



**Wednesday May 4, 2022
Work Session – 8:30am**

AGENDA

**Town Council Retreat
344 Eagle St Minturn, CO**

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate. This agenda and meetings can be viewed at www.minturn.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This will be an in-person only meeting for the purpose of a Town Council Retreat.

Work Session – 8:30am

- Town Council Retreat

INFORMATIONAL ONLY ITEMS

Council Meetings:

- May 5, 2022 – Special Council Meeting (Minturn North)
- May 18, 2022 – Joint Council/Planning Commission
- June 1, 2022
- June 15, 2022



**Wednesday May 4, 2022
Regular Session – 5:30pm**

AGENDA

**Town Council Meeting
Minturn Town Hall / Council Chambers
302 Pine St Minturn, CO**

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate. This agenda and meetings can be viewed at www.minturn.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/86869068417>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 848 6906 8417**

Please note: all virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

1. CALL TO ORDER

The Minturn Town Council will open the Regular Meeting at 5:30pm for the purpose of convening into Executive Session. At (approximately) 6:30pm the Council will convene into Regular Session for the remainder of the meeting.

2. Executive Session: An Executive Session pursuant to C.R.S. 24-6-402(3)(b) for the purposes of receiving legal advice – Belden Place – Metteer/Sawyer

Direction given as a result of the Executive Session:

3. ROLL CALL & PLEDGE OF ALLEGIANCE

4. **APPROVAL OF CONSENT AGENDA** *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

4.1 April 20, 2022 Meeting Minutes Pg 11

5. **APPROVAL OF REGULAR AGENDA** *Opportunity for amendment or deletions to the agenda.*

6. **DECLARATION OF CONFLICTS OF INTEREST**

7. **PUBLIC COMMENT** *Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

8. **SPECIAL PRESENTATIONS** *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

9. **COUNCIL COMMENTS & COMMITTEE REPORTS**

10. **DISCUSSION / DIRECTION ITEMS**

11. **BUSINESS ITEMS** *Items and/or Public Hearings are listed under Business may be old or new and may require review or action by the Council.* Pg 11

11.1 Ordinance 7 – Series 2022 (First Reading) an Ordinance for Belden Place consideration of rescind – Metteer/Sawyer Pg 132

11.2 Ordinance 08 – Series 2022 (First Reading) an Ordinance for Belden Place consideration of rescind – Metteer/Sawyer Pg 134

11.3 Resolution 17 – Series 2022 a Resolution for Belden Place consideration of rescind – Metteer/Sawyer Pg 136

11.4 Resolution 18 – Series 2022 a Resolution for Belden Place consideration of rescind – Metteer/Sawyer Pg 137

11.5 Motion to approve Pine St Construction Contract – Metteer Pg 138

12. **STAFF REPORTS**

12.1 Town Manager Update

13. **FUTURE AGENDA ITEMS** Pg 230

14. **ADJOURN**

INFORMATIONAL ONLY ITEMS

Council Meetings:

- May 4, 2022 – Council Retreat
- May 5, 2022 – Special Council Meeting (Minturn North)
- May 18, 2022 – Joint Council/Planning Commission
- June 1, 2022
- June 15, 2022



Wednesday April 20, 2022
Executive Session – 4:30pm
Regular Session – 5:30pm

OFFICIAL MINUTES

Town Council Meeting
Minturn Town Hall / Council Chambers
302 Pine St Minturn, CO

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate. This agenda and meetings can be viewed at www.minturn.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/84644144469>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 846 4414 4469**

Please note: all virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

1. CALL TO ORDER

The meeting was called to order by Mayor Earle Bidez at 4:30pm.

2. ROLL CALL & PLEDGE OF ALLEGIANCE

Those present include: Mayor Earle Bidez, Mayor Pro Tem Terry Armistead (via Zoom), and Town Council members George Brodin, Lynn Feiger, Gusty Kanakis, Tom Sullivan (via Zoom), and Kate Schifani.

Staff present: Town Manager Michelle Metteer, Town Attorney Michael Sawyer (via Zoom), Town Planner Madison Harris, and Town Treasurer/Town Clerk Jay Brunvand.

The Minturn Town Council will open the Regular Meeting at 4:30pm for the purpose of convening into Executive Session. At (approximately) 5:30pm the Council will convene into Regular Session for the remainder of the meeting.

3. **Executive Session:** An Executive Session pursuant to Section C.R.S. 24-6-402(3)(b) for the purposes of receiving legal advice – Belden Place – Metteer/Sawyer

Motion by George B., second by Gusty K., to convene in Executive Session pursuant to Section C.R.S. 24-6-402(3)(b) for the purposes of receiving legal advice – Belden Place. Motion passed 7-0.

Convened in Executive Session: 4:30pm
Re-convened in Regular Session: 5:31pm

Direction given as a result of the Executive Session: none given.

Note: Council will convene in Regular Session at approximately 5:30pm

4. **APPROVAL OF CONSENT AGENDA** *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

4.1 April 4, 2022 Meeting Minutes

4.2 Liquor License: 131 Main St – The Minturn Country Club annual renewal of a Hotel and Restaurant Liquor License, Tom Ricci, owner/manager

4.3 Liquor License: 141 Main St – Thai Kitchen annual renewal of a Hotel and Restaurant Liquor License, Wipanun Somdee, owner/manager

Motion by Gusty K., second by George B., to approve the Consent Agenda of April 20, 2022 as presented. Motion passed 7-0

5. **APPROVAL OF REGULAR AGENDA** *Opportunity for amendment or deletions to the agenda.*

Motion by George B., second by Gusty K., to approve the Agenda of April 20, 2022 as presented. Motion passed 7-0.

6. **DECLARATION OF CONFLICTS OF INTEREST**

7. **PUBLIC COMMENT** *Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

8. **SPECIAL PRESENTATIONS** *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

9. COUNCIL COMMENTS & COMMITTEE REPORTS

Earle B. noted he, George B., and Michelle M. met at the water plant with US Senator Michael Bennett and thanked him for the federal funding directed to the water tank. The Senator was presented with a piece of a wooden water line.

Reminder that Minturn matters will be Tuesday, April 26 at 5:30 at the Mexican Bar and Grill.

10. DISCUSSION / DIRECTION ITEMS

10.1 Planning Commission vacancy direction from Council – Metteer

At the April 6, 2022 Council meeting, after a complete process of advertising and solicitation of Letters of Interest from citizens, Council appointed Michael Boyd to the Planning Commission. The Planning Commission has five voting members and has five seated and one alternate. The alternate votes only if one of the five is absent but comments. Since that meeting Staff has received a Planning Commissioner resignation from Jena Skinner and we are in need to again appoint a member.

Staff is asking for Council direction on choosing a candidate from the recent pool of candidates or to go out to a full solicitation of a new pool of candidates?

Once direction is received Staff will bring back an appointment process and resolution to fill the vacancy.

Motion by George B., second by Gusty K, to appoint Elliot Hovey to the member position from the alternate and then to move forward with formal solicitation for an alternate member. Motion passed 7-0.

11. BUSINESS ITEMS *Items and/or Public Hearings are listed under Business may be old or new and may require review or action by the Council.*

11.1 Public Hearing Regional Transit Authority – Metteer

Mr. Bill Ray, Eagle County RTA formation committee representative, was on hand requesting Council to open and hold a Public Hearing for the creation of a Regional Transportation Authority. During the Public Hearing Mr. Ray reviewed a presentation for the proposed transit authority which identified next steps and legal requirements as well as a full-time line to follow between now and the November 2022 election. This election would be to form the RTA, include a sales tax of .05 and pledging the current ECO Transit tax to this entity.

The Town of Minturn has joined with Eagle County, the towns of Avon, Eagle, Gypsum, Red Cliff and Vail; and Beaver Creek Metro District, as well as the business community and nonprofit partners, to consider the formation of a Regional Transportation Authority (RTA) to enhance and expand transit and transportation services for our residents, businesses and visitors. An RTA is a public entity that allows local governments—including counties, cities, town and metro districts—

to work together to address regional transportation issues. RTAs are governed by a board of appointed elected officials representing the partner governments and must follow open meeting and fiscal accountability and transparency laws. RTAs are allowed to seek voter approval to collect tax revenue to provide transportation services, which may include transit, air, roadway and other services.

Setting up an RTA is a formal process defined in state law. The local governments involved in establishing the RTA must work together to create an intergovernmental agreement (IGA), a legal document that sets forth the governance, service goals and other key operating provisions of the RTA. This charter document must be agreed upon by the elected councils and boards in each community. Ultimately, voters must agree to the formation of the RTA and any taxing or bonding requests made to provide funding for the RTA's services and operations. The IGA process requires two separate public hearings to be held in each jurisdiction considering adopting the IGA. The public hearings will provide details about the proposed RTA and the draft IGA for the creation of the Eagle Valley Transportation Authority, and feedback from council and the public will be shared with the RTA formation committee to help address local community needs and concerns.

George B. asked what the impacts will be at the county level, will this free up funds? ECO Transit is funded by a .05 sales tax and would become the foundation of the new RTA. Currently existing municipal transit systems would not be absorbed into the RTA because they are not regional in scope.

Discussion ensued as to the future routes, connecting routes, and connections to the Eagle County Airport.

Public Hearing Opened

No Public Comment (there were no zoom attendees)

Public Hearing Closed

Moving forward we may be tweaking the IGA prior to the ballot question formation in May.

It was noted a second public hearing would be held on May 18, 2022 during the regularly scheduled Council Meeting.

11.2 Ord 06 - Series 2022 (First Reading) An Ordinance amending the outdoor watering regulations for the Town of Minturn – Metteer

Michelle M. and Michael S. presented Ordinance No. 06 – Series 2022 effectively permanently enacts the Town Code's existing emergency outdoor watering restrictions to be enforced at all times. Additional emergency restrictions could be enacted above and beyond this new base. By codifying these restrictions, the Town is acknowledging that water availability is likely to continue to diminish and thus inefficient uses of water should be curtailed. Outdoor irrigation accounts for a significant amount of water use, and most of the water is wasted and not reused. Local governments throughout the West are enacting similar permanent outdoor watering restrictions. These restrictions will apply equally to any outdoor water use, including washing cars, washing impervious surfaces, filling pools, and irrigation.

Michael S. noted the code will also include the ability to further restrict use in an emergency. This would include short term emergency restrictions implemented by the Town Manager when it is not timely to obtain Council direction. In this event the council would be informed at the time and then allowed to review and vote at the next possible council meeting.

Lynn F. asked if this includes the cemetery; yes.

Gusty K. was concerned that many in Minturn do not have a sprinkler system and without such it could be difficult for individuals that work on their water evenings.

George B. asked about new lawns, etc. that require intensive watering in the initial stages. Michelle M. felt this was a valid concern and would look in to solutions.

The ordinance's restrictions are as follows:

- Odd and even numbered addresses alternate watering days.
- No outdoor irrigation between 10AM and 5PM.
- Swimming pools can only be filled once per year; hot tubs 4 four times per year.
- Watering and car washing should only occur with nozzled hoses.

The exceptions to these restrictions include:

- Allowing hand watering for annual and vegetable gardens on any day.
- Operating during the repair of irrigation systems on any day.

Some additional considerations for Council to discuss may be other exceptions and whether there should be an annual start and end date to these regulations.

Discussion ensued on the start stop dates and how those could conflict with early and late seasonal snow storms. Michelle M. will look into defined start stop dates for second reading.

Public Hearing Opened

Mr. Mike Barron, Avon, asked how do you inform the citizens and how do you enforce? This was discussed. Michelle M. stated there would be a relatively long education period rather than an immediate enforcement period.

Public Hearing Closed

Motion by George B., second by Kate S., to approve Ordinance 06 – Series 2022 (First Reading) An Ordinance amending the outdoor watering regulations for the Town of Minturn as presented. Motion passed 6-1 (Note: Gusty K. vote nay.)

11.3 Resolution 16 – Series 2022 A Resolution approving CUP 01-2022 Sun-Up SealCoats contractor storage on U.P. property – Harris

Madison H. presented that *Sun-Up Sealcoats LLC* has requested a Conditional Use Permit (CUP) on the UPRR land. At their regular meeting of April 13, 2022, the Planning Commission reviewed

the (CUP) request for contractor storage on Union Pacific Railroad (UPRR) property. No neighbors spoke at the public hearing where the Planning Commission discussed the CUP request although one person did submit a public comment before the Planning Commission meeting which is attached to the Resolution and speaks opposed to the CUP. The Planning Commission unanimously supported the proposed CUP as meeting the requirements of the MMC. In reviewing the application, the Planning Commission considered the criteria and findings required by the Minturn Municipal Code, as well as testimony of staff and the Applicant. Staff feels the proposal meets the requirements of Chapter 16.

Mr. Ben Barron, Sun-Up Sealcoats LLC, gave a background of his company and what his request entailed. He stated he works heavily in Eagle County and has grown up in the county. Their current yard is a shared lot and they have outgrown their portion. He stated a concern expressed was traffic, he has worked with UPRR for a northern access off the USFS bridge at the north end as well as the Bellm Bridge direction.

Gusty K. asked if his product is asphalt or coal base, it is asphalt, and asked about product safety sheets. Mr. Barron stated they have the safety sheets.

George B. discussed the screening and the location. The screening is expensive, it is a requirement and the applicant is aware and will screen as required.

Lynn F. felt this was not an appropriate location. She felt this was not appropriate for the entrance to Minturn. She felt the direction should be to enhance our entry and river. Mr. Barron stated he understood and appreciated the local concerns and he feels his lot would be well maintained, the fencing maintained, such that it would lessen the impact.

Terry A. expressed concern that the Council had discussed previously to limit CUPs on the RR property that would diminish our town entry.

Mr. Barron stated he is looking to lease approximately 32,000sf and his lot would pretty much be the last lease in that area due to lack of additional space. He expressed his need to keep his emulsion proprietary but that it was not coal based and that he had the product sheets, his company is in the business of maintaining asphalt, and he runs a professional business and would maintain his site as such.

Public hearing opened

Ms. Alexandra, Avon and friend of owner, stated she deeply cares about the rivers and has studied the Gilman Eagle Mine. She stated this is a conscientious company and supports the community with jobs. Although this is an industrial area this company is very mindful of safety and the operation of a safe company. She spoke in support of the CUP.

Mr. Mike Barron, father of owner, stated this is a business that has grown and provides a necessary service to the community. He spoke in support of the CUP.

Public Hearing closed

Earle B. stated this is less a concern of the service or product but a concern of the location.

Motion by George B., second by Lynn F., to Deny Resolution 16 – Series 2022 A Resolution approving CUP 01-2022 Sun-Up SealCoats contractor storage on U.P. property including the following findings. Motion passed 7-0 to deny.

- 1) It was found the relationship and impact of the use on the community development objectives would be a detriment to the entry of the town.
- 2) It was found that the proposed use would create a negative effect on the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.
- 3) It was found that the proposed location of the use is not in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located, including preservation of the entryway to the Town and the health of the River.
- 4) It was found that the proposed use at the proposed location and the conditions under which it would be operated or maintained will potentially be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

12. STAFF REPORTS

12.1 Town Manager Update

13. FUTURE AGENDA ITEMS

14. ADJOURN

Motion by George B., second by Gusty K., to adjourn at 7:25pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS

Council Meetings:

- May 4, 2022 – Council Retreat
- May 5, 2022 – Special Council Meeting (Minturn North)
- May 18, 2022 – Joint Council/Planning Commission
- June 1, 2022
- June 15, 2022

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

[**Direct Mail to Glenwood Springs*](#)

DATE: April 29, 2022
TO: Minturn Mayor and Town Council
FROM: Karp Neu Hanlon, P.C.
RE: Revocation of Belden Place PUD Approvals

On March 16, 2022, the Minturn Town Council approved various ordinances and resolutions related to the Belden Place PUD. These approvals included: Ordinance No. 4 – Series 2022 approving the Final Development Plan for Planned Unit Development for Belden Place (**Exhibit A**), Ordinance No. 5 – Series 2022 approving the Final Subdivision Plat for the Belden Place PUD (**Exhibit B**), Resolution No. 8 – Series 2022 approving the Belden Place Plan for PUD Subdivision Improvements Agreement (**Exhibit C**), and Resolution No. 10 – Series 2022 approving a Cost Share Agreement for the Construction of a Stormwater Sewer Improvement (**Exhibit D**). These approvals constitute the final Council level approvals associated with the Belden Place PUD.

On March 15, 2022 – *one day prior to the Town Council meeting* – Miners Base Camp (the “Developer”) filed a lawsuit against the Town (**Exhibit E**). The Complaint makes several claims against the Town related to the application of the Town’s water moratorium to the Belden Place approvals. These claims allege that the Town erred in applying the water moratorium to Belden Place. The Final PUD Development Plan and Final Subdivision Plat, and accompanying Subdivision Improvements Agreement (“SIA”) provided that the Developer could only develop a limited number of units equal to the historic number of SFEs used on the Developer’s property plus an additional three SFEs (as provided in the Moratorium). The claims made in the litigation would invalidate the water provisions in the SIA. Without an SIA, the Town cannot approve a Final Subdivision Plat and by extension should not approve PUD zoning or other agreements implementing a development plan (such as a Cost Share Agreement).

Developer’s longtime representative Jena Skinner was present at the March 16 hearing (**Exhibit F** – Land Development Application listing Jena Skinner as Contact Person). Jena spoke on multiple occasions during the public hearing and never mentioned that a lawsuit against the Town had been filed. Further, from reviewing video of the March 16 meeting, it appears that attorney Jim Stovall was present in the audience sitting next to Jena Skinner. Mr. Stovall’s law office had filed the Complaint one day earlier. Mr. Stovall did not inform the Town that his office had filed the litigation. As discussed below, the fact that the litigation had been filed was a material fact under the Town Code and concealing the existence of the Complaint being on file with the Court prevented the

Town from properly implementing its Code provisions. Mr. Stovall’s office did not inform the Town that the Complaint had been filed until April 1, 2022.

Section 16-21-740 of the Minturn Code provides a mechanism that “stays” any “processing or issuance of” approvals in the event that litigation is filed. The purpose of a stay is to preserve the status quo while legal proceedings continue.

Sec. 16-21-740. - Effect of pending litigation or appeal.

(a) When (1) an appeal that is commenced pursuant to Code [Section 16-21-700](#), or (2) litigation or any other action or proceeding that is filed in a court or other tribunal of competent jurisdiction relates to the review or processing of a land use application, or may result in the alteration, amendment, or voiding of a previous determination or action pursuant to this land use code affecting developability, zoning, development regulations, construction, improvement, or other aspects of development affecting a parcel of land in the Town, or (3) litigation involving the interpretation, enforceability or default of an agreement with the Town related to the land use or development approvals, the filing of said appeal, litigation, or other action or proceeding shall operate as a stay, applicable to all departments of Town acceptance, processing or issuance of:

(1) Any and all building applications or permits;

(2) Development applications or permits;

(3) Development approvals; or

(4) Any other Town action, which would permit or otherwise authorize construction, site work grading, land improvements, or creation of a vested right pursuant to this land use code.

(b) The stay provided for under subsection (a) of this section continues until the issuance of a final, non-appealable judgment or order in any such appeal, litigation, action, or other proceeding. (emphasis added).

The Complaint filed by the Developer triggers the provisions Section 16-21-740. The Belden Place land use application involved the application of the Town’s water moratorium. The SIA, a document mandated by the Town Code as a condition of approving a Final Subdivision Plat, has detailed provisions about the application of the water moratorium and the number of units that can be built within the Belden Place PUD prior to the moratorium being lifted. The Complaint, in essence, seeks to invalidate the water provisions in the SIA. As such, the Complaint “relates to the review or processing of a land use application.” As a result, with the Complaint being filed on March 15, 2022, the Town was mandated to stop “processing or issuance of” “development applications” and

“development approvals.” The “stay” provided by Sec. 16-21-740 applies immediately and without any process. In short, the Town Council lacked legal authority to undertake the various Belden Place approvals which occurred on March 16 because the Code mandated a cessation of all such activities once the Complaint was filed with the Court. The March 16 approvals were *void ab initio* (of no effect).

For these reasons, Staff recommends that the March 16 Belden Place approvals (**Exhibits A-D**) be rescinded. In order to meet due process requirements, public hearings and public meetings to revoke the Belden Place approvals have been noticed as provided under the Code. Further, Staff recommends rescinding the approvals with the same level of formality as was used for the initial adoption. Ordinances and resolutions implementing the rescission of the Belden Place approvals are included in the Packet.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 04 – SERIES 2022**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO APPROVING THE FINAL DEVELOPMENT
PLAN FOR PLANNED UNIT DEVELOPMENT FOR
BELDEN PLACE PUD**

WHEREAS, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

WHEREAS, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

WHEREAS, Chapter 16, Zoning, of the Minturn Municipal Code (“the Code”) regulates zoning and land use within the Town; and

WHEREAS, the purpose of Chapter 16 is to encourage the most appropriate use of land, to preserve and promote the Town’s economy, heritage and small town qualities, and it is designed to promote the health, safety, welfare and convenience of the citizens; and

WHEREAS, Sec. 16-15-10 - Purposes and general provisions, of the Code, establishes the purpose of the Planned Unit Development (“PUD”) Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of the Code and the Community Plan; and

WHEREAS, Sec. 16-15-20 - Authority, of the Code, states that the PUD Overlay Zone District is adopted pursuant to Section 24-67-101, et seq., C.R.S., the Planned Unit Development Act of 1972; and

WHEREAS, Sec. Sec. 16-15-20 - Authority, of the Code, provides that the Town staff and the Planning Commission (“Commission”) shall have the authority to recommend and the Town Council shall have the authority to impose such conditions on a PUD as are necessary to accomplish the purpose of this Code and the Community Plan; and

WHEREAS, the Commission held public hearings to consider the Belden Place Preliminary Development Plan for PUD (“Preliminary Plan”) and Preliminary Subdivision Plat (“Preliminary Plat”) on May 26, 2021 and June 9, 2021, and recommended approval with conditions of the Preliminary Plan and Preliminary Plat to the Town Council; and

WHEREAS, the Town Council, at a public hearing held on June 16, 2021, approved the Preliminary Plan with conditions via Resolution No. 20, Series 2021; and

WHEREAS, the Town received a Final Development Plan for PUD (“Final Plan”) application, inclusive of associated zoning regulations and Subdivision Improvements Agreement (“SIA”), from the Applicant on or about August 31, 2021; and

WHEREAS, the Final Plan establishes Planned Unit Development zoning and amends the Official Zone District Map to allow for the development of forty-one (41) single-family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and one accessory dwelling unit on Lot 17 to be constructed on twenty-seven (27) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and,

WHEREAS, the Applicant intends to construct project infrastructure in one (1) phase to allow for the incremental build-out residential structures within the PUD as market conditions and absorption rates dictate; and,

WHEREAS, Town of Minturn Staff (“Staff”) finds that the Final Plan conform with the Town’s standards; and

WHEREAS, the Town Council, at their regular meeting of March 2, 2022, considered Ordinance No. 4, Series 2022, on first reading, to approve the Final Plan and PUD zoning; and

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. That the Belden Place Final Plan is hereby approved.

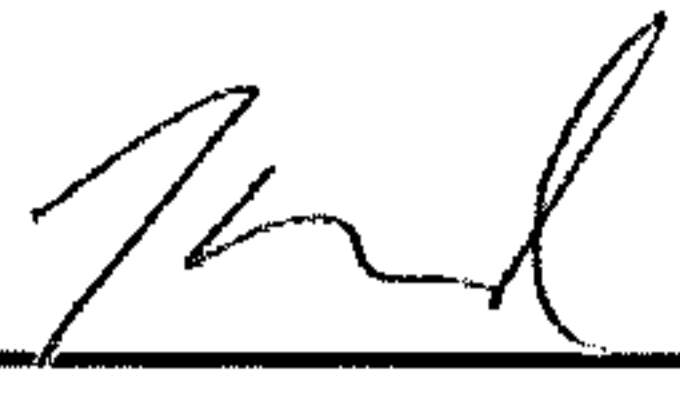
INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 2ND DAY OF MARCH 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 16TH DAY OF MARCH 2022 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

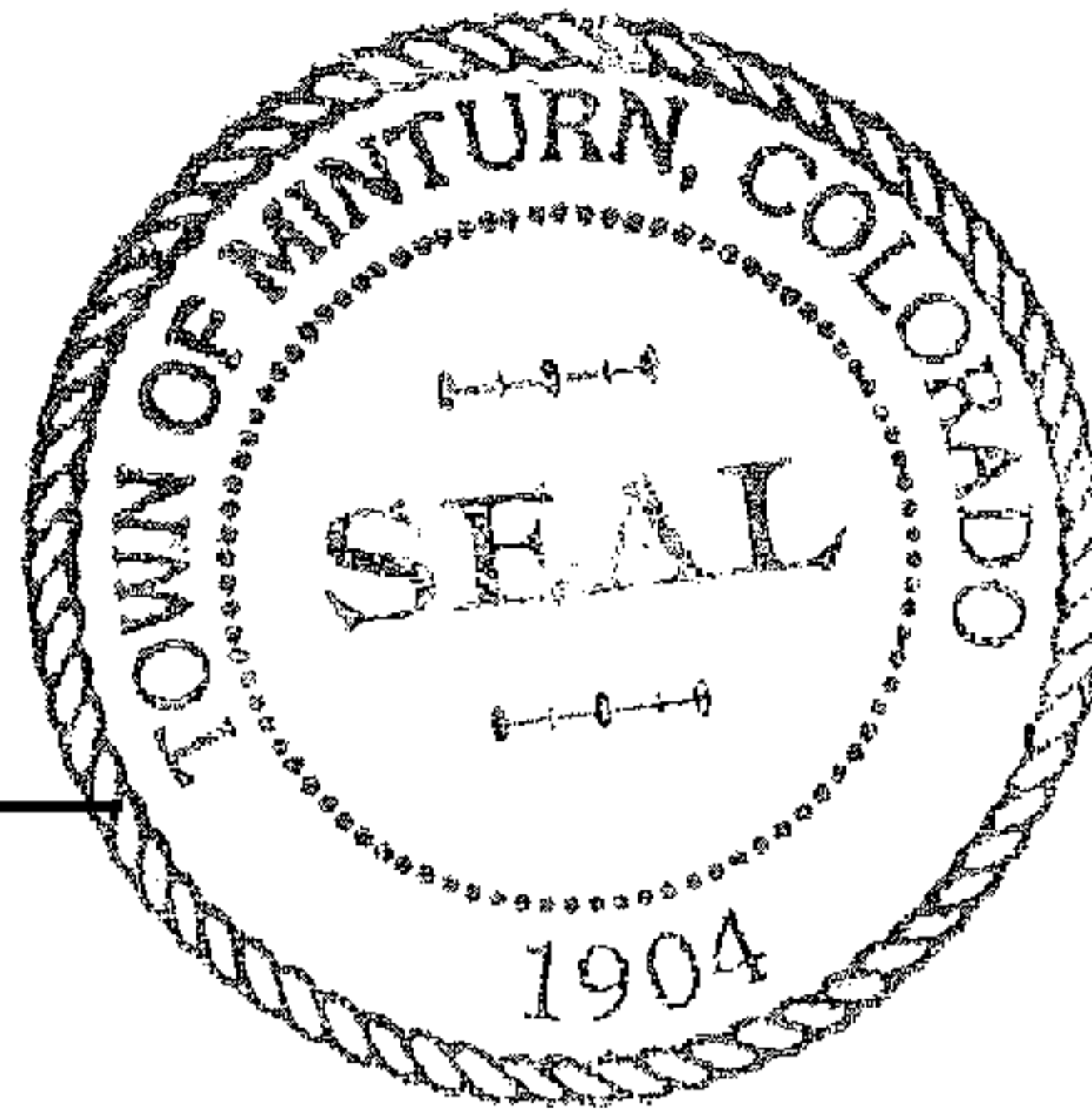
TOWN OF MINTURN, COLORADO



Earle Bidez, Mayor

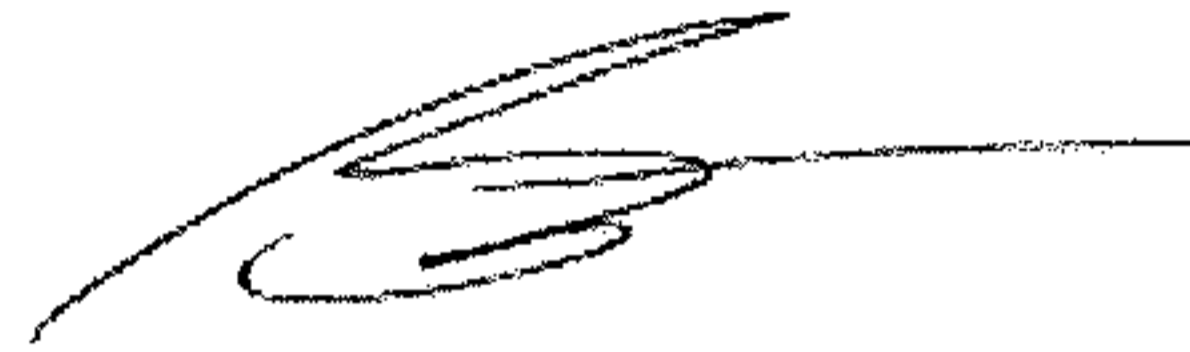
ATTEST:

By: 
Jay Brunvand, Town Clerk



THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 16th DAY OF MARCH, 2022.

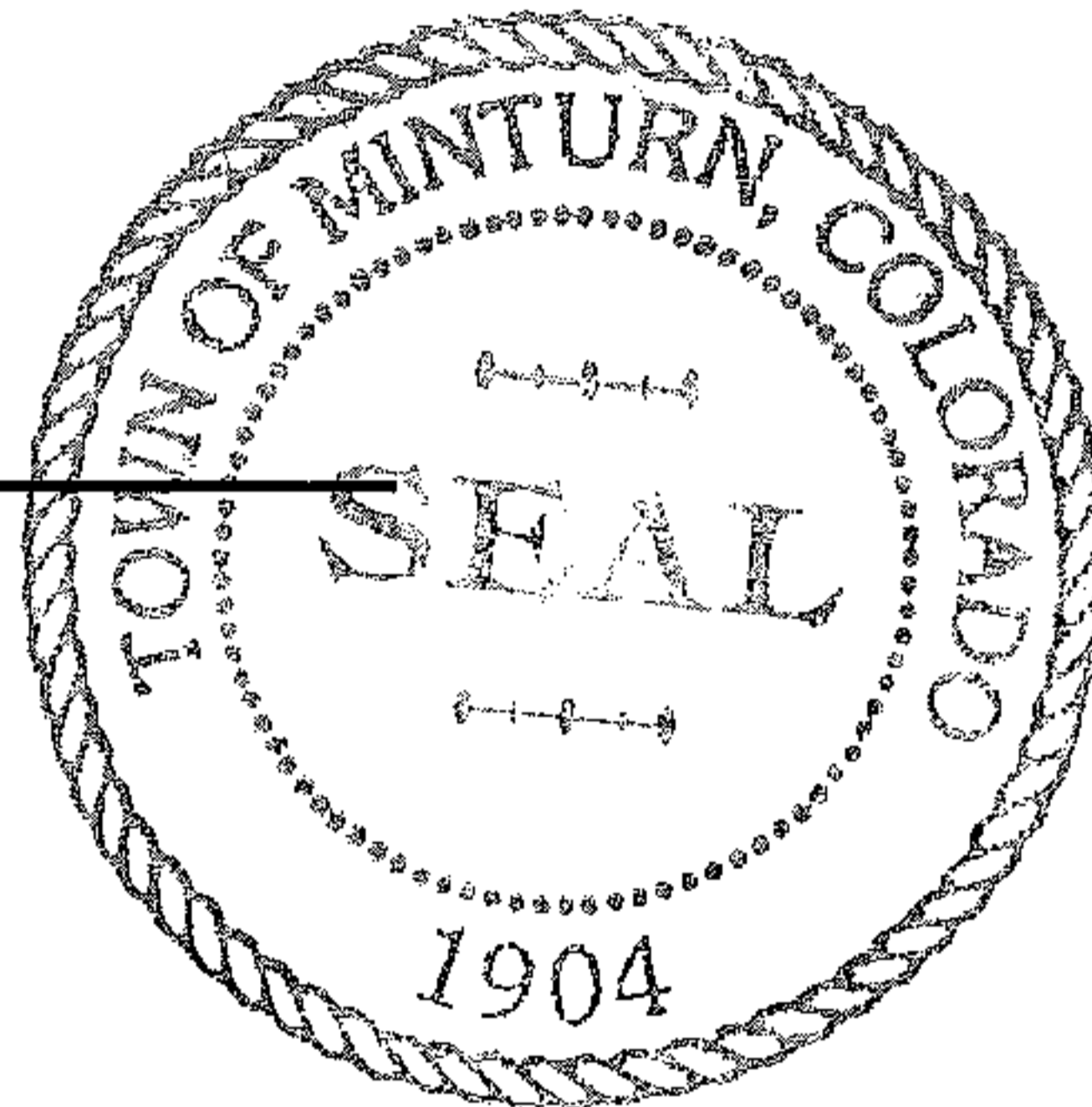
TOWN OF MINTURN, COLORADO



Earle Bidez, Mayor

ATTEST:

By: 
Jay Brunvand, Town Clerk





BELDEN PLACE
PUD GUIDE
+
ATTAINABLE
HOUSING PROGRAM



Planned Unit Development Guide

I. PURPOSE

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

II. APPLICABILITY

The Belden Place PUD authorizes a total of 41 dwelling units on 27 lots. The residential mix of units are comprised of single-family, duplex, triplex and multifamily dwellings on 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 Town of Minturn is responsible for the interpretation and enforcement of this PUD Guide in accordance with the Minturn Municipal Code. The Belden Place Owners Association may enforce this Guide in accordance with the terms of the CC&Rs. 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.

VI. DEFINITIONS¹

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

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

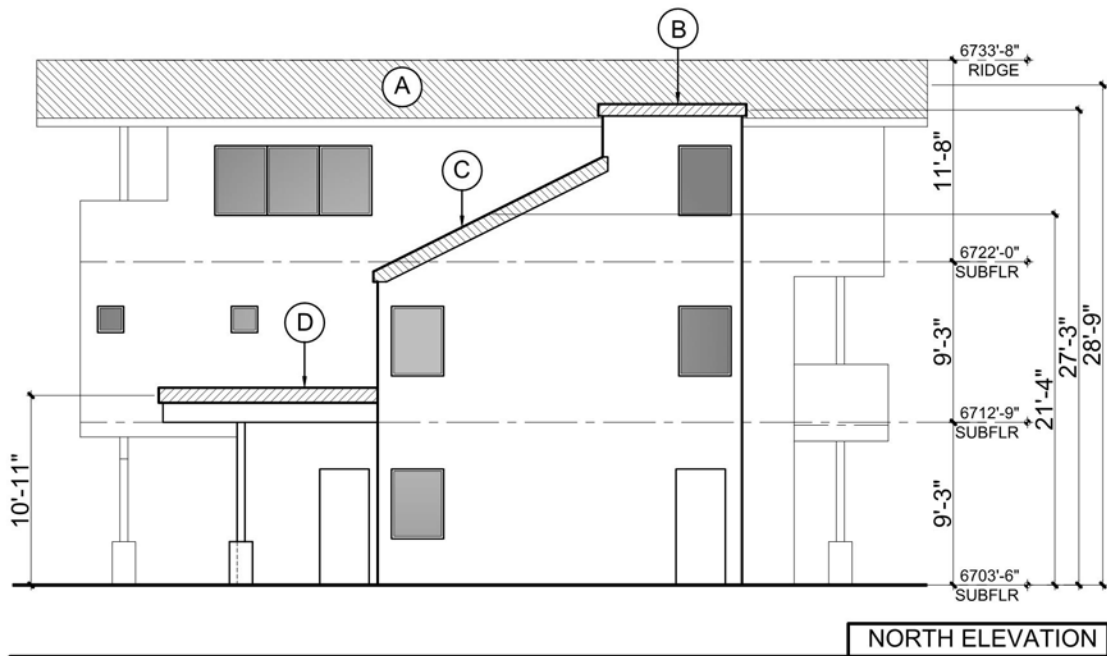
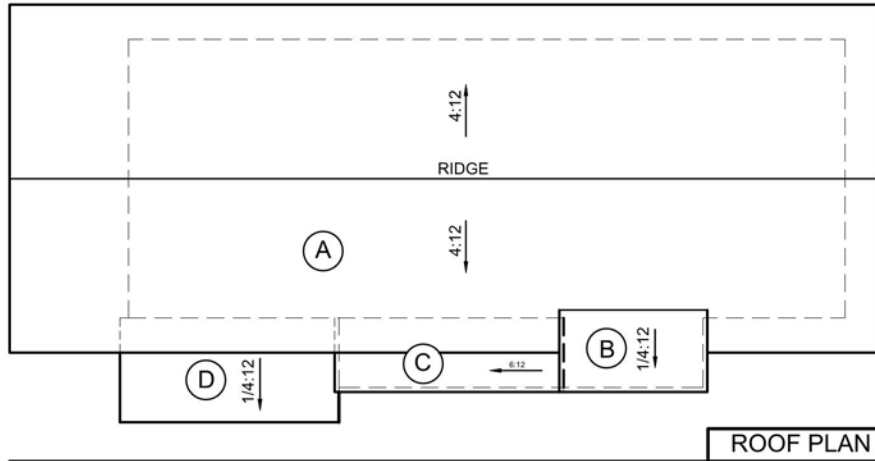
Association. Association shall mean the Belden Place Owner Association (BPOA or OA).

