ | $\begin{aligned} & \text { of } 0 \\ & (c f s) \end{aligned}$ | $\begin{aligned} & 0.032 \mathrm{hr}-- \\ & \text { (cfs) } \end{aligned}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 21.530 | 0.34 | 0.34 | 0.34 | 0.34 | 0.34 | $4 \quad 0.34$ | 0.34 |
| 21.754 | 0.34 | 0.34 | 0.34 | 0.34 | 0.34 | 40.33 | 0.33 |
| 21.979 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 22.203 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 22.428 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 22.653 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | -0.33 | 0.33 |
| 22.877 | 0.33 | 0.33 | 0.33 | 0.32 | 0.32 | - 0.32 | 0.32 |
| 23.102 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | - 0.32 | 0.32 |
| 23.326 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | - 0.32 | 0.32 |
| 23.551 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | - 0.32 | 0.32 |
| 23.775 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | - 0.32 | 0.32 |
| 24.000 | 0.31 | 0.31 | 0.31 | 0.31 | 0.30 | 0.29 | 0.27 |
| 24.225 | 0.25 | 0.23 | 0.21 | 0.18 | 0.16 | 60.14 | 0.12 |
| 24.449 | 0.10 | 0.08 | 0.07 | 0.06 | 0.05 |  |  |
| Area or | Drainage | Rain Gage | Runoff | -------- | Pea | k Flow |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | (csm) |
| WinTR-55, V | Version 1.00 | 00.10 | Page 9 |  |  | 8/29/20 | 2:1 |




WinTR-20 Printed Page File Beginning of Input Data List TR20.inp

WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Design Point 3 Basin H1, H2, H3
SUB-AREA:

|  | Basin H1 | Outlet |  | . 0328 6 | 62. | . 508 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Basin H2 | Outlet |  | . 01456 | 59. | . 234 |  |
|  | Basin H3 | Outlet |  | . 001136 | 68. | . 287 |  |
| 16.225 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 16.329 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 16.432 | 0.21 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 16.536 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 16.639 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 16.743 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 16.846 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 16.950 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 17.053 | 0.20 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 17.157 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 17.260 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 17.363 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 17.467 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 17.570 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.18 | 0.18 |
| 17.674 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 17.777 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 17.881 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 17.984 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 18.088 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.17 |
| 18.191 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 18.295 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 18.398 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 18.501 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 18.605 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.16 | 0.16 |
| 18.708 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 18.812 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 18.915 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 19.019 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 19.122 | 0.16 | 0.16 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 19.226 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 19.329 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 19.433 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 19.536 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.14 | 0.14 |
| 19.639 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 19.743 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |

WinTR-20 Version 1.10 Page 10 08/29/2021 14:12

> Belden Place PUD
> Design Point 3 Basin H1, H2, H3

Line

| $\begin{array}{r} \text { Start Time } \\ \text { (hr) } \end{array}$ | (cfs) | (cfs) | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{gathered} \text { hr - } \\ \text { (cfs) } \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 19.846 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 19.950 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 20.053 | 0.14 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.157 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.260 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.364 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.467 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.571 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.674 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.777 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.881 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.984 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 21.088 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 21.191 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |

WinTR-55, Version 1.00.10 Page 11 2/29/2021 2:12:40 PM

WinTR-20 Version $1.10 \quad$ Page 11 08/29/2021 14:12

Design Point 3 Basin H1, H2, H3

Line

| (hr) | (cfs) | (cfs) |  | increment <br> (cfs) | (cfs) | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.834 | 0.06 | 0.08 | 0.11 | 0.14 | 0.17 | 0.21 | 0.26 |
| 11.961 | 0.31 | 0.35 | 0.40 | 0.44 | 0.48 | 0.51 | 0.53 |
| 12.088 | 0.53 | 0.53 | 0.52 | 0.49 | 0.46 | 0.43 | 0.40 |
| 12.215 | 0.37 | 0.34 | 0.31 | 0.28 | 0.26 | 0.24 | 0.23 |
| 12.342 | 0.21 | 0.20 | 0.19 | 0.18 | 0.17 | 0.16 | 0.15 |
| 12.469 | 0.15 | 0.14 | 0.14 | 0.13 | 0.13 | 0.12 | 0.12 |
| 12.595 | 0.11 | 0.11 | 0.10 | 0.10 | 0.10 | 0.10 | 0.09 |
| 12.722 | 0.09 | 0.09 | 0.09 | 0.08 | 0.08 | 0.08 | 0.08 |
| 12.849 | 0.08 | 0.08 | 0.08 | 0.07 | 0.07 | 0.07 | 0.07 |
| 12.976 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 13.103 | 0.07 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 13.230 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |

WinTR-55, Version 1.00.10 Page 12 8/29/2021 2:12:40 PM


| $\begin{gathered} \text { Line } \\ \text { Start Time } \\ \text { (hr) } \end{gathered}$ | (cfs) | $\begin{aligned} & \text { Flow } \\ & (\mathrm{cfs}) \end{aligned}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{gathered} \text { hr - } \\ \text { (cfs) } \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.836 | 0.06 | 0.08 | 0.20 | 0.38 | 0.55 | 0.79 | 1.10 |
| 11.940 | 1.46 | 1.90 | 2.37 | 2.93 | 3.49 | 4.09 | 4.68 |
| 12.043 | 5.26 | 5.79 | 6.27 | 6.67 | 6.99 | 7.23 | 7.42 |
| 12.147 | 7.55 | 7.65 | 7.67 | 7.69 | 7.65 | 7.61 | 7.55 |
| 12.250 | 7.48 | 7.39 | 7.28 | 7.17 | 7.03 | 6.89 | 6.72 |
| 12.353 | 6.55 | 6.37 | 6.19 | 6.01 | 5.83 | 5.65 | 5.47 |
| 12.457 | 5.30 | 5.13 | 4.97 | 4.82 | 4.68 | 4.55 | 4.42 |
| 12.560 | 4.31 | 4.19 | 4.08 | 3.97 | 3.87 | 3.77 | 3.68 |
| 12.664 | 3.59 | 3.50 | 3.42 | 3.33 | 3.26 | 3.19 | 3.12 |
| 12.767 | 3.05 | 2.99 | 2.93 | 2.88 | 2.82 | 2.77 | 2.72 |
| 12.871 | 2.67 | 2.63 | 2.58 | 2.54 | 2.50 | 2.47 | 2.43 |
| 12.974 | 2.40 | 2.36 | 2.33 | 2.30 | 2.27 | 2.24 | 2.21 |
| 13.078 | 2.19 | 2.16 | 2.13 | 2.11 | 2.09 | 2.06 | 2.04 |
| 13.181 | 2.02 | 2.00 | 1.98 | 1.96 | 1.94 | 1.92 | 1.90 |
| 13.284 | 1.89 | 1.87 | 1.85 | 1.84 | 1.82 | 1.81 | 1.79 |
| 13.388 | 1.78 | 1.76 | 1.75 | 1.73 | 1.72 | 1.70 | 1.69 |
| 13.491 | 1.68 | 1.67 | 1.65 | 1.64 | 1.63 | 1.62 | 1.61 |
| 13.595 | 1.60 | 1.58 | 1.57 | 1.56 | 1.50 | 1.49 | 1.48 |
| 13.698 | 1.47 | 1.46 | 1.46 | 1.45 | 1.44 | 1.43 | 1.42 |
| 13.802 | 1.41 | 1.40 | 1.39 | 1.38 | 1.38 | 1.37 | 1.36 |
| 13.905 | 1.35 | 1.34 | 1.33 | 1.33 | 1.32 | 1.31 | 1.30 |
| 14.009 | 1.29 | 1.29 | 1.28 | 1.27 | 1.26 | 1.26 | 1.25 |
| 14.112 | 1.24 | 1.23 | 1.23 | 1.22 | 1.21 | 1.21 | 1.20 |
| 14.216 | 1.20 | 1.19 | 1.18 | 1.18 | 1.17 | 1.17 | 1.16 |
| 14.319 | 1.16 | 1.15 | 1.15 | 1.15 | 1.14 | 1.14 | 1.13 |
| WinTR-20 Ve | n 1.10 |  | Page 12 |  | 08/29/2021 14:12 |  |  |

Belden Place PUD
Design Point 3 Basin H1, H2, H3


WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp

WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:


Belden Place PUD Design Point 3 Basin H1, H2, H3


WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp

WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Design Point 3 Basin H1, H2, H3

SUB-AREA:



```
WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
WinTR-20: Version 1.10 0 0 0.05
n Place PUD
Design Point 3 Basin H1, H2, H3
SUB-AREA:
\begin{tabular}{lllll} 
Basin H1 & Outlet & .0328 & 62. & .508 \\
Basin H2 & Outlet & .01456 & 59. & .234 \\
Basin H3 & Outlet & .00113 & 68. & .287
\end{tabular}
```

WinTR-20 Version 1.10 Page 15
08/29/2021 14:12

# Calculations for Post-Development Peak Discharge Rates and Stormwater Runoff Volumes 

| WinTR-20 Printed Page File TR20.inp |  | Beginning of Input Data List |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Wintr-20: Version 1 |  | 0 | 0 | 0.05 |
| Belden Place PUD |  |  |  |  |
| Proposed Basins P1 through P5 |  |  |  |  |
| SUB-AREA: |  |  |  |  |
| Basin P1 | Outlet | . 01353 | 62. | . 272 |
| Basin P2 | Outlet | . 01383 | 58. | . 238 |
| Basin P3 | Outlet | . 00231 | 85. | . 1 |
| Basin P4 | Outlet | . 00053 | 86. | . 747 |
| Basin P5 | Outlet | . 00186 | 86. | . 643 |
| STREAM REACH: |  |  |  |  |
| STORM ANALYSIS: |  |  |  |  |
| 2-Yr |  | 1.37 | Type II | 2 |
| 25-Yr |  | 2.43 | Type II | 2 |
| 100-Yr |  | 3.16 | Type II | 2 |

GLOBAL OUTPUT:
20.05 YYYYN YYYYNN
WinTR-20 Printed Page File End of Input Data List
Belden Place PUD
Proposed Basins P1 through P5
Name of printed page file:
TR20.out


## Line

Start Time ------------ Flow Values @ time increment of 0.006 hr --------------

| $(h r)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.664 | 0.05 | 0.06 | 0.06 | 0.07 | 0.07 | 0.08 | 0.08 |
| 11.708 | 0.09 | 0.09 | 0.10 | 0.10 | 0.11 | 0.12 | 0.13 |
| 11.752 | 0.14 | 0.15 | 0.16 | 0.18 | 0.19 | 0.20 | 0.21 |
| 11.796 | 0.22 | 0.23 | 0.25 | 0.26 | 0.27 | 0.29 | 0.31 |
| 11.840 | 0.34 | 0.37 | 0.40 | 0.44 | 0.47 | 0.51 | 0.55 |
| 11.885 | 0.58 | 0.62 | 0.65 | 0.68 | 0.71 | 0.73 | 0.75 |
| 11.929 | 0.77 | 0.78 | 0.79 | 0.79 | 0.79 | 0.78 | 0.78 |
| 11.973 | 0.77 | 0.77 | 0.77 | 0.76 | 0.76 | 0.76 | 0.76 |
| 12.017 | 0.75 | 0.75 | 0.73 | 0.70 | 0.67 | 0.63 | 0.59 |
| 12.061 | 0.54 | 0.49 | 0.45 | 0.41 | 0.37 | 0.34 | 0.31 |
| 12.106 | 0.29 | 0.27 | 0.26 | 0.24 | 0.23 | 0.22 | 0.21 |
| 12.150 | 0.20 | 0.19 | 0.19 | 0.18 | 0.18 | 0.17 | 0.17 |
| 12.194 | 0.17 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.15 |
| 12.238 | 0.15 | 0.15 | 0.15 | 0.15 | 0.14 | 0.14 | 0.14 |
| 12.282 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.13 |
| 12.327 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.12 |

WinTR-55, Version 1.00.10 Page 1 8/29/2021 2:04:43 PM


## Belden Place PUD Proposed Basins P1 through P5

| $\begin{gathered} \text { Line } \\ \text { Start Time } \\ \text { (hr) } \end{gathered}$ | (cfs) | $\begin{gathered} --\quad \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment (cfs) | $\begin{aligned} & \text { of } 0 . \\ & (c f s) \end{aligned}$ | $\begin{gathered} \text { hr }-- \\ (c f s) \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 13.344 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 13.388 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 13.432 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 13.476 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 13.520 | 0.05 |  |  |  |  |  |  |
| Area or | Drainage | Rain Gage | Runoff | ------------ Peak Flow |  |  |  |
| Reach Identifier | $\begin{aligned} & \text { Area } \\ & \text { (sq mi) } \end{aligned}$ | Location | Amount <br> (in) | Elevation (ft) | $\begin{aligned} & \text { Time } \\ & \text { (hr) } \end{aligned}$ | $(c f s)$ | Rate (csm) |
| Basin P4 | $0.530 \mathrm{E}-03$ |  | 0.143 |  | 12.36 | 0.09 | 160.65 |
| Line |  | 10w | Values a time | increment | of |  |  |
| (hr) | (cfs) | $(c f s)$ | (cfs) | (cfs) | $(c f s)$ | (cfs) | (cfs) |
| 12.120 | 0.05 | 0.06 | 0.07 | 0.08 | 0.08 | 0.09 | 0.08 |
| 12.450 | 0.08 | 0.08 | 0.07 | 0.07 | 0.06 | 0.06 | 0.05 |
| Area or | Drainage | Rain Gage | Runoff | ------- | Pea |  |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | ( csm) |
| Basin P5 | 0.002 |  | 0.232 |  | 12.29 | 0.33 | 178.76 |

WinTR-55, Version 1.00.10 Page 2 8/29/2021 2:04:43 PM



## Belden Place PUD

Proposed Basins P1 through P5

| $\begin{aligned} \text { Start Time } \\ (h r) \end{aligned}$ | (cfs) | $\begin{aligned} & \text { Flow } \\ & (\mathrm{cfs}) \end{aligned}$ | Values @ time (cfs) | increment (cfs) | $\begin{aligned} & \text { of } 0.006 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{aligned} & \text { hr -- } \\ & \text { (cfs) } \end{aligned}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.840 | 0.34 | 0.37 | 0.40 | 0.44 | 0.47 | 0.51 | 0.55 |
| 11.885 | 0.58 | 0.62 | 0.67 | 0.71 | 0.74 | 0.78 | 0.81 |
| 11.929 | 0.84 | 0.85 | 0.86 | 0.87 | 0.87 | 0.87 | 0.87 |
| 11.973 | 0.87 | 0.87 | 0.88 | 0.88 | 0.88 | 0.89 | 0.89 |
| 12.017 | 0.89 | 0.89 | 0.88 | 0.86 | 0.83 | 0.80 | 0.76 |
| 12.061 | 0.72 | 0.68 | 0.65 | 0.62 | 0.60 | 0.58 | 0.56 |
| 12.106 | 0.55 | 0.55 | 0.54 | 0.54 | 0.54 | 0.53 | 0.53 |
| 12.150 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 |
| 12.194 | 0.53 | 0.54 | 0.54 | 0.54 | 0.54 | 0.55 | 0.55 |
| 12.238 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 |
| 12.282 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 |
| 12.327 | 0.55 | 0.55 | 0.54 | 0.54 | 0.54 | 0.54 | 0.53 |
| 12.371 | 0.53 | 0.53 | 0.52 | 0.52 | 0.51 | 0.51 | 0.51 |
| 12.415 | 0.50 | 0.50 | 0.50 | 0.49 | 0.49 | 0.48 | 0.48 |
| 12.459 | 0.47 | 0.47 | 0.46 | 0.46 | 0.45 | 0.45 | 0.44 |
| 12.504 | 0.44 | 0.43 | 0.43 | 0.42 | 0.42 | 0.41 | 0.41 |
| 12.548 | 0.40 | 0.40 | 0.39 | 0.39 | 0.38 | 0.38 | 0.37 |
| 12.592 | 0.37 | 0.36 | 0.36 | 0.35 | 0.35 | 0.35 | 0.34 |
| 12.636 | 0.34 | 0.33 | 0.33 | 0.33 | 0.32 | 0.32 | 0.32 |

WinTR-55, Version 1.00.10 Page $3 \quad$ 8/29/2021 2:04:43 PM



WinTR-20 Printed Page File Beginning of Input Data List TR20.inp

WinTR-20: Version 1.10
$0 \quad 0$
$0 \quad 0.05$
n Place PUD
Proposed Basins P1 through P5

SUB-AREA:

|  | P1 | Outlet |
| :---: | :---: | :---: |
|  | P2 | Outlet |
|  | P3 | Outlet |
| 12.902 | 0.28 | 0.28 |
| 13.022 | 0.26 | 0.26 |
| 13.142 | 0.25 | 0.25 |
| 13.262 | 0.24 | 0.23 |
| 13.383 | 0.23 | 0.22 |
| 13.503 | 0.22 | 0.21 |
| 13.623 | 0.21 | 0.20 |
| 13.743 | 0.20 | 0.20 |
| 13.864 | 0.19 | 0.19 |
| 13.984 | 0.18 | 0.18 |
| 14.104 | 0.17 | 0.17 |
| 14.224 | 0.17 | 0.17 |
| 14.345 | 0.16 | 0.16 |
| 14.465 | 0.16 | 0.16 |
| 14.585 | 0.16 | 0.16 |
| 14.705 | 0.16 | 0.16 |
| 14.826 | 0.15 | 0.15 |
| 14.946 | 0.15 | 0.15 |
| 15.066 | 0.15 | 0.15 |
| 15.186 | 0.15 | 0.15 |
| 15.307 | 0.14 | 0.14 |
| 15.427 | 0.14 | 0.14 |
| 15.547 | 0.14 | 0.14 |
| 15.667 | 0.13 | 0.13 |
| 15.788 | 0.13 | 0.13 |
| 15.908 | 0.13 | 0.13 |
| 16.028 | 0.12 | 0.12 |
| 16.148 | 0.12 | 0.12 |
| 16.269 | 0.12 | 0.12 |
| 16.389 | 0.12 | 0.12 |
| 16.509 | 0.12 | 0.12 |
| 16.629 | 0.12 | 0.12 |
| 16.750 | 0.11 | 0.11 |
| 16.870 | 0.11 | 0.11 |
| 16.990 | 0.11 | 0.11 |
| 17.110 | 0.11 | 0.11 |
| 17.231 | 0.11 | 0.11 |


|  | Outlet |  | .0138 |  |
| :--- | :--- | :--- | :--- | :---: |
| 12.902 | 0.28 | 0.28 | 0.28 |  |
| 13.022 | 0.26 | 0.26 | 0.26 |  |
| 13.142 | 0.25 | 0.25 | 0.24 |  |


| 13.262 | 0.24 | 0.23 | 0.23 |
| :--- | :--- | :--- | :--- |
| 13.383 | 0.23 | 0.22 | 0.22 |
| 13.503 | 0.22 | 0.21 | 0.21 |
| 13.623 | 0.21 | 0.20 | 0.20 |


| 13.743 | 0.20 | 0.20 | 0.19 |
| :--- | :--- | :--- | :--- |
| 13.864 | 0.19 | 0.19 | 0.19 |


| 13.984 | 0.18 | 0.18 | 0.18 |
| :--- | :--- | :--- | :--- |
| 14.104 | 0.17 | 0.17 | 0.17 |
| 14.224 | 0.17 | 0.17 | 0.17 |


| 14.345 | 0.16 | 0.16 | 0.16 |
| :--- | :--- | :--- | :--- |
| 14.465 | 0.16 | 0.16 | 0.16 |


| 14.585 | 0.16 | 0.16 | 0.16 |
| :--- | :--- | :--- | :--- |
| 14.705 | 0.16 | 0.16 | 0.16 |








WinTR-20 Version 1.10
STORM 25-Y


Wintr-20 Version 1.10
Belden Place PUD
Proposed Basins P1 through P5

Line

| $\begin{array}{r} \text { Start Time } \\ (h r) \end{array}$ | $(c f s)$ | $\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | of 0 (cfs) | $\begin{gathered} \text { hr }- \\ (\mathrm{cfs}) \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 23.484 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 23.604 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 23.724 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 23.845 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |



WinTR-20 Version 1.10

Belden Place PUD
Proposed Basins P1 through P5
Line
Start Time ------------ Flow Values @ time increment of $0.015 \mathrm{hr}-----------$
(hr) (cfs) (cfs) (cfs) (cfs) (cfs) (cfs)
WinTR-55, Version 1.00.10 Page 7 8/29/2021 2:04:43 PM

WinTR-20 Printed Page File TR20.inp

WinTR-20: Version 1.10
n Place PUD
Proposed Basins P1 through P5

| SUB-AREA: |  |  |
| :---: | :---: | :---: |
|  | Basin P1 | Outlet |
|  | Basin P2 | Outlet |
|  | Basin P3 | Outlet |
| 15.612 | 0.09 | 0.09 |
| 15.718 | 0.09 | 0.09 |
| 15.823 | 0.09 | 0.09 |
| 15.928 | 0.09 | 0.09 |
| 16.033 | 0.09 | 0.09 |
| 16.138 | 0.08 | 0.08 |
| 16.244 | 0.08 | 0.08 |
| 16.349 | 0.08 | 0.08 |
| 16.454 | 0.08 | 0.08 |
| 16.559 | 0.08 | 0.08 |
| 16.665 | 0.08 | 0.08 |
| 16.770 | 0.08 | 0.08 |
| 16.875 | 0.08 | 0.08 |
| 16.980 | 0.08 | 0.08 |
| 17.085 | 0.08 | 0.08 |
| 17.191 | 0.08 | 0.08 |
| 17.296 | 0.08 | 0.08 |
| 17.401 | 0.08 | 0.08 |
| 17.506 | 0.08 | 0.08 |
| 17.612 | 0.08 | 0.08 |
| 17.717 | 0.08 | 0.08 |
| 17.822 | 0.08 | 0.08 |
| 17.927 | 0.07 | 0.07 |
| 18.032 | 0.07 | 0.07 |
| 18.138 | 0.07 | 0.07 |
| 18.243 | 0.07 | 0.07 |
| 18.348 | 0.07 | 0.07 |
| 18.453 | 0.07 | 0.07 |
| 18.559 | 0.07 | 0.07 |
| 18.664 | 0.07 | 0.07 |
| 18.769 | 0.07 | 0.07 |
| 18.874 | 0.07 | 0.07 |
| 18.979 | 0.07 | 0.07 |
| 19.085 | 0.07 | 0.07 |
| 19.190 | 0.07 | 0.07 |
| 19.295 | 0.06 | 0.06 |
| 19.400 | 0.06 | 0.06 |
| 19.505 | 0.06 | 0.06 |
| 19.611 | 0.06 | 0.06 |
| 19.716 | 0.06 | 0.06 |
| 19.821 | 0.06 | 0.06 |
| 19.926 | 0.06 | 0.06 |
| 20.032 | 0.06 | 0.06 |
| 20.137 | 0.06 | 0.06 |
| 20.242 | 0.06 | 0.06 |
| 20.347 | 0.06 | 0.06 |
| 20.452 | 0.06 | 0.06 |
| 20.558 | 0.06 | 0.06 |
| 20.663 | 0.06 | 0.06 |
| 20.768 | 0.06 | 0.06 |
| 20.873 | 0.06 | 0.06 |

WinTR-20 Version 1.10

Beginning of Input Data List
(continued)
STORM 25-Yr

| .01353 | 62. | .272 |
| :--- | :--- | :--- |
| .01383 | 58. | .238 |
| .00231 | 85. | .1 |

0.09
0.09
0.0
0.09
0.09

| 0.09 | 0.09 | 0.09 |
| :--- | :--- | :--- |
| 0.09 | 0.09 | 0.09 |
| 0.09 | 0.09 | 0.09 |

0.0
0.08

### 0.08

0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.08
0.07
0.087
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07
0.07

| 0.07 | 0.07 |
| :--- | :--- |
| 0.07 | 0.07 |

0.06
0.06

0.066
0.06
0.06

| 0.066 | 0.06 |
| :--- | :--- |
| 0.06 | 0.06 |

0.06
0.06
0.06
0.06
0.06
.06
0.06

| 0.06 | 0.06 |
| :--- | :--- |
| 0.06 | 0.06 |


| 0.06 | 0.06 |
| :--- | :--- |
| 0.06 | 0.06 |

0.06

| 0.06 | 0.06 | 0.06 | 0.06 |
| :--- | :--- | :--- | :--- |
| 0.06 | 0.06 |  |  |

0.06
0.06
0.06

| 0.06 | 0.06 |
| :--- | :--- |
| 0.06 | 0.06 |

0.06
0.06
$0.06 \quad 0.06$
0.06
0.06
.06
$0.06 \quad 0.06$

| 0.06 | 0.06 | 0.06 |
| :--- | :--- | :--- |
| 0.06 | 0.06 | 0.06 |
| 0.06 | 0.06 | 0.06 |

0.06
0.06
0.0
0.09
0.0
.08
0
.08
0.08
0
0.08
9
0.08
0.08
$\square$


| $\begin{gathered} \text { Line } \\ \text { Start Time } \\ \text { (hr) } \end{gathered}$ | (cfs) | $\begin{gathered} \text { Flow } \\ \text { (cfs) } \end{gathered}$ | Values @ time (cfs) | increment (cfs) | $\begin{aligned} & \text { of } 0 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{gathered} \mathrm{hr}-- \\ (\mathrm{cfs}) \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20.979 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.084 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.189 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.294 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.399 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.505 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.610 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.715 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.820 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 21.926 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.031 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.136 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.241 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.346 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.452 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.557 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.662 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.767 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 22.873 | 0.06 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 22.978 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.083 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.188 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.293 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.399 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.504 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.609 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.714 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.820 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 23.925 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 24.030 | 0.05 | 0.05 | 0.05 |  |  |  |  |
| Area or | Drainage | Rain Gage | Runoff | --------- | Peak | W -- |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | (csm) |
| Basin P3 | 0.002 |  | 0.952 |  | 11.94 | 2.55 | 05.26 |

## Line

Start Time ------------ Flow Values @ time increment of 0.006 hr -------------

| $(h r)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ | $(c f s)$ |
| ---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.016 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 11.060 | 0.05 | 0.05 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 11.104 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 11.148 | 0.06 | 0.06 | 0.06 | 0.06 | 0.07 | 0.07 | 0.07 |
| 11.193 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 11.237 | 0.07 | 0.07 | 0.07 | 0.08 | 0.08 | 0.08 | 0.08 |
| 11.281 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 11.325 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 11.369 | 0.09 | 0.09 | 0.09 | 0.10 | 0.10 | 0.10 | 0.10 |

WinTR-55, Version 1.00.10 Page 9 8/29/2021 2:04:43 PM

| WinTR-20 Printed Page File | Beginning of Input Data List |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| TR20.inp |  |

> Belden Place PUD
> Proposed Basins P1 through P5

Line

(hr)

| 11.458 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 11.502 | 0.11 | 0.12 | 0.12 | 0.12 | 0.13 | 0.13 | 0.14 |
| 11.546 | 0.15 | 0.16 | 0.17 | 0.18 | 0.19 | 0.20 | 0.21 |
| 11.591 | 0.22 | 0.23 | 0.24 | 0.24 | 0.25 | 0.26 | 0.27 |
| 11.635 | 0.29 | 0.31 | 0.34 | 0.36 | 0.39 | 0.41 | 0.44 |
| 11.679 | 0.46 | 0.49 | 0.51 | 0.53 | 0.55 | 0.56 | 0.58 |
| 11.723 | 0.61 | 0.63 | 0.66 | 0.70 | 0.74 | 0.78 | 0.82 |
| 11.767 | 0.87 | 0.91 | 0.95 | 0.99 | 1.03 | 1.06 | 1.09 |
| 11.812 | 1.13 | 1.17 | 1.21 | 1.27 | 1.35 | 1.44 | 1.53 |
| 11.856 | 1.64 | 1.75 | 1.85 | 1.96 | 2.06 | 2.15 | 2.24 |
| 11.900 | 2.32 | 2.39 | 2.45 | 2.50 | 2.53 | 2.55 | 2.55 |
| 11.944 | 2.54 | 2.52 | 2.49 | 2.45 | 2.42 | 2.38 | 2.35 |
| 11.988 | 2.32 | 2.30 | 2.28 | 2.26 | 2.24 | 2.21 | 2.16 |
| 12.033 | 2.09 | 2.00 | 1.88 | 1.76 | 1.62 | 1.49 | 1.36 |
| 12.077 | 1.23 | 1.12 | 1.02 | 0.93 | 0.86 | 0.80 | 0.74 |
| 12.121 | 0.70 | 0.66 | 0.63 | 0.60 | 0.57 | 0.55 | 0.53 |
| 12.165 | 0.51 | 0.50 | 0.48 | 0.47 | 0.46 | 0.45 | 0.44 |
| 12.209 | 0.44 | 0.43 | 0.43 | 0.42 | 0.42 | 0.41 | 0.41 |
| 12.254 | 0.40 | 0.39 | 0.39 | 0.38 | 0.38 | 0.38 | 0.37 |
| 12.298 | 0.37 | 0.37 | 0.37 | 0.36 | 0.36 | 0.36 | 0.35 |
| 12.342 | 0.35 | 0.35 | 0.34 | 0.34 | 0.33 | 0.33 | 0.32 |
| 12.386 | 0.32 | 0.32 | 0.32 | 0.31 | 0.31 | 0.31 | 0.31 |
| 12.431 | 0.30 | 0.30 | 0.30 | 0.29 | 0.29 | 0.28 | 0.28 |
| 12.475 | 0.27 | 0.27 | 0.27 | 0.26 | 0.26 | 0.26 | 0.26 |
| 12.519 | 0.25 | 0.25 | 0.25 | 0.25 | 0.24 | 0.24 | 0.24 |
| 12.563 | 0.24 | 0.23 | 0.23 | 0.23 | 0.23 | 0.22 | 0.22 |
| 12.607 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.21 | 0.21 |
| 12.652 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 12.696 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 12.740 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.19 |
| 12.784 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 12.828 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.18 | 0.18 |
| 12.873 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 12.917 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.17 | 0.17 |
| 12.961 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 13.005 | 0.17 | 0.17 | 0.17 | 0.17 | 0.16 | 0.16 | 0.16 |
| 13.049 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 13.094 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.15 | 0.15 |
| 13.138 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 13.182 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 13.226 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.14 |
| 13.271 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 13.315 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 13.359 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 13.403 | 0.14 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |