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 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, next page.*

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. Where conflict arises, text shall rule.



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

$2,695.17' / 100 = 26'-11" \text{ AVG ROOF HT}$

Building Setbacks. See Building Envelope.

Condominium Unit. An individual air space unit 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.

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.

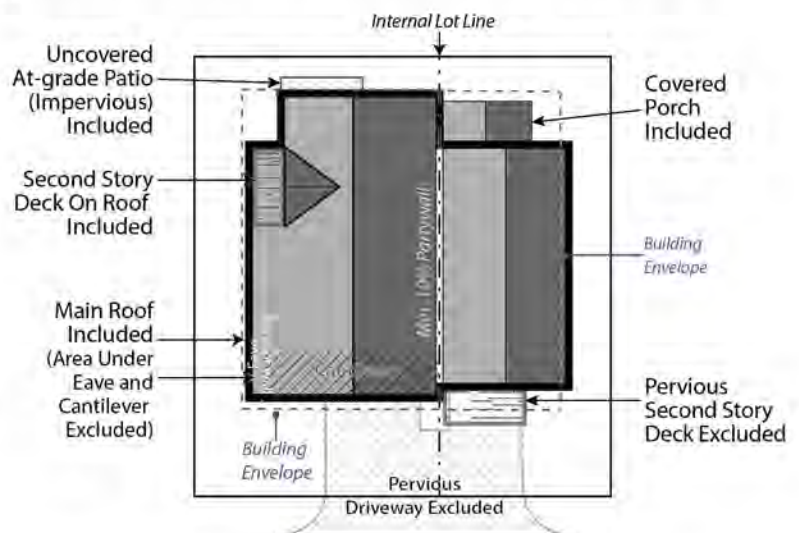
Dwelling Unit. One or more rooms occupied by one family or group of people living independently from any other family or group of people and having not more than one indoor cooking facility which is limited to the use of one family. For purposes of density calculations, Accessory Dwelling Units are not 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 Owners 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.

Site Coverage. Site 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. Site coverage excludes non-hardscape areas under eaves or similar (e.g., open-sided 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 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 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

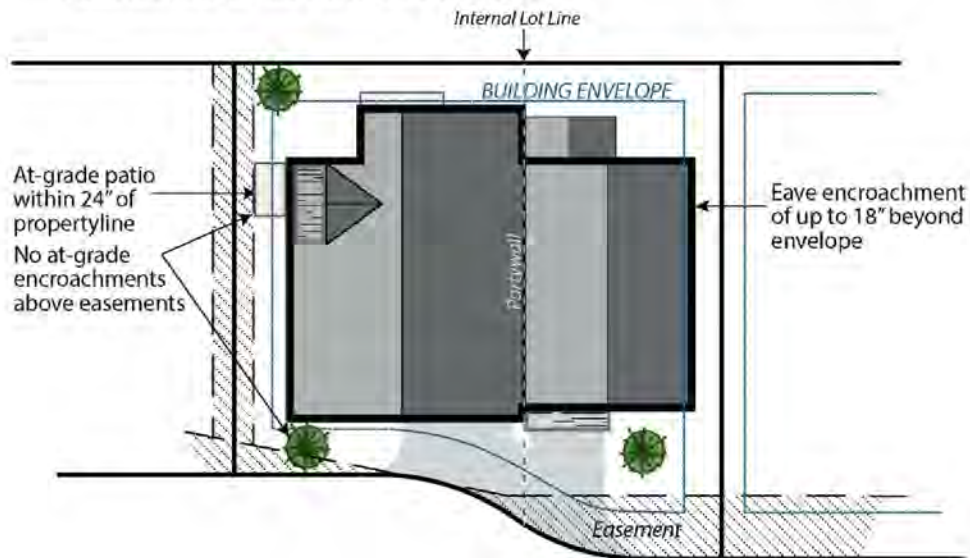
Residential building envelopes are necessary in order to maximize the buildability and economic viability of the lots while offering greenspace and or space between neighbors to the greatest extent possible. All portions of structure- including fireplaces, chimneys, window wells, eaves, overhangs, etc. 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 or light 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 vertically closer than 6' above in-ground utility easements, by second story encroachments. Underground parking elements and staircases may encroach within 12" of the most southern property line on Lot 7.

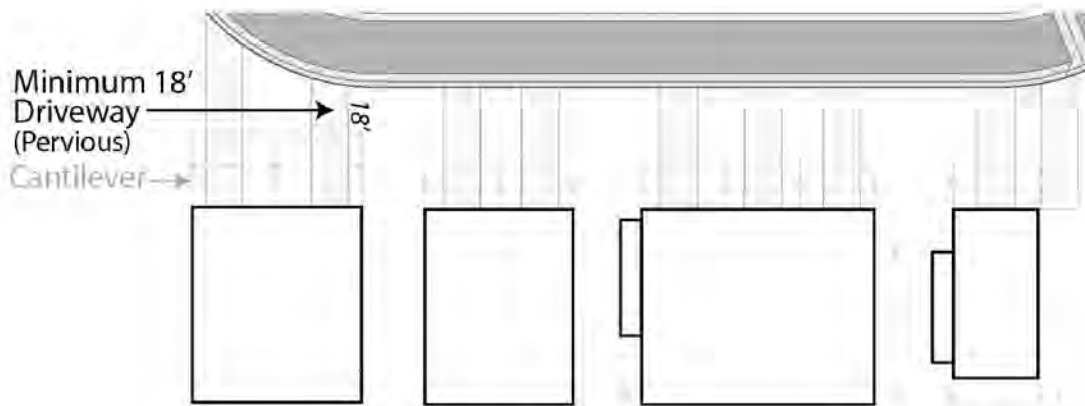
General Notes:

- All lots except for Lots 7, 12-14, 21-25, and 17: Minimum 8' between residences required measured from eave to eave.
- Lots 12, 14, 26, 27: Minimum 6' between neighboring residences required. This distance 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' x 18'.
- Parking spaces shall not be located on sidewalks.
- Storage of inoperable vehicles or storage in general is prohibited in exterior parking spaces.
- ADUs are only permitted if there is sufficient parking for this additional dwelling unit. Parking requirement: Minimum of 1 space.



D. BUILDING HEIGHT

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

Structure	Height Max
Single-Family Homes	28'
Duplex Unit/Tri-plex	28'
Multi-family Units: Stacked Flats (Lot 7) and 5-Plex (Lots 21-25)	35'

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. SITE COVERAGE

Lots	Class	Max %
Lot 1	SF	60%
Lots 2/3	DU	70%
Lot 4	SF	70%
Lots 5/6	DU	55%
Lot 7	MULTI	70%
Lots 8/9	DU	70%
Lots 10/11	DU	65%
Lots 12/13/14	TRI	80%
Lot 15	SF	60%
Lot 16	SF	60%
Lot 17	SF	50%
Lot 18	SF	45%
Lot 19	SF	45%
Lot 20	SF	50%
Lots 21/22/23/24/25	MULTI	65%
Lot 26	SF	70%
Lot 27	SF	70%
Notes	1	Sidewalks shall not be included in site coverage calculations

G. PERMITTED USES



Single-Family Lots:

USE	NOTES
Accessory Dwelling Unit	One (1) unit. Unit is connected to main dwelling and cannot be subdivided. ADU has independent kitchen and shall be no larger than 750 sq. ft. ADU is not considered as a primary dwelling unit, as it is integral to the home as an accessory use. ADUs will require additional water service allocations (taps) and charges pursuant to Code Chapter 13. ADUs are included in Site Coverage calculations and cannot exceed maximum limitation for that lot.
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code.
Family Child Care	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 permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code

Tracts A, B, C, D:

USE	NOTES
Road, Open Space*, Drainage*, Utilities, Snow Storage	*Playground equipment, park benches and features, or similar may be placed here. Hardscape pedestrian walkways, paths and lighting fixtures are permitted in these areas. Undefined utilities

	(e.g. internet or similar) can be placed here without the need for additional easements. Open space may be utilized by public.
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All lots:

Residential Solar Energy Systems and Equipment (Personal Use)

Short-term rentals as defined in the Minturn Code are not permitted in Belden Place.

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.
- (3) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

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) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

3. MATERIALS

- a. Roofing materials are limited to the following:
 - (1) Artificial wood shingle (to mimic wood shake shingle). Treated wood shake shingles or any other combustible material is prohibited.
 - (2) Standing seam metal.
 - (3) Asphalt shingles.
 - (4) Imitation (composite or similar); or, real slate tiles.
 - (5) Non-reflective solar tiles that mimic the above-mentioned products
 - (6) Any other recommended FireWise materials similar to the above-mentioned products.

- b. Siding materials are limited to the following:
 - (1) Metal
 - (2) Wood
 - (3) Composite siding
 - (4) Fiber cement board (commonly known as “Hardie Board”)
 - (5) Stucco.
 - (6) Any other recommended FireWise materials similar to the above-mentioned products.
 - (7) All siding materials to have non-reflective finishes.

- c. Doors and Windows:
 - (1) Structures with multiple garage doors must always have identical, matching doors.
 - (2) 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.
 - (3) Screen or storm doors, in addition to typical front doors are permitted. Screen or storm doors cannot replace front doors at any time.

- d. 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.

- e. Building materials for residential exteriors shall include at least two (2) types of materials as part of the building façade.

I. LANDSCAPING – *See also PUD Landscaping Plan*

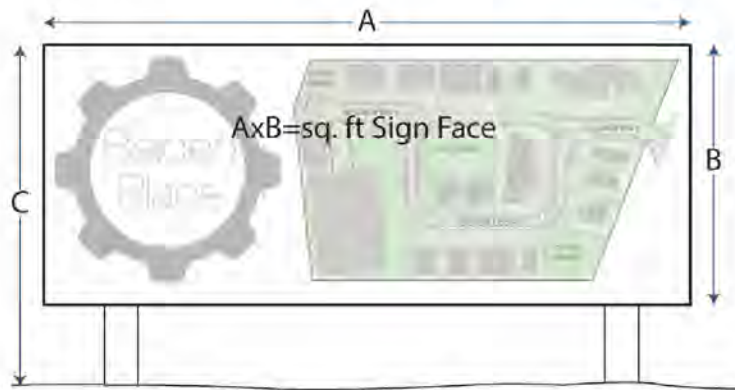
Shall not interfere with any drainage way, utility, pedestrian access, or entry into any structure. Landscaping shall not obscure windows, be installed under gas fireplace or dryer vents, nor shall any landscaping material overtake any yard, or spread into any common or neighboring yards.

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.
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" x 24" in size for each lot.

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

BELDEN STREET SIGNS AND LIGHTING

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



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 re-selling existing homes. Temporary material storage, or other temporary construction uses may be permitted during the construction time only; provided such activities are secured and not offensive. Such temporary uses shall terminate 90 days after receiving TCO of the final building within the project for which they were utilized.

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.



Planned Unit Development Guide



APPENDIX A - ATTAINABLE HOUSING PROGRAM

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

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

- Level 1:** **Buyer Restrictions.** Aimed to ensure Minturnites have the first opportunity to purchase a Belden Place home within the town. 100% of all homes have this restriction.
- Level 2:** **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:** **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.

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 re-recorded as one document to ensure they remain connected.

6. Belden Place Housing Unit Allocations:

SEE Belden Place Attainable Housing Program Allocation Table, Next Page

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Belden Place Attainable Housing Program Allocation Table

If a unit 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*		LEVEL 1	LEVEL 2 – 200% AMI (Initial Sales)		LEVEL 3 – Resident Occupied (Permanent Restriction)	
1	SF	Y				
2	D	Y				
3	D	Y				
4	SF	Y				
5	D	Y			YES	
6	D	Y				
7A	MF	Y			YES	Unit 1 - Top Floor Front
7B	MF	Y			YES	Unit 2 - Top Floor Front
7C	MF	Y			YES	Unit 3 - Top Floor Back
7D	MF	Y				
7E	MF	Y			YES	Unit 5 - Middle Floor Front
7F	MF	Y			YES	Unit 6 - Middle Floor Front
7G	MF	Y				
7H	MF	Y				
7I	MF	Y			YES	Unit 9 - Main Floor Front
7J	MF	Y			YES	Unit 10 - Main Floor Front
7K	MF	Y				
7L	MF	Y				
7M	MF (V-TRI)	Y	YES	Unit 13 - Ground Floor Vertical Tri	YES	Unit 13 - Ground Floor Vertical Tri
7N	MF (V-TRI)	Y	YES	Unit 14 - Middle Floor Vertical Tri	YES	Unit 14 - Middle Floor Vertical Tri
7O	MF (V-TRI)	Y			YES	Unit 15 - Top Floor Vertical Tri
8	D	Y				
9	D	Y			YES	
10	D	Y				
11	D	Y			YES	
12	TRI	Y			YES	
13	TRI	Y			YES	
14	TRI	Y			YES	
15	SF	Y				
16	SF	Y				
17	SF	Y				
18	SF	Y			YES	
19	SF	Y				
20	SF	Y	YES		YES	
21	MF (5-PLEX)	Y				
22	MF (5-PLEX)	Y				
23	MF (5-PLEX)	Y				
24	MF (5-PLEX)	Y				
25	MF (5-PLEX)	Y				
26	SF	Y			YES	
27	SF	Y	YES		YES	

Belden Place Attainable Housing Program



**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

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(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.35

(b) By acceptance of a deed to a Unit, each Owner agrees to abide by the terms of this Article 10.....35

(c) Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article 10.35

Section 10.3 Commencement or Pursuit of Claim Against Bound Party.....35

(a) A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article 10.....35

(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.35

Section 10.5 Mandatory Procedure.....36

(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:36

(i) The nature of the Claim, including all Persons involved and the Respondent’s role in the Claim;.....36

(ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);.....36

(iii) The proposed remedy; and.....36

(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.36

(b) Negotiation and Mediation.....36

(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.36

(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.37

(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.....37

- (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.....37
- (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.....37
- (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.....37

(c) Binding Arbitration.....37

- (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.37
- (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.38
- (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.....38

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELDEN PLACE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELDEN PLACE (the “**Declaration**”) is made and entered into on as this _____ day of _____, 20____ by Miners Base Camp LLC, a Colorado limited liability company (the “**Declarant**”).

RECITALS

A. The Declarant is the owner of certain real property in Eagle County, Colorado, which is more particularly described as set forth in *Exhibit A* attached hereto and by reference made a part hereof.

B. The Declarant desires to create a planned community under the terms of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.* (“**CCIOA**”) on the real estate described in *Exhibit A*, under the name “Belden Place”.

C. The Declarant has caused Belden Place Owners Association, Inc. (the “**Association**”), a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as an owners’ association, for the purpose of exercising the functions set forth herein.

ARTICLE 1. SUBMISSION/NAMES/DEFINED TERMS

Section 1.1 Submission of Property. The Declarant hereby submits the real estate described in *Exhibit A*, and such additional property as may subsequently be annexed hereto, pursuant to the annexation rights reserved in this Declaration, together with and subject to all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the “**Property**”), to the provisions of CCIOA, as it may be amended from time to time, and to the terms and conditions of this Declaration. In the event CCIOA is repealed, CCIOA on the effective date of this Declaration shall remain applicable. The Declarant hereby declares that all of the Property described in *Exhibit A*, and as added to by annexation, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. The Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Property, that this Declaration shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 1.2 Name and Type. The type of common interest community created hereunder is a planned community as defined in CCIOA. The name of the common interest community is “Belden Place”. The name of the Association is “Belden Place Owners Association, Inc.”

Section 1.3 Property. The Property is located in Eagle County, Colorado. The initial property of the Property is described in *Exhibit A*.

Section 1.4 Defined Terms. Each capitalized term in this Declaration or on the Plat shall have the meaning specified in CCIOA or as used in CCIOA, unless otherwise defined in this Declaration or as context requires otherwise:

(a) “**Annexable Area**” shall mean the property described on *Exhibit B*, attached hereto and incorporated herein.

(b) “**Allocated Interests**” shall mean the votes and Common Expense liability allocated to each Unit as set forth in Article 3, Section 3.4 of this Declaration

(c) “**Architectural Review Committee**” shall mean the committee appointed by the Declarant or the Board of Directors pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.

(d) “**Articles of Incorporation**” shall mean the Articles of Incorporation of Belden Place Owners Association, Inc., as filed with the Colorado Secretary State, as may be amended from time to time.

(e) “**Assessment**” shall include all Common Expense Assessments, , Special Assessments, Individual Purpose Assessments, and any other expense levied against a Unit pursuant to this Declaration or CCIOA, including interest, late fees, attorney fees, fines, and costs.

(f) “**Association**” shall mean and refer to Belden Place Owners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

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

(h) “**Board**” or “**Board of Directors**” shall mean the body designated in the Governing Documents to act on behalf of the Association.

(i) **“Bylaws”** shall mean the Bylaws of Belden Place Owners Association, Inc., as may be amended from time to time.

(j) **“CCIOA”** shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.*, as it may be amended.

(k) **“Common Area”** shall mean all real property owned or leased by the Association, excluding the Lots, for the common use and enjoyment of the Owners, together with all improvements located thereon.

(l) **“Common Expense Assessment”** shall mean an Assessment levied against all Units in the Association to fund the Common Expenses.

(m) **“Common Expense Liability”** shall mean the liability for Common Expenses allocated to each Unit as set forth in Section 3.4 of this Declaration.

(n) **“Common Expenses”** shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(o) **“Condominium Association”** shall mean any condominium association formed in accordance with CCIOA in relation to any Condominium Lot.

(p) **“Condominium Lot”** shall mean any Lot which has been subdivided into Condominium Units pursuant to a recorded condominium map and which is subject to a condominium declaration and a part of a condominium community created pursuant to CCIOA. Subsequent to the recording of this Declaration, if any Lot is converted to a condominium form of ownership, any such Lot so converted shall be deemed to be a Condominium Lot upon the recording of the condominium map(s) applicable to such Lot being so converted.

(q) **“Condominium Unit”** shall mean each unit having horizontal boundaries created for individual condominium ownership on a Condominium Lot.

(r) **“Declarant”** shall mean Miners Base Camp LLC, a Colorado limited liability company, and any Person or group of Persons which succeeds to all or any portion of the Declarant’s rights, or any successor to the Declarant duly designated in accordance with this definition. Any such successor must be so identified by means of an express written assignment executed and acknowledged by the Declarant and the duly designated successor Declarant, and recorded in the real property records of Eagle County, Colorado.

(s) **“Design Guidelines”** shall mean a manual of design guidelines for the Property, or other design or architectural guidelines, to interpret and/or implement any

provisions of Article 6 of this Declaration, specifically, and this Declaration in general, as more fully provided for in Section 6.3 of this Declaration.

(t) **"Governing Documents"** shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, the Design Guidelines, and the Rules and Regulations of the Association, as any of the same may be amended from time to time.

(u) **"Guest"** shall mean an Owner's (or a tenant's as applicable) family members, tenants, occupants, invitees, licensees, employees, contractors, and agents.

(v) **"Improvements"** shall mean all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including but not limited to, buildings, outbuildings, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

(w) **"Individual Purpose Assessment"** shall mean expenses incurred by the Association which are for the benefit of any individual Unit, as more fully provided in Section 5.5 of this Declaration.

(x) **"Lot"** shall mean and refer to any of the platted lots, including any Single Family Detached Lots, Multi-Family Lots, Vacant Lots, and Condominium Lots, shown upon any recorded subdivision Plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area.

(y) **"Member"** shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

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

(aa) **"Multi-Family Lot"** shall mean any Lot upon which Attached Residential Units are or will be constructed, and which share or will share a Party Wall with at least one other Attached Residential Unit.

(bb) "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(cc) "**Party Wall**" shall mean an interior wall, including the foundation wall, within a Multi-Family Building that separates two adjoining Attached Residential Units and that is located substantially along the shared interior Lot line that bounds the Attached Residential Units.

(dd) "**Period of Declarant Control**" shall mean a length of time expiring no later than the first or occur of the following: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that May Be Included to Owners other than a Declarant; (ii) two (2) years after the last conveyance of a Unit by a Declarant in the ordinary course of business; or (iii) two (2) years after any right to add new Units to the Declaration was last exercised.

(ee) "**Person**" shall mean a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other legal entity or any combination thereof.

(ff) "**Plat**" shall mean and refer to the map(s) and/or plat(s) of the Property that is subject to this Declaration recorded in the records of the Office of the Clerk and Recorder of Eagle County, Colorado. More than one map or plat or supplement thereto may be recorded, and, if so, then the term "Plat" shall collectively mean and refer to all of such maps, plats and supplements thereto.

(gg) "**Property**" shall mean the property described in *Exhibit A*, and as added to by annexation, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon which is a planned community as defined by CCIOA.

(hh) "**Rules and Regulations**" shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Property, and/or clarification of the Governing Documents, including any amendment to those instruments.

(ii) "**Single Family Detached Lot**" shall mean those Lots upon which detached residential dwellings are or will be constructed, and which do not share any common walls with any other residential dwelling.

(jj) "**Special Assessment**" shall mean a special Assessment levied by the Association from time to time to cover previously unbudgeted expenses or expenses in

excess of those budgeted, including, without limitation, the costs of any construction restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund.

(kk) “**Unit**” shall mean each Single Family Detached Lot, Multi-Family Lot, Vacant Lot, and Condominium Unit.

(ll) “**Units That May Be Included**” shall mean forty-one (41) Units, which shall be the maximum number of Units that may be subject to this Declaration, including those Units which may be included if all of the Annexable Area described on *Exhibit B* is annexed to this Declaration as provided for in Article 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 sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant; provided, that the rights of such mortgagee shall be subordinate to the rights of the Owners;
- (d) To assign its right to future income, including the right to assign its right to receive Assessments;
- (e) To grant any easement, right-of-way, license, lease, or similar interest through, over or in the Common Area;
- (f) To transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval Owners entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant;
- (g) To close portions of the Common Area for maintenance, repair, replacement and improvement; and
- (h) To change the use of, and/or to add or remove improvements to or from the Common Area.

Section 3.2 Authority of the Association. The business affairs of the Property shall be managed by the Association. The Association shall be governed by CCIOA, this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents or by Colorado law, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of

Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to affect such right or privilege or to satisfy such duty or obligation.

Section 3.3 Membership. Every Person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for such membership. When more than one person holds an interest in any Unit, all such persons shall be Members.

Section 3.4 Allocated Interests. The Common Expense Liability and votes in the Association allocated to each Unit are set as follows:

(a) Unless otherwise provided in this Declaration, the Common Expense Liability allocated to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of 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 thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

Section 4.3 Termination of the Period of Declarant Control. Not later than the termination of the Period of Declarant Control, the Owners shall elect a Board of Directors (the exact number of members of the Board of Directors to be set forth in the Bylaws of the Association), at least a majority of whom must be Owners other than the Declarant or representatives of the Declarant.

ARTICLE 5. COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, and such other Assessments as imposed by the Association.

(a) Such Assessments, including but not limited to fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of any Assessment by waiver of the use or enjoyment of the Common Area or by abandonment of the Unit against which the Assessment is made.

(b) The Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to credit card convenience fees from whatever source, shall be a charge on the respective Unit generating such charges and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

(c) All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association is not properly exercising its duties and powers under this Declaration. Except as

provided in this Declaration, all Assessments shall be assessed against all Units based on the Common Expense Liability allocated to each applicable Unit as set forth in Section 3.4 of this Declaration.

Section 5.2 Basis of Assessments. The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. Unless otherwise provided herein, Common Expenses shall be apportioned among the Units in accordance with the Common Expense Liability allocated to each Unit as set forth in Section 3.4 of this Declaration.

Section 5.3 Annual Assessment. The budget for annual Common Expense Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Common Expense Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 5.4 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time. A proposed Special Assessment will be ratified unless Owners representing more than a majority of the total votes in the Association vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the subject services or materials.

Section 5.5 Individual Purpose Assessments. The Association shall have the right to add to any Owner's Assessment as an Individual Purpose Assessment, without the need of going through the budget ratification process as provided for herein, the following:

(a) Those amounts expended by the Association for the benefit of any individual Unit or any occupant thereof, including but not limited to: improvement, repair, replacement and maintenance specific to a Unit; or improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, and/or his or her Guests as set forth in this Declaration;

(b) Any extraordinary maintenance, repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Units;

(c) Any extraordinary insurance costs incurred as a result of the actions of an Owner (or his Guests);

(d) All fines and costs assessed against an Owner pursuant to the Governing Documents; and

(e) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Unit and are reasonably determined to be allocable to a particular Unit.

Section 5.6 Application of Payments. All payments received on an account of any Owner or the Owner's Unit shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any Assessments due or to become due with respect to such Owner.

Section 5.7 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within fifteen (15) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's annual Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Owner's annual Common Expense Assessment.

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Likewise, the obtaining of a money

judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under CCIOA.

Section 5.8 Assignment of Rents. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Unit are more than thirty (30) days delinquent, the Association may collect, and the occupant or lessee shall pay to the Association, the rent for any Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Association's request. The Association shall send notice to the Owner by any reasonable means at least ten (10) days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Association's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligations as provided in the Declaration. The Association shall not exercise this power where a receiver has been appointed with respect to a Unit or Owner, nor in derogation of the exercise of any rights to rents by the holder of a first lien security interest of a Unit. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Unit in the same manner as any other Assessment under this Declaration.

Section 5.9 Lien Priority. The lien of the Association under this Article is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by CCIOA with regard to the limited lien priority allowed to the Association); and (3) liens for real

estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 5.10 Working Capital Fund. Each Person who purchases a Unit from the Declarant shall make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual Common Expense Assessment. Said contribution shall be collected and transferred to the Association at the time of closing of the sale of each Unit and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payment of Assessments as the same become due.

Section 5.11 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and prepayment of or provision for reserves shall be retained by the Association as reserves or in such other funds as the Board of Directors may direct and need not be paid to the Owners or credited to them to reduce future Assessments.

ARTICLE 6. ARCHITECTURAL REVIEW

Section 6.1 Composition of the Architectural Review Committee and Appointment. The Architectural Review Committee will consist of three (3) or more natural persons or a separate entity (such as an architectural firm) appointed by the Board of Directors; provided, however, that until all of the Units That May Be Included have been conveyed to the first Owner thereof other than the Declarant, the Declarant may appoint the Architectural Review Committee. If no Architectural Review Committee is appointed, the Board of Directors shall act as the Architectural Review Committee. The power to "appoint" the Architectural Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Architectural Review Committee; appoint members to the Architectural Review Committee on the occurrence of a vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term of office, subject to

the aforesaid power of removal, as may be set from time to time in the discretion of the Board of Directors.

Section 6.2 Architectural Review Requirements; Authority of the Architectural Review Committee.

(a) No Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Lot, unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot, the Owner of the Lot, the Unit, or the board of directors of any Condominium Association formed in relation to any Condominium Lot, as applicable, must submit plans and specifications for the proposed Improvement to the Architectural Review Committee for review and consideration, and then receive approval in writing from the Architectural Review Committee, all in accordance with the Design Guidelines. Only Owners who are current in payment of Assessments are entitled to request approval from the Architectural Review Committee for any Improvement to be constructed, erected, placed, altered, planed, applied, installed, or modified upon any Lot.

(b) The Architectural Review Committee shall endeavor to exercise its reasonable judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping and structures.

(c) In its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant pay an architectural review fee and/or reimburse the Architectural Review Committee for the actual expenses incurred by the Architectural Review Committee in the review and approval process. Such amounts, if any, shall be collectible by the Association in the same manner as Assessments.

Section 6.3 Design Guidelines. The Architectural Review Committee may propose Design Guidelines or revisions or amendments thereto, which may be approved by the Board of Directors, at any time and from time to time. Without limiting the generality of the foregoing, any such Design Guidelines may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Architectural Review Committee, may state procedural requirements, or may specify acceptable Improvements that may be installed without prior approval of the Architectural Review Committee.

Section 6.4 Procedures. The Architectural Review Committee will review and approve in writing (which may be with conditions and/or requirements), or disapprove, each request for architectural approval within thirty (30) days after the complete submission to the

Architectural Review Committee of the plans and specifications and other materials and information which the Architectural Review Committee may require in conjunction therewith in accordance with the design review procedures set forth in the Design Guidelines. If the Architectural Review Committee fails to review and approve in writing (which may be with conditions and/or requirements), or disapprove, a request for architectural approval within thirty (30) days after the complete submission of the plans and specifications and other information requested with respect thereto, such request is deemed denied by the Architectural Review Committee.

Section 6.5 Vote and Appeal. If the Board of Directors is not acting as the Architectural Review Committee, an Owner (or the board of directors of any Condominium Association which has submitted plans for approval pursuant to Section 6.2(a) of this Declaration) whose plans have been disapproved or conditionally approved by the Architectural Review Committee may appeal any such decision of the Architectural Review Committee to the Board of Directors by submitting a written appeal to the Board of Directors within thirty (30) days of the date of the Architectural Review Committee's disapproval or conditional approval. The Board of Directors shall review the decision of the Architectural Review Committee pursuant to the criteria set forth in this Declaration and the Design Guidelines. Any decision of the Architectural Review Committee may be overruled and reversed on appeal by a majority of the Board of Directors by a written decision setting forth the reasons for the reversal when the Board of Directors concludes that the Architectural Review Committee's decision was inconsistent with the criteria set forth in this Declaration and/or the Design Guidelines.

Section 6.6 Commencement and Completion of Construction. All improvements approved by the Architectural Review Committee must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Architectural Review Committee, unless the Architectural Review Committee gives a written extension for commencing the work. Additionally, except with written Architectural Review Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner (or the Condominium Association performing the work, pursuant to Section 6.2(a) of this Declaration), all work approved by the Architectural Review Committee shall be completed within twelve (12) months of commencement.

Section 6.7 Inspection of Work. The Architectural Review Committee and the Board of Directors have the right to inspect any Improvement at any time, including prior to or after completion, to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

Section 6.8 Variances. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or the Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising

by reason of the application of the conditions and restrictions contained in this Declaration or in the Design Guidelines.

Section 6.9 Waivers. The approval or consent of the Architectural Review Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Architectural Review Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.10 Liability. Neither the Declarant, the Association, the Board of Directors, the Architectural Review Committee, nor any agent, representative, affiliate, designee, consultant or contractor of any the same (collectively, the “**Released Parties**”) are liable or shall be liable to any Person by reason of any action, including but not limited to failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the Architectural Review Committee will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the Released Parties to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants’ intended use. The Released Parties shall not be held liable for matters related to their decisions including, but not limited to soil conditions, ground water, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not any of the Released Parties have approved or featured such contractor as a builder in the Property; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Unit. In all matters, the Released Parties shall be defended and indemnified by the Association as provided in Section 3.7 of this Declaration. The Architectural Review Committee will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner and each Condominium Association to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Released Parties shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Released

Parties have no personal liability with respect to any contract or other commitment made or action taken on behalf of the Released Parties.

Section 6.11 Declarant's Exemption. Notwithstanding anything to the contrary, the Declarant is exempt from this Article and all provisions of this Declaration that require Architectural Review Committee review and/or approval.

ARTICLE 7. MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 7.1 Association Maintenance and Service Responsibilities.

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workmanlike manner as a Common Expense the Common Area and all Improvements thereon. 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' 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 Multi-Family 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 _____, 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, Units 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 set forth in §26-6-102(13), C.R.S.

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) No short term rentals, as defined per the Town of Minturn Municipal Code shall be allowed.

(c) 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.

(d) 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.

(e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(f) 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.

(g) 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.

(h) Leases shall be for or of the entire Unit.

(i) 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.

(j) 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 dog(s), cat(s), or other household pet(s) are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; or determine that an Owner is otherwise in violation of the provisions of this Section. In any of the foregoing instances, the Association may take such action or actions as it deems appropriate to correct the same, including the right to require removal of the pet from the Property. The right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets.

Section 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. Owners and residents may only park in those parking or garage spaces assigned or appurtenant to such Owner's or resident's Unit, and are not permitted to park in any parking spaces designated by the Association as being exclusively for the parking of Guests' vehicles.

(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 created 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 _____, 20____.

DECLARANT:

MINERS BASE CAMP LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of Miners Base Camp LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

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 _____.

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 _____, 20__, at Reception Number _____, and depicted below:

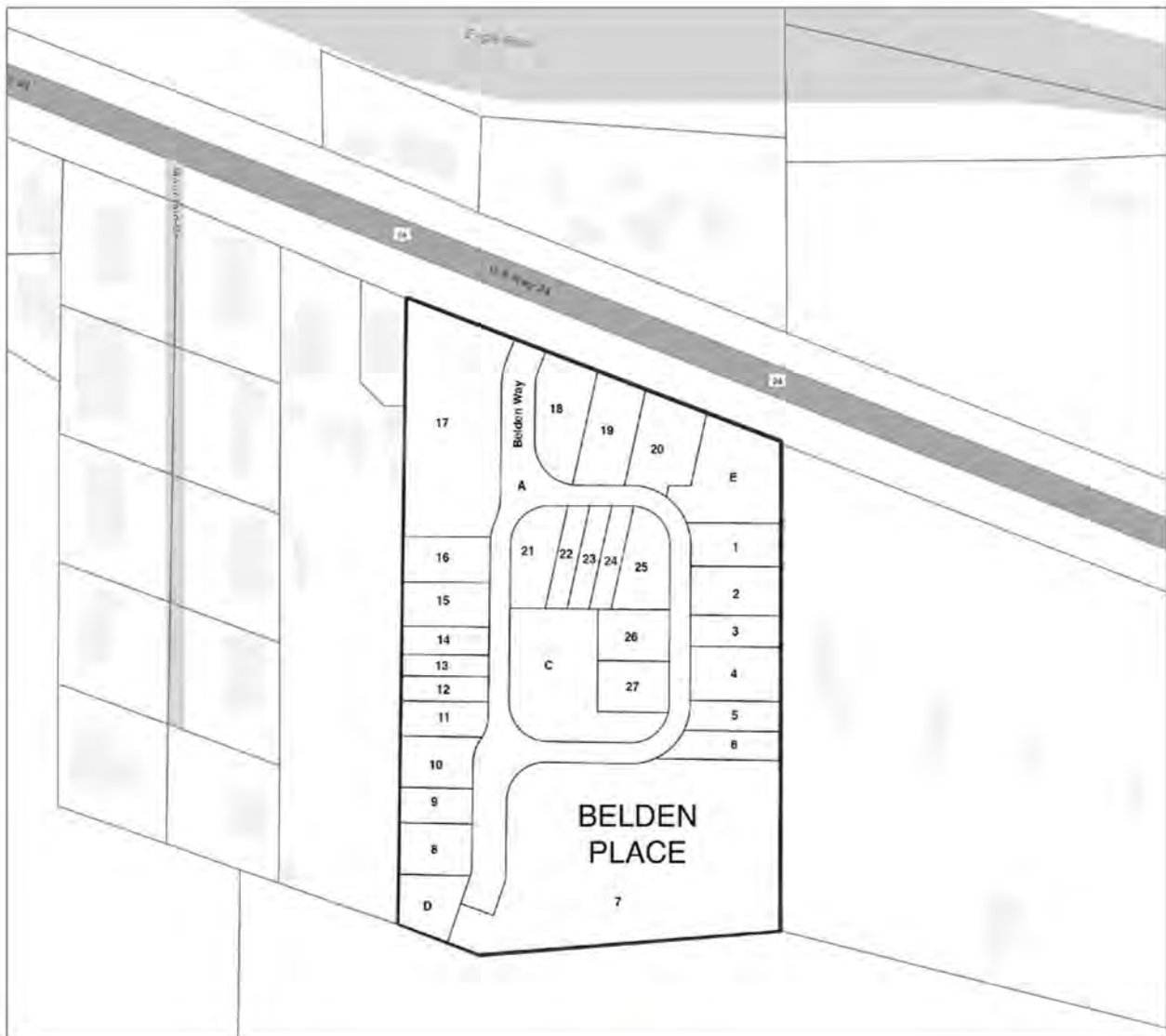
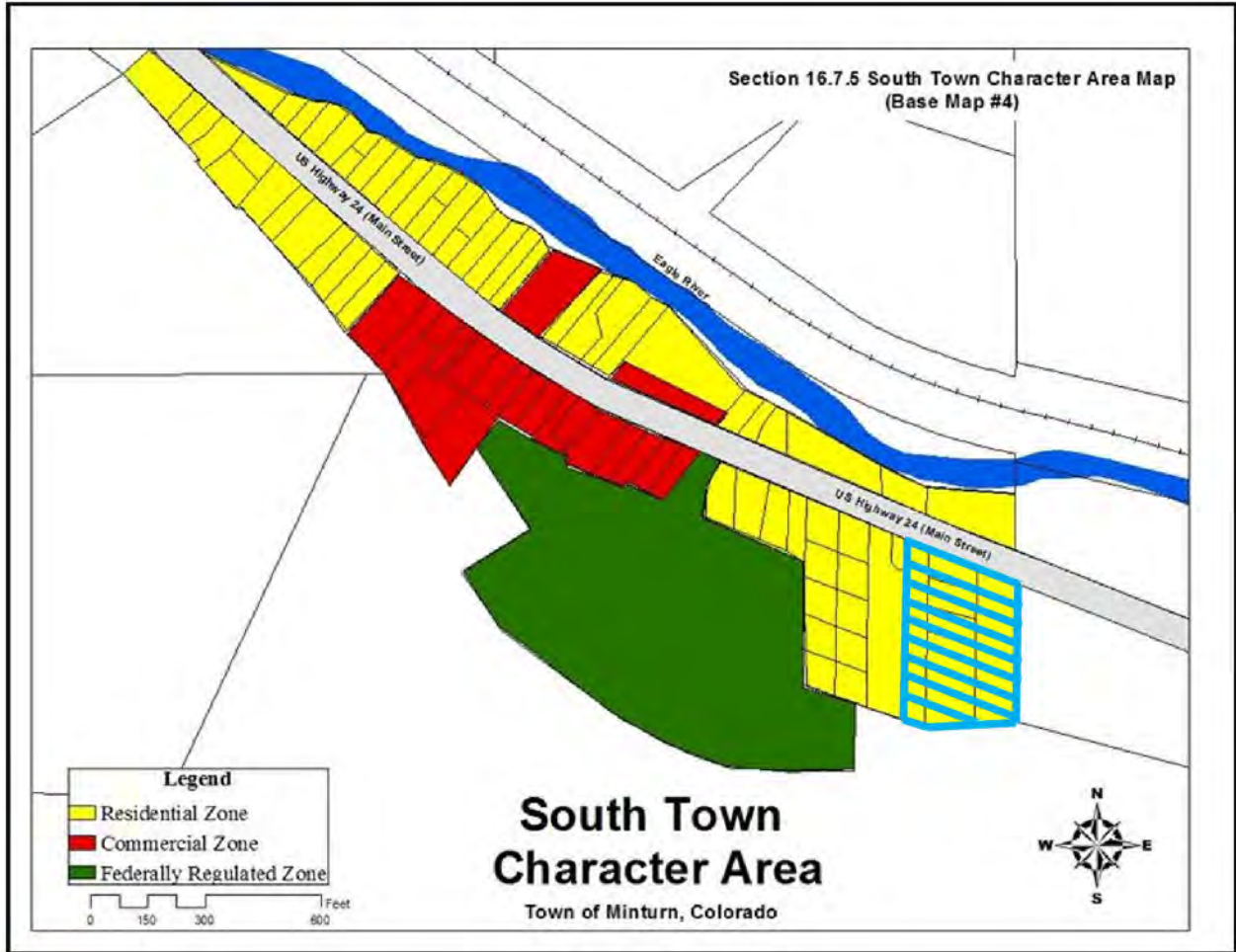



EXHIBIT C

EASEMENTS AND LICENSES OF RECORD

AMENDMENT TO THE OFFICIAL ZONE DISTRICT MAP



 - PUD Overlay Zoning

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 05 – SERIES 2022**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO APPROVING THE FINAL SUBDIVISION
PLAT FOR THE BELDEN PLACE PUD**

WHEREAS, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

WHEREAS, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

WHEREAS, Chapter 17, Subdivisions, of the Minturn Municipal Code (“Code”), regulates the subdivision of lands within the Town; and

WHEREAS, the purpose of Chapter 17 is to protect the health, safety and welfare of the citizens of the Town by providing for orderly, controlled development; by requiring disclosure to purchasers of unknown risks; and by establishing minimum standards for the design of land subdivision projects to ensure that all public and private facilities, including streets and other forms of access, drainage, water supply and sanitation improvements necessary to support human occupation on the land, are provided while also protecting the land form, streams and vegetation from the effects of excessive earthwork and deforestation resulting in extensive erosion and other forms of environmental deterioration; and

WHEREAS, Sec. 16-15-10 - Purposes and general provisions, of the Code, establishes the purpose of the Planned Unit Development (PUD) Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of this Code and the Community Plan; and

WHEREAS, Sec. 16-15-140 - Preliminary development plan submittal requirements, of the Code, states that where the PUD proposes activities that constitute a subdivision, the application for a preliminary plan for PUD shall also be required to meet the requirements of Chapter 17 of this Code regarding procedures for preliminary plat for subdivision; and

WHEREAS, the Preliminary Plat for Belden Place PUD (“Preliminary Plat”) was approved with conditions via Resolution No. 20 - Series 2021 on June 16th, 2021; and

WHEREAS, the Applicant submitted an application for Final Plat on August 31, 2021; and

WHEREAS, the Final Plat will create twenty-seven (27) residential lots, along with open space tracts, and certain easements to allow for the construction of up to forty-one (41) single-family, duplex, and multi-family (triplex and 5-plex) dwelling units and one accessory dwelling unit on Lot 17 on 2.73 acres; and

WHEREAS, Sec. 17-6-20 - Planning Commission review, of the Code, states that the Planning Commission (“Commission”) shall review the Final Subdivision Plat (“Final Plat”) and make findings that the plat is in conformance with the approved preliminary subdivision plat and meets the requirements for final subdivision plat; and

WHEREAS, the Planning Commission held a public hearing to consider the Final Plat at their regular meeting of February 9, 2022 and recommended approval, with conditions, to the Town Council; and

WHEREAS, the Town of Minturn Staff (“Town Staff”) finds that the Final Plat conforms with the Town’s applicable standards and that the Applicant has successfully addressed those conditions recommended by the Commission; and

WHEREAS, the Minturn Town Council, at their regular meeting of March 2, 2022, held a public hearing to consider Ordinance No. 5 - Series 2022, on first reading to approve the Belden Place Final Plat.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. That the Final Plat Belden Place, P.U.D. is hereby approved.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 2ND DAY OF MARCH 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 16TH DAY OF MARCH 2022 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

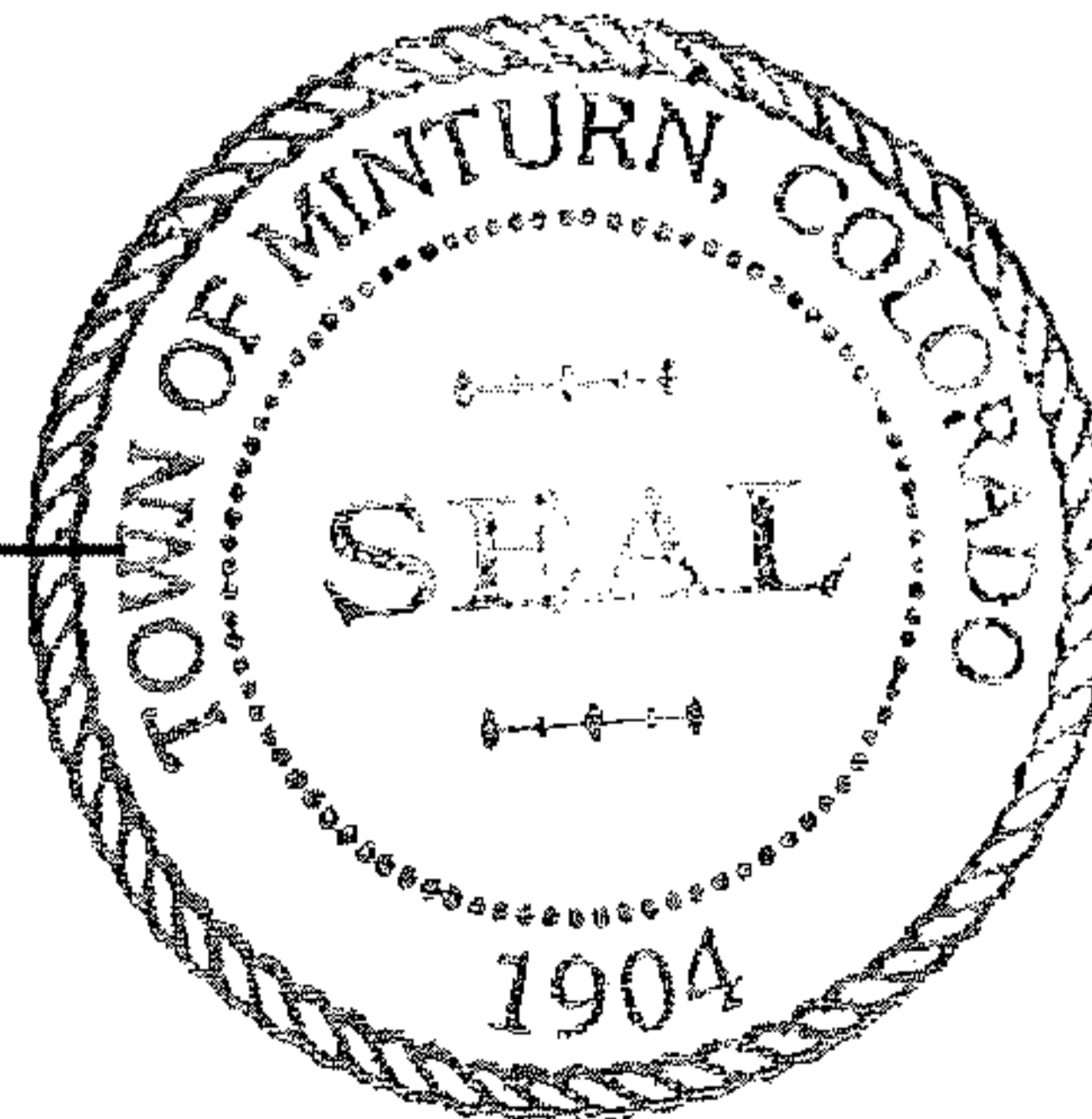


Earle Bidez, Mayor

ATTEST:

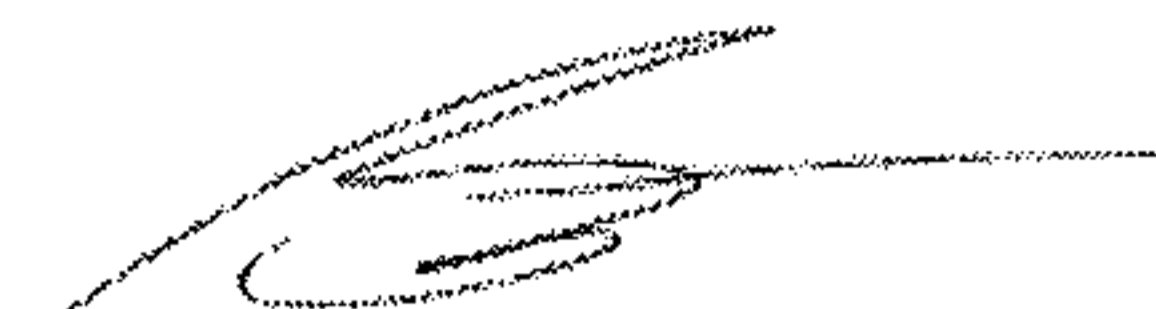
By: 

Jay Brunvand, Town Clerk



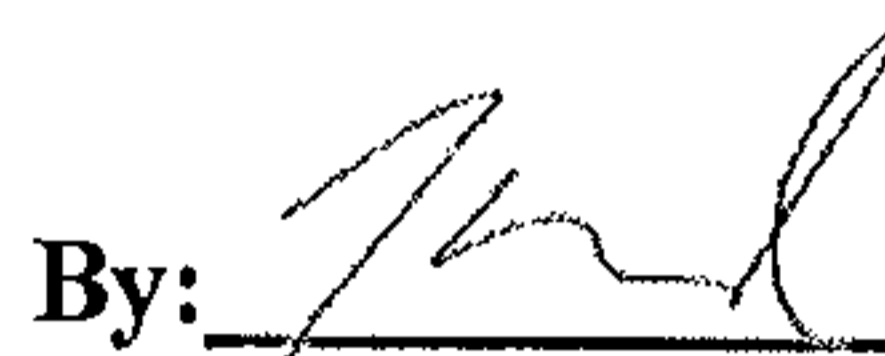
THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 16th DAY OF MARCH, 2022.

TOWN OF MINTURN, COLORADO



Earle Bidez, Mayor

ATTEST:



By: Jay Brunvand, Town Clerk



MINTURN TOWN CERTIFICATE

THIS PLAT IS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO THIS ___ DAY OF ___, 2022, FOR FILING WITH THE CLERK AND RECORDER OF THE COUNTY OF EAGLE, COLORADO, AND FOR CONVEYANCE OF THE DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF MINTURN FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS OF SAID LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC, EXCEPT AS SPECIFICALLY AGREED TO BY THE TOWN COUNCIL OF THE TOWN OF MINTURN.

WITNESS MY HAND AND THE SEAL OF THE TOWN OF MINTURN
TOWN COUNCIL OF THE TOWN OF MINTURN

BY: _____ ATTEST: _____

MAYOR TOWN OF MINTURN, COLORADO TOWN CLERK TOWN OF MINTURN, COLORADO

SUBORDINATION BY MORTGAGEE

ANB BANK, BEING THE HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST RECORDED DECEMBER 19, 2018, AT RECEPTION NO. 201821567, IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO, HEREBY CONSENTS TO THE SUBDIVISION OF THE LANDS SET FORTH IN THIS FINAL PLAT OF BELDEN PLACE PUD, AND SUBORDINATES THE LIEN REPRESENTED BY THE AFORESAID DEED OF TRUST TO THE DEDICATIONS AND RESTRICTIONS AS SHOWN ON THIS FINAL PLAT AND RELATIVE COVENANTS, CONDITIONS AND RESTRICTIONS.

MORTGAGEE: ANB BANK

BY: _____

STATE OF _____)
COUNTY OF _____) §

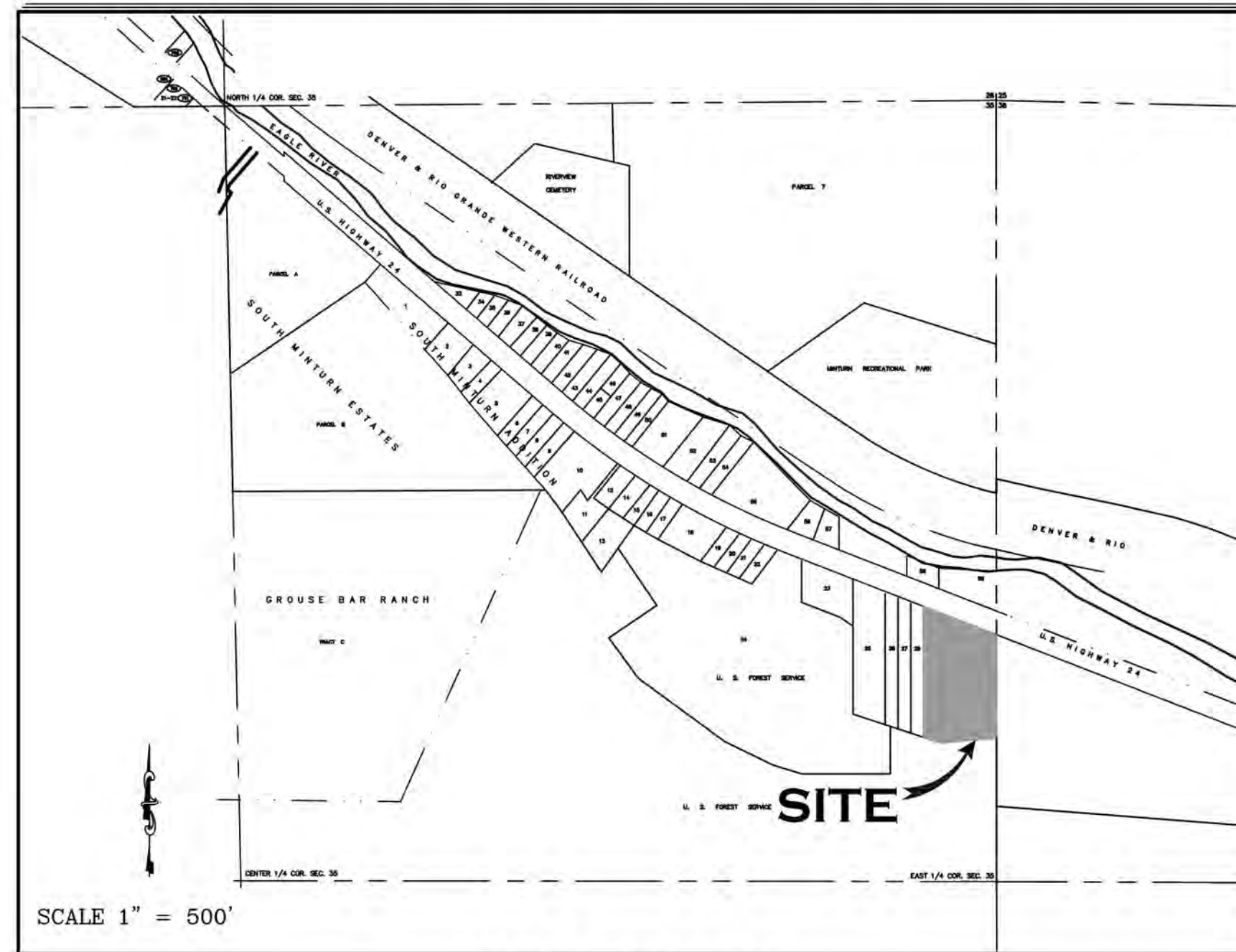
THE FOREGOING SUBORDINATION BY MORTGAGEE WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY ___ 20___ BY ___ AS ___ OF ANB BANK.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

**FINAL PLAT
BELDEN PLACE, P.U.D.**

Town of Minturn, County of Eagle, State of Colorado



PORTION OF SECTION 35,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- THE PURPOSE OF THIS FINAL PLAT IS TO (I) CREATE VARIOUS LOTS WITH BUILDING ENVELOPES, OPEN SPACE AREAS AND TRACTS, PURSUANT TO TOWN OF MINTURN LAND USE REGULATIONS AND COLORADO REVISED STATUTES CONCERNING THE SUBDIVISION OF LAND, (II) CREATE EASEMENTS FOR THE PURPOSES DESCRIBED, (III) AS SHOWN AND DESCRIBED HEREIN, VACATE THE LOT LINES THAT DEFINED LOTS 29 THROUGH 32 INCLUDING LOT 30, WHICH NO LONGER EXISTS BUT IS DESCRIBED IN DURAN SUBDIVISION LOTS, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE ANNEXATION PLAT THEREOF AS FILED MARCH 1, 1979 AS RECEPTION NO. 163774 ALONG WITH LOTS 1 THRU 3, DURAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS RECEPTION NO. 553188, (III) AND TO VACATE CERTAIN EASEMENTS, ALL AS SHOWN HEREIN.
- BASIS OF BEARING: S 00°02'00" E UPON THE EAST LINE OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6TH P.M. BETWEEN USGLO SURVEY MONUMENTS MARKING THE NORTHEAST AND EAST CORNERS OF SAID SECTION. THIS BEARING BASED ON ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECEPTION NO. 163447.
- SURVEY DATE: FEBRUARY, 2020.
- LEGAL DESCRIPTION, EASEMENTS AND LOCATION OF BOUNDARY LINES ARE BASED ON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ORDER NUMBER NO. V50057120 DATED JUNE 15, 2020 AND ORDER NO. OX50057329-2769218 DATED SEPTEMBER 1, 2020 PROVIDED BY LAND TITLE GUARANTEE COMPANY, THE STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 207537C2 DATED MARCH 29, 2019, ALONG WITH PLATS AND SURVEY MONUMENTATION REFERENCED HEREON.
- THESE PLATTED LANDS ARE SUBJECT TO:
 - THE BELDEN PLACE PUD GUIDE RECORDED AS RECEPTION NO. _____
 - THE PARTYWALL AGREEMENT (BELDEN PLACE) RECORDED AS RECEPTION NO. _____
 - THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELDEN PLACE RECORDED AS RECEPTION NO. _____, AND SUBJECT TO THE SUBDIVISION AGREEMENT FILED AND RECORDED FOR THIS SUBDIVISION AS RECEPTION NO. _____ BOTH IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO.
 - THE INTERIOR LOT LINES PLATTED HEREIN BETWEEN DUPLEX, TRI-PLEX, AND MULTI-FAMILY LOTS ARE CREATED AS PARTY WALL SEPARATIONS AND NOT SUBJECT TO SIDE BUILDING SETBACKS.
 - LOTS 2,3,5,6,8,9,10,11 (DUPLEX LOTS), LOTS 12,13,14 (TRI-PLEX LOTS), AND LOTS 21,22,23,24,25 (MULTI-FAMILY LOTS) EACH CONTAIN ONE (I) RESIDENTIAL UNIT AND MAY NOT BE SUBDIVIDED FURTHER.

PERTAINING TO CREATED EASEMENTS:
 8) THE OWNER, MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY, HEREBY RESERVES FOR THEMSELVES THEIR SUCCESSORS AND / OR ASSIGNS THE FOLLOWING NON-EXCLUSIVE EASEMENTS:
 a) A NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT AS SHOWN ON SHEET 5 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "UTILITY AND DRAINAGE EASEMENT" FOR THE PURPOSE OF I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WATERLINES AND HYDRANTS, SANITARY SEWERLINES AND MANHOLES, TELEPHONE LINES, CABLE TELEVISION LINES, GASLINES, ELECTRICAL LINES, FIBER OPTIC LINES, OTHER COMMUNICATION LINES AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO.
 b) NON-EXCLUSIVE UTILITY, DRAINAGE, SNOW STORAGE AND PEDESTRIAN EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "UTILITY, DRAINAGE, SNOW STORAGE AND PEDESTRIAN EASEMENT" WITHIN TRACTS A, B, C, AND D ALONG WITH THE PORTION OF LOT 7 ALL AS SHOWN ON SHEET 3- FOR THE PURPOSE OF I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO ALONG WITH SNOW STORAGE AND III) PEDESTRIAN USE INCLUDING REASONABLE INGRESS AND EGRESS OF PERSONS TO INCLUDE FOOT, BICYCLE OR SMALL WHEEL USE ALONG WITH SIDEWALK OR PATH CONSTRUCTION, USE AND REPAIR.
 c) NON-EXCLUSIVE UTILITY, DRAINAGE, SNOW STORAGE AND LANDSCAPING EASEMENT WITHIN THAT PORTION OF LOT 17 SHOWN ON SHEET 3 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "UTILITY, DRAINAGE, SNOW STORAGE AND LANDSCAPING EASEMENT" FOR THE PURPOSE OF I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO ALONG WITH SNOW STORAGE AND III) LANDSCAPING USE.
 9) ROADS CREATED HEREON, AND SHOWN AS TRACT A, SHALL BE DEDICATED TO PUBLIC USE AND MAINTAINED BY BELDEN PLACE OWNERS ASSOCIATION.

CERTIFICATE OF TAXES PAID

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____ 2021 UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS ___ OF ___, A.D., 20___

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

_____ DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH IS VESTED IN _____

FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT _____

DATED THIS ___ DAY OF ___, A.D., 20___

AGENT: _____

SURVEYOR'S CERTIFICATE

I, MATTHEW S. SLAGLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF BELDEN PLACE P.U.D., AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON. THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND /OR UNDER MY SUPERVISION AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND RIGHTS-OF-WAY OF SAID PLAT AS THE SAME ARE MONUMENTED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATION GOVERNING THE SUBDIVISION OF LAND, THAT SUCH PLAT IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THAT SUCH PLAT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY BEING SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN THE TOWN OF MINTURN, EAGLE COUNTY, COLORADO DESCRIBED AS FOLLOWS:
 LOTS 29, 31 AND 32, SOUTH MINTURN ADDITION, ACCORDING TO THE ANNEXATION PLAT THEREOF RECORDED MARCH 1, 1978 AS RECEPTION NO. 163447 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE COUNTY, COLORADO AND LOTS 1, 2 AND 3 DURAN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS RECEPTION NO. 553188 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE COUNTY, COLORADO, THE PERIMETER OF WHICH PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE 6TH PRINCIPLE MERIDIAN, SAID POINT BEING A FOUND RED PLASTIC CAP STAMPED LS 26626 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 35 BEARS N00°02'00"W 1962.17 FEET; THENCE S00°02'00"E 0.57 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 24 PER C.D.O.T. PROJECT TAP M890-001 AND THE MAP THEREOF AND ALSO BEING THE NORTHEAST CORNER OF SAID LOT 32, SOUTH MINTURN ADDITION; THENCE UPON SAID EAST LINE OF SECTION 35 S00°02'00"E 356.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32 BEING A FOUND 3" ALUMINUM DEPT. OF AGRICULTURE CAP IN MONUMENT BOX STAMPED LS 7235, 1984; THENCE DEPARTING SAID EAST LINE SECTION 35 AND UPON THE SOUTH LINE OF SAID LOT 32 AND SAID LOT 31, SOUTH MINTURN ADDITION S84°06'47"W 220.37 FEET TO THE SOUTHWEST CORNER SAID LOT 29, SOUTH MINTURN ADDITION BEING A FOUND 2.5" BRASS CAP ON 1" IRON PIPE STAMPED SW COR GATES TRACT; THENCE UPON THE SOUTH LINE OF SAID LOT 29 N71°22'44"W 63.47 FEET TO THE SOUTHWEST CORNER SAID LOT 29 BEING A FOUND 1" IRON PIPE WITH NO CAP; THENCE DEPARTING SAID SOUTH LINE AND UPON THE WEST LINE OF SAID LOT 29 N00°01'03"W 467.14 FEET TO SAID SOUTH RIGHT OF WAY U.S. HIGHWAY 24 ALSO BEING THE NORTHWEST CORNER OF SAID LOT 29; THENCE UPON SAID SOUTH RIGHT OF WAY U.S. HIGHWAY 24 S68°46'59"E 299.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.707 ACRES MORE OR LESS; AND HAS CAUSED THE SAME TO BE LAID OUT, PLATTED AND SUBDIVIDED, AND DESIGNATED AS BELDEN PLACE P.U.D. SUBDIVISION IN THE TOWN OF MINTURN, COUNTY OF EAGLE, COLORADO, AND DOES HEREBY ACCEPT RESPONSIBILITY FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THIS PLAT, AND DO HEREBY DEDICATE AND SET ASIDE ALL OF THE ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DO HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC OR UTILITY PROVIDER FOR THE PURPOSES SHOWN HEREIN; UNLESS OTHERWISE EXPRESSLY PROVIDED HEREON; AND DOES HEREBY GRANT AND DEDICATE THE FOLLOWING INTERESTS IN THE PROPERTY:

- TO THE TOWN OF MINTURN WITH NO OBLIGATION TO CONSTRUCT OR MAINTAIN:
 - WATER EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, AND THROUGH THOSE PORTIONS OF THIS FINAL PLAT DESIGNATED AS "WATER EASEMENT" FOR THE PURPOSE OF USING, INSTALLING, CONSTRUCTING, MAINTAINING, IMPROVING, REPAIRING AND REPLACING FACILITIES OF ANY KIND OR NATURE FOR THE TRANSMISSION OF DOMESTIC WATER AND/OR IRRIGATION WATER INCLUDING BUT NOT LIMITED TO TAPS, MANHOLES, AND WATER LINES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.
 - A NON-EXCLUSIVE ROAD EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "TRACT A" FOR THE PURPOSE OF: VEHICULAR OR PEDESTRIAN ACCESS, INGRESS AND EGRESS AND ROAD USES.
 - A NON-EXCLUSIVE EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS TRACT B, THE AREA DEFINED AS "UTILITY, DRAINAGE, SNOW STORAGE AND PEDESTRIAN EASEMENT", ON LOT 17, AND ALONG THE REAR (NORTHERN) 5 FEET OF LOTS 18, 19, AND 20 FOR THE PURPOSES OF STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE RIGHT BUT NOT THE OBLIGATION FOR INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, AND FOR TEMPORARY CONSTRUCTION OF SIDEWALKS AND ROADWAYS TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO.
 - PEDESTRIAN EASEMENT WITHIN ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "PEDESTRIAN EASEMENT" AS SHOWN ON SHEET 3 FOR THE PURPOSE OF PEDESTRIAN USE INCLUDING REASONABLE INGRESS AND EGRESS OF PERSONS TO INCLUDE FOOT, BICYCLE OR SMALL WHEEL USE ALONG WITH SIDEWALK OR PATH CONSTRUCTION, USE AND REPAIR.
 - TO THE EAGLE RIVER WATER AND SANITATION DISTRICT A NON-EXCLUSIVE SEWER EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "SEWER EASEMENT" TO, AS SHOWN, FOR THE PURPOSES OF DISPOSAL AND TRANSMISSION OF DOMESTIC SEWAGE AND STORM WATER, THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SANITARY SEWER STRUCTURES INCLUDING BUT NOT LIMITED TO MANHOLES, PIPES AND ALL RELATED STRUCTURES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.

OWNER: _____ ADDRESS: _____

BY: _____ TITLE: _____

STATE OF _____)
COUNTY OF _____) §

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, A.D., 20___ BY ___ AS ___ OF _____

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL _____

NOTARY PUBLIC

CLERK AND RECORDER'S CERTIFICATE

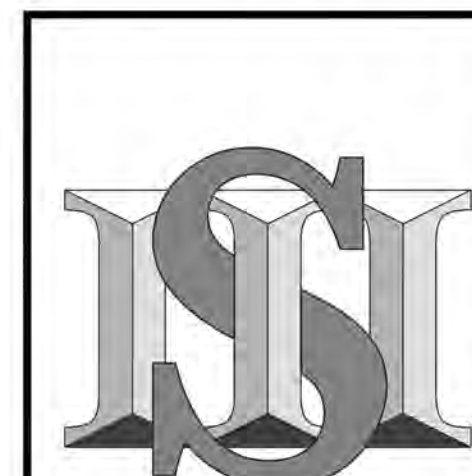
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK ___ OF ___, A.D., 20___

BY: _____ CLERK AND RECORDER DEPUTY

NOTE REQUIRED BY TOWN OF MINTURN:
 NO INDIVIDUAL CONDOMINIUM UNIT SHALL BE SOLD INTO SEPARATE OWNERSHIP UNTIL AND UNLESS A TYPE B SUBDIVISION PLAT HAS BEEN APPROVED BY THE TOWN OF MINTURN AND SUCH PLAT HAS BEEN RECORDED IN THE REAL ESTATE RECORDS OF EAGLE COUNTY.

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	2,098 S.F.	0018 SILVER LOOP
2	DUPLEX LOT	2,341 S.F.	0020 SILVER LOOP
3	DUPLEX LOT	1,496 S.F.	0022 SILVER LOOP
4	SINGLE FAMILY	2,603 S.F.	0024 SILVER LOOP
5	DUPLEX LOT	1,459 S.F.	0026 SILVER LOOP
6	DUPLEX LOT	1,629 S.F.	0028 SILVER LOOP
7	MULTI-FAMILY	27,233 S.F.	0036 SILVER LOOP
8	DUPLEX LOT	2,049 S.F.	0029 BELDEN WAY
9	DUPLEX LOT	1,404 S.F.	0027 BELDEN WAY
10	DUPLEX LOT	2,092 S.F.	0025 BELDEN WAY
11	DUPLEX LOT	1,668 S.F.	0023 BELDEN WAY
12	TRI-PLEX LOT	1,170 S.F.	0021 BELDEN WAY
13	TRI-PLEX LOT	1,040 S.F.	0019 BELDEN WAY
14	TRI-PLEX LOT	1,431 S.F.	0017 BELDEN WAY
15	SINGLE FAMILY	2,146 S.F.	0015 BELDEN WAY
16	SINGLE FAMILY	2,212 S.F.	0013 BELDEN WAY
17	SINGLE FAMILY	12,033 S.F.	0011 BELDEN WAY
18	SINGLE FAMILY	3,283 S.F.	0010 SILVER LOOP
19	SINGLE FAMILY	3,018 S.F.	0012 SILVER LOOP
20	SINGLE FAMILY	3,116 S.F.	0014 SILVER LOOP
21	MULTI-FAMILY	2,454 S.F.	0009 SILVER LOOP
22	MULTI-FAMILY	1,251 S.F.	0011 SILVER LOOP
23	MULTI-FAMILY	1,251 S.F.	0013 SILVER LOOP
24	MULTI-FAMILY	1,251 S.F.	0015 SILVER LOOP
25	MULTI-FAMILY	2,504 S.F.	0017 SILVER LOOP
26	SINGLE FAMILY	2,014 S.F.	0023 SILVER LOOP
27	SINGLE FAMILY	2,162 S.F.	0025 SILVER LOOP
Tract A	ROADS	15,682 S.F.	BELDEN WAY & SILVER LOOP
Tract B	OPEN SPACE	4,713 S.F.	0016 SILVER LOOP
Tract C	OPEN SPACE	7,145 S.F.	0037 SILVER LOOP
Tract D	OPEN SPACE	1,956 S.F.	0031 BELDEN WAY
TOTAL		117,904	2.707 ACRES

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY



SLAGLE SURVEY SERVICES
 800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
 970.471.1499 Office matthew@slaglesurvey.com
 www.SlagleSurvey.com

**FINAL PLAT
 BELDEN PLACE, P.U.D.**
 Town of Minturn, County of Eagle, State of Colorado

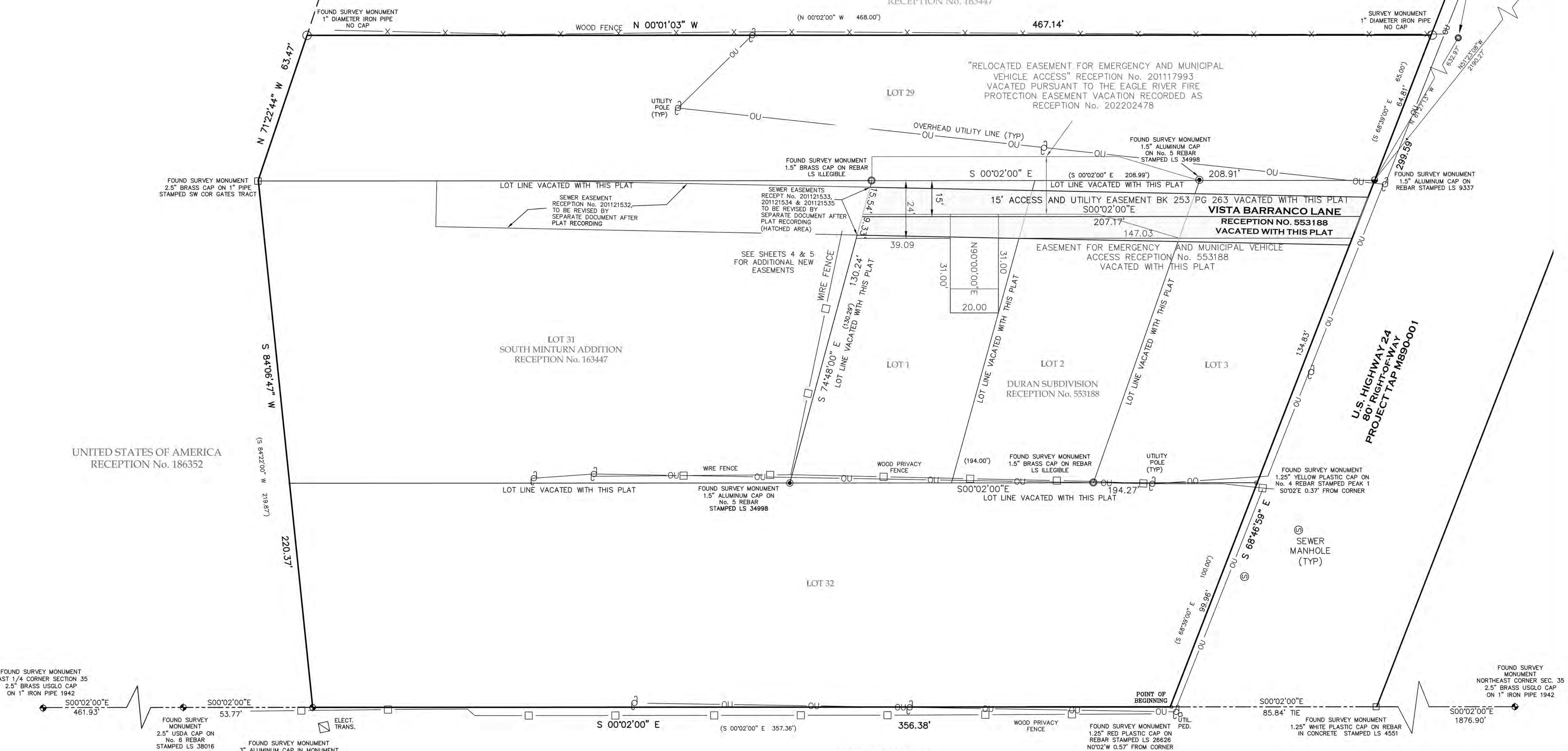
DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 1 OF 5	DATE: 03-07-2022	