Belden Place PUD
Proposed Basins P1 through P5

Line
Start Time ------------ Flow Values @ time increment of 0.006 hr --------------

| (hr) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 13.713 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.11 |
| 13.757 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 13.801 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 13.845 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 13.889 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 13.934 | 0.11 | 0.11 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 13.978 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 14.022 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 14.066 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 14.111 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 14.155 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 14.199 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 14.243 | 0.10 | 0.10 | 0.10 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.287 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.332 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.376 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.420 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.464 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.508 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.553 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.597 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.641 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.685 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.729 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.774 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 14.818 | 0.09 | 0.09 | 0.09 | 0.09 | 0.08 | 0.08 | 0.08 |
| 14.862 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 14.906 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 14.951 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 14.995 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.039 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.083 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.127 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.172 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.216 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.260 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.304 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.348 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 15.393 | 0.08 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 15.437 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |



Belden Place PUD
Proposed Basins P1 through P5
Line

| (hr) | (cfs) | (cfs) | (cfs) | $(c f s)$ | (cfs) | $(c f s)$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 15.967 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.012 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.056 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.100 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.144 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.188 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.233 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.277 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.321 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.365 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.409 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.454 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.498 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.542 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.586 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.631 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.675 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.719 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.763 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.807 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.852 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.896 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.940 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 16.984 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 17.028 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 17.073 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 17.117 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 17.161 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 17.205 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 17.249 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 17.294 | 0.06 | 0.06 | 0.06 | 0.05 | 0.05 | 0.05 | 0.05 |
| 17.338 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 17.382 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 17.426 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 17.471 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |

WinTR-55, Version 1.00.10 Page 12 8/29/2021 2:04:43 PM


WinTR-20 Version 1.10
Page 11
08/29/2021 14:03
Belden Place PUD
Proposed Basins P1 through P5

| Area or | Drainage | Rain Gage | Runoff | -------- | Pe |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Reach Identifier | Area <br> (sq mi) | ID or Location | Amount (in) | Elevation (ft) | Time (hr) | Rate (cfs) | Rate (csm) |
| Basin P4 | 530E-03 |  | 0.682 |  | 12.34 | 0.27 | 12.77 |


| $\begin{gathered} \text { Line } \\ \text { Start Time } \\ (h r) \end{gathered}$ | (cfs) | $\begin{gathered} --\begin{array}{cl} \text { Flow } \\ (\mathrm{cfs}) \end{array} \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0 . \\ & (c f s) \end{aligned}$ | $\begin{gathered} \text { hr }-- \\ \text { (cfs) } \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.866 | 0.05 | 0.07 | 0.09 | 0.11 | 0.15 | 0.18 | 0.21 |
| 12.196 | 0.24 | 0.26 | 0.27 | 0.27 | 0.27 | 0.26 | 0.25 |
| 12.526 | 0.23 | 0.21 | 0.19 | 0.17 | 0.16 | 0.14 | 0.13 |
| 12.856 | 0.12 | 0.11 | 0.10 | 0.09 | 0.08 | 0.08 | 0.07 |
| 13.187 | 0.07 | 0.06 | 0.06 | 0.06 | 0.05 | 0.05 |  |
| Area or | Drainage | Rain Gage ID or Location | Runoff Amount (in) | ------------ Peak Flow |  |  |  |
|  | $\begin{aligned} & \text { Area } \\ & \text { (sq mi) } \end{aligned}$ |  |  | Elevation (ft) | Time <br> (hr) | $\begin{aligned} & \text { Rate } \\ & (\mathrm{cfs}) \end{aligned}$ | Rate (csm) |
| Basin P5 | 0.002 |  | 0.946 |  | 12.26 | 1.05 | 566.67 |
| Line |  |  |  |  |  |  |  |
| Start Time (hr) | (cfs) | $\begin{gathered} - \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment (cfs) | $\begin{aligned} & \text { of } 0 \\ & (c f s) \end{aligned}$ | $\begin{gathered} \mathrm{hr} \\ (\mathrm{cfs}) \end{gathered}$ | (cfs) |
| 11.406 | 0.05 | 0.05 | 0.06 | 0.06 | 0.06 | 0.07 | 0.08 |
| 11.690 | 0.09 | 0.10 | 0.13 | 0.16 | 0.20 | 0.26 | 0.34 |
| 11.974 | 0.43 | 0.54 | 0.66 | 0.78 | 0.89 | 0.97 | 1.03 |
| 12.259 | 1.05 | 1.05 | 1.02 | 0.97 | 0.91 | 0.84 | 0.77 |
| 12.543 | 0.70 | 0.63 | 0.57 | 0.52 | 0.48 | 0.44 | 0.40 |
| 12.827 | 0.37 | 0.34 | 0.32 | 0.29 | 0.27 | 0.26 | 0.24 |
| 13.111 | 0.23 | 0.21 | 0.20 | 0.19 | 0.18 | 0.18 | 0.17 |
| 13.396 | 0.16 | 0.16 | 0.15 | 0.15 | 0.14 | 0.14 | 0.13 |

WinTR-55, Version 1.00.10 Page 13 8/29/2021 2:04:43 PM

WinTR-20 Version 1.10 Page 12 08/29/2021 14:03

Proposed Basins P1 through P5

| Line <br> Start Time <br> (hr) | (cfs) | $\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment (cfs) | $\begin{aligned} & \text { of } 0.006 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{gathered} \text { hr }-- \\ \text { (cfs) } \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.016 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| 11.060 | 0.05 | 0.05 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 11.104 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 | 0.06 |
| 11.148 | 0.06 | 0.06 | 0.06 | 0.06 | 0.07 | 0.07 | 0.07 |
| 11.193 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 | 0.07 |
| 11.237 | 0.07 | 0.07 | 0.07 | 0.08 | 0.08 | 0.08 | 0.08 |
| 11.281 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 | 0.08 |
| 11.325 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 11.369 | 0.10 | 0.11 | 0.12 | 0.12 | 0.13 | 0.14 | 0.15 |
| 11.414 | 0.15 | 0.15 | 0.15 | 0.15 | 0.16 | 0.16 | 0.16 |
| 11.458 | 0.16 | 0.16 | 0.16 | 0.17 | 0.17 | 0.17 | 0.17 |
| 11.502 | 0.17 | 0.17 | 0.18 | 0.18 | 0.19 | 0.19 | 0.20 |
| 11.546 | 0.21 | 0.22 | 0.23 | 0.25 | 0.26 | 0.27 | 0.28 |
| 11.591 | 0.29 | 0.30 | 0.31 | 0.31 | 0.32 | 0.33 | 0.35 |
| 11.635 | 0.37 | 0.39 | 0.41 | 0.44 | 0.47 | 0.50 | 0.52 |
| 11.679 | 0.55 | 0.57 | 0.60 | 0.62 | 0.64 | 0.66 | 0.68 |
| 11.723 | 0.71 | 0.74 | 0.77 | 0.81 | 0.85 | 0.90 | 0.95 |
| 11.767 | 0.99 | 1.04 | 1.09 | 1.13 | 1.17 | 1.21 | 1.25 |
| 11.812 | 1.29 | 1.33 | 1.39 | 1.47 | 1.55 | 1.65 | 1.77 |
| 11.856 | 1.89 | 2.01 | 2.13 | 2.25 | 2.36 | 2.47 | 2.57 |
| 11.900 | 2.66 | 2.74 | 2.82 | 2.88 | 2.93 | 2.97 | 3.02 |
| 11.944 | 3.05 | 3.07 | 3.07 | 3.08 | 3.08 | 3.09 | 3.11 |
| 11.988 | 3.13 | 3.16 | 3.20 | 3.24 | 3.27 | 3.30 | 3.34 |
| 12.033 | 3.36 | 3.35 | 3.31 | 3.26 | 3.20 | 3.14 | 3.07 |
| 12.077 | 3 | 2 | 2.93 | 2.90 | 2.87 | 2.86 | 2 |

WinTR-55, Version 1.00.10 Page 14 8/29/2021 2:04:43 PM

WinTR-20 Printed Page File Beginning of Input Data List TR20.inp

|  |  |  | STORM 25-Yr |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SUB-AREA: |  |  |  |  |  |  |  |
| Basin | P1 O |  |  |  |  |  |  |
| Basin | P2 |  |  |  |  |  |  |
| Basin | P3 |  |  |  |  |  |  |
| 12.121 | 2.84 | 2.83 | 2.82 | 2.82 | 2.81 | 2.80 | 2.80 |
| 12.165 | 2.79 | 2.78 | 2.77 | 2.76 | 2.75 | 2.74 | 2.73 |
| 12.209 | 2.72 | 2.71 | 2.69 | 2.68 | 2.66 | 2.65 | 2.63 |
| 12.254 | 2.62 | 2.60 | 2.58 | 2.57 | 2.55 | 2.54 | 2.53 |
| 12.298 | 2.51 | 2.50 | 2.48 | 2.47 | 2.46 | 2.44 | 2.43 |
| 12.342 | 2.41 | 2.39 | 2.37 | 2.36 | 2.34 | 2.32 | 2.30 |
| 12.386 | 2.28 | 2.26 | 2.25 | 2.23 | 2.21 | 2.19 | 2.17 |
| 12.431 | 2.15 | 2.13 | 2.11 | 2.09 | 2.06 | 2.04 | 2.02 |
| 12.475 | 2.00 | 1.97 | 1.95 | 1.93 | 1.91 | 1.89 | 1.87 |
| 12.519 | 1.85 | 1.83 | 1.81 | 1.79 | 1.76 | 1.74 | 1.72 |
| 12.563 | 1.70 | 1.68 | 1.66 | 1.64 | 1.62 | 1.60 | 1.59 |
| 12.607 | 1.57 | 1.55 | 1.53 | 1.52 | 1.50 | 1.49 | 1.47 |
| 12.652 | 1.45 | 1.44 | 1.42 | 1.41 | 1.40 | 1.38 | 1.37 |
| 12.696 | 1.36 | 1.34 | 1.33 | 1.32 | 1.31 | 1.30 | 1.29 |
| 12.740 | 1.27 | 1.26 | 1.25 | 1.24 | 1.23 | 1.22 | 1.21 |
| 12.784 | 1.20 | 1.19 | 1.18 | 1.17 | 1.17 | 1.16 | 1.15 |
| 12.828 | 1.14 | 1.13 | 1.12 | 1.12 | 1.11 | 1.10 | 1.09 |
| 12.873 | 1.08 | 1.08 | 1.07 | 1.06 | 1.05 | 1.05 | 1.04 |
| 12.917 | 1.03 | 1.03 | 1.02 | 1.01 | 1.01 | 1.00 | 0.99 |
| 12.961 | 0.99 | 0.98 | 0.97 | 0.97 | 0.96 | 0.96 | 0.95 |
| 13.005 | 0.95 | 0.94 | 0.93 | 0.93 | 0.92 | 0.92 | 0.91 |
| 13.049 | 0.91 | 0.90 | 0.90 | 0.89 | 0.89 | 0.88 | 0.88 |
| 13.094 | 0.87 | 0.87 | 0.86 | 0.86 | 0.86 | 0.85 | 0.85 |
| 13.138 | 0.84 | 0.84 | 0.83 | 0.83 | 0.83 | 0.82 | 0.82 |
| 13.182 | 0.81 | 0.81 | 0.81 | 0.80 | 0.80 | 0.80 | 0.79 |
| 13.226 | 0.79 | 0.79 | 0.78 | 0.78 | 0.78 | 0.77 | 0.77 |
| WinTR-20 Version | 1.10 |  | Page |  |  | 29/202 | : 03 |

Belden Place PUD
Proposed Basins P1 through P5

| Line <br> Start Time <br> (hr) | (cfs) | $\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0.006 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{aligned} & \text { hr --- } \\ & \text { (cfs) } \end{aligned}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 13.271 | 0.77 | 0.76 | 0.76 | 0.76 | 0.76 | 0.75 | 0.75 |
| 13.315 | 0.75 | 0.75 | 0.74 | 0.74 | 0.74 | 0.73 | 0.73 |
| 13.359 | 0.73 | 0.73 | 0.72 | 0.72 | 0.72 | 0.72 | 0.71 |
| 13.403 | 0.71 | 0.71 | 0.71 | 0.70 | 0.70 | 0.70 | 0.70 |
| 13.447 | 0.69 | 0.69 | 0.69 | 0.69 | 0.63 | 0.63 | 0.63 |
| 13.492 | 0.63 | 0.63 | 0.63 | 0.62 | 0.62 | 0.62 | 0.62 |
| 13.536 | 0.62 | 0.61 | 0.61 | 0.61 | 0.61 | 0.61 | 0.60 |
| 13.580 | 0.60 | 0.60 | 0.60 | 0.60 | 0.60 | 0.59 | 0.59 |
| 13.624 | 0.59 | 0.59 | 0.59 | 0.59 | 0.58 | 0.58 | 0.58 |
| 13.668 | 0.58 | 0.58 | 0.57 | 0.57 | 0.57 | 0.57 | 0.57 |
| 13.713 | 0.57 | 0.57 | 0.56 | 0.56 | 0.56 | 0.56 | 0.56 |
| 13.757 | 0.56 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 |
| 13.801 | 0.55 | 0.54 | 0.54 | 0.54 | 0.54 | 0.54 | 0.54 |
| 13.845 | 0.54 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 |
| 13.889 | 0.53 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 |
| 13.934 | 0.52 | 0.52 | 0.51 | 0.51 | 0.51 | 0.51 | 0.51 |
| 13.978 | 0.51 | 0.51 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| 14.022 | 0.50 | 0.50 | 0.50 | 0.49 | 0.49 | 0.49 | 0.49 |
| 14.066 | 0.49 | 0.49 | 0.49 | 0.49 | 0.49 | 0.48 | 0.48 |
| 14.111 | 0.48 | 0.48 | 0.48 | 0.48 | 0.48 | 0.48 | 0.48 |