FINAL PLAT
BELDEN PLACE, P.U.D.
 Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5
BOUNDARY AND VACATION

(BEARING DISTANCE) = PREVIOUSLY PLATTED DIMENSIONS OF RECORD

SEE SHEETS 4 & 5 FOR ADDITIONAL NEW EASEMENTS



FOUND SURVEY MONUMENT
 EAST 1/4 CORNER SECTION 35
 2.5" BRASS USGLO CAP
 ON 1" IRON PIPE 1942

FOUND SURVEY MONUMENT
 2.5" USDA CAP ON
 No. 6 REBAR
 STAMPED LS 38016

FOUND SURVEY MONUMENT
 3" ALUMINUM CAP IN MONUMENT
 BOX STAMPED DEPT. OF
 AGRICULTURE 1984
 LS 7235

FOUND SURVEY MONUMENT
 1.5" ALUMINUM CAP ON
 No. 5 REBAR
 STAMPED LS 34998

FOUND SURVEY MONUMENT
 1.5" BRASS CAP ON REBAR
 LS ILLEGIBLE

FOUND SURVEY MONUMENT
 1.25" RED PLASTIC CAP ON
 REBAR STAMPED LS 26626
 N0°02'W 0.57' FROM CORNER

FOUND SURVEY MONUMENT
 1.25" YELLOW PLASTIC CAP ON
 No. 4 REBAR STAMPED PEAK 1
 S0°02'E 0.37' FROM CORNER

FOUND SURVEY MONUMENT
 2" ALUMINUM CAP ON
 REBAR STAMPED LS 37902

FOUND SURVEY MONUMENT
 3" BRASS CAP IN BOULDER
 NGS MONUMENT S280

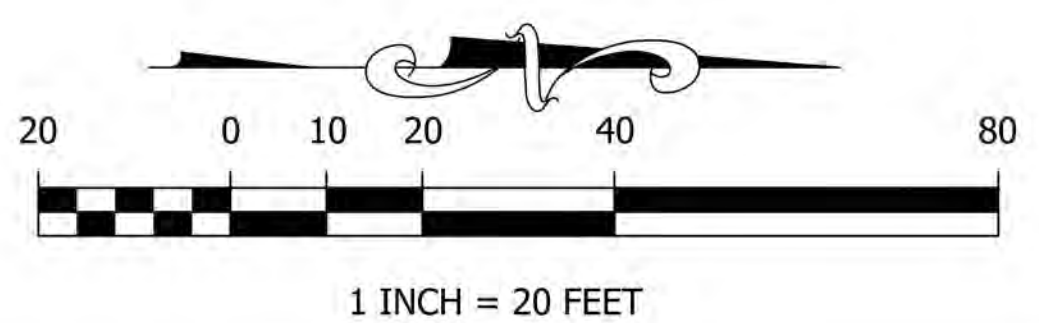
FOUND SURVEY MONUMENT
 1.5" ALUMINUM CAP ON
 REBAR STAMPED LS 9337

FOUND SURVEY MONUMENT
 NORTHEAST CORNER SEC. 35
 2.5" BRASS USGLO CAP
 ON 1" IRON PIPE 1942


BASIS OF BEARINGS
 UNITED STATES OF AMERICA
 RECEPTION No.246983



Matthew S. Slagle PLS 34998
 Professional Land Surveyor
 State of Colorado



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

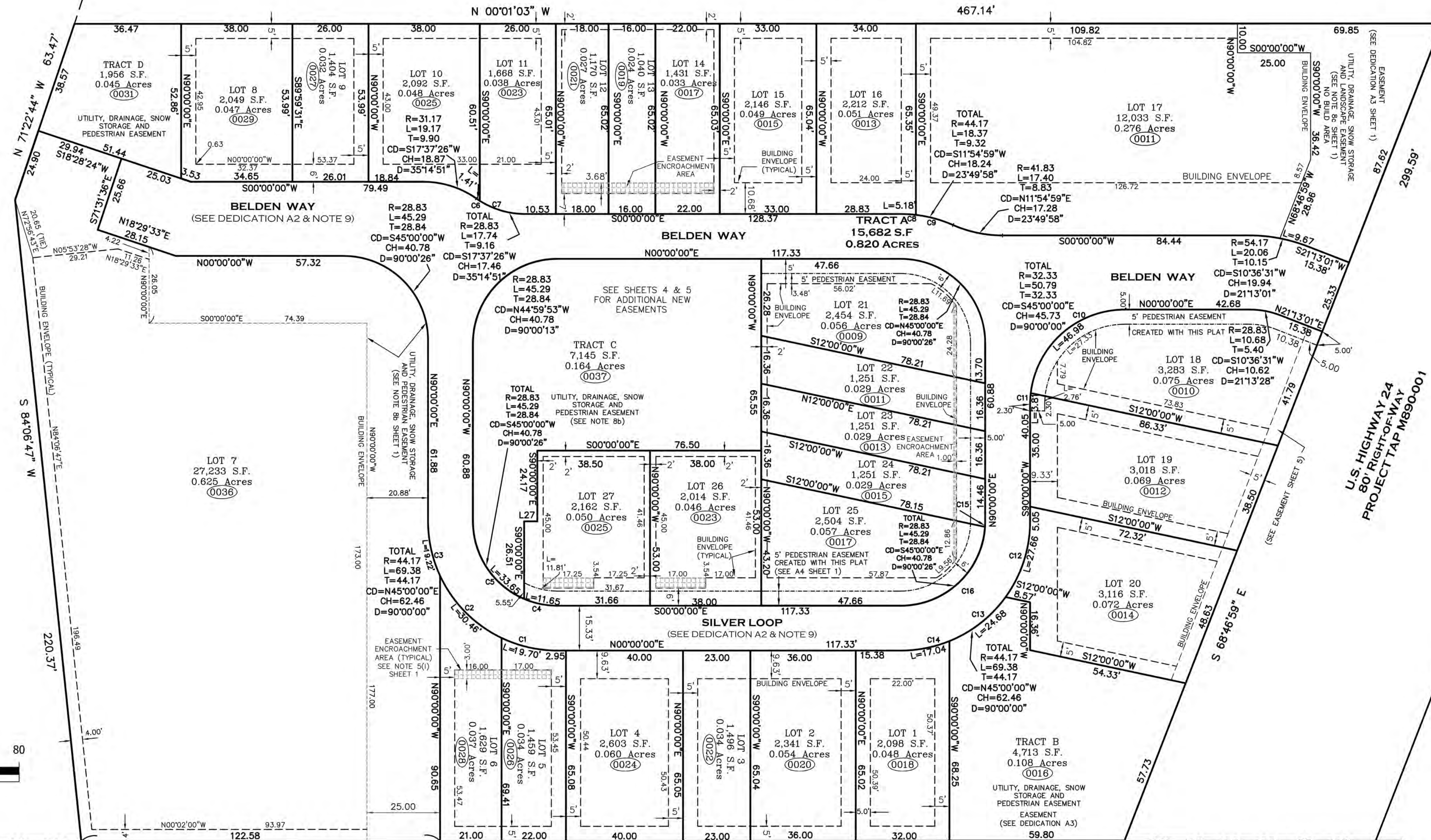
		
<p align="center">SLAGLE SURVEY SERVICES 800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631 970.471.1499 Office matthew@slaglesurvey.com www.SlagleSurvey.com</p>		
<p>FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado</p>		
DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 2 OF 5	DATE: 03-07-2022	

FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

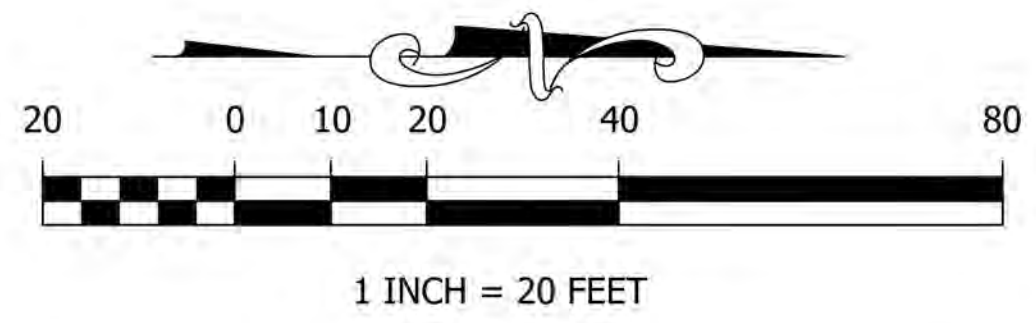
SHEET 3 OF 5
SUBDIVISION

SEE SHEETS 4 & 5
FOR ADDITIONAL NEW
EASEMENTS

LOT 28
SOUTH MINTURN ADDITION
RECEPTION No. 163447



UNITED STATES OF AMERICA
RECEPTION No. 186352



CURVE TABLE					
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng
C1	19.70	44.17	10.01	19.53	N12°46'33"E
C2	30.46	44.17	15.86	29.86	N45°18'32"E
C3	19.22	44.17	9.76	19.07	N77°31'59"E
C4	11.65	28.83	5.91	11.57	N11°34'15"E
C5	33.65	28.83	19.03	31.77	N56°34'28"E
C6	1.41	28.83	0.71	1.41	N33°50'32"E
C7	16.32	28.83	8.39	16.11	N16°13'06"E
C8	5.18	44.17	2.59	5.18	S03°21'35"W
C9	13.19	44.17	6.65	13.14	S15°16'34"W
C10	46.98	32.33	28.73	42.95	S41°37'23"E
C11	3.81	32.33	1.91	3.81	S86°37'23"E
C12	27.66	44.17	14.30	27.21	N72°03'40"W
C13	24.68	44.17	12.67	24.36	N38°06'40"W
C14	17.04	44.17	8.63	16.93	N11°03'00"W
C15	1.89	28.83	0.94	1.89	N88°07'42"W
C16	43.41	28.83	27.01	39.42	N43°07'29"W

L27 = S00°00'00"W 4.50

UNITED STATES OF AMERICA
RECEPTION No. 246983



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado



SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

**FINAL PLAT
BELDEN PLACE, P.U.D.**
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 3 OF 5	DATE: 03-07-2022	

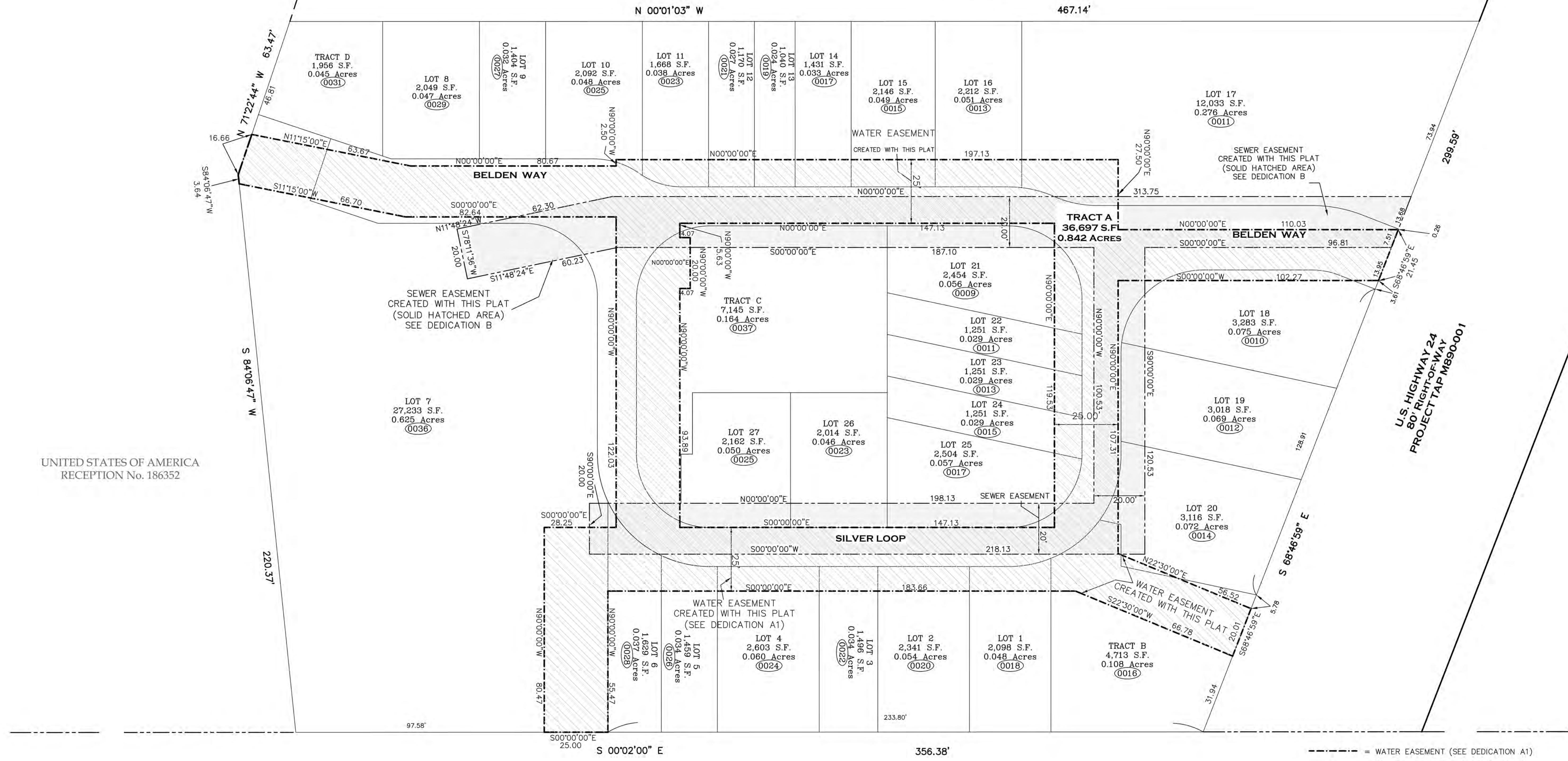
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

--- = PLATTED BUILDING ENVELOPE
--- = PEDESTRIAN EASEMENT
--- = EASEMENT ENCROACHMENT AREA SEE VII.B OF THE PUD GUIDE - NOTE 5(1)

FINAL PLAT
BELDEN PLACE, P.U.D.
 Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5
 WATER & SEWER
 EASEMENTS
 CREATED WITH THIS PLAT

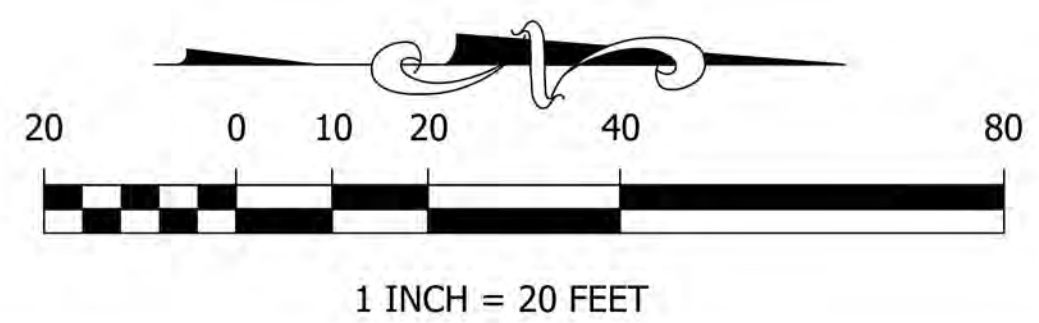
LOT 28
 SOUTH MINTURN ADDITION
 RECEPTION No. 163447



UNITED STATES OF AMERICA
 RECEPTION No. 186352

UNITED STATES OF AMERICA
 RECEPTION No. 246983

--- = WATER EASEMENT (SEE DEDICATION A1)
 --- = SEWER EASEMENT (SEE DEDICATION B)



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Matthew S. Slagle PLS 34998
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FINAL PLAT BELDEN PLACE, P.U.D.

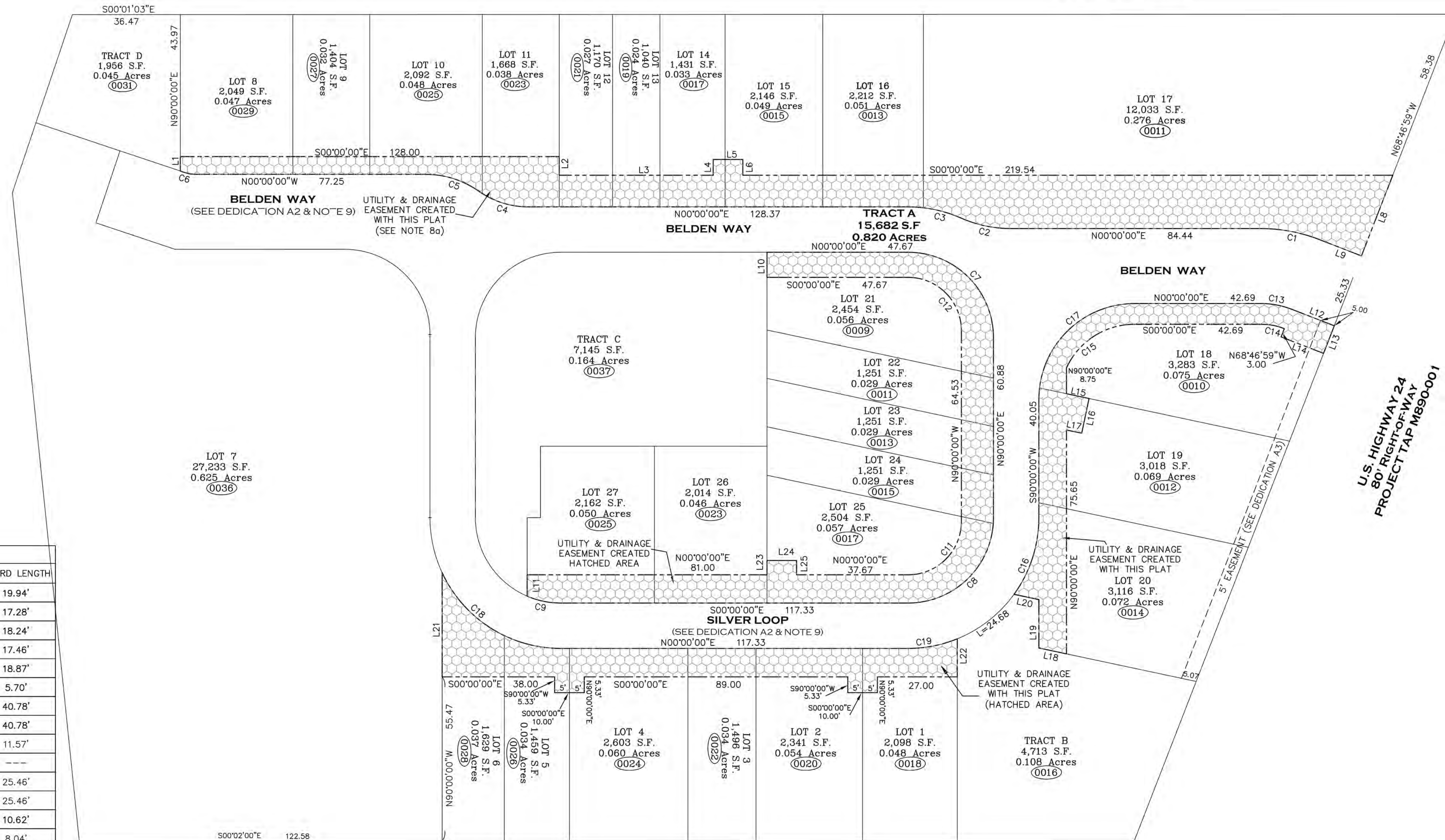
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5 UTILITY & DRAINAGE EASEMENTS CREATED WITH THIS PLAT

SEE NOTE 8a SHEET 1

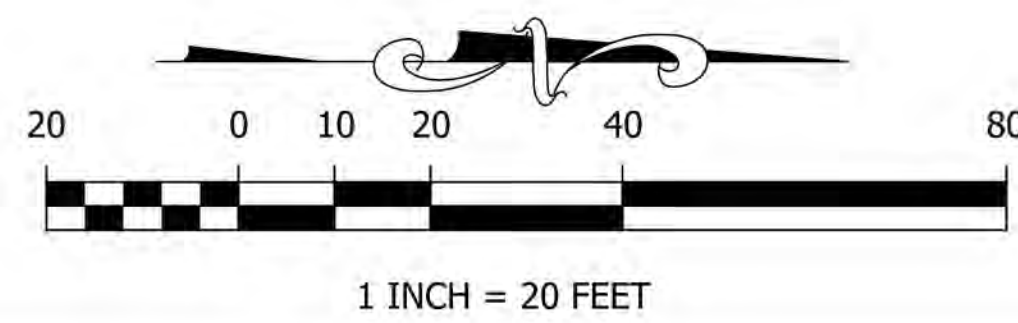
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.88	N90° 00' 00"E
L2	6.32	N90° 00' 00"W
L3	52.00	S00° 00' 00"E
L4	5.33	N90° 00' 00"E
L5	10.00	S00° 00' 00"E
L6	5.33	N90° 00' 00"W

L8	29.24	N68° 46' 59"W
L9	15.38	N21° 13' 01"E
L10	8.48	N90° 00' 00"W
L11	7.22	N90° 00' 00"W
L12	15.38	N21° 13' 01"E
L13	10.00	S68° 46' 59"E
L14	15.38	S21° 13' 01"W
L15	7.79	N12° 00' 00"E
L16	12.00	S78° 00' 00"E
L17	5.24	S12° 00' 00"W
L18	9.54	S12° 00' 00"W
L19	16.36	N90° 00' 00"W
L20	8.57	S12° 00' 00"W
L21	35.18	N90° 00' 00"W
L22	12.87	N90° 00' 00"W
L23	4.83	S90° 00' 00"W
L24	10.00	N00° 00' 00"E
L25	4.83	N90° 00' 00"E
L26	1.52	N90° 00' 00"W



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.06'	54.17	21°13'01"	S10° 36' 31"W	19.94'
C2	17.40'	41.83	23°49'58"	N11° 54' 59"E	17.28'
C3	18.37'	44.17	23°49'58"	S11° 54' 59"W	18.24'
C4	17.74'	28.83	35°14'51"	N17° 37' 26"E	17.46'
C5	19.17'	31.17	35°14'51"	S17° 37' 26"W	18.87'
C6	5.74'	14.90	22°03'53"	N11° 17' 40"E	5.70'
C7	45.29'	28.83	90°00'00"	S45° 00' 00"W	40.78'
C8	45.29'	28.83	90°00'00"	N45° 00' 00"W	40.78'
C9	11.65'	28.83	23°08'56"	N11° 34' 15"E	11.57'
---					---
C11	28.27'	18.00	90°00'00"	N45° 00' 00"W	25.46'
C12	28.27'	18.00	90°00'00"	S45° 00' 00"W	25.46'
C13	10.68'	28.83	21°13'01"	S10° 36' 31"W	10.62'
C14	8.09'	21.83	21°13'01"	S10° 36' 31"W	8.04'
C15	28.84'	25.33	65°12'58"	S32° 36' 29"E	27.30'
C16	27.66'	44.17	35°52'40"	N72° 03' 40"W	27.21'
C17	50.79'	32.33	90°00'00"	S45° 00' 00"E	45.73'
C18	50.16'	44.17	65°03'59"	N32° 31' 59"E	47.50'
C19	17.04'	44.17	22°06'00"	N11° 03' 00"W	16.93'

U.S. HIGHWAY 24
80' RIGHT-OF-WAY
PROJECT TAP M890001



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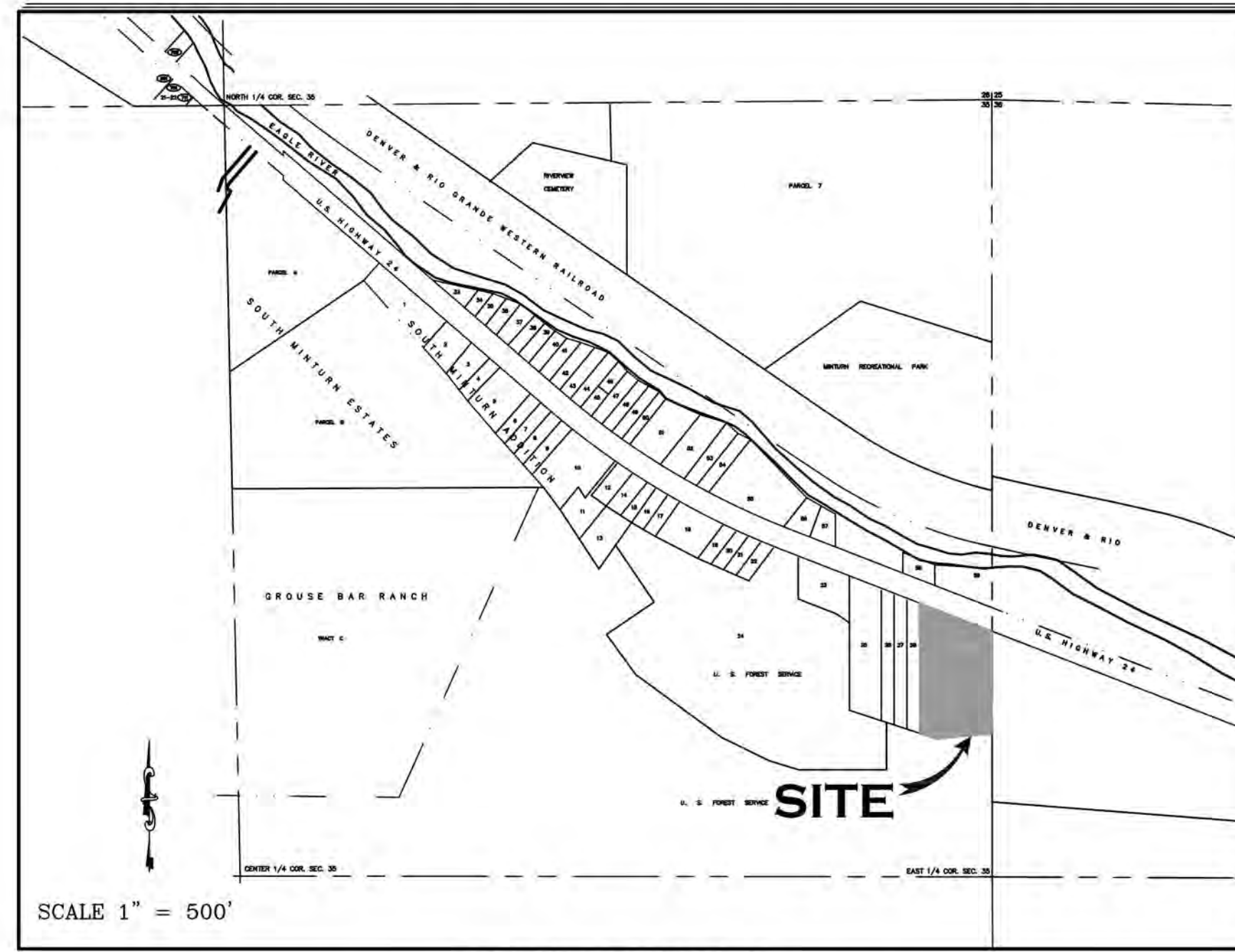
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SHEET 5 OF 5	DATE: 03-07-2022	

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FINAL PLAT BELDEN PLACE, P.U.D.

Town of Minturn, County of Eagle, State of Colorado



PORTION OF SECTION 35,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

MINTURN TOWN CERTIFICATE

THIS PLAT IS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO THIS _____ DAY OF _____, 2022, FOR FILING WITH THE CLERK AND RECORDER OF THE COUNTY OF EAGLE, COLORADO, AND FOR CONVEYANCE OF THE DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF MINTURN FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS OF SAID LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC, EXCEPT AS SPECIFICALLY AGREED TO BY THE TOWN COUNCIL OF THE TOWN OF MINTURN.

WITNESS MY HAND AND THE SEAL OF THE TOWN OF MINTURN
TOWN COUNCIL OF THE TOWN OF MINTURN

BY: _____ ATTEST: _____

MAYOR TOWN OF MINTURN, COLORADO TOWN CLERK TOWN OF MINTURN, COLORADO

SUBORDINATION BY MORTGAGEE

ANB BANK, BEING THE HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST RECORDED DECEMBER 19, 2018, AT RECEPTION NO. 201821567, IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO, HEREBY CONSENTS TO THE SUBDIVISION OF THE LANDS SET FORTH IN THIS FINAL PLAT OF BELDEN PLACE PUD, AND SUBORDINATES THE LIEN REPRESENTED BY THE AFORESAID DEED OF TRUST TO THE DEDICATIONS AND RESTRICTIONS AS SHOWN ON THIS FINAL PLAT AND RELATIVE COVENANTS, CONDITIONS AND RESTRICTIONS.

MORTGAGEE: ANB BANK

BY: _____

STATE OF _____)
COUNTY OF _____) §

THE FOREGOING SUBORDINATION BY MORTGAGEE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY _____, 20____, BY _____ AS _____ OF ANB BANK.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	2,098 S.F.	0018 SILVER LOOP
2	DUPLEX LOT	2,341 S.F.	0020 SILVER LOOP
3	DUPLEX LOT	1,496 S.F.	0022 SILVER LOOP
4	SINGLE FAMILY	2,603 S.F.	0024 SILVER LOOP
5	DUPLEX LOT	1,459 S.F.	0026 SILVER LOOP
6	DUPLEX LOT	1,629 S.F.	0028 SILVER LOOP
7	MULTI-FAMILY	27,233 S.F.	0036 SILVER LOOP
8	DUPLEX LOT	2,049 S.F.	0029 BELDEN WAY
9	DUPLEX LOT	1,404 S.F.	0027 BELDEN WAY
10	DUPLEX LOT	2,092 S.F.	0025 BELDEN WAY
11	DUPLEX LOT	1,668 S.F.	0023 BELDEN WAY
12	TRI-PLEX LOT	1,170 S.F.	0021 BELDEN WAY
13	TRI-PLEX LOT	1,040 S.F.	0019 BELDEN WAY
14	TRI-PLEX LOT	1,431 S.F.	0017 BELDEN WAY
15	SINGLE FAMILY	2,146 S.F.	0015 BELDEN WAY
16	SINGLE FAMILY	2,212 S.F.	0013 BELDEN WAY
17	SINGLE FAMILY	12,033 S.F.	0011 BELDEN WAY
18	SINGLE FAMILY	3,283 S.F.	0010 SILVER LOOP
19	SINGLE FAMILY	3,018 S.F.	0012 SILVER LOOP
20	SINGLE FAMILY	3,116 S.F.	0014 SILVER LOOP
21	MULTI-FAMILY	2,454 S.F.	0009 SILVER LOOP
22	MULTI-FAMILY	1,251 S.F.	0011 SILVER LOOP
23	MULTI-FAMILY	1,251 S.F.	0013 SILVER LOOP
24	MULTI-FAMILY	1,251 S.F.	0015 SILVER LOOP
25	MULTI-FAMILY	2,504 S.F.	0017 SILVER LOOP
26	SINGLE FAMILY	2,014 S.F.	0023 SILVER LOOP
27	SINGLE FAMILY	2,162 S.F.	0025 SILVER LOOP
Tract A	ROADS	15,682 S.F.	BELDEN WAY & SILVER LOOP
Tract B	OPEN SPACE	4,713 S.F.	0016 SILVER LOOP
Tract C	OPEN SPACE	7,145 S.F.	0037 SILVER LOOP
Tract D	OPEN SPACE	1,956 S.F.	0031 BELDEN WAY
TOTAL		117,904 S.F.	2.707 ACRES

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE OF TAXES PAID

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____ 2021 UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS _____ OF _____, A.D., 20____

TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

_____ DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH IS VESTED IN _____

FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT _____

DATED THIS _____ DAY OF _____, A.D., 20____

AGENT: _____

SURVEYOR'S CERTIFICATE

I, MATTHEW S. SLAGLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF BELDEN PLACE P.U.D., AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON. THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND/OR UNDER MY SUPERVISION AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND RIGHTS-OF-WAY OF SAID PLAT AS THE SAME ARE MONUMENTED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATION GOVERNING THE SUBDIVISION OF LAND, THAT SUCH PLAT IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THAT SUCH PLAT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

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GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- THE PURPOSE OF THIS FINAL PLAT IS TO (I) CREATE VARIOUS LOTS WITH BUILDING ENVELOPES, OPEN SPACE AREAS AND TRACTS, PURSUANT TO TOWN OF MINTURN LAND USE REGULATIONS AND COLORADO REVISED STATUTES CONCERNING THE SUBDIVISION OF LAND, (II) CREATE EASEMENTS FOR THE PURPOSES DESCRIBED, (III) AS SHOWN AND DESCRIBED HEREIN, VACATE THE LOT LINES THAT DEFINED LOTS 29 THROUGH 32 INCLUDES LOT 30, WHICH NO LONGER EXISTS BUT IS DESCRIBED IN DURAN SUBDIVISION LOTS, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE ANNEXATION PLAT THEREOF AS FILED MARCH 1, 1979 AS RECEPTION NO. 163774 ALONG WITH LOTS 1 THRU 3, DURAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS RECEPTION NO. 553188, (IIII) AND TO VACATE CERTAIN EASEMENTS, ALL AS SHOWN HEREIN.
- BASIS OF BEARING: S 00°02'00" E UPON THE EAST LINE OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6TH P.M. BETWEEN USGLO SURVEY MONUMENTS MARKING THE NORTHEAST AND EAST CORNERS OF SAID SECTION. THIS BEARING BASED ON ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECEPTION NO. 163447.
- SURVEY DATE: FEBRUARY, 2020.
- LEGAL DESCRIPTION, EASEMENTS AND LOCATION OF BOUNDARY LINES ARE BASED ON OLD REPUBLICAN NATIONAL TITLE INSURANCE COMPANY ORDER NUMBER NO. V50057120 DATED JUNE 15, 2020 AND ORDER NO. OX50057329-2769218 DATED SEPTEMBER 1, 2020 PROVIDED BY LAND TITLE GUARANTEE COMPANY, THE STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 207537C2 DATED MARCH 29, 2019, ALONG WITH PLATS AND SURVEY MONUMENTATION REFERENCED HEREON.
- THESE PLATTED LANDS ARE SUBJECT TO:
 - THE BELDEN PLACE PUD GUIDE RECORDED AS RECEPTION NO. _____
 - THE PARTY WALL AGREEMENT (BELDEN PLACE) RECORDED AS RECEPTION NO. _____
 - THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELDEN PLACE RECORDED AS RECEPTION NO. _____ AND SUBJECT TO THE SUBDIVISION AGREEMENT FILED AND RECORDED FOR THIS SUBDIVISION AS RECEPTION NO. _____ BOTH IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO.
 - THE INTERIOR LOT LINES PLATTED HEREIN BETWEEN DUPLEX, TRI-PLEX, AND MULTI-FAMILY LOTS ARE CREATED AS PARTY WALL SEPARATIONS AND NOT SUBJECT TO SIDE BUILDING SETBACKS.
 - LOTS 2,3,5,6,8,9,10,11 (DUPLEX LOTS), LOTS 12,13,14 (TRI-PLEX LOTS), AND LOTS 21,22,23,24,25 (MULTI-FAMILY LOTS) EACH CONTAIN ONE (1) RESIDENTIAL UNIT AND MAY NOT BE SUBDIVIDED FURTHER.
 - THE OWNER, MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY, HEREBY RESERVES FOR THEMSELVES THEIR SUCCESSORS AND/OR ASSIGNS THE FOLLOWING NON-EXCLUSIVE EASEMENTS:
 - A NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT AS SHOWN ON SHEET 5 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "UTILITY AND DRAINAGE EASEMENT" FOR THE PURPOSE OF I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WATERLINES AND HYDRANTS, SANITARY SEWERLINES AND MANHOLES, TELEPHONE LINES, CABLE TELEVISION LINES, GASLINES, ELECTRICAL LINES, FIBER OPTIC LINES, OTHER COMMUNICATION LINES AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO.
 - NON-EXCLUSIVE UTILITY, DRAINAGE, SNOW STORAGE AND PEDESTRIAN EASEMENT WITHIN TRACTS A, B, C, AND D AND AS SHOWN ON SHEET 3 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "UTILITY, DRAINAGE, SNOW STORAGE AND PEDESTRIAN EASEMENT" FOR THE PURPOSE OF I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO ALONG WITH SNOW STORAGE AND III) PEDESTRIAN USE INCLUDING REASONABLE INGRESS AND EGRESS OF PERSONS TO INCLUDE FOOT, BICYCLE OR SMALL WHEEL USE ALONG WITH SIDEWALK OR PATH CONSTRUCTION, USE AND REPAIR.
 - NON-EXCLUSIVE UTILITY, DRAINAGE, SNOW STORAGE AND LANDSCAPING EASEMENT WITHIN THAT PORTION OF LOT 17 SHOWN ON SHEET 3 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "UTILITY, DRAINAGE, SNOW STORAGE AND LANDSCAPING EASEMENT" FOR THE PURPOSE OF I) THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF UTILITIES OF ANY KIND, AND ALL RELATED STRUCTURES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, II) STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO ALONG WITH SNOW STORAGE AND III) LANDSCAPING USE.
 - ROADS CREATED HEREON, AND SHOWN AS TRACT A, SHALL BE DEDICATED TO PUBLIC USE AND MAINTAINED BY BELDEN PLACE OWNERS ASSOCIATION.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY BEING SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN THE TOWN OF MINTURN, EAGLE COUNTY, COLORADO DESCRIBED AS FOLLOWS:

LOTS 29, 31 AND 32, SOUTH MINTURN ADDITION, ACCORDING TO THE ANNEXATION PLAT THEREOF RECORDED MARCH 1, 1978 AS RECEPTION NO. 163447 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE COUNTY, COLORADO AND LOTS 1, 2 AND 3 DURAN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS RECEPTION NO. 553188 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE COUNTY, COLORADO, THE PERIMETER OF WHICH PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE 6TH PRINCIPLE MERIDIAN, SAID POINT BEING A FOUND RED PLASTIC CAP STAMPED LS 26626 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 35 BEARS N00°02'00"W 1962.17 FEET; THENCE S00°02'00"W 0.57 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 24 PER C.D.O.T. PROJECT TAP M8990-001 AND THE MAP THEREOF AND ALSO BEING THE NORTHEAST CORNER OF SAID LOT 32, SOUTH MINTURN ADDITION; THENCE UPON SAID EAST LINE OF SECTION 35 S00°02'00"W 356.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32 BEING A FOUND 3" ALUMINUM DEPT. OF AGRICULTURE CAP IN MONUMENT BOX STAMPED LS 7235, 1984; THENCE DEPARTING SAID EAST LINE SECTION 35 AND UPON THE SOUTH LINE OF SAID LOT 32 AND SAID LOT 31, SOUTH MINTURN ADDITION S84°06'47"W 220.37 FEET TO THE SOUTHEAST CORNER SAID LOT 29, SOUTH MINTURN ADDITION BEING A FOUND 2.5" BRASS CAP ON 1" IRON PIPE STAMPED SW COR GATES TRACT; THENCE UPON THE SOUTH LINE OF SAID LOT 29 N71°22'44"W 63.47 FEET TO THE SOUTHWEST CORNER SAID LOT 29 BEING A FOUND 1" IRON PIPE WITH NO CAP; THENCE DEPARTING SAID SOUTH LINE AND UPON THE WEST LINE OF SAID LOT 29 N00°01'03"W 467.14 FEET TO SAID SOUTH RIGHT OF WAY U.S. HIGHWAY 24 ALSO BEING THE NORTHWEST CORNER OF SAID LOT 29; THENCE UPON SAID SOUTH RIGHT OF WAY U.S. HIGHWAY 24 S68°46'59"E 299.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.707 ACRES MORE OR LESS; AND HAS CAUSED THE SAME TO BE LAID OUT, PLATTED AND SUBDIVIDED, AND DESIGNATED AS BELDEN PLACE P.U.D. IN THE TOWN OF MINTURN, COUNTY OF EAGLE, COLORADO, AND DOES HEREBY ACCEPT RESPONSIBILITY FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THIS PLAT, AND DO HEREBY DEDICATE AND SET ASIDE ALL OF THE ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND DO HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC OR UTILITY PROVIDER FOR THE PURPOSES SHOWN HEREIN; UNLESS OTHERWISE EXPRESSLY PROVIDED HEREON; AND DOES HEREBY GRANT AND DEDICATE THE FOLLOWING INTERESTS IN THE PROPERTY:

- TO THE TOWN OF MINTURN WITH NO OBLIGATION TO CONSTRUCT OR MAINTAIN:
 - WATER EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, AND THROUGH THOSE PORTIONS OF THIS FINAL PLAT DESIGNATED AS "WATER EASEMENT" FOR THE PURPOSE OF USING, INSTALLING, CONSTRUCTING, MAINTAINING, IMPROVING, REPAIRING AND REPLACING FACILITIES OF ANY KIND OR NATURE FOR THE TRANSMISSION OF DOMESTIC WATER AND/OR IRRIGATION WATER INCLUDING BUT NOT LIMITED TO TAPS, MANHOLES, AND WATER LINES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.
 - A NON-EXCLUSIVE ROAD EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "TRACT A" FOR THE PURPOSE OF: VEHICULAR OR PEDESTRIAN ACCESS, INGRESS AND EGRESS AND ROAD USES.
 - A NON-EXCLUSIVE DRAINAGE EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "TRACT B AND THE AREA DEFINED AS "UTILITY, DRAINAGE, SNOW STORAGE AND PEDESTRIAN EASEMENT", ON LOT 17, AND ALONG THE REAR 5 FEET OF LOTS 18, 19, AND 20 FOR THE PURPOSES OF STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE RIGHT BUT NOT THE OBLIGATION FOR INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO.
 - PEDESTRIAN EASEMENT WITHIN ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "PEDESTRIAN EASEMENT" AS SHOWN ON SHEET 3 FOR THE PURPOSE OF PEDESTRIAN USE INCLUDING REASONABLE INGRESS AND EGRESS OF PERSONS TO INCLUDE FOOT, BICYCLE OR SMALL WHEEL USE ALONG WITH SIDEWALK OR PATH CONSTRUCTION, USE AND REPAIR.
 - TO THE EAGLE RIVER WATER AND SANITATION DISTRICT A NON-EXCLUSIVE SEWER EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "SEWER EASEMENT" TO, AS SHOWN, FOR THE PURPOSES OF DISPOSAL AND TRANSMISSION OF DOMESTIC SEWAGE AND STORM WATER, THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SANITARY SEWER STRUCTURES INCLUDING BUT NOT LIMITED TO MANHOLES, PIPES AND ALL RELATED STRUCTURES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.