WinTR-55, Version 1.00.10 Page 15 8/29/2021 2:04:43 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
n Place PUD
Proposed Basins P1 through P5

|  | P1 | Outlet |
| :---: | :---: | :---: |
|  | P2 | Outlet |
|  | P3 |  |
| 14.155 | 0.48 | 0.47 |
| 14.199 | 0.47 | 0.47 |
| 14.243 | 0.46 | 0.46 |
| 14.287 | 0.46 | 0.46 |
| 14.332 | 0.46 | 0.46 |
| 14.376 | 0.45 | 0.45 |
| 14.420 | 0.45 | 0.45 |
| 14.464 | 0.44 | 0.44 |
| 14.508 | 0.44 | 0.44 |
| 14.553 | 0.44 | 0.44 |
| 14.597 | 0.44 | 0.44 |
| 14.641 | 0.43 | 0.43 |
| 14.685 | 0.43 | 0.43 |
| 14.729 | 0.43 | 0.43 |
| 14.774 | 0.42 | 0.42 |
| 14.818 | 0.42 | 0.42 |
| 14.862 | 0.42 | 0.42 |
| 14.906 | 0.42 | 0.41 |
| 14.951 | 0.41 | 0.41 |
| 14.995 | 0.41 | 0.41 |
| 15.039 | 0.41 | 0.41 |
| 15.083 | 0.40 | 0.40 |
| 15.127 | 0.40 | 0.40 |
| 15.172 | 0.40 | 0.40 |
| 15.216 | 0.39 | 0.39 |
| 15.260 | 0.39 | 0.39 |
| 15.304 | 0.39 | 0.39 |
| 15.348 | 0.38 | 0.38 |
| 15.393 | 0.38 | 0.38 |
| 15.437 | 0.38 | 0.38 |
| 15.481 | 0.37 | 0.37 |

0
0.05

STORM 25-Y
SIORM 25-Yr
SUB-AREA :

WinTR-20 Version 1.10

| . 01353 |  | . 272 |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | . 238 |  |  |
|  |  |  |  |  |
| 0.47 | 0.47 | 0.47 | 0.47 | 0.47 |
| 0.47 | 0.47 | 0.47 | 0.47 | 0.46 |
| 0.46 | 0.46 | 0.46 | 0.46 | 0.46 |
| 0.46 | 0.46 | 0.46 | 0.46 | 0.46 |
| 0.45 | 0.45 | 0.45 | 0.45 | 0.45 |
| 0.45 | 0.45 | 0.45 | 0.45 | 0.45 |
| 0.45 | 0.45 | 0.45 | 0.45 | 0.45 |
| 0.44 | 0.44 | 0.44 | 0.44 | 0.44 |
| 0.44 | 0.44 | 0.44 | 0.44 | 0.44 |
| 0.44 | 0.44 | 0.44 | 0.44 | 0.44 |
| 0.43 | 0.43 | 0.43 | 0.43 | 0.43 |
| 0.43 | 0.43 | 0.43 | 0.43 | 0.43 |
| 0.43 | 0.43 | 0.43 | 0.43 | 0.43 |
| 0.43 | 0.43 | 0.43 | 0.42 | 0.42 |
| 0.42 | 0.42 | 0.42 | 0.42 | 0.42 |
| 0.42 | 0.42 | 0.42 | 0.42 | 0.42 |
| 0.42 | 0.42 | 0.42 | 0.42 | 0.42 |
| 0.41 | 0.41 | 0.41 | 0.41 | 0.41 |
| 0.41 | 0.41 | 0.41 | 0.41 | 0.41 |
| 0.41 | 0.41 | 0.41 | 0.41 | 0.41 |
| 0.41 | 0.40 | 0.40 | 0.40 | 0.40 |
| 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |
| 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |
| 0.40 | 0.40 | 0.40 | 0.39 | 0.39 |
| 0.39 | 0.39 | 0.39 | 0.39 | 0.39 |
| 0.39 | 0.39 | 0.39 | 0.39 | 0.39 |
| 0.39 | 0.39 | 0.39 | 0.39 | 0.39 |
| 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 0.38 | 0.38 | 0.38 | 0.38 | 0.38 |
| 0.37 | 0.37 | 0.37 | 0.37 | 0.37 |
| Page |  |  | 29/2 | : 03 |

(continued)



Belden Place PUD
Proposed Basins P1 through P5

| $\begin{gathered} \text { Line } \\ \text { Start Time } \\ \text { (hr) } \end{gathered}$ | (cfs) | $\begin{aligned} & \text { Flow } \\ & (\mathrm{cfs}) \end{aligned}$ | Values @ time (cfs) | increment (cfs) | $\begin{aligned} & \text { of } 0.006 \\ & (\mathrm{cfs}) \end{aligned}$ | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 17.780 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 17.824 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 17.868 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 17.913 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 17.957 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 18.001 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 18.045 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.18 | 0.18 |
| 18.089 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.17 | 0.17 |
| 18.134 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 18.178 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |

WinTR-55, Version 1.00.10 Page 17 8/29/2021 2:04:43 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp

WinTR-20: Version 1.10
$0 \quad 0$
$0-0.05$
n Place PUD
Proposed Basins P1 through P5


WinTR-20 Version 1.10

Belden Place PUD
Proposed Basins P1 through P5

| $\begin{gathered} \text { Line } \\ \text { Start Time } \\ \text { (hr) } \end{gathered}$ | $(c f s)$ | $\begin{aligned} & \text { Flow } \\ & (\mathrm{cfs}) \end{aligned}$ | Values @ time (cfs) | increment <br> (cfs) | of 0 (cfs) | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20.035 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 20.079 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 20.123 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 20.167 | 0.14 | 0.14 | 0.14 | 0.13 | 0.13 | 0.13 | 0.13 |
| 20.212 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |

WinTR-55, Version 1.00.10 Page 18 8/29/2021 2:04:44 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp

WinTR-20: Version 1.10
n Place PUD
Proposed Basins P1 through P5

SUB-AREA:

| Basin P1 | Outlet |
| :--- | :--- |
| Basin P2 | Outlet |
| Basin P3 | Outlet |


| 20.256 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 20.300 | 0.13 | 0.1 |
| 20.344 | 0.13 | 0.1 |


| 20.388 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 20.433 | 0.13 | 0.13 |


| 20.477 | 0.13 | 0.1 |
| :--- | :--- | :--- |
| 20.521 | 0.13 | 0.1 |


| 20.565 | 0.13 | 0. |
| :--- | :--- | :--- |
| 20.609 | 0.13 | 0. |

$20.654 \quad 0.13 \quad 0$.

| 20.698 | 0.13 | 0. |
| :--- | :--- | :--- |
| 20.742 | 0.13 | 0. |


| 20.786 | 0.13 | 0. |
| :--- | :--- | :--- |
| 20.831 | 0.13 | 0.13 |


| 20.875 | 0.13 | 0. |
| :--- | :--- | :--- |
| 20.919 | 0.13 | 0. |


| 20.963 | 0.13 | 0. |
| :--- | :--- | :--- |
| 21.007 | 0.13 | 0. |


| 21.052 | 0.13 | 0.1 |
| :--- | :--- | :--- |
| 21.096 | 0.13 | 0.1 |
| 21.140 | 0.13 | 0. |

$21.140 \quad 0.13 \quad 0.13$

| 21.184 | 0.13 | 0. |
| :--- | :--- | :--- |
| 21.228 | 0.13 | 0. |


| 21.228 | 0.13 | 0. |
| :--- | :--- | :--- |
| 21.273 | 0.13 | 0. |

21.31

| 21.405 | 0.13 | 0. |
| :--- | :--- | :--- |
| 0.13 | 0. |  |


| 21.449 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 21.494 | 0.13 | 0.13 |

$21.538 \quad 0.13 \quad 0.13$
$21.582 \quad 0.13 \quad 0$.
$21.626 \quad 0.13 \quad 0$.

| 21.671 | 0.13 | 0. |
| :--- | :--- | :--- |


| 21.715 | 0.13 | 0.1 |
| :--- | :--- | :--- |


| 21.759 | 0.13 | 0.1 |
| :--- | :--- | :--- |
| 21.803 | 0.13 | 0.1 |

1.8.847

| 21.892 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 21.936 | 0.13 | 0.13 |

$21.980 \quad 0.13 \quad 0$
$22.024 \quad 0.13 \quad 0$.

| 22.068 | 0.13 | 0.1 |
| :--- | :--- | :--- |
| 22.113 | 0.13 | 0.1 |


| 22.157 | 0.13 | 0. |
| :--- | :--- | :--- |

$22.201 \quad 0.13 \quad 0$.
$0 \quad 0 \quad 0.05$
$0 \quad 0 \quad 0.05$

STORM 25-Yr
(continued)

| .01353 | 62. | .272 |
| ---: | ---: | :--- |
| .01383 | 58. | .238 |
| .00231 | 85. | .1 |


| 0.13 | 0.13 |
| :--- | :--- |
| 0.13 | 0.13 |
| 0.13 | 0.13 |


| 0.13 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 0.13 | 0.13 | 0.13 |
| 0.13 | 0.13 | 0.13 |
| 0.13 | 0.13 | 0.13 |

0.13
0.13
0.13
0.13

| 0.13 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 0.13 | 0.13 | 0.13 |
| 0.13 | 0.13 | 0.13 |


| 0.13 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 0.13 | 0.13 | 0.13 |


| 0.13 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 0.13 | 0.13 | 0.13 |


| 0.13 | 0.13 | 0.13 |
| :--- | :--- | :--- |
| 0.13 | 0.13 | 0.13 |

$0.13 \quad 0.13$
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13
0.13

08/29/2021 14:03
WinTR-20 Version 1.10
Page 17

$$
08 / 29 / 2021 \text { 14:03 }
$$

Belden Place PUD
Proposed Basins P1 through P5

Line
Start Time ------------ Flow Values @ time increment of 0.006 hr --------------
(hr) (cfs) (cfs) (cfs) (cfs) (cfs) (cfs) (cfs)


Proposed Basins P1 through P5

WinTR-55, Version 1.00.10 Page 20 8/29/2021 2:04:44 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp

WinTR-20: Version 1.10
n Place PUD
Proposed Basins P1 through P5

SUB-AREA:

| Basin P1 | Outlet |
| :--- | :--- |
| Basin P2 | Outlet |
| Basin P3 | Outlet |

0
0
0.05

STORM 100-Yr

| .01353 | 62. | .272 |
| :--- | :--- | :--- |
| .01383 | 58. | .238 |
| .00231 | 85. | .1 |

Line
Start Time ------------ Flow Values @ time increment of 0.017 h

| (hr) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11.847 | 0.09 | 0.17 | 0.28 | 0.45 | 0.67 | 0.94 | 1.24 |
| 11.967 | 1.59 | 1.94 | 2.31 | 2.65 | 2.95 | 3.21 | 3.41 |
| 12.087 | 3.52 | 3.54 | 3.48 | 3.36 | 3.19 | 3.00 | 2.80 |
| 12.208 | 2.59 | 2.40 | 2.21 | 2.04 | 1.90 | 1.79 | 1.68 |
| 12.328 | 1.60 | 1.52 | 1.45 | 1.38 | 1.32 | 1.27 | 1.22 |
| 12.448 | 1.18 | 1.14 | 1.10 | 1.06 | 1.03 | 1.00 | 0.96 |
| 12.568 | 0.93 | 0.91 | 0.88 | 0.85 | 0.83 | 0.80 | 0.78 |
| 12.689 | 0.76 | 0.75 | 0.73 | 0.72 | 0.70 | 0.69 | 0.68 |
| 12.809 | 0.67 | 0.66 | 0.65 | 0.64 | 0.64 | 0.63 | 0.62 |
| 12.929 | 0.61 | 0.61 | 0.60 | 0.60 | 0.59 | 0.58 | 0.58 |
| 13.050 | 0.57 | 0.56 | 0.56 | 0.55 | 0.55 | 0.54 | 0.54 |
| 13.170 | 0.53 | 0.53 | 0.52 | 0.52 | 0.51 | 0.51 | 0.50 |
| 13.290 | 0.50 | 0.50 | 0.49 | 0.49 | 0.49 | 0.48 | 0.48 |
| 13.410 | 0.48 | 0.47 | 0.47 | 0.46 | 0.46 | 0.46 | 0.45 |
| 13.531 | 0.45 | 0.45 | 0.44 | 0.44 | 0.44 | 0.43 | 0.43 |
| 13.651 | 0.43 | 0.42 | 0.42 | 0.42 | 0.42 | 0.41 | 0.41 |
| 13.771 | 0.41 | 0.40 | 0.40 | 0.40 | 0.40 | 0.39 | 0.39 |
| 13.891 | 0.39 | 0.39 | 0.38 | 0.38 | 0.38 | 0.38 | 0.37 |
| 14.012 | 0.37 | 0.37 | 0.36 | 0.36 | 0.36 | 0.36 | 0.35 |
| 14.132 | 0.35 | 0.35 | 0.35 | 0.35 | 0.34 | 0.34 | 0.34 |
| 14.252 | 0.34 | 0.34 | 0.34 | 0.34 | 0.34 | 0.33 | 0.33 |
| 14.372 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 14.493 | 0.33 | 0.33 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 |
| 14.613 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.31 |
| 14.733 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 14.853 | 0.31 | 0.31 | 0.31 | 0.31 | 0.30 | 0.30 | 0.30 |
| 14.974 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 |
| 15.094 | 0.30 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 |
| 15.214 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | 0.28 | 0.28 |
| 15.334 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 |
| 15.455 | 0.28 | 0.28 | 0.27 | 0.27 | 0.27 | 0.27 | 0.27 |
| 15.575 | 0.27 | 0.27 | 0.27 | 0.27 | 0.27 | 0.26 | 0.26 |
| 15.695 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 15.815 | 0.26 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 15.936 | 0.25 | 0.25 | 0.25 | 0.24 | 0.24 | 0.24 | 0.24 |
| 16.056 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 16.176 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 16.296 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 16.417 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 16.537 | 0.23 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 |
| 16.657 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 |
| 16.777 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 |
| 16.898 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 |
| 17.018 | 0.22 | 0.22 | 0.22 | 0.21 | 0.21 | 0.21 | 0.21 |
| 17.138 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 17.258 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 17.379 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 17.499 | 0.21 | 0.21 | 0.21 | 0.21 | 0.20 | 0.20 | 0.20 |
| 17.619 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 17.739 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 17.860 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |





Belden Place PUD
Proposed Basins P1 through P5
Line


| (hr) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 15.999 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 16.104 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 16.209 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.18 |
| 16.315 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 16.420 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 16.525 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 16.630 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 16.735 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 16.841 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 16.946 | 0.18 | 0.18 | 0.18 | 0.18 | 0.17 | 0.17 | 0.17 |
| 17.051 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 17.156 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 17.262 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 17.367 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 17.472 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 17.577 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.16 |
| 17.682 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 17.788 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 17.893 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 17.998 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 18.103 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 18.209 | 0.16 | 0.16 | 0.16 | 0.16 | 0.15 | 0.15 | 0.15 |
| 18.314 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 18.419 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 18.524 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 18.629 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 18.735 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.14 |
| 18.840 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 18.945 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 19.050 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 19.155 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 19.261 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 19.366 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 19.471 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 19.576 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |
| 19.682 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 |

WinTR-55, Version 1.00.10 Page 24 8/29/2021 2:04:44 PM


Proposed Basins P1 through P5

| Line Start Time (hr) | (cfs) | $\begin{gathered} -- \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0 . \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{array}{r} .015 \mathrm{hr}-- \\ (\mathrm{cfs}) \end{array}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 21.365 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 21.470 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| 21.576 | 0.12 | 0.12 | 0.12 | 0.11 | 0.11 | 0.11 | 0.11 |
| 21.681 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 21.786 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 21.891 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 21.996 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.102 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.207 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.312 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.417 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.523 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.628 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.733 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.838 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 22.943 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.049 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.154 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.259 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.364 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.470 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.575 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.680 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.785 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.890 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 23.996 | 0.11 | 0.11 | 0.11 | 0.11 | 0.10 | 0.10 | 0.09 |
| 24.101 | 0.09 | 0.08 | 0.07 | 0.07 | 0.06 |  |  |
| Area or | Drainage | Rain Gage | Runoff | --------- | Peak | k Flow |  |
| Reach | Area | ID or | Amount | Elevation | Time | Rate | Rate |
| Identifier | (sq mi) | Location | (in) | (ft) | (hr) | (cfs) | (csm) |



Proposed Basins P1 through P5

| $\begin{gathered} \text { Line } \\ \text { Start Time } \\ \text { (hr) } \end{gathered}$ | (cfs) | $\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0.006 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{aligned} & \text { hr } \\ & (\mathrm{cfs}) \end{aligned}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10.887 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.10 |
| 10.931 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 10.976 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 11.020 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 11.064 | 0.11 | 0.11 | 0.11 | 0.12 | 0.12 | 0.12 | 0.12 |
| 11.108 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.13 |
| 11.152 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.13 | 0.14 |
| 11.197 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 | 0.14 |
| 11.241 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.16 |
| 11.285 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 11.329 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.18 | 0.18 |
| 11.373 | 0.18 | 0.18 | 0.18 | 0.18 | 0.19 | 0.19 | 0.19 |
| 11.418 | 0.19 | 0.19 | 0.19 | 0.19 | 0.20 | 0.20 | 0.20 |
| 11.462 | 0.20 | 0.20 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 11.506 | 0.21 | 0.22 | 0.22 | 0.23 | 0.24 | 0.25 | 0.27 |
| 11.550 | 0.28 | 0.30 | 0.32 | 0.34 | 0.36 | 0.38 | 0.40 |
| 11.594 | 0.41 | 0.42 | 0.43 | 0.45 | 0.46 | 0.48 | 0.51 |
| 11.639 | 0.54 | 0.58 | 0.62 | 0.67 | 0.71 | 0.76 | 0.80 |
| 11.683 | 0.84 | 0.87 | 0.91 | 0.94 | 0.96 | 0.99 | 1.03 |
| 11.727 | 1.06 | 1.11 | 1.17 | 1.23 | 1.29 | 1.36 | 1.43 |
| 11.771 | 1.50 | 1.56 | 1.63 | 1.68 | 1.73 | 1.78 | 1.83 |
| 11.816 | 1.89 | 1.95 | 2.04 | 2.14 | 2.26 | 2.41 | 2.56 |
| 11.860 | 2.72 | 2.88 | 3.04 | 3.19 | 3.34 | 3.47 | 3.59 |
| 11.904 | 3.69 | 3.78 | 3.84 | 3.89 | 3.92 | 3.93 | 3.91 |
| 11.948 | 3.87 | 3.82 | 3.76 | 3.70 | 3.64 | 3.58 | 3.53 |
| 11.992 | 3.48 | 3.45 | 3.41 | 3.38 | 3.33 | 3.26 | 3.16 |

WinTR-55, Version 1.00.10 Page 26 8/29/2021 2:04:44 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Proposed Basins P1 through P5

SUB-AREA:

| Basin P1 Outlet |  |  | . 01353 |  | 62. | . 272 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | P2 | Outlet | . 01383 |  |  | . 238 |  |
|  | P3 |  |  |  |  |  |  |
| 12.037 | 3.03 | 2.87 | 2.69 | 2.49 | 2.29 | 2.09 | 1.90 |
| 12.081 | 1.72 | 1.57 | 1.42 | 1.31 | 1.21 | 1.13 | 1.06 |
| 12.125 | 1.00 | 0.95 | 0.90 | 0.86 | 0.82 | 0.79 | 0.76 |
| 12.169 | 0.74 | 0.72 | 0.70 | 0.68 | 0.67 | 0.66 | 0.65 |
| 12.213 | 0.64 | 0.63 | 0.62 | 0.61 | 0.61 | 0.60 | 0.59 |
| 12.258 | 0.58 | 0.57 | 0.57 | 0.56 | 0.55 | 0.55 | 0.54 |
| 12.302 | 0.54 | 0.53 | 0.53 | 0.53 | 0.52 | 0.52 | 0.51 |
| 12.346 | 0.51 | 0.50 | 0.49 | 0.49 | 0.48 | 0.48 | 0.47 |
| 12.390 | 0.47 | 0.46 | 0.46 | 0.46 | 0.45 | 0.45 | 0.44 |
| 12.434 | 0.44 | 0.43 | 0.43 | 0.42 | 0.41 | 0.41 | 0.40 |
| 12.479 | 0.40 | 0.39 | 0.38 | 0.38 | 0.38 | 0.37 | 0.37 |
| 12.523 | 0.37 | 0.37 | 0.36 | 0.36 | 0.35 | 0.35 | 0.34 |
| 12.567 | 0.34 | 0.34 | 0.33 | 0.33 | 0.33 | 0.32 | 0.32 |
| 12.611 | 0.32 | 0.32 | 0.32 | 0.31 | 0.31 | 0.31 | 0.31 |
| 12.656 | 0.31 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 |
| 12.700 | 0.30 | 0.30 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 |
| 12.744 | 0.29 | 0.29 | 0.29 | 0.29 | 0.28 | 0.28 | 0.28 |
| 12.788 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.28 | 0.27 |
| 12.832 | 0.27 | 0.27 | 0.27 | 0.27 | 0.27 | 0.27 | 0.26 |
| 12.877 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 12.921 | 0.26 | 0.26 | 0.26 | 0.25 | 0.25 | 0.25 | 0.25 |
| 12.965 | 0.25 | 0.25 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 |
| 13.009 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | 0.23 |
| 13.053 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| 13.098 | 0.23 | 0.23 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 |
| $\mathrm{R}-20 \mathrm{~V}$ | 1.10 |  | Page |  |  | /29/2 | : 03 |

Belden Place PUD
Proposed Basins P1 through P5

Line

| $\begin{array}{r} \text { Start Time } \\ (\mathrm{hr}) \end{array}$ | (cfs) | $\begin{gathered} \text { Flow } \\ (\mathrm{cfs}) \end{gathered}$ | Values @ time (cfs) | increment <br> (cfs) | $\begin{aligned} & \text { of } 0.006 \\ & (\mathrm{cfs}) \end{aligned}$ | $\begin{gathered} h r--1 \\ (c f s) \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 13.142 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 |
| 13.186 | 0.22 | 0.22 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 13.230 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 | 0.21 |
| 13.274 | 0.21 | 0.21 | 0.21 | 0.21 | 0.20 | 0.20 | 0.20 |
| 13.319 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 13.363 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.19 |
| 13.407 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 13.451 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 | 0.19 |
| 13.496 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 13.540 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| 13.584 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.17 | 0.17 |
| 13.628 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 13.672 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| 13.717 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.16 | 0.16 |
| 13.761 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 13.805 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| 13.849 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.15 | 0.15 |
| 13.893 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 13.938 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |
| 13.982 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 | 0.15 |

WinTR-55, Version 1.00.10 Page 27 8/29/2021 2:04:44 PM


WinTR-20 Version 1.10 Page 25 08/29/2021 14:03

Belden Place PUD
Proposed Basins P1 through P5

| Line <br> Start Time <br> (hr) | (cfs) | $\begin{aligned} & \text { Flow } \\ & (\mathrm{cfs}) \end{aligned}$ | Values @ time (cfs) | increment (cfs) | of 0 (cfs) | $\begin{gathered} \text { hr }-- \\ \text { (cfs) } \end{gathered}$ | (cfs) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 15.397 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 |
| 15.441 | 0.11 | 0.11 | 0.11 | 0.11 | 0.11 | 0.10 | 0.10 |
| 15.485 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.529 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.573 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.618 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.662 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.706 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.750 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.794 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| 15.839 | 0.10 | 0.10 | 0.10 | 0.09 | 0.09 | 0.09 | 0.09 |
| 15.883 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 15.927 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 15.971 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 16.016 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| 16.060 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |

WinTR-55, Version 1.00.10 Page 28 8/29/2021 2:04:44 PM


Belden Place PUD
Proposed Basins P1 through P5

WinTR-55, Version 1.00.10 Page 29 8/29/2021 2:04:44 PM


WintR-20 Version 1.10
Belden Place PUD
Proposed Basins P1 through P5

WinTR-55, Version 1.00.10 Page 30 8/29/2021 2:04:44 PM

WinTR-55, Version 1.00.10 Page 31 2:29/2021 2:04:44 PM

WinTR-55, Version 1.00.10 Page 32 8/29/2021 2:04:44 PM

WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
WinTR-20: Version 1.10
n Place PUD
Proposed Basins P1 through P5

SUB-AREA:

| Basin P1 | Outlet | .01353 | 62. | .272 |
| :--- | :--- | :--- | :--- | :--- |
| Basin P2 | Outlet | .01383 | 58. | .238 |
| Basin P3 | Outlet | .00231 | 85. | .1 |

Line


| WinTR-20 Printed Page File | Beginning of Input Data List |
| :--- | :---: | :---: | :---: | :---: |
| TR20.inp |  |

sed Basins P1 through P5

Line
Start (hr

| 12.965 | 1.86 | 1.84 | 1.83 | 1.82 | 1.81 | 1.80 | 1.79 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 13.009 | 1.78 | 1.77 | 1.76 | 1.75 | 1.74 | 1.73 | 1.72 |
| 13.053 | 1.71 | 1.70 | 1.69 | 1.68 | 1.67 | 1.66 | 1.65 |
| 13.098 | 1.64 | 1.64 | 1.63 | 1.62 | 1.61 | 1.60 | 1.60 |
| 13.142 | 1.59 | 1.58 | 1.57 | 1.56 | 1.56 | 1.55 | 1.54 |
| 13.186 | 1.54 | 1.53 | 1.52 | 1.52 | 1.51 | 1.50 | 1.50 |
| 13.230 | 1.49 | 1.48 | 1.48 | 1.47 | 1.47 | 1.46 | 1.45 |
| 13.274 | 1.45 | 1.44 | 1.44 | 1.43 | 1.43 | 1.42 | 1.42 |
| 13.319 | 1.41 | 1.41 | 1.40 | 1.39 | 1.39 | 1.38 | 1.38 |
| 13.363 | 1.37 | 1.37 | 1.36 | 1.36 | 1.35 | 1.35 | 1.34 |
| 13.407 | 1.34 | 1.34 | 1.33 | 1.33 | 1.32 | 1.32 | 1.31 |
| 13.451 | 1.31 | 1.30 | 1.30 | 1.29 | 1.29 | 1.28 | 1.28 |
| 13.496 | 1.28 | 1.27 | 1.27 | 1.26 | 1.26 | 1.25 | 1.25 |
| 13.540 | 1.25 | 1.24 | 1.24 | 1.23 | 1.23 | 1.22 | 1.22 |
| 13.584 | 1.22 | 1.21 | 1.21 | 1.20 | 1.20 | 1.20 | 1.19 |
| 13.628 | 1.19 | 1.19 | 1.18 | 1.18 | 1.17 | 1.17 | 1.17 |
| 13.672 | 1.16 | 1.16 | 1.16 | 1.15 | 1.15 | 1.15 | 1.14 |
| 13.717 | 1.14 | 1.14 | 1.13 | 1.13 | 1.13 | 1.12 | 1.12 |
| 13.761 | 1.12 | 1.11 | 1.11 | 1.11 | 1.10 | 1.10 | 1.10 |
| 13.805 | 1.09 | 1.09 | 1.09 | 1.08 | 1.08 | 1.08 | 1.07 |
| 13.849 | 1.07 | 1.07 | 1.07 | 1.06 | 1.06 | 1.06 | 1.05 |
| 13.893 | 1.05 | 1.00 | 1.00 | 0.99 | 0.99 | 0.99 | 0.98 |
| 13.938 | 0.98 | 0.98 | 0.98 | 0.97 | 0.97 | 0.97 | 0.96 |
| 13.982 | 0.96 | 0.96 | 0.96 | 0.95 | 0.95 | 0.95 | 0.95 |
| 14.026 | 0.94 | 0.94 | 0.94 | 0.94 | 0.93 | 0.93 | 0.93 |
| 14.070 | 0.93 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.91 |
| 14.114 | 0.91 | 0.91 | 0.91 | 0.91 | 0.90 | 0.90 | 0.90 |
| 14.159 | 0.90 | 0.90 | 0.89 | 0.89 | 0.89 | 0.89 | 0.89 |
| 14.203 | 0.89 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 | 0.88 |
| 14.247 | 0.88 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 |
| 14.291 | 0.87 | 0.86 | 0.86 | 0.86 | 0.86 | 0.86 | 0.86 |
| 14.336 | 0.86 | 0.86 | 0.86 | 0.85 | 0.85 | 0.85 | 0.85 |
| 14.380 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.85 | 0.84 |
| 14.424 | 0.84 | 0.84 | 0.84 | 0.84 | 0.84 | 0.84 | 0.84 |
| 14.468 | 0.84 | 0.84 | 0.83 | 0.83 | 0.83 | 0.83 | 0.83 |
| 14.512 | 0.83 | 0.83 | 0.83 | 0.83 | 0.83 | 0.83 | 0.82 |
| 14.557 | 0.82 | 0.82 | 0.82 | 0.82 | 0.82 | 0.82 | 0.82 |
| 14.601 | 0.82 | 0.82 | 0.82 | 0.81 | 0.81 | 0.81 | 0.81 |
| 14.645 | 0.81 | 0.81 | 0.81 | 0.81 | 0.81 | 0.81 | 0.81 |
| 14.689 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 |
| 14.733 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.79 | 0.79 |
| 14.778 | 0.79 | 0.79 | 0.79 | 0.79 | 0.79 | 0.79 | 0.79 |
| 14.822 | 0.79 | 0.79 | 0.78 | 0.78 | 0.78 | 0.78 | 0.78 |
| 14.866 | 0.78 | 0.78 | 0.78 | 0.78 | 0.78 | 0.78 | 0.78 |
| 14.910 | 0.77 | 0.77 | 0.77 | 0.77 | 0.77 | 0.77 | 0.77 |
| 14.954 | 0.77 | 0.77 | 0.77 | 0.77 | 0.76 | 0.76 | 0.76 |
| 14.999 | 0.76 | 0.76 | 0.76 |  |  |  |  |