OWNER: _____ ADDRESS: _____

BY: _____

TITLE: _____

STATE OF _____)

COUNTY OF _____) JSS

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 20____, BY _____ AS _____ OF _____

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____ ON THIS _____ OF _____, A.D., 20____

BY: _____
CLERK AND RECORDER DEPUTY

Revised Misc drafting 11-05-21 MSS
 Revised Lot 7 10-11-2021 MSS
 Revised Atorney Comments 2-18-22 MSS
 Revised Atorney Comments 2-03-22 MSS
 Revised Water Ease 12-15-21 MSS
 Revised per Town Comments 6-08-2021 MSS
 Revised Parking Ease 12-10-21 MSS
 Revised per Town Comments 5-19-2021 MSS



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**FINAL PLAT
BELDEN PLACE, P.U.D.**
Town of Minturn, County of Eagle, State of Colorado

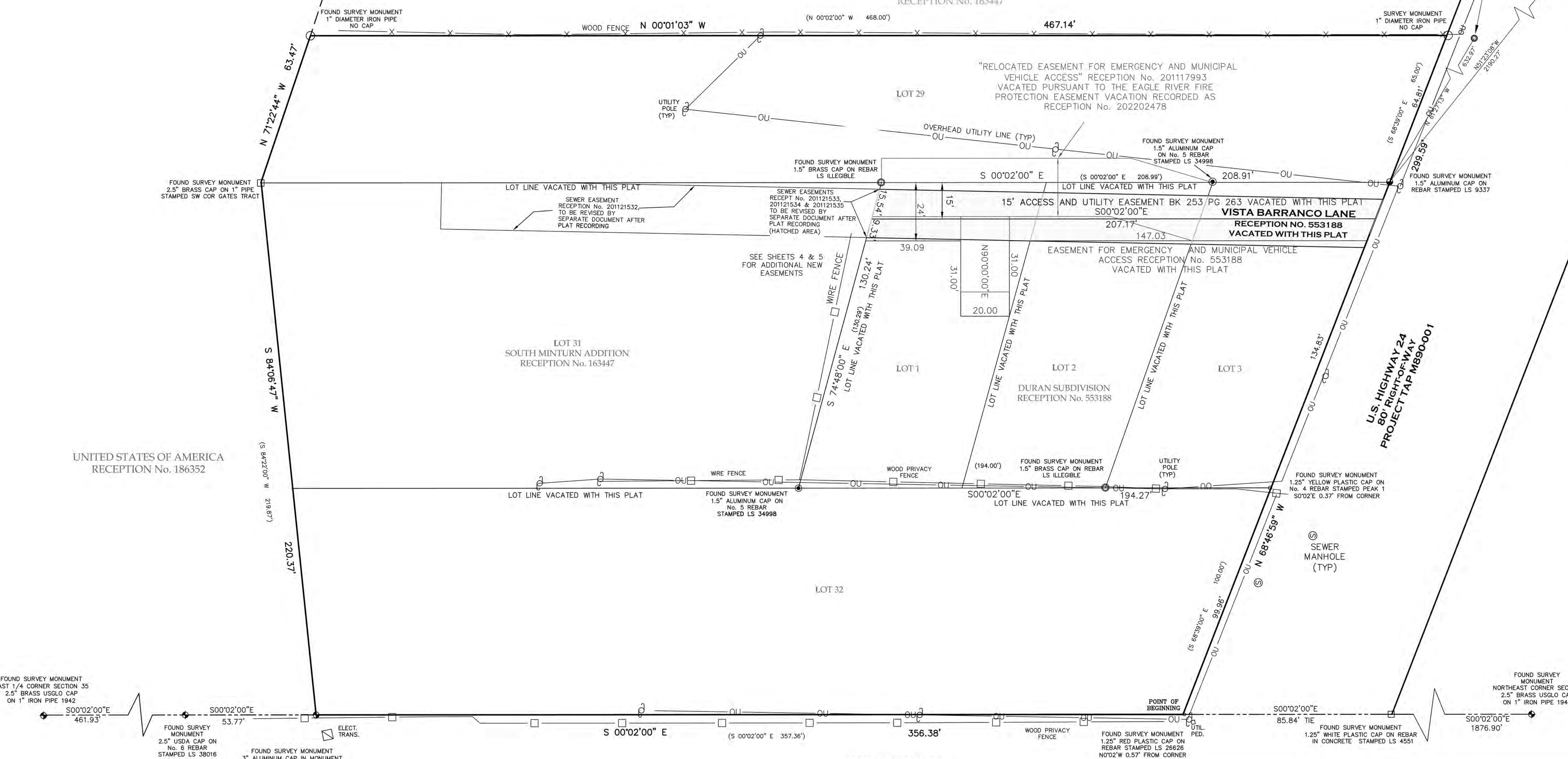
DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 1 OF 5	DATE: 04-13-2021	

FINAL PLAT
BELDEN PLACE, P.U.D.
 Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5
BOUNDARY AND VACATION

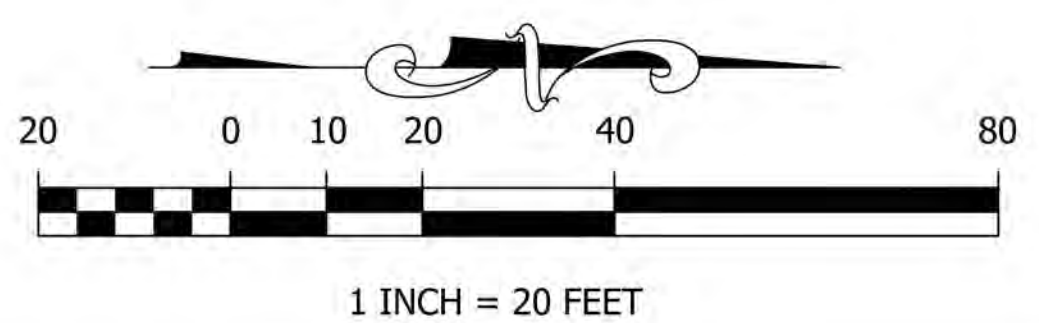
(BEARING DISTANCE) = PREVIOUSLY PLATTED DIMENSIONS OF RECORD

SEE SHEETS 4 & 5 FOR ADDITIONAL NEW EASEMENTS



UNITED STATES OF AMERICA
 RECEPTION No. 186352

BASIS OF BEARINGS
 UNITED STATES OF AMERICA
 RECEPTION No. 246983



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



Matthew S. Slagle PLS 34998
 Professional Land Surveyor
 State of Colorado



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BELDEN PLACE, P.U.D.

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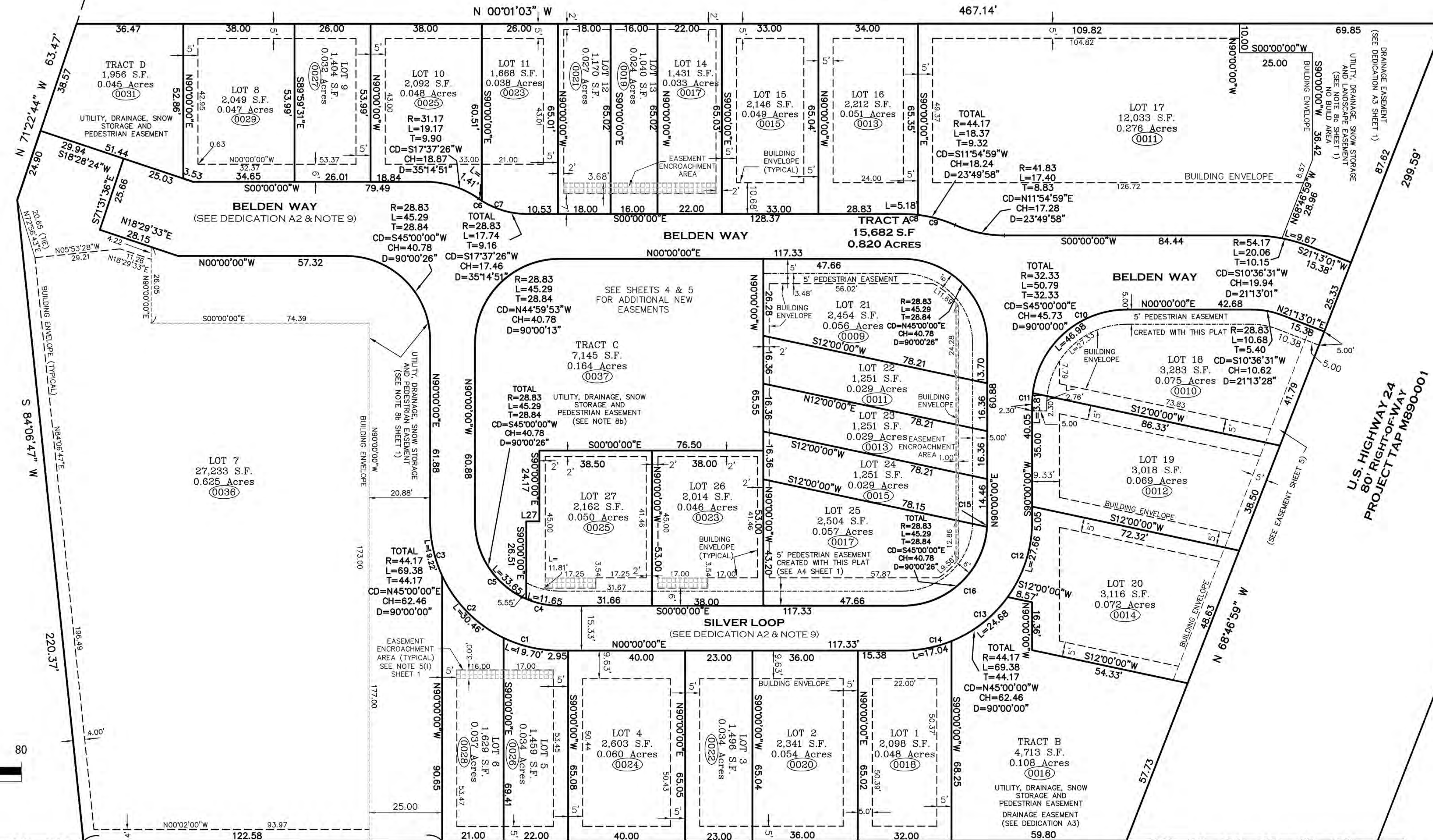
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SHEET 2 OF 5		DATE: 04-13-2021

FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

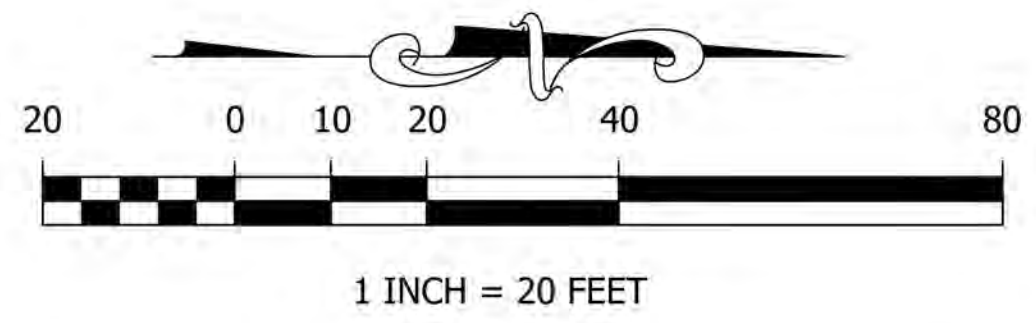
SHEET 3 OF 5
SUBDIVISION

SEE SHEETS 4 & 5
FOR ADDITIONAL NEW
EASEMENTS

LOT 28
SOUTH MINTURN ADDITION
RECEPTION No. 163447



UNITED STATES OF AMERICA
RECEPTION No. 186352



CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C1	19.70	44.17	10.01	19.53	N12°46'33"E	25°33'06"
C2	30.46	44.17	15.86	29.86	N45°18'32"E	39°30'53"
C3	19.22	44.17	9.76	19.07	N77°31'59"E	24°56'01"
C4	11.65	28.83	5.91	11.57	N11°34'15"E	23°08'56"
C5	33.65	28.83	19.03	31.77	N56°34'28"E	66°51'30"
C6	1.41	28.83	0.71	1.41	N33°50'32"E	2°48'39"
C7	16.32	28.83	8.39	16.11	N16°13'06"E	32°26'12"
C8	5.18	44.17	2.59	5.18	S03°21'35"W	6°43'11"
C9	13.19	44.17	6.65	13.14	S15°16'34"W	17°06'47"
C10	46.98	32.33	28.73	42.95	S41°37'23"E	83°14'46"
C11	3.81	32.33	1.91	3.81	S86°37'23"E	6°45'14"
C12	27.66	44.17	14.30	27.21	N72°03'40"W	35°52'40"
C13	24.68	44.17	12.67	24.36	N38°06'40"W	32°01'20"
C14	17.04	44.17	8.63	16.93	N11°03'00"W	22°06'00"
C15	1.89	28.83	0.94	1.89	N88°07'42"W	3°45'03"
C16	43.41	28.83	27.01	39.42	N43°07'29"W	86°15'24"

L27 = S00°00'00"W 4.50

UNITED STATES OF AMERICA
RECEPTION No. 246983



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

--- = PLATTED BUILDING ENVELOPE
--- = PEDESTRIAN EASEMENT
--- = EASEMENT ENCROACHMENT AREA SEE VII.B OF THE PUD GUIDE - NOTE 5(1)

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**FINAL PLAT
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Town of Minturn, County of Eagle, State of Colorado

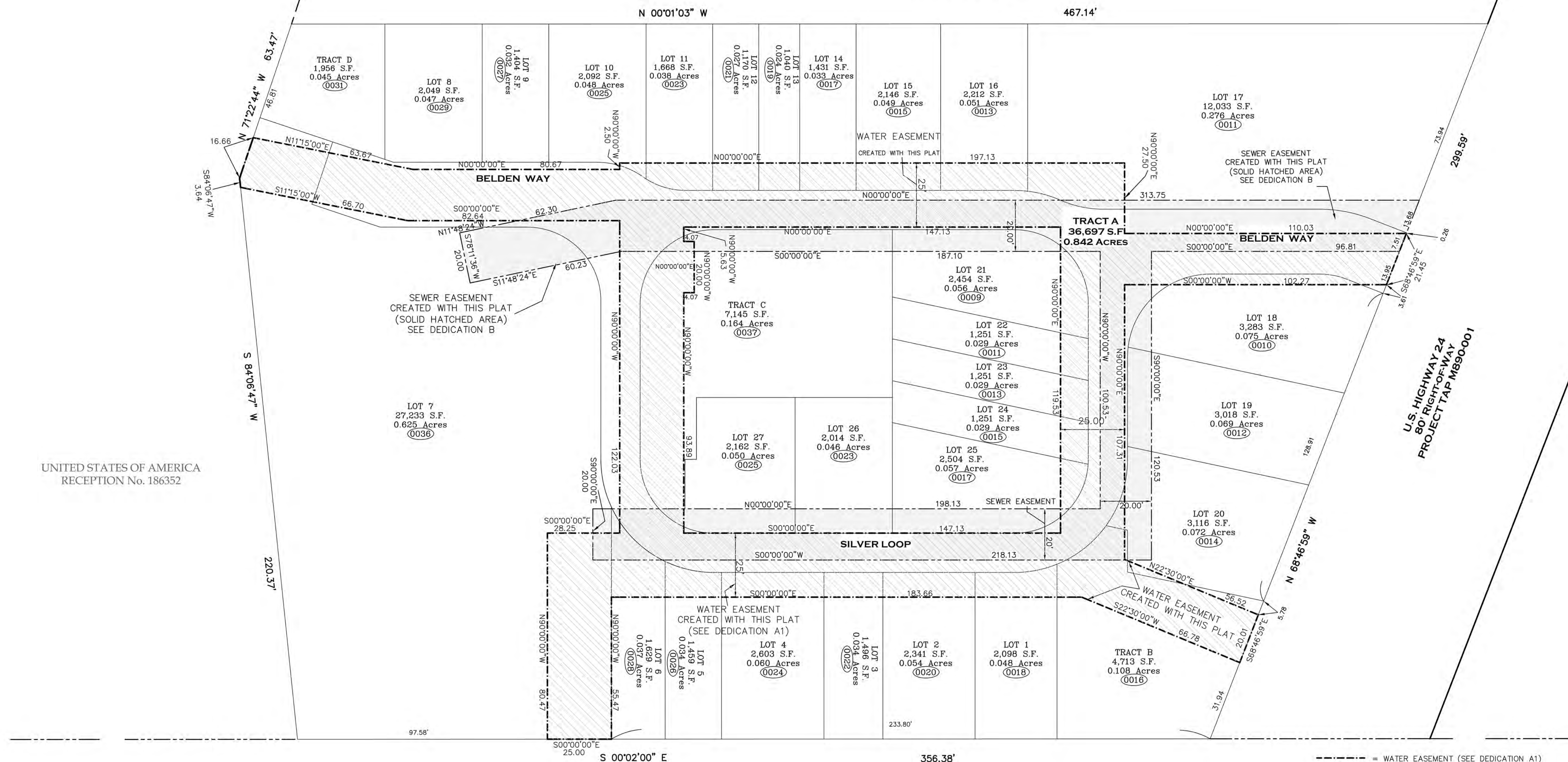
DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 3 OF 5	DATE: 04-13-2021	

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FINAL PLAT
BELDEN PLACE, P.U.D.
 Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5
 WATER & SEWER
 EASEMENTS
 CREATED WITH THIS PLAT

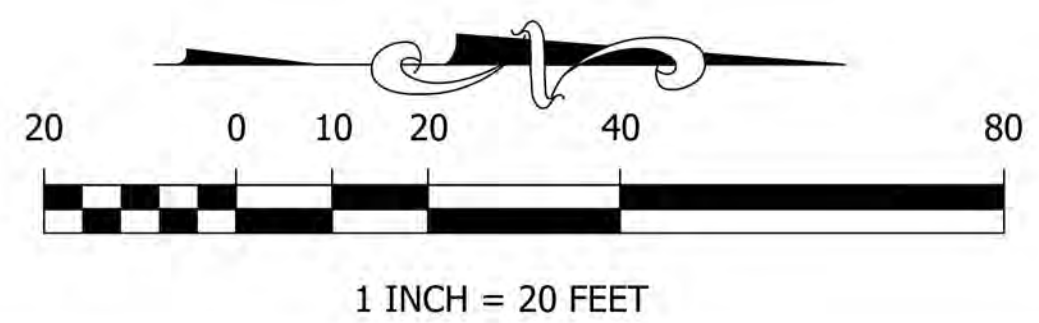
LOT 28
 SOUTH MINTURN ADDITION
 RECEPTION No. 163447



UNITED STATES OF AMERICA
 RECEPTION No. 186352

UNITED STATES OF AMERICA
 RECEPTION No. 246983

--- = WATER EASEMENT (SEE DEDICATION A1)
 --- = SEWER EASEMENT (SEE DEDICATION B)



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SHEET 4 OF 5	DATE: 04-13-2021	

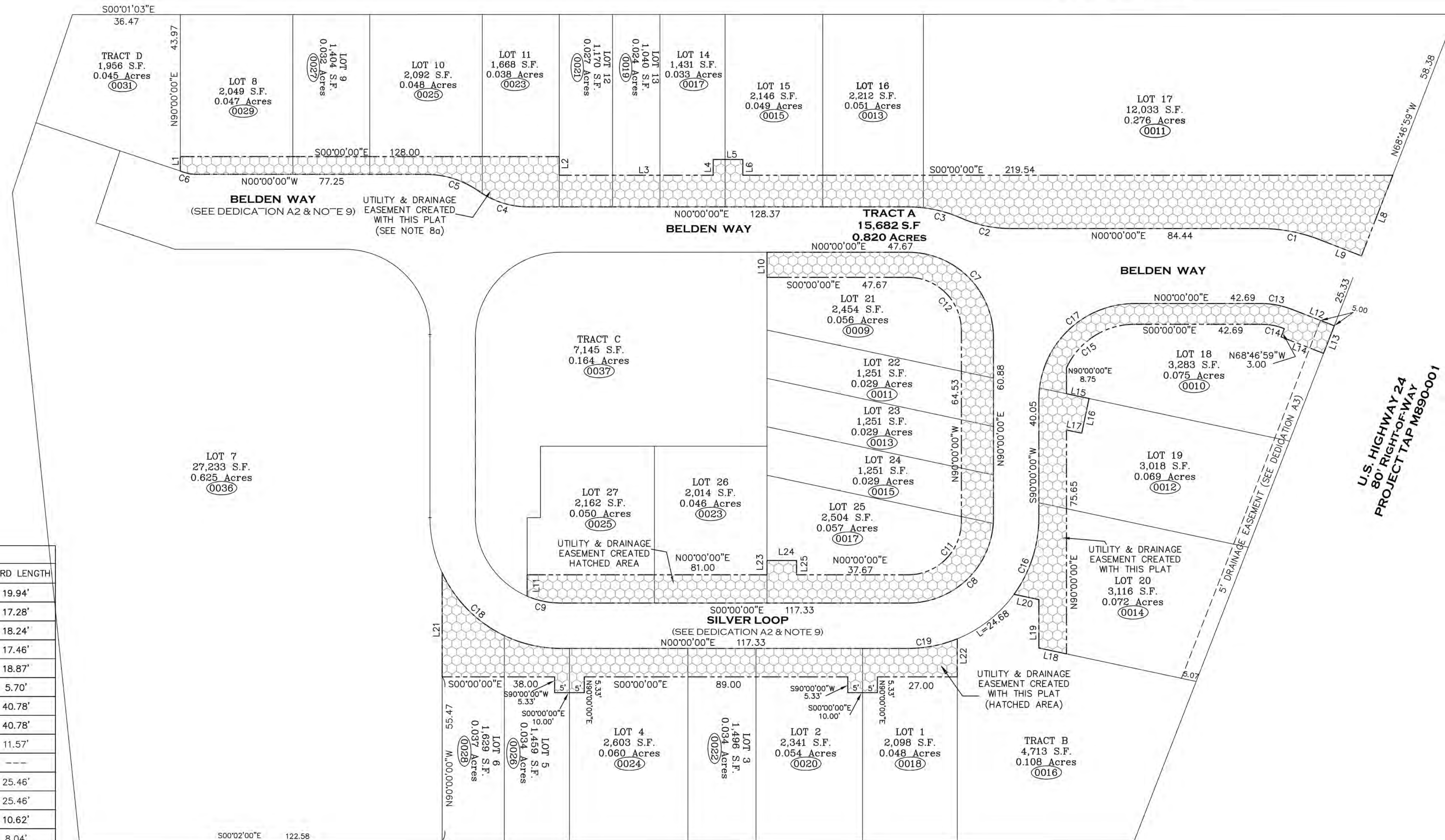
FINAL PLAT BELDEN PLACE, P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5 UTILITY & DRAINAGE EASEMENTS CREATED WITH THIS PLAT

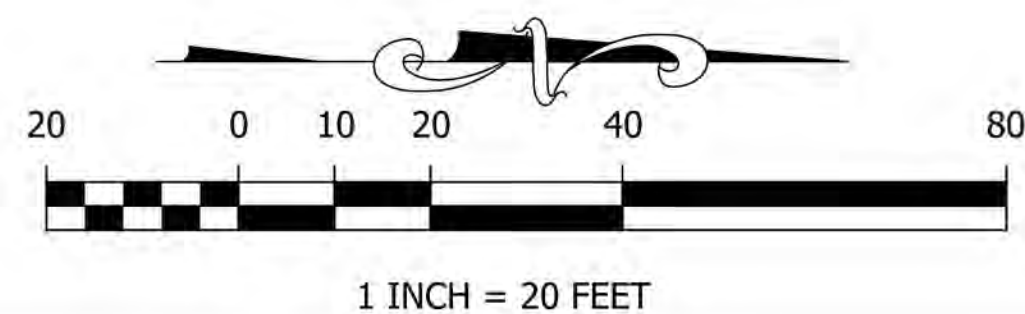
SEE NOTE 8a SHEET 1

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.88	N90° 00' 00"E
L2	6.32	N90° 00' 00"W
L3	52.00	S00° 00' 00"E
L4	5.33	N90° 00' 00"E
L5	10.00	S00° 00' 00"E
L6	5.33	N90° 00' 00"W
---	---	---
L8	29.24	N68° 46' 59"W
L9	15.38	N21° 13' 01"E
L10	8.48	N90° 00' 00"W
L11	7.22	N90° 00' 00"W
L12	15.38	N21° 13' 01"E
L13	10.00	S68° 46' 59"E
L14	15.38	S21° 13' 01"W
L15	7.79	N12° 00' 00"E
L16	12.00	S78° 00' 00"E
L17	5.24	S12° 00' 00"W
L18	9.54	S12° 00' 00"W
L19	16.36	N90° 00' 00"W
L20	8.57	S12° 00' 00"W
L21	35.18	N90° 00' 00"W
L22	12.87	N90° 00' 00"W
L23	4.83	S90° 00' 00"W
L24	10.00	N00° 00' 00"E
L25	4.83	N90° 00' 00"E
L26	1.52	N90° 00' 00"W



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.06'	54.17	21°13'01"	S10° 36' 31"W	19.94'
C2	17.40'	41.83	23°49'58"	N11° 54' 59"E	17.28'
C3	18.37'	44.17	23°49'58"	S11° 54' 59"W	18.24'
C4	17.74'	28.83	35°14'51"	N17° 37' 26"E	17.46'
C5	19.17'	31.17	35°14'51"	S17° 37' 26"W	18.87'
C6	5.74'	14.90	22°03'53"	N11° 17' 40"E	5.70'
C7	45.29'	28.83	90°00'00"	S45° 00' 00"W	40.78'
C8	45.29'	28.83	90°00'00"	N45° 00' 00"W	40.78'
C9	11.65'	28.83	23°08'56"	N11° 34' 15"E	11.57'
---	---	---	---	---	---
C11	28.27'	18.00	90°00'00"	N45° 00' 00"W	25.46'
C12	28.27'	18.00	90°00'00"	S45° 00' 00"W	25.46'
C13	10.68'	28.83	21°13'01"	S10° 36' 31"W	10.62'
C14	8.09'	21.83	21°13'01"	S10° 36' 31"W	8.04'
C15	28.84'	25.33	65°12'58"	S32° 36' 29"E	27.30'
C16	27.66'	44.17	35°52'40"	N72° 03' 40"W	27.21'
C17	50.79'	32.33	90°00'00"	S45° 00' 00"E	45.73'
C18	50.16'	44.17	65°03'59"	N32° 31' 59"E	47.50'
C19	17.04'	44.17	22°06'00"	N11° 03' 00"W	16.93'

U.S. HIGHWAY 24
80' RIGHT-OF-WAY
PROJECT TAP M890001



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**FINAL PLAT
BELDEN PLACE, P.U.D.**
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 5 OF 5	DATE: 04-13-2021	

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 10 – SERIES 2022**

**A RESOLUTION TO APPROVE A COST SHARE
AGREEMENT FOR THE CONSTRUCTION OF A
STORMWATER SEWER IMPROVEMENT BETWEEN
MINERS BASE CAMP AND THE TOWN OF MINTURN,
COLORADO**

WHEREAS, as part of the Belden Place PUD Final Plat there is to be constructed a stormwater sewer improvement across U.S. Highway 24 to the Eagle River; and

WHEREAS, the Town has CDOT approved plans for sidewalk and stormwater improvements along U.S. Highway 24, including the stormwater sewer improvement proposed for the Belden Place PUD; and

WHEREAS, the Belden Place PUD developer, Miners Base Camp, LLC has proposed to share costs of the stormwater sewer improvement with the Town; and

WHEREAS, The Minturn Town Council has reviewed the proposed cost share agreement with Miners Base Camp and deems it acceptable; and

WHEREAS, The Town Council desires to approve the attached agreement as laid forth in Exhibit A attached.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO:**

1. The Minturn Town Council hereby approves the proposed cost share agreement with Miners Base Camp and authorizes the Mayor or his designee to execute said agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
16th day of March, 2022.**

TOWN OF MINTURN

By:  _____
Earle Bidez, Mayor

ATTEST:



Jay Brunvand, Town Clerk

**COST SHARING AND
CONSTRUCTION MANAGEMENT AGREEMENT**

This Cost Sharing Agreement (“Agreement”) is entered into as of _____, 2022 (“Effective Date”) by and between the TOWN OF MINTURN, a Colorado home rule municipality (the “Town”), and MINERS BASE CAMP LLC, a Colorado limited liability company (“Miners”).

RECITALS

WHEREAS, Miners has submitted and received approval for an application for final PUD plat and plan pursuant to the Minturn Municipal Code as depicted in Ordinance No. 4, Series 2022 and Resolution No. 5, Series 2022; and

WHEREAS, integral to the Miners PUD application is a drainage study and report that relies upon a stormwater drainage improvement included in the construction level drawing sheet C.310, C.311, and C.312 that will convey stormwater and runoff from the site of the PUD across Town-owned and federal property into the Eagle River (the “Improvement”); and

WHEREAS, the Town’s master drainage study and sidewalk improvement plans include a stormwater conveyance in the same or similar location to the Improvement;

WHEREAS, the Town-owned property is burdened by a conservation easement held by Eagle Valley Land Trust (“EVLTL”) recorded in the records of the Eagle County Clerk and Recorder at Reception No. 201821458, and EVLTL has offered the preliminary finding that the Improvement is generally in conformance with the conservation purposes of the conservation easement, but must still provide final approval for any surface disturbing activities; and

WHEREAS, use of the federal property is subject to United States Forest Service (“USFS”) rules, regulations, and procedure, including but not limited to National Environmental Protection Act (“NEPA”) approvals, for which the Town has submitted an application for review; and

WHEREAS, Miners has submitted an alternative drainage design that would capture and dispose of the stormwater and runoff as contemplated in the drainage study; and

WHEREAS, Miners and the Town have entered into a Covenant not to build on the lots that would be lost in the event that necessary approvals by EVLTL and USFS cannot be secured, and the Improvement constructed, recorded in the records of the Eagle County Clerk and Recorder at Reception No. _____; and

WHEREAS, the Town and Miners wish to share the costs of the Improvement subject to the Parties’ ability to secure approvals of USFS and EVLTL, and the Town’s oversight of the construction and selected contractor.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Conditions Precedent. This Agreement is contingent upon all of the following conditions precedent:
 - 2.1. Final approval by EVLT of the Improvement pursuant to the Conservation Easement.
 - 2.2. A Special Use Permit or equivalent authorization issued by the USFS authorizing the Improvement on federal property.
 - 2.3. Budgeting and appropriation by the Town for the calendar year in which the Improvement is to be constructed.
 - 2.4. Miners posting security with the Town for the Improvement in the manner provided for in the Town Code based upon an updated construction cost estimate developed at such time that the EVLT and USFS approvals are obtained.
3. Cost Share. The Town agrees to contribute the amount of One Hundred Twenty Four Thousand Seven Hundred Ninety One dollars (\$124,791.00) as set forth in Miners Cost Estimate dated August 23, 2021. Miners shall be responsible for any remaining costs to construct the Improvement.
4. Construction and Contractor Oversight
 - 4.1. Miners shall be responsible for selecting a contractor to construct the Improvement, subject to the Town's approval.
 - 4.2. The Town Engineer shall have the right to inspect and observe construction of the Improvement at any time.
5. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Minturn Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
6. Assignability. Miners shall not assign this Agreement without the Town's prior written consent.
7. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.
8. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing Party shall be entitled to recovery of all actual costs in

{S E AL}

Notary Public

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 11 – SERIES 2022**

**A RESOLUTION TO APPROVE A LAND USE COVENANT
RELATING TO THE IMPLEMENTATION OF THE
BELDEN PLACE PUD DRAINAGE PLAN**

WHEREAS, The Minturn Town Council has approved documents approving the Belden Place PUD which includes an appropriate drainage plan for the site; and,

WHEREAS, The Minturn Town Council recognizes the necessity to have an alternative drainage plan that would go in effect in the event the proposed stormwater sewer cannot be constructed as proposed; and,

WHEREAS, The developer will execute and record a Covenant Not to Build that prohibits any development on specified lots until final approvals by EVLT and USFS have been obtained as laid forth in Attachment A.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO:**

1. The Minturn Town Council hereby approves the proposed Agreement for an alternative Belden PUD Drainage Plan as presented and authorizes the Mayor or his designee to execute said agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
16th day of March, 2022.**

TOWN OF MINTURN

By: 

Earle Bidez, Mayor

ATTEST:


Jay Brunvand, Town Clerk

LAND USE COVENANT

THIS LAND USE COVENANT (“**Covenant**”) is made and effective as of the ____ day of _____, 2022.