WinTR-55, Version 1.00.10 Page 34 8/29/2021 2:04:44 PM


Proposed Basins P1 through P5



[^7]
## Line


WinTR-55, Version 1.00.10 Page 36 2:29/2021 2:04:44 PM


Belden Place PUD
Proposed Basins P1 through P5

Line
Start
(hr)

| 19.729 | 0.34 | 0.34 | 0.34 | 0.34 | 0.34 | 0.34 | 0.34 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 19.773 | 0.34 | 0.34 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 19.818 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 19.862 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 19.906 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 | 0.33 |
| 19.950 | 0.33 | 0.33 | 0.33 | 0.32 | 0.32 | 0.32 | 0.32 |
| 19.994 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 |
| 20.039 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 |
| 20.083 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 |
| 20.127 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 |
| 20.171 | 0.32 | 0.32 | 0.32 | 0.32 | 0.32 | 0.31 | 0.31 |
| 20.216 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.260 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.304 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.348 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.392 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.437 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.481 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.525 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.569 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.613 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.658 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.702 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.746 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.790 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.834 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.879 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 | 0.31 |
| 20.923 | 0.31 | 0.31 | 0.31 | 0.26 | 0.26 | 0.26 | 0.26 |
| 20.967 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.011 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.056 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.100 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |

WinTR-55, Version 1.00.10 Page 37 2/29/2021 2:04:44 PM

WinTR-20 Printed Page File
Beginning of Input Data List
TR20.inp

WinTR-20: Version 1.10
$0 \quad 0$
0.05
n Place PUD
Proposed Basins P1 through P5

SUB-AREA:

|  |  | Outlet | . 01353 |  | . 272 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | P2 | Outlet |  |  |  |  |  |
|  | P3 | Outlet |  |  |  |  |  |
| 21.144 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.188 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.232 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.277 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.321 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 |
| 21.365 | 0.26 | 0.26 | 0.26 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.409 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.453 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.498 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.542 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.586 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.630 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.674 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.719 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.763 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.807 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.851 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.896 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| 21.940 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |

WinTR-20 Version 1.10

Belden Place PUD
Proposed Basins P1 through P5
Line

WinTR-55, Version 1.00.10 Page 38 8/29/2021 2:04:44 PM


```
WinTR-20 Printed Page File Beginning of Input Data List
TR20.inp
WinTR-20: Version 1.10 0 0 0.05
n Place PUD
Proposed Basins P1 through P5
SUB-AREA:
\begin{tabular}{lllll} 
Basin P1 & Outlet & .01353 & 62. & .272 \\
Basin P2 & Outlet & .01383 & 58. & .238 \\
Basin P3 & Outlet & .00231 & 85. & .1
\end{tabular}
```

WinTR-20 Version 1.10 Page 36 08/29/2021 14:03

## Appendix D - Hwy 24 Culvert Flow Calculations

## Highway 24 Storm Drain



Pipe Diameter: 18 in

## Engineer's cost estimate:

## Belden Place PUD

Notes:

1. This Engineer's cost estimate is for the Final Submittal and the associated construction plans dated August 23, 2021
2. Cost/Unit values reflect the combined estimated cost to purchase materials and the labor required for construction/installation.
3. $10 \%$ Contingency is assumed for "For Construction" 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. 2418 " culvert crossing \& culvert to river discharge. $50 \%$ of costs to be covered by Town of Minturn.

Cost Item Summary

| General Conditions | $\$ 557,044$ | L S | 1.0 | $\$ 557,044$ |
| :--- | :--- | :--- | :--- | :--- |
| Water | $\$ 320,370$ | L S | 1.0 | $\$ 320,370$ |
| Sanitary Sewer | $\$ 171,743$ | L S | 1.0 | $\$ 171,743$ |
| Shallow Utilities (gas, electric, telephone/internet, CATV) | $\$ 372,509$ | L S | 1.0 | $\$ 372,509$ |
| Roads \& Sidewalks | $\$ 294,963$ | L S | 1.0 | $\$ 294,963$ |
| Landscaping | $\$ 83,365$ | L S | 1.0 | $\$ 83,365$ |
| Storm Drain to Eagle River (50\% of estimated cost) | $\$ 249,582$ | L S | 0.5 | $\$ 124,791$ |


| TOTAL | $\$ 1,924,785$ |
| :--- | :--- |

DESCRIPTION
COST/UNIT UNIT QUANTITY TOTAL COST

| Item | Belden PUD General Conditions |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Mobilization, Demobilization and Incidentals: including but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, utility locates, excavations, soil preparations, site grading, vertical adjustments to existing utility structures or other items not individual itemized but required to effect construction, initiation, and completion of the project. | \$18,000 | LS | 1 | \$18,000 |
| 2 | Site Grading and Earthwork: including but not limited to: topsoil removal, excavation ( $5,175 \mathrm{CY}$ ), export of material, 12 " scarify and recompact entire road Right Of Way subgrade, fill placement ( $8,130 \mathrm{CY}$ ), screen approx. 1,000 CY of import already existing on-site for fill placement, import additional 2,000 CY of fill from off-site source, water for compaction, compaction testing to $95 \%$ standard proctor, all other materials, labor and equipment necessary for a completed project. | \$245,000 | LS | 1 | \$245,000 |
| 3 | Unsuitable Material Removal \& Replacement - in areas below designed subgrade elevation as determined and field mesured by project engineer: including but not limited to: excavation, material removal, furnish and placement and water of Class 2 Aggregate replacement material, furnishing, labor, equipment, hauling, compaction, and all other materials, labor and equipment necessary for a completed project | \$45 | CY | 50 | \$2,250 |
| 4 | Rock Excavation- including but not limited to: removal of rock (as defined per CDOT Standards) from required areas to be excavated as measured in field by project engineer and all other materials, labor and equipment necessary for a completed project | \$250 | LS | 50 | \$12,500 |
| 5 | Contractor Trailer | \$1,000 | LS | 1 | \$1,000 |
| 6 | Security Fence | \$10 | LF | 675 | \$6,750 |
| 7 | Traffic Control | \$6,000 | LS | 1 | \$6,000 |
| 8 | Quality control testing | \$10,000 | LS | 1 | \$10,000 |
| 9 | Survey monumentation + final plat | \$1,300 | EA | 26 | \$33,800 |
| 10 | Stormwater Management | \$5,000 | LS | 1 | \$5,000 |
| 11 | MSE Retaining Wall @ West side Property Line and North side of Lot 16 | \$35 | Face SF | 925 | \$32,375 |
| 12 | South Side Property Line Drainage Channel | \$20 | LF | 283 | \$5,660 |
| 12 | Erosion and Sediment Control - Silt Fencing | \$2.25 | LF | 1,400 | \$3,150 |
| 13 | Erosion and Sediment Control - Temporary Channelization | \$10 | LF | 630 | \$6,300 |
| 14 | Erosion and Sediment Control - culvert inlet protection | \$500 | EA | 1 | \$500 |
| 15 | Erosion and Sediment Control - Vehicle Tracking Pad (1,400 SF) | \$3,000 | LS | 1 | \$3,000 |
| 16 | Erosion and Sediment Control - Erosion Control Mats | \$10 | SF | 1,300 | \$13,000 |
| 17 | Dust Mitigation | \$7,500 | LS | 1 | \$7,500 |
| 18 | Concrete \& Flow-Fill Washout structure | \$2,500 | EA | 1 | \$2,500 |
| 19 | Removal and Disposal of Sediment (Labor) | \$60 | HR | 20 | \$1,200 |
| 20 | Removal and Disposal of Sediment (Equipment) | \$150 | HR | 20 | \$3,000 |
| 21 | Erosion Control Mangement | \$95 | DAY | 60 | \$5,700 |
| 22 | Sweeping (sediment removal) | \$170 | HR | 20 | \$3,400 |
| 23 | Removal of Trash | \$115 | HR | 20 | \$2,300 |
| 24 | Sanitary facility | \$750 | EA | 1 | \$750 |
| 25 | Bus Stop | \$15,000 | EA | 1 | \$15,000 |
| 26 | PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5\% OF COSTS) |  |  |  | \$445,635 |
| 27 |  |  |  |  | \$22,282 |
| 28 | CONSTRUCTION STAKING (10\% OF COSTS) |  |  |  | \$44,564 |
| 29 | CONSTRUCTION CONTINGENCY (10\% OF COSTS) |  |  |  | \$44,564 |
| 30 | TOTAL |  |  |  | \$557,044 |

DESCRIPTION
COST/UNIT UNIT QUANTITY TOTAL COST


DESCRIPTION
COST/UNIT UNIT QUANTITYTOTAL COST

| Item | Belden PUD Sanitary Sewer Main and Services |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 49 | Sanitary Sewer Manhole Modification (Interconnection at existing sewer main manhole adjacent to HWY 24) including vacuum testing | \$5,000 | EA | 1 | \$5,000 |
| 50 | 8" Sanitary Sewer Main (less than 10' deep). Including testing | \$85 | LF | 705 | \$59,925 |
| 56 | Insulate 8" Sanitary Sewer Main | \$1,000 | EACH | 1 | \$1,000 |
| 51 | 4' Sanitary Sewer manholes including vacuum testing | \$4,200 | EA | 5 | \$21,000 |
| 52 | 4" Gravity Sanitary Sewer Service lines | \$1,400 | EA | 23 | \$32,200 |
| 53 | 2" Pressurized Sanitary Sewer service lines | \$1,400 | EA | 2 | \$2,800 |
| 54 | 6" Sanitary Sewer service lines: 6" diameter (1@71', 1@56') | \$60 | LF | 127 | \$7,620 |
| 55 | 4" Gravity Sanitary Sewer Services and 2" Pressurized Sanitary Sewer Services encasement at waterline crossings: 20 ft . of a pipe casing, concrete, or Controlled Low Strength Material (ex. Flowable fill) | \$500 | EA | 18 | \$9,000 |
| 56 | Eagle River Sanitation District inspection fees | \$5,000 | EA | 1 | \$5,000 |
| 57 | Televise and documentation | \$5 | LF | 400 | \$2,000 |
| 58 |  | SUBTOTAL |  |  | \$145,545 |
| 59 | PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5\% OF COSTS) |  |  |  | \$7,277 |
| 60 | CONSTRUCTION STAKING (3\% OF COSTS) |  |  |  | \$4,366 |
| 61 | CONSTRUCTION CONTINGENCY (10\% OF COSTS) |  |  |  | \$14,555 |
| 62 |  |  | TOTAL |  | \$171,743 |


|  | DESCRIPTION | COST/UNIT | UNIT | QUANTITY | TOTAL COST |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Item | Belden PUD Shallow Utilities Mains and Services (Elec, Gas, Communications) |  |  |  |  |
| 63 | Electrical lines and vaults (mat'l by Excel-estimated- "for construction" approval pending) | \$100,000.0 | ea | 1 | \$100,000 |
| 64 | Century-Tel Contract (none reqd) | \$0.0 | ea | 1 | \$0 |
| 65 | Electric Transformer Pads/Vault Installation: including but not limited to: coordination with provider, excavation, installation (Pads/Vaults provided by others), bedding, backfill, compaction, compaction testing to $95 \%$ standard proctor, (wiring by others) and all other materials, labor and equipment necessary for a completed project. | \$1,200.0 | EA | 7 | \$8,400 |
| 66 | Gas, Electric and Communication Common Trench for Main+Services (4' min. cover for Elec.): including but not limited to coordination with Utility Providor, conduit installation (main electrical conduit provided by others, gas Utility to provide and install pipe and reconnections, services conduit provided by contractor - 2@4", 2@2"), excavation, bedding, sleeves at road crossings, backfill, marker tape, compaction, compaction testing to $95 \%$ standard proctor, and all other materials, labor and equipment necessary for a completed projecT | \$28.0 | LF | 1,105 | \$30,940 |
| 67 | Gas, Electric \& Communication Services within Common Main Trench (3' min. cover for Elec.): including but not limited to: conduit installation (conduit provided by contractor -2@4", 2@2"), pull boxes, radius elbows, excavation, bedding, sleeves at road crossings, termination at the location on lot per construction drawings, backfill, marker tape, compaction , compaction testing to $95 \%$ standard proctor, and all other materials, labor and equipment necessary for a completed project | \$40.0 | LF | 1,218 | \$48,720 |
| 68 | Gas, Electric \& Communication Services outside of Common Main Trench (3' min. cover for Elec.): including but not limited to: conduit installation (conduit provided by contractor - 2@4", 2@2"), pull boxes, radius elbows, excavation, bedding, sleeves at road crossings, termination at the location on lot per construction drawings, backfill, marker tape, compaction, compaction testing to $95 \%$ standard proctor, and all other materials, labor and equipment necessary for a completed project | \$40.0 | LF | 300 | \$12,000 |
| 69 |  |  |  |  |  |
| 70 | Street lights |  |  |  |  |
| 71 | Shielded- 30'x250W HPS (Includes 2 unmetered panel \& contactor photo cell actuator) | \$7,500.0 | ea | 9 | \$67,500 |
| 72 | Light Pole Base: including but not limited to: excavation, concrete base, reinforcing, 1.5" conduit connection to transformer, bedding, sleeves at road crossings, backfill, compaction, compaction testing to $95 \%$ standard proctor, (pole/lamp/wiring installed by others) and all other materials, labor and equipment necessary for a completed project | \$1,850.0 | If | 9 | \$16,650 |
| 73 |  |  |  |  |  |
| 74 | Natural gas |  |  |  |  |
| 75 | Natural gas piping materials \& welding (mat'l by Excel Gas-estimated- "for construction" approval pending) | \$12.0 | If | 2,623 | \$31,476 |
| 76 | Gas Line Main Trenching Gas: including but not limited to: coordination with Utility Provider (Utility to provide and install pipe and reconnections), excavation, bedding, sleeves at road crossings, backfill, compaction, compaction testing to $95 \%$ standard proctor, all other materials and all other materials, labor and equipment necessary for a completed project, |  | If | included in above quantities |  |
| 77 | Gas Line Main Trenching Gas: including but not limited to: coordination with Utility Provider (Utility to provide and install pipe and reconnections), excavation, bedding, sleeves at road crossings, backfill, compaction, compaction testing to $95 \%$ standard proctor, all other materials and all other materials, labor and equipment necessary for a completed project, |  | If | included in above quantities |  |
| 78 | SUBTOTAL |  |  |  | \$315,686 |
| 79 | PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5\% OF COSTS) |  |  |  | \$15,784 |
| 80 | CONSTRUCTION STAKING (3\% OF COSTS) |  |  |  | \$9,471 |
| 81 | CONSTRUCTION CONTINGENCY (10\% OF COSTS) |  |  |  | \$31,569 |
| 82 | TOTAL |  |  |  | \$372,509 |