RECITALS

This Covenant is made with reference to the following:

A. MINERS BASE CAMP LLC, a Colorado limited liability company whose address is 1000 Enterprise Dr., Allen Park, MI 48101, (the “Owner”); owns Lots 18, 19, and 20 of the Belden Place, P.U.D. subdivision (“Subdivision”) in Eagle County, Colorado, as such lots are depicted and described on that certain plat of the Subdivision recorded in the real property records of Eagle County, Colorado on _____, 2022 at Reception No. _____ (“Plat”).

B. By Resolution No. __, Series 2022, the Town of Minturn (“Town”) approved a Subdivision Improvements Agreement, recorded in the real property records of Eagle County, Colorado on _____, 2022 at Reception No. _____ (“SIA”).

C. Section 7.C. of the SIA memorializes certain agreements regarding the timing, authorization, and completion of two alternative drainage plans for the subdivision, a stormwater drain (“Alternative A”) and retention ponds (“Alternative B”).

D. Until such time that Owner can construct Alternative A, Lots 18, 19, and 20 of the Subdivision cannot be built upon, occupied, or used in any manner other than for the Alternative B drainage design.

E. Owner and Town wish to memorialize certain restrictions appurtenant to:

Lots 18, 19, and 20 according to the Final Plat for Belden Place, P.U.D. recorded in the real property records of Eagle County, Colorado on _____, 2022 at Reception No. _____. (the “Lots”).

The term “Lot” used herein refers without specification to one of the Lots individually.

F. Owner and the Town desire that the appurtenant restrictions set forth in this Covenant be deemed a covenant running with the land and bind uses of the Lots by Owner and all future owners, lessees, or authorized users thereof.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, Owner and the Town

mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein.
2. Restriction on Use of the Lots. No construction, placement of improvements (except for Public Improvements identified on the approved construction plans attached as **Exhibit B** to the SIA) or occupancy shall be permitted on the Lots.
3. Covenant Running With the Land. Each provision of this Covenant, and any agreement, promise, covenant and undertaking to comply with each provision of the Covenant are related to and touch and concern the land comprising the Lots. As such, this Covenant shall be deemed a covenant running with the land and shall be a burden upon the title to each Lot. The rights and obligations under this Covenant of the Owner, the Town, and any future owner of a Lot may not be conveyed separately from title to a Lot. Owner and any future owner of a Lot shall be liable for all obligations under this Covenant with respect to the Lot, and the party shall remain liable after conveyance of title to a Lot for a breach or violation of any obligation of this Covenant first occurring on the Lot prior to the party's conveyance of title. Any future owner of a Lot (including, without limitation, any owner who acquires its interest in a Lot by foreclosure, trustee sale or otherwise) shall be liable for obligations under this Covenant with respect to the Lot owned.
4. Remedies. In the event of any breach or violation or a threatened breach or violation by Owner, or any future owner, lessee, or authorized user of a Lot of any of the obligations of this Covenant, the Town shall have the right to enjoin such violation or threatened violation by proceeding in a court of appropriate jurisdiction in Eagle County. The right of injunction shall be in addition to all other remedies set forth in this Covenant or as provided by law.
5. Waiver. The failure of the Town to insist upon strict performance of any of the provisions contained in this Covenant by Owner, or any future owner of a Lot upon any breach or violation of the obligations under this Covenant shall not waive the Town's right to later insist upon strict performance with respect to the breach or violation or any future breach or violation.
6. Attorneys' Fees. In the event the Town initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Covenant, the Town shall be entitled to recover from the other party or parties its reasonable costs and attorneys' fees, including its reasonable costs and attorneys' fees on any appeal.

7. Term and Release. This Covenant shall continue to be in effect until the conditions of Section 7 of the SIA have been fulfilled. If drainage Alternative A described in the SIA is completed and accepted by the Town, the Town will execute a Release of this Covenant.
8. Amendment. This Covenant may be amended only by a writing executed by both parties.
9. Notices. All notices given hereunder shall be in writing, and may be given, served or made by depositing the same in the United States mail properly addressed, postage prepaid, for delivery by certified mail with return receipt requested.
10. Headings. The headings of the various paragraphs of this Covenant have been inserted for reference only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Covenant.
11. Severability. Invalidity or unenforceability of any provision of this Covenant in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Covenant.
12. Recordation: Upon execution by this Covenant by the Town and Owner, including any amendments thereto, the Covenant shall be recorded in the real property records of Eagle County, Colorado.
13. Governing Law. This Covenant shall be governed by and construed under Colorado law.
14. Counterparts. This Covenant may be executed in duplicate counterparts.

IN WITNESS WHEREOF, the Town of Minturn and Miners Base Camp LLC have executed this Covenant as of the effective date set forth above.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, City Clerk

MINERS BASE CAMP LLC

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2022
by _____ as Manager of Miners Base Camp LLC.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

DISTRICT COURT, EAGLE COUNTY, STATE OF COLORADO Eagle County Justice Center 885 Chambers Avenue PO Box 597 Eagle, CO 81631	DATE FILED: March 15, 2022 10:03 AM FILING ID: D3E6C68D843DD CASE NUMBER: 2022CV30054
Plaintiff: Miners Base Camp LLC, a Colorado limited liability company v. Defendant: Town of Minturn	<input type="checkbox"/> COURT USE ONLY <input type="checkbox"/>
Attorneys for Plaintiff: Stovall Associates, P.C. Brian W. Bevan, Esq. (#44449) James Wm. Stovall, Esq. (#9202) Matthew Stovall, Esq. (#51509) 175 Main Street, Ste. C-109 Edwards, CO 81632 Tel: 970-949-4200 eFax: 970-797-1874 Email: brian@vailvalleylaw.net; jim@vailvalleylaw.net; matt@vailvalleylaw.net	Case Number:
COMPLAINT	

Plaintiff Miners Base Camp LLC, a Colorado limited liability company (“Plaintiff” or “Miners”), by and through its attorneys Stovall Associates, P.C., for its complaint alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a Colorado limited liability company which owns certain real property located in the Town of Minturn, County of Eagle.
2. Defendant, the Town of Minturn, is a Colorado home rule municipality existing pursuant to the provisions of Article XX of the Colorado Constitution which acts by and through its duly elected Town Council (hereafter, “Defendant” or “Minturn”).

3. Venue in the Eagle County District Court is proper pursuant to C.R.C.P. 98.
4. This Court has jurisdiction pursuant to § 13-1-124, C.R.S.

FACTUAL BACKGROUND

Preliminary Approvals of Belden Place

5. The allegations set forth in the paragraphs above are incorporated herein by reference as if fully set forth herein.
6. Plaintiff, *inter alia*, is in the business of developing real property to build residential homes and sell those homes to third-party purchasers.
7. Starting in approximately 2018, Plaintiff purchased six parcels of real property within the Town of Minturn which are commonly described as: (i) 1251 Main Street; (ii) 1217 & 1221 Main Street; (iii) 1201 & 1207 Main Street (a/k/a the “Christian Property”); (iv) 0078 Vista Barranco; (v) 0046 Vista Barranco; and (vi) 0030 Vista Barranco (collectively referred to hereinafter as the “Property”).
8. Plaintiff, like so many in Eagle County, had become aware of the exorbitant costs of living in the Valley with locals continuing to be forced out due to housing costs and unavailability; thus, Plaintiff had a unique vision for the Property.
9. Although Plaintiff could have developed the Property with an eye toward the most possible profit, it instead chose a different path of reasonable profit and exceptional stewardship for the community.
10. Plaintiff could have used the existing zoning in the Town of Minturn and developed a low-density, residential development to maximize profit for its financial backers; instead it chose to invest in locals and the local workforce.
11. More precisely, Plaintiff decided to submit an application to Minturn to develop the Property as a planned unit development (PUD) with the following goals in mind:
 - Offer sensible homes that reflect the historic scale and appearance of old and new homes littered throughout the Town of Minturn;
 - Provide attainable homes for local, resident families;
 - Create a comprehensive neighborhood that does not overload the Town of Minturn services and support, while supporting new residents with what is needed for quality of place and life; and
 - Develop a much needed and thoughtful array of home choices, including the “missing middle¹” home choice, necessary to fill the financial gap in the

¹ The “missing middle” is used to define a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living.

existing housing market for reasonably priced homes for average income earners.

12. In sum, Plaintiff would develop the Property with local Minturnites in mind as the community creators of this project voluntarily placed buyer-restrictions on homes to ensure second-home owners could not scoop up the residences out of the gate and would prevent further Minturnites from being displaced in their own backyards.
13. Accordingly, Plaintiff submitted its land use application and went through the Defendant's conceptual plan process and then formally submitted its Preliminary Subdivision Plat and Preliminary PUD Development Plan for the Property in early 2021 (the "Preliminary Plan").
14. Plaintiff called the project and Property the Belden Place Subdivision ("Belden Place").
15. Per the Preliminary Plan, Belden Place would allow for the development of forty-one single-family, duplex, and multi-family dwelling units on lots of varying sizes, serviced by a looped access road, sidewalks, and utilities, as well as a parking garage, park, open space, drainage improvements, landscaping, and drainage ways.
16. Belden Place received widespread, community support including a written endorsement from the Vail Valley Partnership which is the regional chamber of commerce with over 900 members throughout Eagle County who collectively represent over 80% of the local workforce.
17. On or about February 1, 2021, Minturn sent the Preliminary Plan out on a 21-day referral to a myriad of referral agencies which included referral comments from, among others, engineering, surveying, staff review, wastewater, town attorney, water demand, transportation, and traffic impact comments.
18. Plaintiff addressed each comment in turn.
19. On or about June 16, 2021, Minturn's Town Council held a public hearing to consider the Preliminary Plan, the applicable standards and findings of Minturn's town code, requested variations, associated reports, referral agency comments and recommendations, staff recommendations and findings, Minturn's Planning Commission recommendations and findings, testimony, and suggested conditions of approval.
20. After such consideration, Minturn approved the Preliminary Plan for Belden Place.
21. Over the next several months, Plaintiff worked tirelessly with Minturn and its staff to address conditions and requirements for the project.
22. On or about March 2, 2022, Minturn's Town Council held a public hearing to consider the Belden Place Final Plan for PUD and Zoning and the Belden Place Final Plat (the "Final Plan") for first reading.

23. After presentation, Town Council discussion, and public comment, the Town Council approved on first reading Belden Place's Final Plan.

The Concurrent Application of Minturn North

24. The allegations set forth in the paragraphs above are incorporated herein by reference as if fully set forth herein.
25. Sometime in early 2020, Minturn received an application for the Minturn Crossing Preliminary Plan for PUD ("Minturn Crossing Preliminary Plan").
26. Upon information and belief, the Minturn Crossing Preliminary Plan seeks to develop an approximately 20-acre parcel of land in the northern area of the Town of Minturn with up to 184 single-family, duplex, and multi-family dwelling units to be constructed in multiple phases with the first phase to consist of a maximum of 70 dwelling units (this project hereafter called "Minturn North").
27. Minturn North's application and Plaintiff's Belden Place application each proceeded through Minturn's required steps for land use approvals.
28. However, Plaintiff was much more expedient and efficient in its application process and, as stated above, received its Preliminary Plan approval from Minturn in June 2021.
29. For reasons unknown, Minturn North's application has progressed much slower than Plaintiff.
30. Indeed, Minturn North has not yet had its hearing on Preliminary Plan approval and has not, as a result, received Preliminary Plan approval or denial from Minturn.
31. Upon information and belief, Minturn North is now up for sale.

Minturn's Water Moratorium and its Preferential Treatment of Minturn North

32. The allegations set forth in the paragraphs above are incorporated herein by reference as if fully set forth herein.
33. New construction projects and projects which increase the footprint or the area of an existing structure proposed to be undertaken within the Town of Minturn are subject to a water application review to receive a water tap and to pay a water system improvement fee in order to connect to Minturn's water system.
34. Minturn's town code defines a system improvement fee ("SIF") as a payment or charge made for a permanent reservation of water plant capacity and the right to use water from the Town water system.

35. Minturn's town code at section 13-1-10 defines its allocation of water taps based on an "SFE" which means "single family equivalent" and which means the basic unit for determination of water charges and usage. One (1) SFE shall be equal to the water required to serve up to three thousand (3,000) square feet of building area as measured from the exterior dimensions of development and two thousand (2,000) square feet of outside irrigated area.
36. On or around May 6, 2020, Minturn enacted an ordinance called "An Ordinance of the Town of Minturn, Colorado Enacting a Moratorium on the Allocation of Water Taps for New Build Construction Projects Requiring More than Three Single Family Equivalent Units" (the "Water Moratorium"). A copy of the Water Moratorium is attached hereto as Exhibit 1.
37. The Water Moratorium acknowledged that Minturn has at least 70 water taps (or, SFEs) for use within the Town of Minturn based upon its current water infrastructure.
38. As opposed to a true moratorium, however, the Water Moratorium benefits and prioritizes Minturn North's needs over Plaintiff's Belden Place.
39. By its express terms, the Water Moratorium acknowledges Minturn North and Minturn North's potential water tap needs based upon SFEs.
40. Upon information and belief, Minturn and Minturn North promulgated the Water Moratorium together to the exclusion of other, similarly situated parties.
41. By its express terms, the Water Moratorium states that "...*should* [Minturn North's] Application be approved by the Town Council following the process for review and approval of Preliminary Plan for Planned Unit Development outlined within the Code, the Town *may* enter into an Agreement with the Applicant [*i.e.*, Minturn North] that commits the Town water system to serve the first phase of the PUD up to 70 SFEs in exchange for the pre-payment of water system improvement fees by the Applicant." *See* Exhibit 1.
42. The Water Moratorium further states, "A moratorium commencing on April 8, 2020 is hereby imposed on...new construction projects within the Town's water service area that will require more than three (3) new Single Family Equivalents [SFEs]..." *See* Exhibit 1.
43. The Water Moratorium further states, "...this limitation may be modified on a case-by-case basis by the Town Council based upon a specific application." *See* Exhibit 1.
44. The Water Moratorium further states, "This Ordinance *shall* be reviewed by Council every twelve months and may be continued (including continued with modifications) for an additional twelve month period by a majority vote." *See* Exhibit 1.

Plaintiff's Reliance on the Plain Language of the Town Code and the Water Moratorium

45. The allegations set forth in the paragraphs above are incorporated herein by reference as if fully set forth herein.
46. When Plaintiff submitted its application and its Preliminary Plan for Belden Place, it looked to Minturn's town code to determine its water demands and how many SFEs it would need to build the project.
47. The Property already had approximately nineteen SFEs in place based upon its historical use.
48. Plaintiff looked to the plain language in the code that one SFE shall be equal to the water required to serve up to three thousand (3,000) square feet of building area as measured from the exterior dimensions of development and two thousand (2,000) square feet of outside irrigated area.
49. Pursuant to the 3,000/2,000 square feet definition for an SFE, Plaintiff determined it may be approximately three water taps short to fully build out the project; Plaintiff was okay with that minimal risk.
50. Plaintiff submitted its application and Preliminary Plan accordingly and Minturn did not indicate the analysis was incorrect.

Minturn's Arbitrary Application of the Water Moratorium and Town Code

51. The allegations set forth in the paragraphs above are incorporated herein by reference as if fully set forth herein.
52. As Plaintiff's application continued through Minturn's approval process, myriad meetings, emails, telephone calls, etc. were had between Plaintiff's representatives and Minturn's to address varying issues.
53. At one point in time, Plaintiff learned about the Water Moratorium; however, when Plaintiff's representatives inquired about it, Minturn indicated that the 70 water taps referenced in the Water Moratorium were not guaranteed to Minturn North.
54. As Plaintiff got closer to Final Plan submittal, however, the indications it began receiving from representatives of Minturn were that Minturn North actually was guaranteed the 70 water taps described in the Water Moratorium and that Plaintiff had wrongly analyzed how many water taps it would need to build out the project because Minturn did not actually calculate SFEs based upon the plain language in its code.
55. Pursuant to the Water Moratorium's express language which allows any limitation in the Water Moratorium be modified on a case-by-case basis, Plaintiff submitted a specific

application to the Town Council and requested water taps on or around December 6, 2021. A copy of the Specific Application is attached hereto as Exhibit 2.

56. Plaintiff asked for its December 6th request to be placed on the agenda for Town Council's February 16, 2022 meeting.
57. Although the Water Moratorium states that it *shall* be reviewed every twelve months and it *may* be continued after such review, Minturn had never reviewed it since enacting it on May 6, 2020 (upon information and belief).
58. In what cannot be a coincidence, Minturn put on the agenda for the February 16, 2022 Town Council meeting, a business item to “renew [*i.e.*, not “review”] a moratorium on the allocation of water taps for new build construction projects requiring more than three single family equivalent units [*i.e.*, the Water Moratorium].”
59. Minturn put the item on the agenda to be heard before Plaintiff presented its case for water taps even though it had not reviewed the Water Moratorium, as required, for the previous twenty-one months.
60. The Town Council voted to approve the renewal of the Water Moratorium for an additional twelve months.
61. After the vote, Plaintiff put on a detailed presentation detailing why it needed the water taps, why it should be approved on a case-by-case basis pursuant to the Water Moratorium, and the fact that Belden Place's unique design allowed it to, in fact, use far less water than each SFE would provide. A copy of the power point presentation is attached hereto as Exhibit 3.
62. Despite Plaintiff's presentation, the Town Council did not approve Plaintiff's request for the water taps it asked for in its December 6, 2022 specific application.
63. During Town Council discussion regarding the Water Moratorium and Plaintiff's request for water taps, Minturn made a number of troubling representations.
64. Despite the past statements to the contrary, Minturn now stated that the 70 water taps acknowledged in the Water Moratorium are actually guaranteed to go to Minturn North.
65. This assertion is contrary to the express language in the Water Moratorium which states, *should* Minturn North's application be approved by the Town Council following the process for review and approval of Preliminary Plan for Planned Unit Development outlined within the Code – it has not – the Town *may* enter into an agreement with Minturn North.
66. Accordingly, Plaintiff never actually had a legitimate chance to receive the requested water taps because Minturn had already guaranteed them – likely, at the time it enacted

the Water Moratorium – to Minturn North despite the Water Moratorium’s plain language.

67. Despite the plain language in Minturn’s code regarding how one SFE is determined, Minturn now told Plaintiff that it determines an SFE based upon a residence’s number of bedrooms, washing machines, and bathrooms. (Even though that determination is not in the code.)
68. In sum, Minturn’s actions and how it has arbitrarily and capriciously implemented its code and the Water Moratorium toward Plaintiff is contrary to the plain language of each document and contrary to similarly situated development applicants.
69. During its entire approval process and the millions of dollars spent, Plaintiff has relied on the plain language of the code and the Water Moratorium.
70. Plaintiff was reasonable in its reliance and has been detrimentally affected because of Minturn’s actions.

FIRST CAUSE OF ACTION
(C.R.C.P. 106(a)(4))

71. The allegations set forth in the paragraphs above are incorporated herein by reference as if fully set forth herein.
72. In regard to Plaintiff’s request for water taps in its December 6, 2022 specific application and the public hearing thereon held in front of Minturn’s Town Council on February 16, 2022, Minturn abused its discretion and exceeded its jurisdiction in at least the following respects:
 - a. The plain language of the Water Moratorium does not provide Minturn North with 70 water taps, it only allows for that possibility if certain conditions are met;
 - b. Regardless, Minturn stated that it had, in fact, guaranteed the 70 water taps to Minturn North pursuant to the Water Moratorium which is in plain contradiction to the Water Moratorium’s language that it passed twenty-one months prior;
 - c. Minturn never reviewed the Water Moratorium after twelve months even though it was required to do so per its plain language;
 - d. When Plaintiff requested to be put on the agenda to hear its specific application for water taps, Minturn arbitrarily set its own agenda line item before Plaintiff’s line item to renew (rather than the required “review”) the Water Moratorium;
73. In regard to Plaintiff’s application for water taps, Minturn abused its discretion and exceeded its jurisdiction in at least the following respects:

- a. Minturn’s town code defines its allocation of water taps based on an “SFE” which means “single family equivalent” and which means the basic unit for determination of water charges and usage. One (1) SFE shall be equal to the water required to serve up to three thousand (3,000) square feet of building area as measured from the exterior dimensions of development and two thousand (2,000) square feet of outside irrigated area. Plaintiff based its water demand and water tap requirements based upon this plain language, yet Minturn denied that application and based it upon a completely different standard not contained in its code;
 - b. Minturn based its application of water taps and SFEs not on its code but on the number of bedrooms, bathrooms, and washing machines a residence might have.
74. As a result of Minturn’s abuse of discretion, Plaintiff has been damaged in an amount to be proven at trial.

SECOND CAUSE OF ACTION
(Relief Under Colorado Constitution Art. II §25)

75. The allegations set forth in the paragraphs above are incorporated herein by reference as if fully set forth herein.
76. Minturn was acting under the color of state law at all times relevant to this Complaint.
77. Under Article II, §25 of the Colorado Constitution, no person shall be deprived of life, liberty, or property without due process of law; inherent in the due process clause is a guarantee of equal protection of the laws.
78. Plaintiff is similarly situated to Minturn North because it is also developing its Property to build residential homes and requires more than three SFEs for the development.
79. However, Plaintiff was not given the same opportunity as Minturn North, and then was denied when it requested water taps to develop Plaintiff’s Property.
80. Minturn’s actions in how it applied the Water Moratorium and how it applied its application of SFEs towards Plaintiff were arbitrary and capricious.
81. As a direct result of Minturn’s actions, Plaintiff’s constitutional rights have been violated.

THIRD CAUSE OF ACTION
(Declaratory Relief)

82. The allegations set forth in the paragraphs above are incorporated herein by reference as if set forth herein verbatim.
83. Declaratory relief is provided for in § 13-51-101, et seq., C.R.S. and C.R.C.P. 57.

84. This Court is empowered such that any person interested under a deed, will, written contract, or other writings constituting a contract, or whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder.

85. Plaintiff's interests, rights, and obligations are affected by the Water Moratorium and Minturn's town code regarding water taps and resultant SFEs.

86. Accordingly, Plaintiff seeks to have determined the following questions of construction and/or validity of such undertakings and otherwise obtain declaration from this Court of its rights or other legal relations thereunder:

- a. That the Water Moratorium did not guarantee Minturn's 70 available water taps to Minturn North;
- b. That Minturn's subsequent guarantee of the 70 water taps is a breach of the Water Moratorium;
- c. That Minturn's denial of Plaintiff's specific application was arbitrary and capricious and based upon an incorrect application of the Water Moratorium;
- d. That Minturn's application of its town code regarding SFEs being based upon number of bedrooms, bathrooms, and washing machines is incorrect and in contrast with the plain language of the code which states that one (1) SFE shall be equal to the water required to serve up to three thousand (3,000) square feet of building area as measured from the exterior dimensions of development and two thousand (2,000) square feet of outside irrigated area;
- e. That Minturn arbitrarily scheduled the renewal of the Water Moratorium ten months after its required review only because Plaintiff made a specific application for water taps.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and against Minturn as follows:

- a. That this Court enter an order directing Minturn to produce the record of the proceedings before Minturn's Town Council on February 16, 2022, and the record of the proceedings before Minturn's Town Council in which the Water Moratorium was enacted and, after briefing and a review of that record, reverse Minturn's denial and approve Plaintiff's requested water taps;
- b. That this Court enter an order that Minturn abused its discretion and exceeded its jurisdiction in its application of the Water Moratorium concerning Minturn North;

- c. That this Court enter an order that Minturn abused its discretion and exceeded its jurisdiction in its application of its town code regarding how SFEs are determined as applied to Plaintiff;
- d. That this Court enter an order that Minturn abused its discretion and exceeded its jurisdiction when renewing the Water Moratorium just before Plaintiff's application which was ten months late;
- e. That this Court enter an order that Minturn violated Plaintiff's constitutional rights regarding equal protection of the laws;
- f. That this Court provide declaratory relief as provided for in paragraph 87 a. through e. as stated above;
- g. For all costs, expenses, expert witness fees, investigation costs, and attorneys' fees as allowed by law, contract, and/or rule; and
- h. For such other and further relief as the Court deems just and proper.

Respectfully submitted this March 15, 2022.

STOVALL ASSOCIATES, P.C.

/s/ Brian W. Bevan, Esq.
Attorneys for Plaintiff
175 Main Street, Ste. C-109
Edwards, CO 81632
brian@vailvalleylaw.net
970-949-4200



LAND DEVELOPMENT APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 302 Pine Street

Minturn, Colorado 81645-0309

Phone: 970-827-5645

Fax: 970-827-5545

Email: planner@minturn.org

APPLICANT:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
OWNER(S) OF RECORD:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
DEVELOPER:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
ENGINEERING FIRM:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
Submittal Date				Planner:	
Parcel ID Number				<i>(Example: 210326325001) from your full card printout</i>	
Address or Intersection					
Brief Legal Description					
Subdivision Name & Filing #					
Project Description					
	Existing		Proposed:		
Zoning:					
Land Use:					
Total Acres:					
F.A.R./Density:					
Project Name:					
Related Case #'s:					
CASE TYPE					
PUD CDP: Concept Dev. Plan	PP: Prelim. Subdivision Plat	DRB – P: Des. Rev. Bd. Prelim	A-FP: Fence Permit		
PUD PDP: Prelim. Dev. Plan	FP: Final Subdivision Plat	DRB – F: Des. Rev. Bd. Final	A-MOD: Modification/Add		
PUD FDP: Final Dev. Plan	MS: Minor Subdivision	ADM: Admin. Des. Review	A-MIN: Minor Ext. Mod.		
PUD ASP: Admin. Site Plan	ASR: Admin. Subdivision Replat	A-SIGN: Admin. Sign Review	ANNEX: Annexation		
PUD FDP A: Amendment	V: Vacation of Easement	A-DIG: Admin. Dig Permit	TU: Temporary Use		
LU-V: Land Use – Variance	R.O.W. Vacation	A-DEMO: Admin. Demo Per.	CU: Conditional Use		
NU –V: Non Use – Variance	ZONE DISTRICT AMENDMENT	A-LTD: Admin. Limited Use	APPLS: Appeals		
This section for OFFICE USE ONLY					
Case No:	Case Mgr.	Case Eng.			
Fees Paid	Y	N	\$	Dates Referred Out	
Dates to be Returned			Planning Comm Date:		



LAND DEVELOPMENT APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 302 Pine Street

Minturn, Colorado 81645-0309

Phone: 970-827-5645

Fax: 970-827-5545

Email: planner@minturn.org

APPLICANT:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
OWNER(S) OF RECORD:		ADDRESS:		SIGNATURE:	
				NAME:	
		PHONE:	FAX:		
		EMAIL:		TITLE:	
DEVELOPER:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
ENGINEERING FIRM:		ADDRESS:		CONTACT PERSON:	
		PHONE:	FAX:		
		EMAIL:			
Submittal Date				Planner:	
Parcel ID Number				<i>(Example: 210326325001) from your full card printout</i>	
Address or Intersection					
Brief Legal Description					
Subdivision Name & Filing #					
Project Description					
		Existing		Proposed:	
Zoning:					
Land Use:					
Total Acres:					
F.A.R./Density:					
Project Name:					
Related Case #'s:					
CASE TYPE					
PUD CDP: Concept Dev. Plan	PP: Prelim. Subdivision Plat	DRB – P: Des. Rev. Bd. Prelim	A-FP: Fence Permit		
PUD PDP: Prelim. Dev. Plan	FP: Final Subdivision Plat	DRB – F: Des. Rev. Bd. Final	A-MOD: Modification/Add		
PUD FDP: Final Dev. Plan	MS: Minor Subdivision	ADM: Admin. Des. Review	A-MIN: Minor Ext. Mod.		
PUD ASP: Admin. Site Plan	ASR: Admin. Subdivision Replat	A-SIGN: Admin. Sign Review	ANNEX: Annexation		
PUD FDP A: Amendment	V: Vacation of Easement	A-DIG: Admin. Dig Permit	TU: Temporary Use		
LU-V: Land Use – Variance	R.O.W. Vacation	A-DEMO: Admin. Demo Per.	CU: Conditional Use		
NU –V: Non Use – Variance	ZONE DISTRICT AMENDMENT	A-LTD: Admin. Limited Use	APPLS: Appeals		
This section for OFFICE USE ONLY					
Case No:	Case Mgr.	Case Eng.			
Fees Paid	Y	N	\$	Dates Referred Out	
Dates to be Returned				Planning Comm Date:	

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 07 – SERIES 2022

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO RESCINDING THE FINAL DEVELOPMENT
PLAN FOR PLANNED UNIT DEVELOPMENT FOR BELDEN
PLACE PUD

WHEREAS, on March 16, 2022 the Town Council approved Ordinance No. 4 – Series 2022 approving the Final Development Plan for Planned Unit Development for Belden Place PUD ; and

WHEREAS, the day prior to Council’s approval, Miner’s Base Camp, LLC had filed a Complaint against the Town challenging, in part, elements of the approval of the PUD Final Development Plan, Final Subdivision Plat, and the Subdivision Improvement Agreement; and

WHEREAS, filing the Complaint triggered Section 16-21-740 of the Town Code which operates as a stay for the processing and issuance of development applications and development approvals; and

WHEREAS, Miner’s Base Camp representatives failed to disclose that the Complaint had been filed to the Town; and

WHEREAS, under the provisions of Section 16-21-740, the Minturn Town Council lacked authority to grant the approval of the Cost Share Agreement; and

WHEREAS, The Town Council hereby rescinds its approval of Ordinance No. 4 – Series 2022 and the Final Development Plan for the Planned Unit Development for Belden Place PUD.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. That Ordinance No. 4 – Series 2022 and the Belden Place Final Development Plan is hereby rescinded.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 4th DAY OF MAY, 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18th DAY OF MAY, 2021 AT 5:30p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 18th DAY OF MAY, 2022.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 8 – SERIES 2022**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO RESCINDING THE FINAL SUBDIVISION
PLAT FOR THE BELDEN PLACE PUD**

WHEREAS, on March 16, 2022 the Town Council approved Ordinance No. 5 – Series 2022 approving the Final Subdivision Plat for Planned Unit Development for Belden Place PUD ; and

WHEREAS, the day prior to Council’s approval, Miner’s Base Camp, LLC had filed a Complaint against the Town challenging, in part, elements of the approval of the PUD Final Development Plan, Final Subdivision Plat, and the Subdivision Improvement Agreement; and

WHEREAS, filing the Complaint triggered Section 16-21-740 of the Town Code which operates as a stay for the processing and issuance of development applications and development approvals; and

WHEREAS, Miner’s Base Camp representatives failed to disclose that the Complaint had been filed to the Town; and

WHEREAS, under the provisions of Section 16-21-740, the Minturn Town Council lacked authority to grant the approval of the Final Subdivision Plat; and

WHEREAS, The Town Council hereby rescinds its approval of Ordinance No. 5 – Series 2022 and the Final Subdivision Plat for Belden Place PUD.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. That Ordinance No. 5 – Series 2022 and the Final Subdivision Plat for Belden Place, P.U.D. are hereby rescinded.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 4th DAY OF MAY, 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18th DAY OF MAY, 2021 AT 5:30p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 18th DAY OF MAY, 2022.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 17 – SERIES 2022**

**A RESOLUTION RESCINDING THE BELDEN PLACE FINAL PLAN FOR PLANNED
UNIT DEVELOPMENT (PUD) SUBDIVISION IMPROVEMENTS AGREEMENT**

WHEREAS, on March 16, 2022 as part of the Belden Place PUD Final Development Plan and Final Subdivision Plat approvals the Town approved a Subdivision Improvement Agreement (“SIA”); and

WHEREAS, the day prior to Council’s approval of the SIA, Miner’s Base Camp, LLC had filed a Complaint against the Town challenging, in part, elements of the approval of the PUD, Final Plat, and the Subdivision Improvement Agreement; and

WHEREAS, filing the Complaint triggered Section 16-21-740 of the Town Code which operates as a stay for the processing and issuance of development applications and development approvals; and

WHEREAS, Miner’s Base Camp representatives failed to disclose that the Complaint had been filed to the Town; and

WHEREAS, under the provisions of Section 16-21-740, the Minturn Town Council lacked authority to grant the approval of the SIA; and

WHEREAS, The Town Council hereby rescinds its approval of Resolution 8 – Series 2022 and the SIA.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO THAT:

1. The foregoing recitals are hereby incorporated as if set forth in full.
2. The Minturn Town Council hereby rescinds Resolution No. 8 – Series 2022 and the Belden Place PUD Subdivision Improvements Agreement.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS 4th DAY OF MAY, 2022.

TOWN OF MINTURN:

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 18 – SERIES 2022**

**A RESOLUTION RESCINDING A COST SHARE
AGREEMENT FOR THE CONSTRUCTION OF A
STORMWATER SEWER IMPROVEMENT BETWEEN
MINERS BASE CAMP AND THE TOWN OF MINTURN,
COLORADO**

WHEREAS, on March 16, 2022 as part of the Belden Place PUD Final Development Plan and Final Subdivision Plat approvals the Town approved a Cost Share Agreement related to stormwater improvements; and

WHEREAS, the day prior to Council’s approval of the Cost Share Agreement, Miner’s Base Camp, LLC had filed a Complaint against the Town challenging, in part, elements of the approval of the PUD, Final Plat, and the Subdivision Improvement Agreement; and

WHEREAS, filing the Complaint triggered Section 16-21-740 of the Town Code which operates as a stay for the processing and issuance of development applications and development approvals; and

WHEREAS, Miner’s Base Camp representatives failed to disclose that the Complaint had been filed to the Town; and

WHEREAS, under the provisions of Section 16-21-740, the Minturn Town Council lacked authority to grant the approval of the Cost Share Agreement; and

WHEREAS, The Town Council hereby rescinds its approval of Resolution 10 – Series 2022 and the Cost Share Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF MINTURN, COLORADO:**

1. The foregoing recitals are hereby incorporated as if set forth in full.
2. The Minturn Town Council hereby rescinds its approval of Resolution 10 – Series 2022 and the Cost Share Agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 4th
day of May, 2022.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk



To: Minturn Town Council
From: Michelle Metteer
Date: May 4, 2022
RE: Pine Street Phase 1 Repair & Replace

REQUEST:

Approve the Pine Street Phase 1 Improvements.

INTRODUCTION:

Pine Street is in need of a full replacement from the 300-600 block. This includes a complete mill, overlay, drain pan, sidewalk replacement (in sections), and new drainage. The Town does not have the necessary funds to complete this project all at once and so Council provided direction in the fall of 2021 to make the repairs in three phases as budgeting allowed. The costs for Phase 1 of the Pine Street repairs were approved as part of the budget process in 2021.

ANALYSIS:

Phase 1 of the Pine Street repairs is effectively the easiest of the three phases from both a timeline, impact and budgetary perspective. Phases 2 & 3 will wait to occur until funds become available.

Due to the pending increases in oil costs expected this June, the construction timeline has been bumped up from July to May. Preliminary construction notices have already been left on the doors of all residences on the 300-block with more information forthcoming after the pre-construction meeting.

COMMUNITY INPUT: Multiple public meetings were held and community input was received.

BUDGET / STAFF IMPACT: \$233,298.00

STRATEGIC PLAN ALIGNMENT:

Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn

RECOMMENDED ACTION OR PROPOSED MOTION: Approve contract.

ATTACHMENTS:

- Pine Street Roadway Improvements Project Manual (including contract)
- Pine Street Roadway Improvements - Phase 1 Construction Plans
- Addendum to Contract

PINE STREET ROADWAY IMPROVEMENTS: PROJECT MANUAL

TOWN OF MINTURN



April 21, 2022

Prepared by



PO Box 978
30 Benchmark Rd, Suite 216
Avon, CO 81620
970.949.5072

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BIDDING AND CONTRACT REQUIREMENTS

NA - 1	Notice of Award
CA-1 to CA-4	Construction Agreement
BF	Bid Tab
PB	Performance & Payment Bonds – Exhibit A (contractors form of Bond)
NP-1	Notice to Proceed
CO-1	Change Order
GC-1 to GC-47	General Conditions
SC-1 to SC-13	Special Conditions

SCOPE OF WORK

Demolition of existing asphalt and concrete hardscape, storm sewer, and landscaping, and associated earthwork and re-grading. Installation of asphalt paving, curb & gutter, sidewalks and ADA ramps, storm sewer structures and piping, signage, pavement marking and striping, and other associated work as called for in the Construction Plans.