DESCRIPTION
COST/UNIT UNIT QUANTITY TOTAL COST

| Item | Belden PUD Road Work: 3.5"HBP \& 8" Class 6 + 36" C\&G + 3.0' Intermittent Sidewalk |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 83 | Scarify-wet-compact subgrade included in Item 2 | \$2.5 | SY |  |  |
| 84 | Geotextile Fabric Contech C-200 (as needed) | \$9.0 | SY | 135 | \$1,211 |
| 85 | Silver Loop \& Belden Way - 3.5" HBP over 8" class 6 -including but not limited to: soil preparation, 8" aggregate base course, compaction, compaction testing to $95 \%$ standard proctor | \$7.5 | SF | 12,109 | \$90,818 |
| 86 | Concrete Flatwork (entrance fillets, islands, valley pan crossings: including but not limited to: soil preparation, 8 " aggregate base course, compaction, compaction testing to $95 \%$ standard proctor | \$15.0 | SF | 832 | \$12,480 |
| 87 | Curb \& Gutter: including but not limited to: soil preparation, 8" aggregate base course, compaction, compaction testing to $95 \%$ standard proctor | \$42.0 | LF | 1,059 | \$44,478 |
| 88 | Curb, Gutter and Sidewalk: including but not limited to: soil preparation, 8" aggregate base course, compaction, compaction testing to $95 \%$ standard proctor | \$72.0 | LF | 673 | \$48,456 |
| 89 | Parking Areas (13Total) (Turfstone Pavers) over 8" ABC | \$15.0 | SF | 2,106 | \$31,590 |
| 90 | 4 Ft Path to Bus Stop | \$10.0 | SF | 347 | \$3,470 |
| 91 | Scupper w/Reinforced Turf outlet | \$1,000.0 | EA | 2 | \$2,000 |
| 92 | Adjust sewer MH @ paving | \$500.0 | EA | 3 | \$1,500 |
| 93 | Adjust water gatevalves @ paving | \$500.0 | EA | 11 | \$5,500 |
| 98 | Pavement Markings and Striping: including but not limited to: lane lines, crosswalks, stop bars, turn arrows, one way arroes | \$2,500.0 | LS | 1 | \$2,500 |
| 99 | Sign - Street Name (Silver Loop and Belden Way) | \$400.0 | EA | 2 | \$800 |
| 100 | Sign - STOP R1-1, 30"x30" | \$400.0 | EA | 1 | \$400 |
| 101 | Sign - Speed Limit | \$200.0 | EA | 1 | \$200 |
| 102 | Sign - No Parking On Street | \$200.0 | EA | 1 | \$200 |
| 103 | Sign - Not a Through Street | \$200.0 | EA | 1 | \$200 |
| 104 | SUBTOTAL |  |  |  | \$245,802 |
| 105 | PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS (5\% OF COSTS) |  |  |  | \$12,290 |
| 106 | CONSTRUCTION STAKING (5\% OF COSTS) |  |  |  | \$12,290 |
| 107 | CONSTRUCTION CONTINGENCY (10\% OF COSTS) |  |  |  | \$24,580 |
| 108 | TOTAL |  |  |  | \$294,963 |

DESCRIPTION
COST/UNIT UNIT QUANTITY TOTAL COST

| Item | Belden PUD Landscaping |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 109 | Deciduous Trees |  |  |  |  |
| 110 | Honeycrisp Apple 2" Cal | \$500 | ea | 1 | \$500 |
| 111 | Quacking Aspen 2" Cal | \$500 | ea | 1 | \$500 |
| 112 | Black Hawk European Mountain Ash 2" Cal | \$500 | ea | 1 | \$500 |
| 113 | Evergreen Trees |  |  |  |  |
| 114 | Baby Blue Eyes Spruce 6 ft | \$500 | ea | 1 | \$500 |
| 115 | Ornamental Trees |  |  |  |  |
| 116 | Autumn Brilliance Serviceberry 8" clump | \$500 | ea | 1 | \$500 |
| 117 | Toba Hawthorn 2" Cal | \$500 | ea | 1 | \$500 |
| 118 | Spring Snow Crabapple 2" Cal | \$500 | ea | 1 | \$500 |
| 119 | Thunderchild Crabapple 2" Cal | \$500 | ea | 1 | \$500 |
| 120 | Gambel Oak 8" clump | \$500 | ea | 1 | \$500 |
| 121 | Deciduous Shrubs |  |  |  |  |
| 122 | Creeping Willow 5 Gal | \$100 | ea | 1 | \$100 |
| 123 | Ash-leaf Spirea 5 Gal | \$100 | ea | 1 | \$100 |
| 124 | Miss Kim Lilac 5 Gal | \$100 | ea | 1 | \$100 |
| 125 | Western Snowberry 5 Gal | \$100 | ea | 1 | \$100 |
| 126 | Perennials |  |  |  |  |
| 127 | Bronze Carpet Bugle 4" | \$10 | ea | 20 | \$200 |
| 128 | Lipstick Strawberry 4" | \$10 | ea | 20 | \$200 |
| 129 | Creeping Potentilla 4" | \$10 | ea | 20 | \$200 |
| 130 | Labrador Violet 4" | \$10 | ea | 20 | \$200 |
| 131 |  |  |  |  |  |
| 132 | Rocky Mountain Columbine 1 Gal | \$20 | ea | 20 | \$400 |
| 133 | Bevan's Geranium 1 Gal | \$20 | ea | 20 | \$400 |
| 134 | Little Business Daylily 1 Gal | \$20 | ea | 20 | \$400 |
| 135 | Rocky Mountain Iris 1 Gal | \$20 | ea | 20 | \$400 |
| 136 | Liatris 1 Gal | \$20 | ea | 20 | \$400 |
| 137 | Shasa Daisy 1 Gal | \$20 | ea | 20 | \$400 |
| 138 | Rocky Mountain Penstemon 1 Gal | \$20 | ea | 20 | \$400 |
| 139 | Landscaping Miscellaneous |  |  |  |  |
| 140 | Irrigation Water Tap | \$5,000 | ea | 1 | \$5,000 |
| 141 | Irrigation System | \$20,000 | ea | 1 | \$20,000 |
| 142 | Irrigation Controller | \$2,700 | ea | 1 | \$2,700 |
| 143 | Topsoil (soil + placement) | \$44 | tn | 257 | \$11,291 |
| 144 | Seeding (hydraulic) | \$2,000 | ac | 0.32 | \$636 |
| 145 | Soil Conditioning | \$2,700 | ac. | 0.32 | \$859 |
| 146 | Tire Swing | \$500 | ea | 1 | \$500 |
| 147 | Picnic Table | \$500 | ea | 1 | \$500 |
| 148 | Balance Logs | \$500 | ea | 1 | \$500 |
| 149 | Decorative Boulders | \$500 | ea | 1 | \$500 |
| 150 | Dog Waste Station | \$200 | ea | 4 | \$800 |
| 151 | Landscape Maintenance (24 month) | \$24,000 | 1 s | 1 | \$24,000 |
| 152 |  |  |  | JBTOTAL | \$75,786 |
| 153 | CONSTRUCT | NTINGENCY | 10\% | COSTS) | \$7,579 |
| 154 |  |  |  | TOTAL | \$83,365 |

DESCRIPTION
COST/UNIT UNIT QUANTITY TOTAL COST

| Item | Belden PUD - 18" STORM DRAIN TO EAGLE RIVER - HWY 24 CROSSING \& BONEYARD OPEN SPACE CROSSING |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 155 | Mobilization (included in Item 1 Belden PUD mobilization by same contractor) | \$10,000 | LS |  |  |
| 156 | Clearing and grubbing | \$1,000 | LS | 1 | \$1,000 |
| 157 | Removal of Debris | \$600 | LS | 1 | \$600 |
| 158 | Erosion Log Type 1 (12 inch) | \$8 | LF | 20 | \$160 |
| 159 | Erosion Bales (Weed Free) | \$25 | EACH | 20 | \$500 |
| 160 | Silt Fence | \$2.25 | LF | 270 | \$608 |
| 161 | Sawing Asphalt Mat (Highway 24) | \$50 | LF | 50 | \$2,500 |
| 162 | Removal of Asphalt Mat (Highway 24) | \$20 | SY | 27 | \$533 |
| 163 | Potholing | \$275 | HOUR | 10 | \$2,750 |
| 164 | Trench Box for excavation at open space | \$5,000 | L S | 1 | \$5,000 |
| 165 | 18-Inch Reinforced Concrete Pipe (Hwy 24 Crossing - complete in place) | \$200 | LF | 206 | \$41,120 |
| 166 | 18-Inch Reinforced Concrete Pipe Flared End Section w/Trash Grate | \$1,000 | EACH | 2 | \$2,000 |
| 167 | Insulate existing utility crossings in Hwy 24 | \$1,000 | EACH | 1 | \$1,000 |
| 168 | Inlet Type R L5 (5 Foot) | \$5,000 | EACH | 2 | \$10,000 |
| 169 | Inlet Type D Inlet (5 Foot) | \$7,000 | EACH | 1 | \$7,000 |
| 170 | Hydrodynamic Seperator (Cascade 4) | \$11,000 | EACH | 1 | \$11,000 |
| 171 | Flow Fill Culvert Backfill (@Highway 24) | \$400 | CY | 19 | \$7,407 |
| 172 | Aggregate Base Course (Class 6) (@highway ROW) | \$60 | CY | 48 | \$2,889 |
| 173 | Hot Mix Asphalt | \$100 | TON | 14 | \$1,400 |
| 174 | Stabilized outlet protection - RipRap (9 inch) | \$140 | CY | 20 | \$2,800 |
| 175 | Geotextile @ RipRap (Drainage) (Class 1) | \$6 | SY | 44 | \$267 |
| 176 | Proof Rolling | \$100 | HOUR | 4 | \$400 |
| 177 | Blading | \$250 | HOUR | 10 | \$2,500 |
| 178 | Backhoe | \$160 | HOUR | 10 | \$1,600 |
| 179 | Combination Loader | \$150 | HOUR | 10 | \$1,500 |
| 180 | Laborer | \$60 | HOUR | 80 | \$4,800 |
| 181 | Topsoil | \$20 | CY | 43 | \$852 |
| 182 | Concrete Washout structure (included in Belden PUD staging area) | \$2,500 | EACH |  |  |
| 183 | Vehicle Tracking Pad | \$3,000 | EACH | 1 | \$3,000 |
| 184 | Removal and Disposal of Sediment (Labor) | \$60 | HR | 2 | \$120 |
| 185 | Removal and Disposal of Sediment (Equipment) | \$150 | HR | 2 | \$300 |
| 186 | Erosion Control Mangement | \$95 | DAY | 10 | \$950 |
| 187 | Soil Conditioning | \$2,500 | ACRE | 1 | \$2,500 |
| 188 | Seeding (Native) (Hydraulic) | \$2,000 | ACRE | 1 | \$2,000 |
| 189 | Sanitary Facility | \$500 | EACH | 1 | \$500 |
| 190 | Surveying as-builts | \$5,000 | L S | 1 | \$5,000 |
| 191 | Epoxy Pavement Marking | \$120 | GAL | 10 | \$1,200 |
| 192 | Flagging | \$35 | HR | 160 | \$5,600 |
| 193 | Traffic Control Inspection | \$300 | DAY | 14 | \$4,200 |
| 194 | Traffic Control Management | \$900 | DAY | 14 | \$12,600 |
| 195 | Flashing Beacon (Portable) | \$1,400 | EACH | 4 | \$5,600 |
| 196 | Construction Traffic Sign (Panel Size A) | \$50 | EACH | 16 | \$800 |
| 197 | Construction Traffic Sign (Panel Size B) | \$80 | EACH | 44 | \$3,520 |
| 198 | Portable Message Sign Panel | \$3,000 | EACH | 2 | \$6,000 |
| 199 | Advance Warning Flashing or Sequencing Arrow Panel (C Type) | \$600 | EACH | 2 | \$1,200 |
| 200 | Drum Channelizing Device | \$60 | EACH | 10 | \$600 |
| 201 | Barrier (temporary) | \$50 | LF | 100 | \$5,000 |
| 202 | Rumble Strip (Portable) | \$2,000 | EACH | 6 | \$12,000 |
| 203 | Traffic Signal (Temporary) | \$7,100 | EACH | 2 | \$14,200 |
| 204 | Night Work Lighting | \$2,200 | LS | 1 | \$2,200 |
| 205 | SUBTOTAL |  |  |  | \$201,276 |
| 206 | N, PERIODIC CONSTRUCTION INSPECTION, AS-BUILTS \& TRAFFIC CONTROL PLAN (12\% OF COSTS) |  |  |  | \$24,153 |
| 207 | CONSTRUCTION STAKING (2\% OF COSTS) |  |  |  | \$4,026 |
| 208 | CONSTRUCTION CONTINGENCY (10\% OF COSTS) |  |  |  | \$20,128 |
| 209 | TOTAL COST |  |  |  | \$249,582 |

## LIGHTING



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 ( $8^{\prime \prime}, 10^{\prime \prime}, 12^{\prime \prime}, 16^{\prime \prime}$ ) 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, woth integral transiens 2.5 kV surge protection (driver) |
| DIMMING | 0-10, ELV |
| LIGHT DISTRIBUTION | Symmetric |
| MOUNTING OPTIONS | Wall |
| PERFORMANCE OPTIONS | Photocantral/Surge Protecior |
| CCT | 2700 K or 3000 K |
| CRI | 90+ |
| COLOR BINNING | 3 Step |
| BUG RATING | 81-U1-60 |
| DARK SKY | Compliant (Lensed version only) |
| WETLISTED | TP65 |
| GENERAL LISTING | ETL |
| CALIFORNIA TITLE 24 | Can be used to comply with CEC 2016 Titie 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required. |
| START TEMP | $.30^{\circ} \mathrm{C}$ |
| FIELD SERVICEABLE LED | Ves |
| CONSTRUCTION | Aluminum |
| HARDWARE | Stainless Steol |
| FINISH | Powder Coat |
| LED LIFETIME | 170; 70,000 Hours |
| WARRANTY* | 5 Years |
| WEIGHT | 3.5 lbs . |




ASH 8
shown in chaccoal/clear cylinder

- Visit techlighting.com for specific warranty limitations and details

ORDERING INFORMATION


## 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 | B |
| Comments |  | Date |
| Prepared by | ILUMMINATION 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 batween 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 stee! assembly. SHADES; Heavy gauge precision spun aluminum shades offer superior surface finish and consistency in form. DOORFRAME: Die-cast aluminum $1 / 8^{\prime \prime}$ 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, highefficiency AccuLED Optic ${ }^{\text {¹ }}$ 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 $4000 \mathrm{~K}(+1-275 \mathrm{~K})$ CCT and nominal 70 CRI. Optional 3000 K CCT and 5000 K 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 ( $120-277 \mathrm{~V} 50 / 60 \mathrm{~Hz}$ ), 347V 60 Hz or 480 V 60 Hz operation. greater than 0.9 power factor, less that $20 \%$ harmonic distortion, and is suitable for operation in $-40^{\circ} \mathrm{C}$ to $40^{\circ} \mathrm{C}$ ambient environments. All fixtures are shipped standard
with $10 \mathrm{kV} / 10 \mathrm{kA}$ 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, 25 mil nominal thickness for superior protection against fade and wear. LightBAR ${ }^{\text {M }}$ cover plates are standard white and may be specified to match finish of fuminaire 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.