CONSTRUCTION PLANS:

1. Pine Street Roadway Improvements – Phase I
Sheets C1 through C10 Prepared by Inter-Mountain Engineering and dated April 15, 2022
2. Traffic Control Plan
Prepared by Christina Meeney– 360 Paving; Road Closed - Pine Street Phase One

**TOWN OF MINTURN
PINE STREET ROADWAY IMPROVEMENTS**

BID FORM

PROPOSAL OF _____,

An individual doing business as _____,

A partnership consisting of _____,

A corporation organized and existing under the Laws of the State of Colorado.

To: Town of Minturn
P.O. Box 309
Minturn, Colorado 81645

BASE BID (Pine Street Roadway Improvements)

Pursuant to the Advertisement for Bid and Instructions to Bidders, issued by the Town of Minturn, Colorado, furnish all labor and materials required for the Pine Street Roadway Improvement Project, Town of Minturn, Colorado, and appurtenant work as shown on the Drawings and Specifications, all for the TOTAL sum of Base Bid: _____ Dollars (\$ _____) as per the **attached Bid Form Schedule**.

Addenda

L-1 _____ L-3 _____ L-5 _____

L-2 _____ L-4 _____ L-6 _____

The OWNER will act on this Proposal within forty-five (45) days following receipt. Upon acceptance and award of the Contract to the undersigned by the OWNER, the undersigned shall execute the Contract Documents, and furnish Performance and Payment Bonds for the full amount of the Contract within ten (7) calendar days to insure proper compliance with the terms and provisions of the Contract, to guarantee the WORK until final completion and acceptance including the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

PHASE I

Pine Street - Phase I ~326 LF

Bid Tab

Project Number: 200068

Date: April 15, 2022

Item	Description	PHASE 1			
		Quantity	Unit	Unit Price	Total
1 General Conditions					
a	Mobilization	1	LS	\$11,000.00	\$11,000.00
b	Traffic Control	1	LS	\$32,000.00	\$32,000.00
c	Construction Staking	1	LS	\$6,000.00	\$6,000.00
d	Performance Bond	1	LS	\$6,032.00	\$6,032.00
Subtotal - General Conditions					\$55,032.00
2 Demolition					
a	Sawcutting Asphalt/Concrete Material (Assume 4")	190	LF	\$5.50	\$1,045.00
b	Pulverize & Reshape Existing Asphalt	10,835	SF	\$2.50	\$27,087.50
c	Removal of Existing Roadbase (Assumes 6" Depth)	11,785	SF	\$0.00	\$0.00
d	Removal of Existing Roadbase (Assumes 4" Depth)	850	SF	\$3.05	\$2,592.50
e	Removal of 1.5' Concrete Curb & Gutter	3	LF	\$150.00	\$450.00
f	Removal of Existing Pavers	100	SF	\$5.00	\$500.00
h	Removal of Existing Aspen Trees (4"-6" Dia)	2	EA	\$160.00	\$320.00
i	Temporary Removal of Street Sign & Post	2	EA	\$260.00	\$520.00
j	Temporary Removal of Wooden Fencing (4' Ht)	70	I.F	\$260.00	\$18,200.00
Subtotal - Demolition					\$50,715.00
3 Roadway Construction					
3.1 Roadway					
a	Install 4" Asphalt Paving (2-Lifts) (PG 58-28) - (Complete-In-Place)	273	TONS	\$137.00	\$37,401.00
b	Install 6" Class 6 Road Base - (Complete-In-Place)	100	TONS	\$65.00	\$6,500.00
c	Subgrade Prep (Scarify 6"-8" Depth, Re-Shape, Moisture Condition, & Recompact)	9,910	SF	\$0.50	\$4,955.00
d	Install 4" White Striping (Solvent Based)	0	LF		\$0.00
Subtotal					\$48,856.00
3.2 Curb and Gutter					
a	Install 30" CDOT Type II (Catch) Curb and Gutter w/ Sinta 19 Fibers *ADA Ramp Quantity Excluded*	330	LF	\$59.00	\$19,470.00
b	Install 4" Class 6 Road Base - (Complete-In-Place)	24	TONS	\$150.00	\$3,600.00
c	Install 2.0' Concrete Valley Pan (6" Depth) w/ Sinta 19 Fibers	95	LF	\$53.00	\$5,035.00
Subtotal					\$28,105.00
3.3 Sidewalks					
a	Subgrade Prep (Fine Grading, Moisture Condition, & Recompact)	910	SF	\$1.10	\$1,001.00
b	Install 4" Class 6 Road Base - (Complete-In-Place)	93	TONS	\$103.00	\$9,579.00
c	Install 4" Thick Concrete 4' Sidewalks & Drive Apron w/ Sinta 19 Fibers - *ADA Ramp Quantity Excluded*	910	SF	\$14.00	\$12,740.00
d	Install CDOT Type 2 Directional Curb Ramp w/ Truncated Domes (Complete-In-Place)	1	EA	\$3,525.00	\$3,525.00
e	Install CDOT Type 2 Diagonal Curb Ramp w/ Truncated Domes (Complete-In-Place)	1	EA	\$3,525.00	\$3,525.00
Subtotal					\$30,370.00
3.4 Miscellaneous					
a	Re-Install Street Sign & Post	2	EA	\$500.00	1,000.00
b	Re-Install Wooden Fencing (4' Ht)	70	I.F	\$10.00	700.00
c	Other				
Subtotal					1,700.00

						Subtotal - Roadway Construction	109,031.00
4 Storm Water /Utilities							
4.1		Inlets					
	a	Install CDOT Type 13 Curb Combination Inlet (H=3.5')	1	EACH	\$9,000.00		9,000.00
4.2		Storm Water					
	a	Install 18" HDPE (HP STORM) (Complete-In-Place) *Includes Tie-In*	34	LF	\$280.00		9,520.00
						Subtotal - Stormsewer	18,520.00
						TOTAL - Construction Costs	233,298.00
<i>**Disclaimer: Contractor responsible to confirm actual project quantities and shall include all associated costs in the Unit Price to complete the Work. Engineer quantity estimates are based on current plans and current information available at this time. Actual quantities and costs may change once the project elements are finalized or negotiated or due to construction market volatility, unforeseen conditions and time of construction.</i>							

Work under this Contract shall commence not later than **July 7, 2022** (*weather permitting), and the undersigned shall cause WORK to progress in a manner satisfactory to the OWNER. Such work shall be completed no later than **July 31, 2022**. The undersigned Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter, as hereafter provided in the Special Conditions.

The undersigned certifies that the Bid prices contained in this Proposal have been carefully checked and are submitted correct and final.

Signed at _____, this _____ day of _____, 2022.

Contractor's License No. _____

NOTICE OF AWARD

TO: 360 Paving, LLC
P.O. Box 2247 (CONTRACTOR)
Gypsum, CO 81637

PROJECT DESCRIPTION: Town of Minturn – Pine Street Roadway Improvements

The Town of Minturn, Colorado has considered the BID submitted by you for the above-described Project in response to its Advertisement for Bid, dated **March 1, 2021**, and Instructions to Bidders.

You are here by notified that your BID has been accepted for the Pine Street Roadway Improvements Project in the amount of ***Two Hundred Thirty-Three Thousand, Two Hundred and Ninty-Eight Dollars and Fifty Cents (\$233,298.00)***.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR’S PERFORMANCE & PAYMENT BOND and Certificates of Insurance within ten (10) calendar days from the date of this NOTICE OF AWARD to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, the Town of Minturn, Colorado, will be entitled to consider all your rights arising out of acceptance of your BID as abandoned. The Town of Minturn, Colorado will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town of Minturn, Colorado.

Dated this ____ day of, _____ 2022

Town of Minturn, Colorado
(OWNER)

By: _____

Michelle Metteer, Town Manager Manager

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____, this the _____ day of _____, 2016.

By: _____

Title: _____

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year of 2022 by and between:

Town of Minturn, Colorado (hereinafter called OWNER) and 360 Paving, LLC
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The Project's WORK is generally described as follows, but not limited to:

Pine Street Roadway Improvement Project

- Demolition of existing asphalt and concrete hardscape, stormsewer, and landscaping, and associated earthwork and re-grading.
- Installation of asphalt paving, curb & gutter, sidewalks and ADA ramps
- Installation of storm sewer structures and piping
- Installation of signage, pavement marking and striping
- Installation of wooden fencing

The project for which the WORK under the Contract Documents may be the whole, only a part or any combination of is generally described as follows:

Town of Minturn – Pine Street Roadway Improvement Project Phase 1

Article 2. ENGINEER

The Town of Minturn, Colorado, herin after called OWNER, and Inter-Mountain Engineering, hereinafter called ENGINEER, will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER and OWNER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The WORK will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions. All WORK will be completed between the dates of May 1 2022 and July 15, 2022 with the following exceptions: **NONE**

Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of WORK in accordance with the Contract Documents, in current funds, as follows:

(see attached copy of CONTRACTOR'S Bid)

Article 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in Article 14 of the General Conditions.

Article 6. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress, or performance of the WORK.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting the cost, progress, or performance of the WORK which were relied upon by ENGINEER in the preparation of the Contract Documents, and which have been identified in the Special Conditions.
- 6.3 CONTRACTOR has given ENGINEER any conflicts, errors or discrepancies that they have discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.4 Construction Agreement (pages CA-1 to CA-4)
- 7.5 Notice to Proceed (page NP-1)
- 7.6 General Conditions (pages GC-1 to GC-47, inclusive)
- 7.7 Special Conditions (pages SC-1 to SC-13, inclusive)

- 7.8 Plans, consisting of the sheets listed in the Index of Drawings following Table of Contents in Project Manual.
- 7.9 Addenda numbers (none)
- 7.10 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended, or repealed by modifications (as defined in Article 1 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9. OTHER PROVISIONS

- 9.1 Pursuant to Section 24-91-103.6, C.R.S., the OWNER hereby states that it has appropriated an amount equal to or in excess of the Contract amount. OWNER shall not issue a Change Order or other form of order or directive requiring additional compensable WORK to be performed, which WORK causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless CONTRACTOR is given written assurance by the public entity that lawful appropriations to cover the costs of the additional WORK have been made.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2022

OWNER, Town of Minturn, Colorado

CONTRACTOR, 360 Paving, LLC

By: _____
Michelle Metteer, Town Manager

By: _____
President

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

Town of Minturn
PO Box 309
Minturn, CO 81645

P.O. Box 2247
Gypsum, CO 81637

License No. _____

Agent for service of process:

NOTICE TO PROCEED

TO: 360 Paving LLC
(CONTRACTOR)
PO Box 2247
Gypsum, CO 81637

(Address)

Date: _____

Project: Town of Minturn,
Pine Street Roadway
Improvement Project
Phase 1

You are hereby notified to commence the WORK in accordance with the Agreement dated _____, 2022 on or before May 10, 2022 (*weather permitting) and you are to complete the WORK between the dates of May 1, 2022 and July 15, 2022.

Town of Minturn, Colorado

By: _____

Title: Michelle Metteer, Town Manager

Address: P.O. Box 309

Minturn, CO 81645

Telephone: (970) 827 – 5645

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____,
(CONTRACTOR)

This the _____ day of _____, 2022.

By _____

Title: _____

Telephone: _____

CHANGE ORDER

Order No.:0

Date: X/XX/22

Agreement Date: X/XX/22

NAME OF PROJECT: Town of Minturn,
Pine Street Roadway Improvement Project

OWNER: Town of Minturn, Colorado

CONTRACTOR: 360 Paving LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:
Justification:

Change to CONTRACT PRICE: \$00.00
Original CONTRACT PRICE: \$00.00

Current CONTRACT PRICE *\$00.00*

The CONTRACT PRICE due to this CHANGE ORDER will be increased by \$00.00.

The new CONTRACT PRICE including this CHANGE ORDER will be \$00.00.

Change to CONTRACT TIME: NA

The CONTRACT TIME will be (increased)(decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date)

APPROVALS REQUIRED:

Approved by Engineer: _____

Accepted by Contractor: _____

Accepted and Approved by Owner: _____

Federal Agency Approval (where applicable): _____

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GENERAL CONDITIONS

ARTICLE I DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated (which are applicable to both the singular and plural thereof):

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work and/or adjustment in the Contract Price of the Contract Time issued after the effective date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, the General Conditions, the Special Conditions, the Drawings (as the same are more specifically identified in the Agreement), together with all Modifications issued after the execution of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of Work.

Contractor - The person, firm or corporation with whom OWNER has entered into this Agreement.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

Drawings - the drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.

Effective Date of Agreement - the date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer - Wherever the word "Engineer" occurs in these Contract Documents, the word shall signify the Town Engineer as designated by the Town of Minturn to be the Engineer for the Work.

Field Order - A written order issued by Engineer which orders minor changes in the Work in accordance with paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award - The written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions, precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

Notice to Proceed - A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents.

Owner - The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Agreement and for whom the Work is to be provided.

Project - The total construction of which the Work to be provided under the contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - all drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended, including completion or resolution of all bid items; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction all as required by the Contract Documents.

END OF ARTICLE 1

ARTICLE 2
PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3 The Contract time will commence to run on the thirtieth (30th) day after the effective date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement.

Starting the Project:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy that CONTRACTOR may discover.

2.6 Within ten days after the effective date of the Agreement (unless otherwise specified in the Special Conditions or General Requirements), CONTRACTOR shall submit to ENGINEER for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawings submissions, and a preliminary schedule of values of the Work. OWNER may request phasing, schedule milestones, or other key intermediate, substantial, and final completion dates as described in the Special Conditions.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.3 and 5.4; and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

Pre-Construction Conference:

2.8 Within, twenty days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference will be held for review and acceptance of the schedules referred to in paragraph 2.6, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payments, and to establish a working understanding among the parties as to the Work.

END OF ARTICLE 2

ARTICLE 3
CONTRACT DOCUMENTS: INTENT AND REUSE

Intent:

3.1 The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification. The Contract Documents constitute the entire agreement between the parties hereto, relating to the project, and they set forth the rights, duties and obligations of each to the other as of the date of execution thereof. Any prior or subsequent agreements, promises, negotiations, or representations of any nature, not expressly set forth in the Contract Document, are of no force or effect.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby.

3.3 It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.3.

3.4 The Contract Documents and all related matters thereto and thereunder shall be interpreted in accordance with the laws of the State of Colorado.

3.5 These Contract Documents shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties thereto.

Reuse of the Documents:

3.6 Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other Documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

END OF ARTICLE 3

ARTICLE 4
AVAILABILITY OF LANDS; PHYSICAL CONDITIONS,
REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Special Conditions, the lands upon which the Work is to be performed, rights-of-way or access thereto, and such other lands which area designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided for in the Special Conditions. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities for storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2 Reference is made to the Special Conditions for identification of these reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3 CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially form those indicated or referred to in the Contract Documents. ENGINEER will promptly review those conditions and advise OWNER in writing if further investigation or tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

Reference Points:

4.4 All reference points which are necessary for CONTRACTOR to proceed with work are taken from existing structures and shown on the drawings.

END OF ARTICLE 4

ARTICLE 5
BONDS AND INSURANCE

Performance and Other Bonds:

5.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other Bonds as are required by the Special Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Conditions and be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. Each Surety hereunder shall indicate in writing its state of incorporation, and if not registered to do business in Colorado, or licensed to write bonds in Colorado, shall indicate in writing these states where it is so registered and licensed.

5.2 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

Contractor's Liability Insurance:

5.3 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

5.3.1 Claims under workmen's compensation, disability benefit and other similar employee benefits acts;

5.3.2 Claims for damages because of bodily injury and occupational sickness or disease, or death of the CONTRACTOR'S employees;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

5.3.4 Claims for damages insured by usual personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (ii) by any other person for any other reason;

5.3.5 Claims for damages, other than to the WORK itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,

5.3.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

5.3.7 General Liability, Property Damage and Vehicle Expense

The Insurance required by this paragraph shall include CONTRACTOR'S General Public Liability and Property Damage Insurance , including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the CONTRACTOR or by a Subcontractor under him. All insurance shall conform to the minimum limits as listed in the Special Conditions.

5.3.8 Workmen's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Contract the statutory Workmen's Compensation and Employee's Liability Insurance for all his employees to be engaged in Work on the Project under this Contract and, in case any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such Work, in accordance with the provisions of the Workmen's Compensation Act of the State of Colorado.

5.3.9 Fire and Standard Extended Coverage Insurance (Builder's Risk Insurance)

Unless otherwise provided for in the Special Conditions, the CONTRACTOR will be required to maintain Fire and Extended Coverage Insurance on a 100 percent completed value basis on the insurable portion of the Project for the benefit of the OWNER, until the Project is completed and accepted by the OWNER. This provision shall not release the CONTRACTOR from his obligation to complete, according to plans and specifications, the Project covered by the Contract, and the CONTRACTOR and his Surety shall be obligated to full performance of the CONTRACTOR'S undertaking.

5.3.10 Certificates of Insurance

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the OWNER.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5 OWNER shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance

5.6 Unless otherwise provided in the Special Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Special Conditions or required by law). This Insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Special conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" Insurance or otherwise provided in the Special Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to CONTRACTOR.

5.7 OWNER shall purchase and maintain such boiler and machinery insurance as may be required by the Special Conditions or by law. This Insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interest of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Special Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of

the Work at the site, OWNER will in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10 DELETED

Receipt and Application of Proceeds:

5.11 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interest may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.12. OWNER shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Insurance:

5.13 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten (10) days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR will notify OWNER in writing thereof within ten (10) days of the date of delivery of such certificates to CONTRACTOR in accordance paragraph 2.7. OWNER and CONTRACTOR will each provide to the other such additional information in respect of insurance provided by him as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.14 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

END OF ARTICLE 5

ARTICLE 6
CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedures of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Special Conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent.

6.3.1 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

A. The Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor has verified or attempted to verify through participation in the basic pilot employment verification program (created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended ("basic pilot program")) that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to

participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective if the basic pilot program is discontinued.

C. The Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a Subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the Subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to paragraph 4(A) the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment (“the Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. §8-17.5-102(5)(a).

F. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Town may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operations and completion of Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Equivalent Materials and Equipment:

6.7 Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers fabricators, suppliers or distributors may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in paragraphs 6.7.1 and 6.7.2 below as supplemented in the General Requirements or Special Conditions.

6.7.1 Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use as and capable of performing the same function as specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Contract Documents to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute. ENGINEER will be the sole judge of acceptability and no substitute will be ordered or installed without ENGINEER'S prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.7.2 ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for re-evaluating any proposed substitute.

Concerning Subcontractors:

6.8 CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment) whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to OWNER and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person or organization by OWNER or ENGINEER shall not

constitute a waiver of any right of OWNER or ENGINEER to reject defective Work. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection.

6.9 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.10 The identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

Patent Fees and Royalties:

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Special Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and license. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for connections to the Work, and OWNER shall pay all charges of such companies for capital costs related thereto.

Laws and Regulations:

6.14 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinance, rules and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project. All bids shall include all such taxes with no adjustment for any refund the OWNER will receive. The CONTRACTOR shall maintain and furnish to the OWNER, records, as required by governmental regulations of sales taxes paid to enable recovery of the same by the OWNER.

Use of Premises:

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

6.17 During the progress of the work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19 CONTRACTOR shall keep one record copy of all Contract Documents, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER for OWNER upon completion of the Work.

Safety and Protection:

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all employees on the Work and other persons who may be affected thereby;

6.20.2 all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of the Contract Documents or to the sole acts or omissions of OWNER, or anyone employed by OWNER, or anyone whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable.

6.21 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instructing or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), five copies (unless otherwise specified in the General Requirements or Special Conditions) of all Shop Drawings, which shall have been checked by and stamped with approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.25 At the time of each submission, CONTRACTOR shall in writing call ENGINEER'S attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precaution or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number or corrected copies of Shop Drawings and resubmit new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.27 Where a Shop Drawing or sample is required by the Contract Documents, no related Work shall be commenced until submittal has been reviewed and approved by ENGINEER.

6.28 ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such deviation at the time of submission and ENGINEER has given written concurrence or approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by and of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.31 In any and all claims against OWNER or ENGINEER or any of their agents or employees by any employee of CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way to any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

END OF ARTICLE 6

ARTICLE 7
WORK BY OTHERS

7.1 OWNER may perform additional work related to the Project himself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER'S employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.4 If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

END OF ARTICLE 7

ARTICLE 8
OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER unless otherwise stated in the Special Conditions.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an ENGINEER against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Contract Documents.

8.5 OWNER'S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.7.

8.6 In connection with OWNER'S rights to request changes in Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) is obligated to execute Change Orders.

8.7 OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4

8.8 In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

END OF ARTICLE 8

ARTICLE 9
ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Clarifications and Interpretations:

9.3 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.4 ENGINEER will have authority to disapprove or reject Work, which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.5 In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29, inclusive.

9.6 In connection with ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.7 In connection with ENGINEER'S responsibilities in respect to Applications for Payment, etc., see Article 14.

Project Representation:

9.8 ENGINEER may appoint a Resident Project Representative to assist in observing the performance of the work. If so appointed, the Resident Project Representative will be the ENGINEER'S agent and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. The Resident Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through CONTRACTOR.

As ENGINEER'S Agent, the Resident Project Representative will:

- A. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S Superintendent and assist him in understanding the intent of the Contract Documents.
- B. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
- C. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements, inspections, tests, or approval required to be made, or has been damaged prior to final payments. He will also advise ENGINEER when he believes Work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection, or approval.
- D. Verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- E. Accompany visiting inspectors, representing public or other agencies having jurisdiction over the Project, and report the outcome of these inspections to ENGINEER.
- F. Transmit, to CONTRACTOR, ENGINEER'S clarifications and interpretations of the Contract Documents.
- G. Consider and evaluate CONTRACTOR'S suggestions for modifications in Contract Documents and report them, with recommendations, to ENGINEER.
- H. Furnish ENGINEER periodic report of progress of the Work and contractor's compliance with the approved progresses schedule.

As ENGINEER'S Agent, the Resident Project Representative, except upon written instructions of ENGINEER, will not:

- A. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- B. Exceed limitations on ENGINEER'S authority, as set forth in the Contract Documents.
- C. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent, or expedite the Work.
- D. Advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.
- E. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- F. Authorize OWNER to occupy the Project in whole or in part.
- G. Participate in specialized field or laboratory tests.

Decisions and Disagreements:

9.9 ENGINEER will be initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to ENGINEER and the other party within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.10 The rendering of a decision by ENGINEER pursuant to paragraph 9.9 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

Limitations on ENGINEER'S Responsibilities:

9.11 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.12 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjective of like effect or import are used to describe requirement, direction, review or judgement of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER shall have authority to undertake responsibility contrary to the provisions of paragraphs 9.13 or 9.14.

9.13 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

9.14 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

END OF ARTICLE 9

ARTICLE 10
CHANGES IN THE WORK

10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 based on a claim made by either party.

10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. This may be accomplished by a Field Order and shall be binding on OWNER, and on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2 and 13.9.

10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in paragraphs 11.9 or 11.10, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

END OF ARTICLE 10

ARTICLE 11
CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and the storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractor for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid based on Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental Costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for

whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the cost of the Work for the purpose of determining CONTRACTOR'S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses, such as facsimiles, cellular phones, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants and purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1., all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S Fee:

11.6 The CONTRACTOR'S Fee allowed to CONTRACTOR for Overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S Fee shall be ten (10) percent,

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR'S Fee shall be five (5) percent; and if a subcontract is based on Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent, and

11.6.2.3 no fee shall be payable based on costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured based on the net increase, if any.

Adjustment of Unit Prices:

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9 The OWNER reserves the right to make such changes in quantity of work as are deemed necessary or advisable without changing the unit bid prices shown in the Bid Form.

Cash Allowances:

11.10 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

END OF ARTICLE 11

ARTICLE 12
CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

END OF ARTICLE 12

ARTICLE 13

WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to the Work:

13.2 ENGINEER and ENGINEER'S representative, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 If any law, ordinance, rule, regulation, code or other of any public body having jurisdiction requires any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation of additional professional service, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workman or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work.

Two Year Correction Period:

13.12 If within two years after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation of additional professional service, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of defective Work, OWNER (and prior to ENGINEER'S recommendation of final payment) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven (7) days' written notice to CONTRACTOR correct and remedy any such deficiency. In exercising his rights under this paragraph, OWNER shall proceed expeditiously, to the extent necessary to complete corrective and remedial Action. OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR, but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph.

All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work.

CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights hereunder.

END OF ARTICLE 13

ARTICLE 14
PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules:

14.1 At least ten (10) days prior to submitting the first Application for progress payment, CONTRACTOR shall (except as otherwise specified in the General Requirements or Special Conditions) submit to ENGINEER a progress schedule, a final schedule or Shop Drawings submission and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to ENGINEER.

Application for Progress Payment:

14.2 At least ten (10) days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and as ENGINEER may reasonably require. If payment is requested based on materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all the CONTRACTOR'S obligations reflected in prior Applications for Payment.

The OWNER shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the value of work completed has progressed to fifty (50%) percent of the Contract amount, and in the OWNER'S opinion satisfactory progress and quality of work is being maintained, the OWNER may elect, at his sole discretion, not to withhold additional retainage for the remainder of the work. The ten (10%) percent retainage of the value of work completed may be reinstated if, in the OWNER'S opinion, the lack of progress or other substantial reasons exist.

CONTRACTOR'S Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Applications for Payment, whether incorporated in the Project or not, will pass to OWNER at the time for payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.4 ENGINEER will, within fifteen (15) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, within thirty (30) days of presentation to him of the Application for Payment, with ENGINEER'S recommendation, pay CONTRACTOR the amount recommended.

14.5 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any Liens.

The quantities for which Payment will be made shall be those shown in the BID FORM, provided the project is constructed essentially in accordance with the plans and specifications.

Authorized changes will be field measured by Engineer and the accepted work will be paid for at the contract bid price per unit.

Payment shall be made at the unit price or lump sum amount, as shown in the CONTRACTOR'S Bid, for applicable items of work. Items of work required to complete the project in accordance with the plans and specifications and for which no specific bid item appears in the Contract Documents shall not be paid for separately but shall be included in the prices shown in the Contractor's Bid for applicable items of work.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement

14.7.2 written claims have been made against OWNER or Liens have been filed in connection with the Work

14.7.3 the Contract Price has been reduced because of Modifications

14.7.4 OWNER has been required to correct defective Work or to complete the Work in accordance with paragraph 13.14

14.7.5 of CONTRACTOR'S unsatisfactory prosecution of the Work in accordance with the Contract Documents; or,

14.7.6 CONTRACTOR'S failure to make payment to Subcontractors, or for labor, material or equipment.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall inspect the work to determine the status of Completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing, giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven (7) days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen (14) days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefor. If, after consideration of OWNER'S objections ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen (14) days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to his issuing the definitive certificate of Substantial Completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by Owner of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall inspect that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing, giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to that part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed ENGINEER. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10.2 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.10.3 No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with respect of property insurance.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and after ENGINEER has indicated that the work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedures for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that releases and receipts include all labor, services, material and equipment of which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER'S observations of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his recommendation for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty (30) days after publication of the completion notice for the project, pay CONTRACTOR the amount recommended by ENGINEER, if there are no outstanding claims at that time.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the

retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR'S Continuing Obligation:

14.15 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents may be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

END OF ARTICLE 14

ARTICLE 15
SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall resume. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor provided in Articles 11 and 12.

Owner May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR is adjudged in bankrupt or becomes insolvent

15.2.2 if CONTRACTOR makes a general assignment for the benefit of creditors

15.2.3 if a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property

15.2.4 if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws

15.2.5 if CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment

15.2.6 if CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment

15.2.7 if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction

15.2.8 if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 if CONTRACTOR otherwise violates in any substantial way any provision of the Contract Documents,

OWNER may after giving CONTRACTOR and his surety seven (7) days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored else where, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the

Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the Work performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination shall not affect any right of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven (7) days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or ENGINEER fails to act on any Application of Payment within thirty (30) days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition, and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days notice to OWNER and ENGINEER stop the Work until Payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

END OF ARTICLE 15

ARTICLE 17
MISCELLANEOUS

Giving Notice:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the addresses as shown on the Construction Agreement or to the last business address known to the giver of the notice. The CONTRACTOR, OWNER, or the ENGINEER may change an address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Computation of Time:

17.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

17.3 Should OWNER or CONTRACTOR suffer injury damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.4 The duties and obligations imposed by these General Conditions the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed under CONTRACTOR by paragraphs 6.30, 13.1, 13.11, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Assignment:

17.5 Neither the Contract Documents nor any rights or duties hereunder may be assigned or delegated to any other person or entity by any party hereto without the express written consent of the other affected parties hereto.

END OF ARTICLE 17

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OF
SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. GENERAL

The following Special Conditions are attached to and made a part of the General Conditions of the Contract for Construction for the Town of Minturn – Pine Street Roadway Improvement Project. In the event any provision of these Special Conditions conflicts with any provision of any other Contract Document, the provisions of these Special Conditions shall govern.

a. If the Contract Documents are unclear, or if errors or discrepancies are discovered, the Contractor shall direct his questions, in writing, to the Engineer for clarification. The Contractor shall not make his own interpretation of, nor shall he revise the intent of the Contract Documents.

b. The Contractor is required to examine carefully the site of the proposed work, proposal, and Plans and Specifications. He shall satisfy himself as to the character, quality, and quantities of the work to be performed, materials to be furnished, and as to the requirements of the specifications. The Contractor's signature on this agreement shall be evidence that the Contractor has made such an examination and constitutes an indisputable representation by the Contractor that the Contract Documents are sufficient in scope and detail to indicate and convey all the terms and conditions for the performance of the Work.

c. The Contract Documents are intended to fully describe the Work of this contract. The Contractor shall include in the contract amount all items that can be reasonably inferred as required to provide the completed product.

d. Nothing contained in the Contract Documents shall be construed to have a meaning that would infer that the Owner would accept any work of inferior quality, work that does not meet the requirements of the Contract Documents, or industry standards.

2. LOCATION OF PROJECT:

The construction work to be performed is located within the 300 Block of Pine Street, Town of Minturn, Eagle County, Colorado.

3. DESCRIPTION OF WORK

100 Block Project – Demolition of existing asphalt and concrete hardscape, storm sewer, and landscaping, and associated earthwork and re-grading. Installation of asphalt paving, curb & gutter, sidewalks and ADA ramps, storm sewer structures and piping, shallow utilities, lighting and signage, pavement marking and striping, and other associated work.

4. ACQUISITION OF LAND, RIGHTS-OF-WAYS, AND EASEMENTS

Deleted

5. CHANGES IN THE WORK

The Contractor shall not perform any work outside of the scope of this Agreement without the prior, written consent of the OWNER and ENGINEER (Change Order). Should the Contractor proceed with any unauthorized work, he does so at his own risk and expense.

The Contractor shall forward proposals for Construction Change Directives within seven (7) calendar days of receipt of a request from the Owner.

6. CONSTRUCTION STAKING

The Owner will provide reasonable construction staking for the Contractors use. CONTRACTOR Contractor shall be responsible for stakes set for his use. Re-staking any disturbed, lost, destroyed, stolen stakes will be at the CONTRACTOR's expense. CONTRACTOR shall provide written requests for staking to the ENGINEER a minimum of 48 hours in advance.

7. QUALITY CONTROL TESTING

CONTRACTOR shall provide written notification to the ENGINEER a minimum of 48 hours in advance of the placement of any material that may require testing. CONTRACTOR shall bear the cost for standby or cancellation charges if material placement is not complete and prepared for testing when the testing agency arrives on site.

8. ELECTRIC POWER AND WATER

OWNER shall provide and pay for all electric power and water reasonably required for the Work. CONTRACTOR shall coordinate with OWNER and ENGINEER to available power & construction water.

The Contractor shall make arrangements for drinking water and sanitary facilities for use by the workers.

Under no circumstances is the Contractor authorized to arrange for utility services to be billed to the Owner.

9. EXISTING UTILITIES

The size and location of underground utilities noted in the Contract Documents is from information available from field observations and study of existing records. These are noted for the information of bidders and are believed to be correct; however, the CONTRACTOR must take sole responsibility for damage to any utility line encountered, whether shown, called for or not.

CONTRACTOR shall notify all utility companies for field locations before the start of construction. CONTRACTOR shall immediately notify ENGINEER in writing upon the discovery of any conflict.

10. MATERIALS FURNISHED BY OWNER

The OWNER shall furnish no labor, no materials and no construction equipment to the Contractor. It is the intention of this contract to require the CONTRACTOR to furnish all labor, materials, and equipment necessary for the complete construction of the work.

11. STATE AND LOCAL LAWS

The CONTRACTOR shall conform to all applicable State and local laws in carrying out its obligations under the Contract.

12. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

All property shall be protected from damage. Property damaged by the contractor during the construction of the work shall be, at his expense, repaired or replaced and left in as good condition as found.

13. FEES AND PERMITS

The CONTRACTOR, prior to commencing any work, shall secure at his own expense all the necessary fees and permits required for the performance of the project work.

14. WASTE MATERIALS

All waste materials such as broken pipe, millings, asphalt, tree roots, and other construction debris shall be picked up and removed from the site by the CONTRACTOR. Routine clean up shall be conducted by the Contractor within areas impacted by this construction at a frequency of at least once per day. Final cleanup must be approved and accepted by the OWNER before the contract may be considered complete.

15. INCREASED OR DECREASED QUANTITIES

The OWNER reserves the right to make such changes in quantity of work as are deemed necessary or advisable without changing the unit bid prices shown in the Proposal.

16. OPERATIONS WITH OTHERS

The OWNER reserves the right to have other work performed by other contractors and to permit the public utility companies and others to do work on, and adjacent to, the site. The CONTRACTOR shall conduct his operations and cooperate with the other parties so as to minimize interference with this other work. Should a difference arise as to the rights of the CONTRACTOR and other, the ENGINEER, as the OWNER's representative, shall be sole mediator and his decision shall be final and binding on the CONTRACTOR.

17. CONSTRUCTION LIMITS

The CONTRACTOR shall confine his operation within the limits of construction shown on the Plans. Site offices, workshops, etc., shall be located only where approved by the OWNER. Where haulage roads cannot be confined to existing established routes, CONTRACTOR shall provide in his bid for complete restoration of the new routes to the satisfaction of the ENGINEER.

18. CLASSIFICATION OF EXCAVATION

All excavation shall be unclassified except for ROCK EXCAVATION.

The CONTRACTOR shall assume all responsibility for deductions and conclusions which may be made as to the nature of the materials to be excavated, including the difficulty of making and maintaining the required excavation, problems caused by ground water should such be encountered, problems encountered in excavating for lines and structures, and any other difficulties which may result from the geological and physical conditions encountered at the site of the work.

19. PAYMENTS TO CONTRACTOR

See Article 14 of General Conditions

20. HOT BITUMINOUS PAVEMENT MIX DESIGN

CONTRACTOR shall submit Hot Bituminous Pavement Design-Mix to ENGINEER for review and approval no later than ten (10) days from Notice of Award. Mix Design shall comply with all applicable requirements of Colorado Standard Specifications for Road and Bridge Construction.

20. CONCRETE STRENGTH REQUIREMENTS

The minimum twenty-eight (28) day compressive strength for all concrete shall be 4,500 pounds per square inch per CDOT requirements. CONTRACTOR shall submit mix design for review and approval by the ENGINEER prior to placement of any concrete. CONTRACTOR shall submit results of concrete cylinder tests to the ENGINEER for review.

21. INSPECTION

At all times, representatives of the OWNER, representatives of agencies affected by the construction work, and the ENGINEER or their representative shall have the right to enter and inspect any and all parts of the work for compliance with the plans and specifications.

The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of the materials furnished, the work performed, the manner of performance and the rate of progress of the work. The ENGINEER shall decide all questions which may arise as to the interpretation of the Contract Documents, all questions as to acceptable fulfillment of the contract, and all disputes and mutual rights by the CONTRACTORS, if there is more than one CONTRACTOR on the work.

The decision of the ENGINEER shall be final. He shall have executive authority to make effective such decisions and to enforce the CONTRACTOR to carry out all orders promptly. The CONTRACTOR shall give adequate notice to all agencies performing the inspecting prior to the commencing of construction.

22. RESIDENT PROJECT REPRESENTATIVE

ENGINEER may appoint a Resident Project Representative to assist in observing the performance of the work. If so appointed, the Resident Project Representative will be the ENGINEER'S agent and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. The Resident Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through CONTRACTOR.