1. 4 LightBARs

Solid State LED

DECORATIVE AREA LUMINAIRE

## CERTIFICATION DATA

UL/cUl Listed
(P66 Light自ARs
LM79 / LM80 Compliant
2G Vibration Tested
ISO 9001

ENERGY DATA
Electronic LED Driver
$>0.9$ Power Factor
$<20 \%$ Total Harmonic Distortion
$120-277 \mathrm{~V} 50 / 50 \mathrm{~Hz}, 347 \mathrm{~V} / 60 \mathrm{~Hz}$,
$480 \mathrm{~V} / 60 \mathrm{~Hz}$
$40^{\circ} \mathrm{C}$ Minimum Tomperature
$40^{\circ} \mathrm{C}$ Ambient Tomperature Rating
EPA
Effoctive Projected Area: (Sq. Ft.) 0.94
SHIPPING DATA
Approximate Net Weight:
$45 \mathrm{lbs} .120 \mathrm{kgs}$. .

| Product Family ' | Number of LightBARs ${ }^{22}$ | Lamp Type | Voltage | Distribution | Mid Section Type | Shade Type | Golar ${ }^{2}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ECM=Epic Classical Medium <br> EMM-Epic: Madarn Modium | E01=(1) 21 LED LightBAR E02=(2) 21 LED LightBARs E03=(3) 21 LED LightBARs E04=14) 21 LED LightBARs F01=(1) 7 LED LightBAR F02=(2) 7 LED LightBARs F03=(31 7 LED LightBARs F04-(4) 7 LED LightBARs | LED=Selict State Light Emitting Diodes | $\begin{gathered} \text { E1= Eléetronic } \\ (120.227 \mathrm{~V}) \\ 347=347 \mathrm{~V} \\ 480=480 \mathrm{~V} . \end{gathered}$ | T2=Typell <br> T3-Typo if <br> T4-Type IV <br> SL2=Type II w/Spill Control <br> SL.3=Type III w/Spill Control <br> SLA=Type IV wiSpill Control <br> 5MQ=Type V Square Medium <br> 5WQ-Type V Square Wide <br> 5X0=Type V Square Extra Wide <br> RW=Rectangular Wide <br> SLL=90" Spill Light Eliminater Left <br> SLR=90* Spill Light Eliminator Right | $\begin{aligned} & \text { SO=Solid } \\ & \text { SR=Solid Ring } \end{aligned}$ | SNoSyaight Narrow $\mathbf{S W}=$ Straight Wide BL=Bell $\mathrm{FL}=$ Fuito | $\mathrm{AP}=$ Grey BZ =-Bronze BK=Black $\mathrm{DP}=\mathrm{Dark}$ <br> Platinum GM=Graphite Metalific WH-White |
| Options (Add as Suffix) |  | Accessories (Order Separately) ${ }^{\text {is }}$ |  |  |  |  |  |
| $\mathbf{2 L}=$ Two Circuits ${ }^{\text {n }}$ <br> 7030 $=70$ CRI $/ 3000 \mathrm{~K}$ CCT ? <br> $7050=70$ CRI / 5000 K CCT ${ }^{\text {T }}$ <br> $8030=80 \mathrm{CRI} / 3000 \mathrm{~K} \mathrm{CCT}{ }^{\prime}$ <br> LCF=LightBAR Cover Plate Matohes Housing <br> Finish <br> MS-LXX-Motian Sensor for ON/OFF Dperation * <br> MS/X-LXX-Motion Sersor for Bi-Level Switching" <br> PMXX $=$ Pendant Mount ( XX -Pondant Langth in Inchess, $9.5^{\circ} \mathrm{min}$. $48.0^{\circ}$ max) ${ }^{16}$ <br> HSS Factory Installed House Side Shield" DIM $=0-10 \mathrm{~V}$ Dirmming Driver ${ }^{\text {a }}$ |  | OA/RA1016=NEMA Twistiock Photocontrol - Multi-Tap <br> OA/RA1027=NEMA Twistiock Photocontrol - 480V <br> OA/RA1201=NEMA Twistiack Photocontrol 347V <br> OA/RA1013=Photocontrol Shorting Cap <br> LB/HSS-21 =Field Installed House Side Shield for <br> "E" LightBARs", " <br> LB/HSS-07-Field Installed House Side Shield for <br> " $\mathrm{F}^{2}$ LightBABs tis is <br> Mounting Accessories (Order Separately) <br> Classical <br> VA6150.XX-Bishop Wall Mount Arm <br> VA6151-XX Bishop Wall Mount Arm with Cross Rod <br> VA6152-XX=Traditional Wall Mount Arm <br> VA6153-XX $=$ Traditional Wall Mount Arm with $45^{*}$ Strap <br> VA6154-XX=Bishop Single Pole Mount Arm <br> VA6155-XX=Bishop Single Pola Mount Arm with Cross Rod <br> VA6156-XX $=$ Bishop Twin Pole Mount Arm <br> VA6157-XX $=$ Bishop Twin Pole Maunt Arm with Cross Rods <br> VA6158-XX=Traditional Single Pole Mount Arm <br> VA6159-XX=Traditional Single Pole Mount Arm with Rounded Upper Bar <br> VA6160-XX $=$ Traditional Single Pole Mount Arm with Rounded Lower Bar ${ }^{14}$ <br> VA6161-XX=Traditional Single Pole Meunt Arm with 45 Upper Bar <br> VA6162-XX $=$ Traditional Single Pole Mount Arm with $45^{\circ}$ Lower Bar ${ }^{*}$ <br> VA6163-XX $=$ Traditional Single Pole Mount Arm with $45^{\circ}$ Upper Strap <br> VA6165-XX $=$ Traditional Twin Pole Mount Arm <br> VA6166-XX-Traditional Twin Pole Mount Arm with Rounded Upper Bars <br> VA6167-XX=Traditional Twin Pole Mount Arm with Rounded Lower Bars ${ }^{14}$ <br> VA6168-XX=Traditional Twin Pole Maunt Arm with $45^{t}$ Upper Bars <br> VA6169-XX=Traditional Twin Pole Maunt Arm with $45^{\circ}$ Lawer Bars ${ }^{\text {th }}$ <br> VA6170. $\mathrm{XX}=$ Traditional Twin Pole Mount Arm with $45^{\circ}$ Upper Straps <br> VA6171-XX Mast Arm Adapter <br> Modern <br> VA6101-XX=Blshop Wall Mount Arm <br> VA6102-XX=Bishop Wall Mount Arm with Cross Rod <br> VA6103-XX $=$ Traditional Wall Mount Arm <br> VA6104-XX=Traditional Wall Mount Arm with $45^{\circ}$ Strap <br> VA6105-XX-Bishop Single Pole Mount Arm <br> VA6106-XXaBishop Single Pole Mount Arm with Cross Rod <br> VA6107-XX=Bishop Twin Pole Mount Aim <br> VA6108-XX=Bishop Twin Pole Mount Arm with Cross Rods <br> VA6109-XX=Traditional Single Pole Mount Arm <br> VA6110-XX=Traditional Single Pole Mount Arm with Rounded Upper Bar <br> VA6111-XX=Traditionial Singla Pale Mount Arm with Aounded Lower Bar ${ }^{14}$ <br> VA6112-XX=Traditional Single Pole Mount Arm with $45^{\circ}$ Upper Bar <br> VA6113-XX=Traditional Single Pole Mount Arm with $45^{\circ}$ Lower Bar ${ }^{14}$ <br> VA6114-XX $=$ Traditional Single Pole Mount Arm with $45^{\circ}$ Upper Strap <br> VA6116-XX=Traditional Twin Pole Mount Arm <br> VA6117-XX=Traditional Twin Pole Mount Arm with Rounded Upper Bars <br> VA6118-XX=Traditional Twin Pole Mount Arm with Rounded Lower Bars ${ }^{4}$ <br> VA6119-XX=Traditional Twin Pole Mount Arm with $45^{\circ}$ Upper Bars <br> VA6120-XX=Traditional Twin Pole Mount Arm with $45^{\circ}$ Lower Bers ${ }^{\text {M }}$ <br> VA6121-XXoTraditional Twin Pole Mount Arm with $45^{4}$ Upper Straps <br> VA6122-XX=Mast Amm Adapler |  |  | Accessory Options * <br> $\mathrm{V}=$ Victorian Finial ${ }^{17}$ <br> $\mathbf{M}=$ Modern Finial ${ }^{17}$ <br> $\mathrm{A}=$ Architectural Finial ${ }^{17}$ <br> $\mathrm{N}=$ Nostalgie Finial ${ }^{7}$ <br> $\mathrm{R}=$ NEMA Twistlock Photocontrol Receptacle ${ }^{*}$ |  |  |

## NOTES

Arm not included. Corder smparately. See acrnssories.
2 Stondard dopox CCT and greater than 70 RI.
 Only or use with 480 V Wye aystems, Per NEC not for usa
Defta and Three Phase Comer Erounded Delta systems!.
5. Custom and RAL colar matching available upon reguest. Cansulf yourlighting reprosantalive at Eaton for morv information:
6. Low-level output varies by bar count. Consula factory. Fequires quantity of two or more LightBAfas
7. Consalt customer service for lasd timea and multiplier.



 9. $1 / 2^{*}$. For fengths above $48^{\circ}$, consult vour lighting representative at Eaton for more information.
11. Only for use with $\$ 1.2,51.3$ and $S 14$ distributions.
12. Dimming loads provide for sxtemal D-toV eomrol sysiem (6y othes)
13. Hecolices XX with color suffix
14. Only availsable with traditional armis.
15. One required for aach LigheAR
16. Add as suffix to mounting accensorv, Ekiample: VA6106-BK-R.
17. Not svallable with finials, pondsus mount 'PMila' of blishop wall meunn

18, Requirys use of a' O.D rowind stracion pote.

Eaton

FINAL PLAT

| minturn town certificate |  |  |  |
| :---: | :---: | :---: | :---: |
| this plat is approved by the town councio of the town of Minturn county of <br>  <br>  <br>  EASEMENTS DEDICATED TO THE PUBLIC, EX TOWN COUNCIL OF THE TOWN OF MINTURN. |  |  |  |
| by: |  | ATTEST: |  |
| MAYOR <br> TOWN OF MINTURN, COLORADO |  | TOWN CLERK <br> TOWN OF MINTURN, COLORADO |  |
| subordinaton by mortgage |  |  |  |
|  |  |  |  |
| mortagae: anb bank |  |  |  |
|  |  |  |  |
|  |  |  |  |
| COUNTY OF___ ${ }^{\text {d }}$ |  |  |  |
| $\qquad$ |  |  |  |
| wities my hand and official seal.mY commission express |  |  |  |
|  |  |  |  |
| USE TABLE |  |  |  |
| LOT | USE | REA | ADDRESS |
| 1 | Single family | 2,998 S.F. | T018SILVER LOOP |
| 2 | duplex lot | 2,341 | (022)SILVER LOOP |
| 3 | duplex lot | 1,496 S.F. | (1022)SILVER LOOP |
| 4 | single family | 2,603 S.F. | (1029)SILVER LOOP |
| 5 | duplex lot | 1,459 S.F. | (022)SILVER LOOP |
| 6 | duplex lot | 1,628 S.F. | (1028) SILVER LOOP |
| 7 | multi-family | 27,233 S.F. | O039SILVER LOOP |
| 8 | duplex lot | 2,049 S.F. | \%029BELDEN WAY |
| 9 | duplex lot | 1,404 S.F. | \%027 Belden way |
| 10 | duplex lot | 2,092 S.F. | \%023 belden way |
| 11 | duplex lot | 1,668 S.F. | \%233BELDEN WAY |
| 12 | tri-plex lot | 1,235 S.F. | \%221belden way |
| 13 | tri-PLex Lot | 1,040 S.F. | \%019 belden way |
| 14 | tri-PLEX LOT | 1,366 S.F. | \%017 belden way |
| 15 | single family | 2,146 S.F. | \%019 belden way |
| 16 | Single family | 2,212 S.F. | \%133BELDEN WAY |
| 17 | Single family | 12,033 S.F. | (1011) belden way |
| 18 | Single family | 3,283 S.F. | \%010 SILVER LOOP |
| 19 | Single family | 3,018 S. | (012)SILVER LOOP |
| 20 | Single family | 3,116 S.F. | (014)SILVER LOOP |
| 21 | multifamily | 2,454 | (000)SILVER LOOP |
| 22 | multifamily | 1,251 | \%OIDSILVER LOOP |
| 23 | multi-family | 1,251 | (1013)SILVER LOOP |
| 24 | nuti-famil | 1,251 S.F. | (013)SILVER LOOP |
| 25 | t-FAMIL | 2,50 | (017)SILVER LOOP |
| 26 | single fam | 2,014 S.F. | (1023SILVER LOOP |
| 27 | Single family | 2,012 S.F. | (1022)SILVER LOOP |
| tracta | RO | 15,682 S.F. | belden way \& Silver Loop |
| tract b | OPEN SPAC | 4,712 S.F. | (101)SILVER LOOP |
| tractic | open Space | 7,294 S.F. | (1037)SILVER LOOP |
| tract d | OPEN SPACE | 1,956 S.F. | (033) BELDEN WAY |
| rot |  | 117,901 S.F. | 2.707 ACRES |

## FINAL PLAT

## BELDEN PLACE, P.U.D

Town of Minturn, County of Eagle, State of Colorado
SHEET 1 OF 5



## certificate of taxes paid


 SATED THI _____ ${ }^{\text {OF }}{ }^{\text {A.D. } 20}$

TREASURER OF EAGLE COUNTI
ITILE CERTIFCATE
 $\qquad$
$\overline{\bar{\square}}$
DATED THIS ___ DAY OF__ A.D. 2021
rveyor's certificate
 TATE Of Colorado. That This subivisio plat IA Arve correct and





##  <br> tate of Colorado









 Respo iblib for rovidil Ad
ESTABLISHED.
$\qquad$

state of

MY CoMmission expries:
witness my hand and official seal $\overline{\text { Notary Public }}$

Clerk and recorders certificate

$\overline{\text { CLERK AND RECORDER }}$
${ }^{\mathrm{BY}:}$


FINAL PLAT
BELDEN PLACE, P.U.D.
(BEARING DISTANCE) $=$ PIMEVIOSLY PLATTED
DIMENSONS OF RECORD






[^0]:    ${ }^{1}$ 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.

[^1]:    Trisha K. Harris

[^2]:    Convenience fees:
    Credit Card - 2.5\% with $\$ 2.00$ minimum
    Electronic Check (echeck/ach) - \$1.00
    $\leftarrow$ Try another search
    \$ View payment history

[^3]:    Convenience fees:
    Credit Card - $2.5 \%$ with $\$ 2.00$ minimum
    Electronic Check (echeck/ach) - \$1.00
    $\leftarrow$ Try another search
    \$ View payment history

[^4]:    1. CONTOURS SHOWN REPRESENT EXISTING TOPOGRAPHY FROM USGS QUAD MAPS, GOOGLE EARTH, \& SURVEYOR. CONTOUR INTERVALS VARY.
[^5]:    ${ }^{1}$ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

[^6]:    ${ }^{1}$ The 2-year, 24 -hour rainfall event of 1.37 inches, 25 -yr 24 -hour rainfall event of 2.43 inches; and the 100-year 24 -hour storm event of 3.16 inches
    ${ }^{2}$ Total Peak Discharge does not equal the sum of the peak discharges for each basin because they occur at different time intervals.
    ${ }^{3}$ Basin P4 flows are retained and do not flow to Design Point 1

[^7]:    Belden Place PUD
    Proposed Basins P1 through P5