As ENGINEER'S Agent, the Resident Project Representative will:

- A. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S Superintendent and assist him in understanding the intent of the Contract Documents.
- B. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
- C. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements, inspections, tests, or approval required to be made, or has been damaged prior to final payments. He will also advise ENGINEER when he believes Work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection, or approval.
- D. Verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- E. Accompany visiting inspectors, representing public or other agencies having jurisdiction over the Project, and report the outcome of these inspections to ENGINEER.
- F. Transmit, to CONTRACTOR, ENGINEER'S clarifications and interpretations of the Contract Documents.
- G. Consider and evaluate CONTRACTOR'S suggestions for modifications in Contract Documents and report them, with recommendations, to ENGINEER.
- H. Furnish ENGINEER periodic report of progress of the Work and contractor's compliance with the approved progresses schedule.

As ENGINEER'S Agent, the Resident Project Representative, except upon written instructions of ENGINEER, will not:

- A. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

- B. Exceed limitations on ENGINEER'S authority, as set forth in the Contract Documents.
- C. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent, or expedite the Work.
- D. Advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.
- E. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- F. Authorize OWNER to occupy the Project in whole or in part.
- G. Participate in specialized field or laboratory tests.

23. INSURANCE

In conformance with the provisions of the General conditions as to insurance policies that will be required to protect the OWNER and the CONTRACTOR, the minimum amounts of the various kinds of insurance not otherwise provided for shall be as follows:

- A. Worker's Compensation Insurance in accordance with prevailing laws.
- B. Comprehensive general liability a minimum of \$2,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 annual aggregate. If said aggregate is reduced by claim payments or otherwise exhausted, the Contractor shall immediately purchase additional aggregate limits for the remainder of Contract and furnish certificates of such insurance to OWNER.
- C. Automobile liability a minimum of \$1,000,000 combined single limit bodily injury and property damage, each accident.
- D. Owner protective liability applying separately to each project and showing the OWNER as Named Insured. Coverages shall remain in effect until the work is accepted by OWNER and shall be written for limits of a minimum of \$2,000,000 per occurrence and \$2,000,000 annual aggregate. CONTRACTOR shall evidence coverages initially with an insurance binder with the actual insurance policy submitted to OWNER within thirty days of effective date. CONTRACTOR shall be responsible for purchasing additional insurance coverage if the \$2,000,000 aggregate is exhausted before the project is completed.

24. PROGRESS PAYMENT RETAINAGE

See Article 14 of General Conditions

25. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the Work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the CONTRACTOR shall reimburse the OWNER for the additional expenses and damage for each calendar day, Sundays and holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage, incurred by reason of failure to complete the Work, is \$500.00 per day. The said amounts are hereby agreed upon as liquidated damages for the loss to the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would, in such event, sustain.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR; and the OWNER is authorized to deduct the amount of such damages from any monies due the CONTRACTOR for Work performed or material furnished under this Agreement and the CONTRACTOR and his Sureties shall be liable for any excess.

Any claim for an extension of time under the terms of this agreement must be provided to the ENGINEER within three (3) days of the event creating said delay. If CONTRACTOR fails to submit said extension request, no extension of time shall be granted.

26. QUALIFICATION OF BIDDERS

A statement of competency may be required from such Bidders as may be considered in making the award, and will include:

- A. Similar Work performed by the CONTRACTOR in the last five (5) years.
- B. Plant and equipment, in detail, available and which he now proposes to use on this Work.
- C. Recent financial statements relative to resources, including cash and bank credits available.
- D. Names of surety company that has indicated its willingness to bond the Bidder.

A Bidder otherwise qualified may be required, either before or after the bid opening, to demonstrate availability of equipment and organization, not otherwise committed, to perform the Work within the time limits specified in the Contract Documents. Bidders will be required to fully inform the ENGINEER of their commitments to other work so he may form an opinion as to their availability for prompt performance of this Contract.

No Bid will be accepted from, and no Contract will be awarded to any person, firm or corporation that is in arrears to the OWNER upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the OWNER.

27. SUBCONTRACTORS AND SUPPLIERS

Bidder shall submit a list of all Sub-contractors and suppliers, accompanied by an experience statement, with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person or organization.

28. CHARACTER OF WORKERS

The CONTRACTOR shall employ only competent employees to do the work, and whenever the ENGINEER shall notify the CONTRACTOR in writing that any worker is, in his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such worker shall be discharged from the work and shall not again be employed on it except with the consent of the ENGINEER.

29. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

A. The Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor has verified or attempted to verify through participation in the basic pilot employment verification program (created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended (“basic pilot program”)) that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective if the basic pilot program is discontinued.

C. The Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a Subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the Subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to paragraph 4(A) the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment (“the Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. §8-17.5-102(5)(a).

F. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Town may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

30. PRODUCTS

A. The OWNER’S Representative reserve the right to require a statement from the manufacturer of any manufactured materials that the specific materials used conform with the Contract Documents.

B. Whenever a manufacturer’s name or brand is specified for a product in these Contract Documents, alternate products of equal performance may be proposed for substitution. When the CONTRACTOR wishes to use an alternate item, he must submit to the ENGINEER a manufacturer’s specification sheet for each and every alternate. These specification sheets must verify that the proposed alternate is indeed an acceptable equivalent to the items specified. All alternates must be approved, in writing, by the ENGINEER, who has the final decision.

31. STANDARD SPECIFICATIONS

The “Standard” specifications for this project shall be the Standard Specifications for Road and Bridge Construction, State Department of Highways, Division of Highways, State of Colorado, 2011, Section 200 through 700.

32. PRIME COAT AND TACK MATERIAL

The prime or tack coat shall be emulsified asphalt CSS-1 applied at the rate of approximately 0.1 gallon per square yard.

Separate payment will not be made for tack or prime coat.

33. MEASUREMENT AND PAYMENT

The quantities for which Payment will be made shall be those shown in the BID FORM, provided the project is constructed essentially in accordance with the plans and specifications.

Authorized changes will be field measured by Engineer and the accepted work will be paid for at the contract bid price per unit.

Payment shall be made at the unit price or lump sum amount, as shown in the CONTRACTOR’S Bid, for applicable items of work. Items of work required to complete the project in accordance with the plans and specifications and for which no specific bid item appears in the Contract Documents shall not be paid for separately but shall be included in the prices shown in the Contractor’s Bid for applicable items of work.

34. SPECIAL DATES

Work will NOT be allowed and streets, sidewalks, etc. must be fully functional and open to all pedestrian and vehicular traffic on the following date:

August 1, 2022

35. MAINTAINING TRAFFIC

- A. General: All construction shall be scheduled such that full access to all residential and commercial properties for emergency vehicles is maintained at all time. It will be the CONTRACTOR'S responsibility to notify the Police Department, Public Works Department, Fire Department and receive written permission before closing any public drives. The CONTRACTOR shall notify all residents and businesses of any area prior to undertaking any construction which will block drives to and from the property. The CONTRACTOR will be responsible for preparing and submitting a Construction Zone Traffic Control Plan (CZTCP) to the Town for review and approval prior to any pre-construction meeting. Submission of said CZTCP shall not relieve the CONTRACTOR from any of the following obligations or preclude modifications or additional measures being required at no additional cost to conform to the following. Traffic control operations must have the approval of the ENGINEER. The CONTRACTOR shall minimize the impact on the traveling public by maintaining pedestrian and two-way traffic flow.
- B. Traffic Control: **Traffic control will be implemented with necessary personnel and equipment that provides temporary structures and services equal to existing traffic conditions in accordance with the MUTCD. A Construction Zone Traffic Control Plan shall be submitted to the Town of Minturn for review and approval no later than twenty-one (21) days after the Notice of Award. The Construction Zone Traffic Control Plan shall be prepared by an American Traffic Safety Services Association (ATSSA) certified Worksite Traffic Control Supervisor or a professional traffic engineer in conformance with the MUTCD and other applicable standards. Said plan(s) must be signed and stamped by the Colorado Registered Professional Engineer, or otherwise certified by the ATSSA Worksite Control Supervisor.**
- C. Periods of No Interference: For all periods, traffic delays and interruptions by the CONTRACTOR will only be allowed as described in the following section, Construction Operations.
- D. Construction Operations: The following traffic control may be allowed. All traffic control shall be provided by the CONTRACTOR in accordance with the Traffic and Construction Phasing Plan. Traffic control shall be coordinated by the CONTRACTOR such that the cumulative delays to the traveling public through all construction zones will not exceed 5 minutes and that pedestrian movements will be provided at the intersections. Requests for authorization to implement traffic control measures must be submitted in writing to the ENGINEER.
- E. Without Traffic Control Operations: Two-way traffic shall be maintained on the traveled roadway at all times. No interference with traffic flow will be allowed.

- F. Maintaining the Traveled Roadway for Traffic: Unless otherwise provided, the CONTRACTOR shall keep the traveled roadway and walkways open and in acceptable condition, as determined by the ENGINEER, while improvements are being made. Vehicular and pedestrian traffic shall be maintained on a paved surface at all times, except under special circumstances when approved by the ENGINEER. Maintenance work to be completed by the CONTRACTOR includes work necessary for the safety and convenience of the traveling public, including vehicular and pedestrian, to keep the travel road and walkway open and in acceptable condition. This includes all work required as a result of the CONTRACTOR'S operations, and normal wear and tear due to traffic, including construction traffic.

The CONTRACTOR shall perform the following routine maintenance work:

- 1) Repair of pavement surfaces. This work will normally only require patching. However, where damage resulting from the CONTRACTOR'S operations is extensive, the ENGINEER may order full width overlays with hot bituminous pavement to provide and acceptable driving surface for the traveling public.
- 2) Maintaining adequate drainage.
- 3) Keeping the traveled roadway clear of rock and debris.
- 4) Shouldering-up along the edges of pavement.
- 5) Dust control.

The CONTRACTOR shall bear all expense of the routine maintenance work required for maintaining the traveled roadway for traffic through the project, as described above, until final acceptance of the project.

- G. Maintaining Other Access: The CONTRACTOR shall provide and maintain public and private access drives from the point of disruption to the traveled way. The CONTRACTOR will not be allowed to shut off access to any business and must use a reasonable effort to coordinate his work with the business owners. CONTRACTOR shall be responsible for making such reasonable effort to obtain approval from the business owner at least 24 hours prior to start of related activities.
- H. Daily Temporary Controls: The CONTRACTOR shall provide the following temporary controls:
- 1) Temporary asphalt tapers at edges and transitions of milled surfaces.
 - 2) Temporary striping must be placed immediately following daily paving operations.
- I. Cost: All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

Delays or impacts to the CONTRACTOR due to the requirements of this provision shall not be a basis for an extension of time or additional compensation, or both.

36. CONSTRUCTION PHASING

Work is to be performed generally from North to South.

37. DRAWING LIST

Reference Attached Index of Drawings following Table of Contents.

38. ANTICIPATED PROJECT SCHEDULE

Notice of Award	Month of April 2022
Pre-Construction Meeting	Month of May 2022
Notice to Proceed	Month of May 2022
Construction Period	May 1, 2022 thru July 31, 2022

39. CONSTRUCTION SCHEDULE

- A. Submit initial progress schedule during Pre-Construction Meeting.
- B. Submit revised schedules at the beginning of each week, identifying changes since previous version. Indicate estimated percentage of completion for each item of work at each submission.

40. CONSTRUCTION ACCESS AND SITE PLAN

CONTRACTOR shall provide a sketch to the owner indicating locations of the following: material storage, office, construction entrance and portable toilet.

41. PROJECT QUANTITIES

CONTRACTOR is required to examine carefully the site of the proposed work, Proposal, and Contract Documents. He shall satisfy himself as to the character, quality, and quantities of Work to be performed, materials to be furnished, and as to the requirements of these specifications. The submissions of a Total Base Bid shall be evidence that the Bidder has made such examinations.

42. SUBMITTALS

A partial list of required submittals follows. See specifications for complete submittal requirements.

- A. Concrete mix designs shall be submitted to the OWNER for review and approval prior to placement of any concrete.
- B. Asphalt mix design shall be submitted to the OWNER for review and approval no later than ten (10) days before the Pre-Construction Meeting.

- C. A traffic control plan shall be submitted to the OWNER for review and approval no later than ten (10) days before the Pre-Construction Meeting
- D. Proposed paving schedule listing and specific Pavement Marking Subcontractor as required in 02741-1.4(G).
- E. Proposed testing subcontractor.
- F. Photos of proposed trees, their sources, and locations
- G. Photos of proposed boulders, their sources, and locations

43. DEWATERING OF CHANNEL AND PIPES:

Deleted

44. WATERPROOFING:

Deleted

45. CULVERTS AND SEWERS:

Install culverts and manhole structure per the construction drawings, specifications, manufactures' recommendations and CDOT Standard Specifications. Quality Control (QC) testing of placed bedding and backfill materials shall adhere to CDOT Standard Specifications and shall be the responsibility of the CONTRACTOR.

46. EROSION CONTROL:

Erosion control shall be in conformance with the project plans and specification. Additional erosion control measures beyond those shown in the plans and specifications may be required by the OWNER and shall be provided by the CONTRACTOR. Additional erosion control measures will be incidental to the work.

CONSTRUCTION PLANS FOR PINE STREET ROADWAY IMPROVEMENTS-PHASE I TOWN OF MINTURN EAGLE COUNTY, COLORADO

PROJECT CONTACT INFORMATION

OWNER (TOWN OF MINTURN)	MICHELLE METTEER	(970) 827-5645
WATER (TOWN OF MINTURN PUBLIC WORKS)	ARNOLD MARTINEZ	(970) 376-4270
SEWER (ERWSD)	TUG BIRK	(970) 477-5449
ELECTRIC & GAS (XCEL ENERGY)	BRITT MACE	(970)262-4032
TELEPHONE (QWEST)	SAM TOOLEY	(970) 468-6860
GEOTECHNICAL ENGINEER (HP-KUMAR)	STEVEN PAWLAK, P.E., C.C.E.	(970) 945-7988
CIVIL ENGINEER (INTER-MOUNTAIN ENG.)	BRAD STEMPIHAR, P.E.	(970) 949-5072
LAND SURVEYOR (INTER-MOUNTAIN ENG.)	JAMES KUNKEL, P.E., P.L.S.	(970) 949-5072



VICINITY MAP
SECTION 22/23, T5S, RANGE 81W
SCALE: 1 INCH = 1000 FEET

Sheet List Table	
Sheet Number	Sheet Title
C-1	CIVIL COVER SHEET
C-2	GENERAL NOTES
C-3	DEMOLITION PLAN
C-4	C-4 SITE PLAN-1
C-5	C-5 SITE PLAN-2
C-6	C-6 GRADING PLAN AND PROFILE-1
C-7	C-7 GRADING PLAN AND PROFILE-2
C-8	C-8 CROSS SECTIONS
C-9	C-9 DETAIL SHEET 1
C-10	C-10 DETAIL SHEET 2

ISSUED FOR BID		ISSUED FOR CONSTRUCTION	
NO.	DATE	NO.	DATE
1	3-2-22	2	4-15-22



CLIENT: TOWN OF MINTURN

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CIVIL COVER SHEET

PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

DESIGNED BY: ELS
DRAWN BY: ELS
CHECKED BY: BPS
DATE ISSUED: 4-15-2022
PROJECT NO: 200068
SHEET NO: C-1



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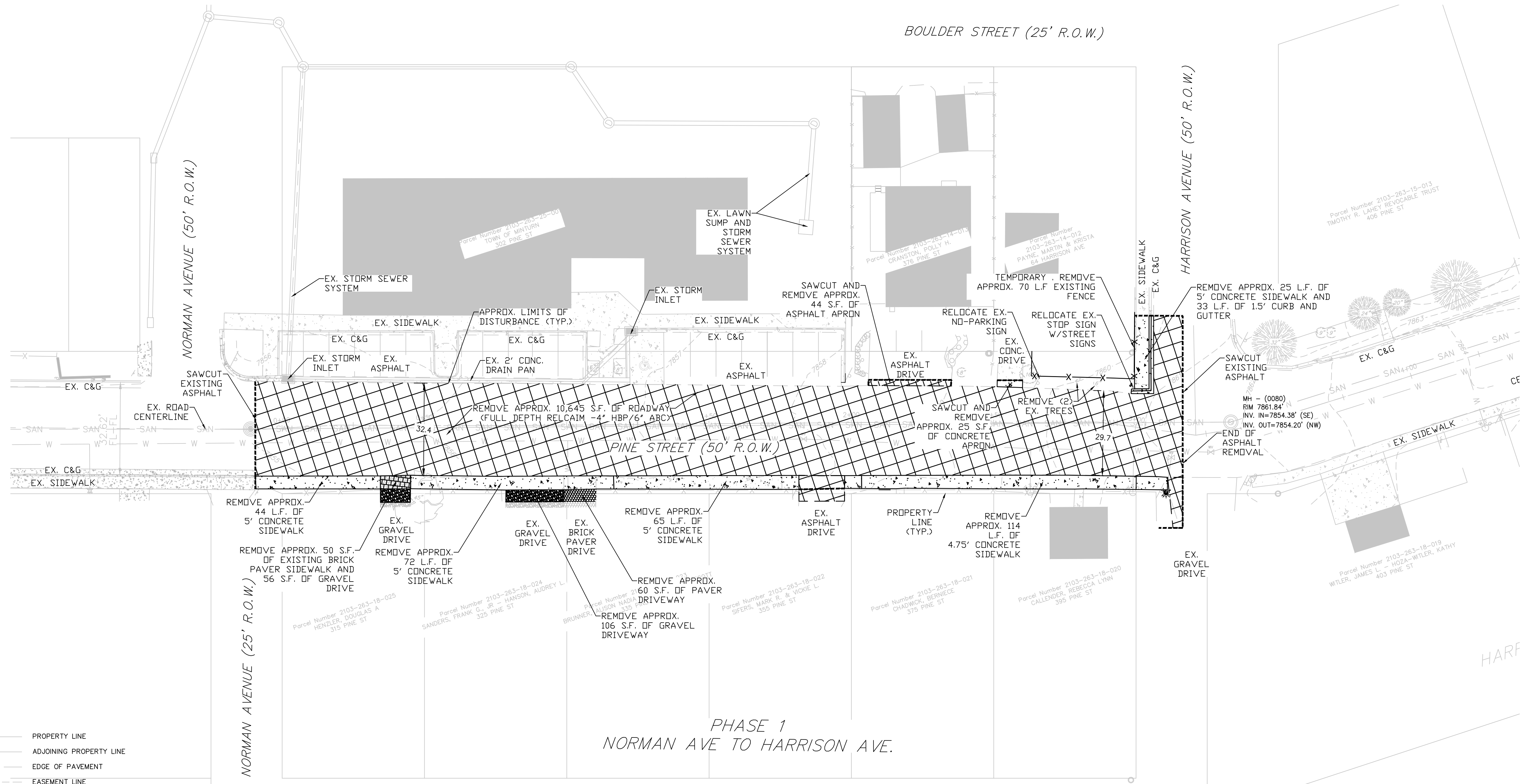


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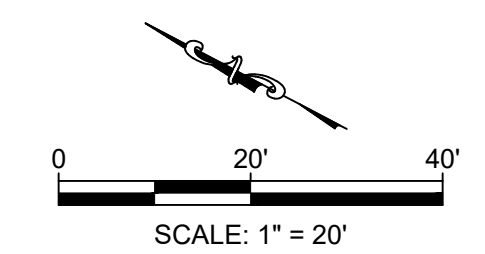
LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EDGE OF PAVEMENT
- - - EASEMENT LINE
- - - BUILDING SETBACK LINE
- BOULDER WALL
- TREE DRIPLINE
- - - FENCE
- - - EXISTING MAJOR CONTOUR
- - - EXISTING MINOR CONTOUR
- UT — UT UNDERGROUND TELEPHONE UTILITY
- GAS — GAS UNDERGROUND GAS UTILITY
- UE — UE UNDERGROUND ELECTRIC UTILITY
- OE — OE OVERHEAD ELECTRIC UTILITY
- UTV — UTV UNDERGROUND CATV UTILITY
- FO — FO FIBER OPTIC UTILITY
- WETLAND MARKER AND IDENTIFIER
- DRAINAGE INLET
- DRAINAGE CULVERT
- POWER POLE
- BOULDER
- GAS VALVE
- TELEPHONE PEDESTAL
- PIPELINE MARKER
- FOUND SURVEY MONUMENT
- TELEPHONE MANHOLE
- ELECTRIC VAULT
- GUY WIRE
- BOLLARD
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- SIGN
- DECIDUOUS TREE



**PHASE 1
NORMAN AVE TO HARRISON AVE.**

- NOTES:**
- 1) ALL ITEMS DEPICTED IN DARK ARE TO BE REMOVED AND DISPOSED OF PROPERLY. ADDITIONAL DEMOLITION MAY BE REQUIRED, COORDINATE WITH ENGINEER. CONTRACTOR RESPONSIBLE FOR ALL DUMP FEES.
 - 2) ALL TOPSOIL AND SUITABLE MATERIAL WITHIN DISTURBED AREAS SHALL BE STRIPED AND STOCKPILED.
 - 3) CONTRACTOR TO REMOVE AND HAUL OFF UNSUITABLE SITE MATERIAL. COORDINATE WITH GEOTECHNICAL ENGINEER.
 - 4) WHERE IT IS REQUIRED TO CUT EXISTING ASPHALT OR CONCRETE, THE CUTTING SHALL BE DONE TO THE NEAT WORK LINE USING SAW, CUTTING WHEEL OR OTHER APPROVED METHOD BY THE ENGINEER. ASPHALT SHALL BE SAW CUT AND REMOVED A MINIMUM OF ONE FOOT BACK FROM THE EXISTING EDGE, OR UNTIL AN ACCEPTABLE EXISTING CROSS SLOPE IS ACHIEVED TO ASSURE A STRAIGHT EDGE FOR THE JOINT. ALL CONCRETE SHALL BE SAWCUT AT THE NEAREST JOINT TO FACILITATE A GOOD CLEAN JOINT.
 - 5) CONTRACTOR IS RESPONSIBLE TO OBTAIN UTILITY LOCATES AND FIELD VERIFY ONSITE AND RIGHT-OF-WAY EXISTING UTILITIES VIA POT-HOULING (LOCATION AND DEPTH). CONTRACTOR RESPONSIBLE TO COORDINATE WITH APPROPRIATE UTILITY COMPANIES TO REMOVE AND/OR RELOCATE EXISTING UTILITIES AS REQUIRED FOR WORK.
 - 6) CONTRACTOR TO VERIFY EXISTING SITE INFORMATION AND TO NOTIFY ENGINEER IMMEDIATELY IF DISCREPANCIES EXIST.
 - 7) TRAFFIC CONTROL BY CONTRACTOR.
 - 8) CONTRACTOR RESPONSIBLE FOR EROSION CONTROL BMP'S AND STORMWATER MANAGEMENT DURING CONSTRUCTION.



NO.	DATE	REVISION	BY
1	3-2-22		BPS
2	4-15-22		BPS

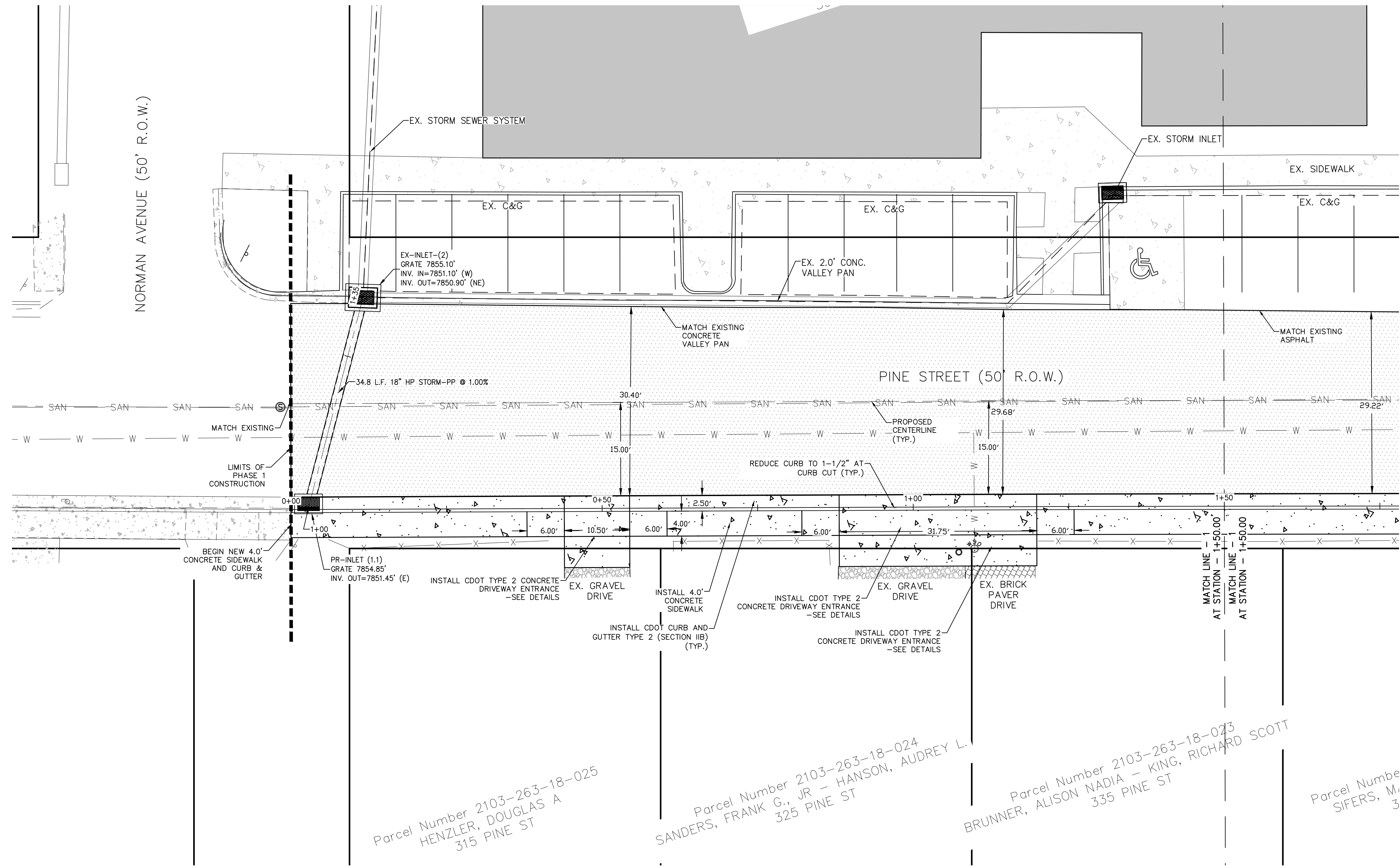
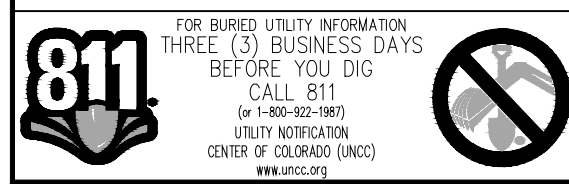
**Inter-Mountain
ENGINEERS & SURVEYORS**
Civil Engineers & Surveyors
3001 FORTWORTH, DENVER, COLORADO 80202
TEL: (303) 733-7100 FAX: (303) 733-7101

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DEMOLITION PLAN
PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

DESIGNED BY:	ELS
DRAWN BY:	ELS
CHECKED BY:	BPS
DATE ISSUED:	4-15-2022
PROJECT NO.	200068
SHEET NO.	C-3

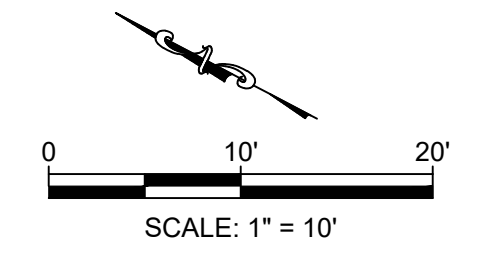


Parcel Number 2103-263-18-025
HENZLER, DOUGLAS A
315 PINE ST

Parcel Number 2103-263-18-024
SANDERS, FRANK G., JR - HANSON, AUDREY L.
325 PINE ST

Parcel Number 2103-263-18-073
BRUNNER, ALISON NADIA - KING, RICHARD SCOTT
335 PINE ST

Parcel Number
SIFERS, M.
3



NO.	DATE	REVISION	BY
1	3-2-22	ISSUED FOR BID	BPS
2	4-15-22	ISSUED FOR CONSTRUCTION	BPS

Inter-Mountain ENGINEERS & Surveyors
Civil Engineers & Surveyors
3001 E. WYOMING ST. SUITE 100 DENVER, CO 80202
TEL: (303) 733-0077 FAX: (303) 733-0078

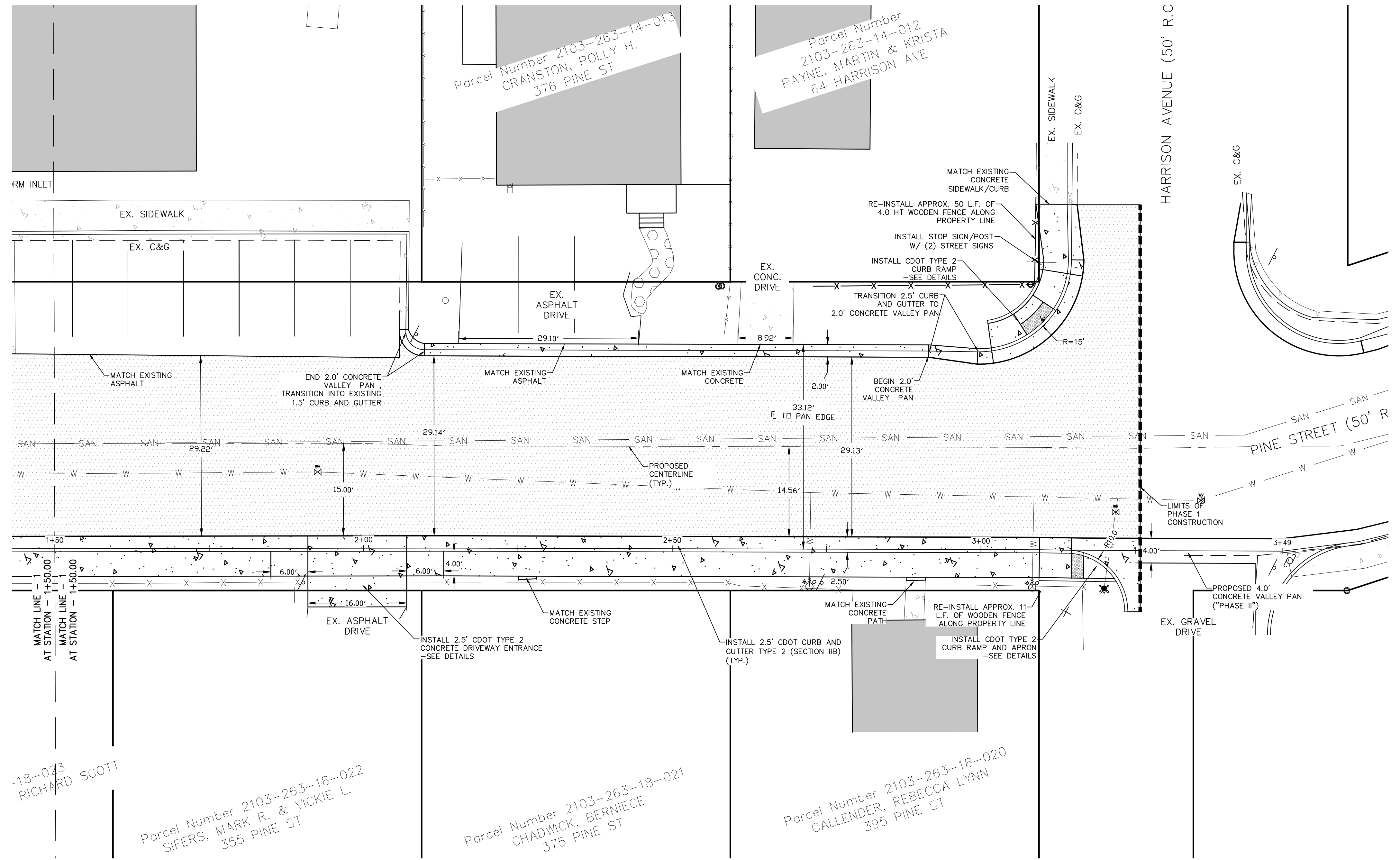
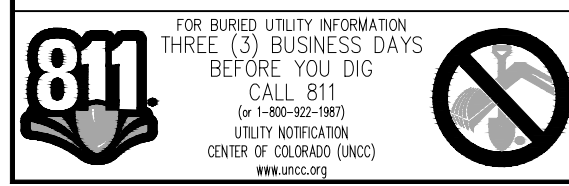
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C-4 SITE PLAN-1

PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

DESIGNED BY:	ELS
DRAWN BY:	ELS
CHECKED BY:	BPS
DATE ISSUED:	4-15-2022
PROJECT NO.	200068
SHEET NO.	C-4



-18-023
RICHARD SCOTT

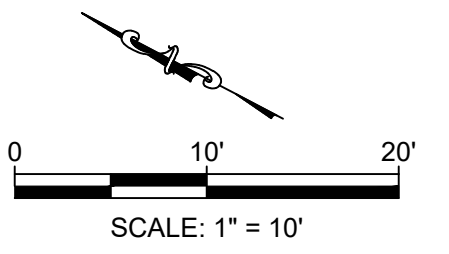
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355 PINE ST

Parcel Number 2103-263-18-021
CHADWICK, BERNIECE
375 PINE ST

Parcel Number 2103-263-18-020
CALLENDER, REBECCA LYNN
395 PINE ST

Parcel Number 2103-263-14-013
CRANSTON, POLLY H.
376 PINE ST

Parcel Number
2103-263-14-012
PAYNE, MARTIN & KRISTA
64 HARRISON AVE



NO.	DATE	REVISION	BY
1	3-2-22	ISSUED FOR BID	BPS
2	4-15-22	ISSUED FOR CONSTRUCTION	BPS

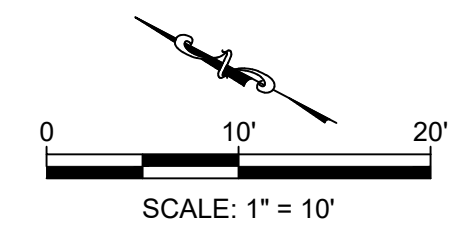
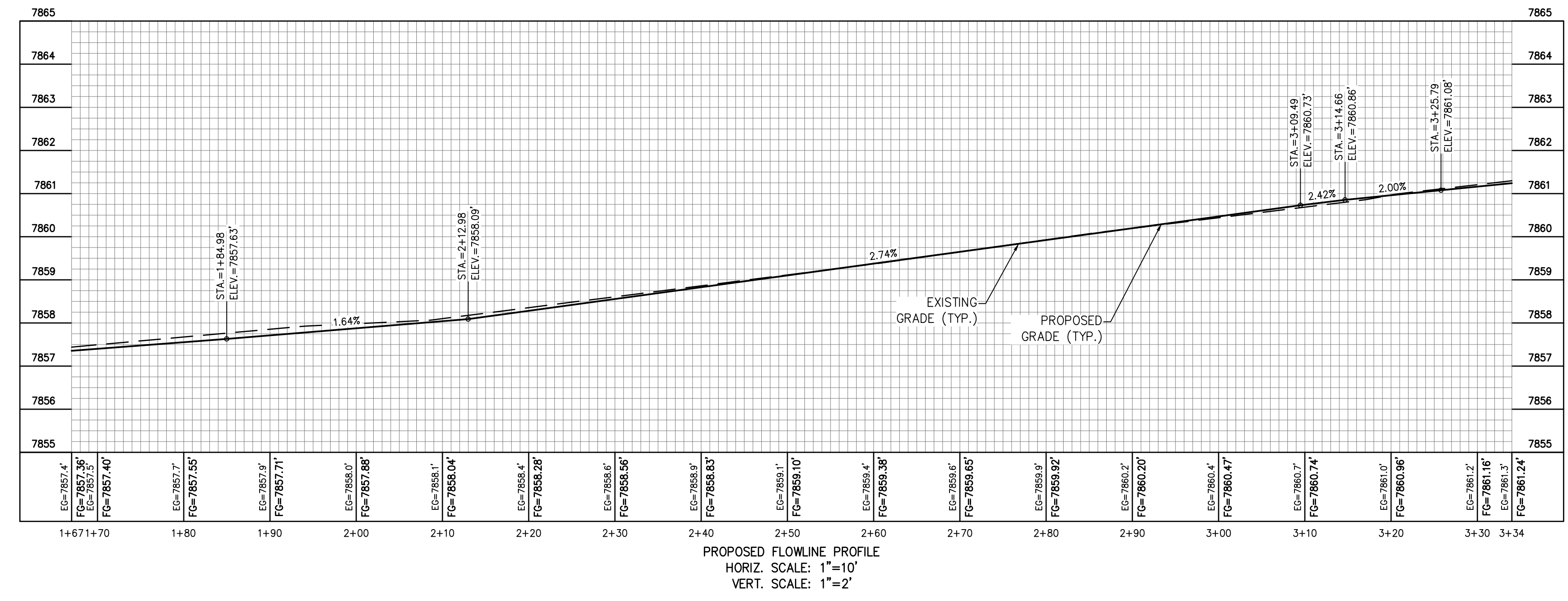
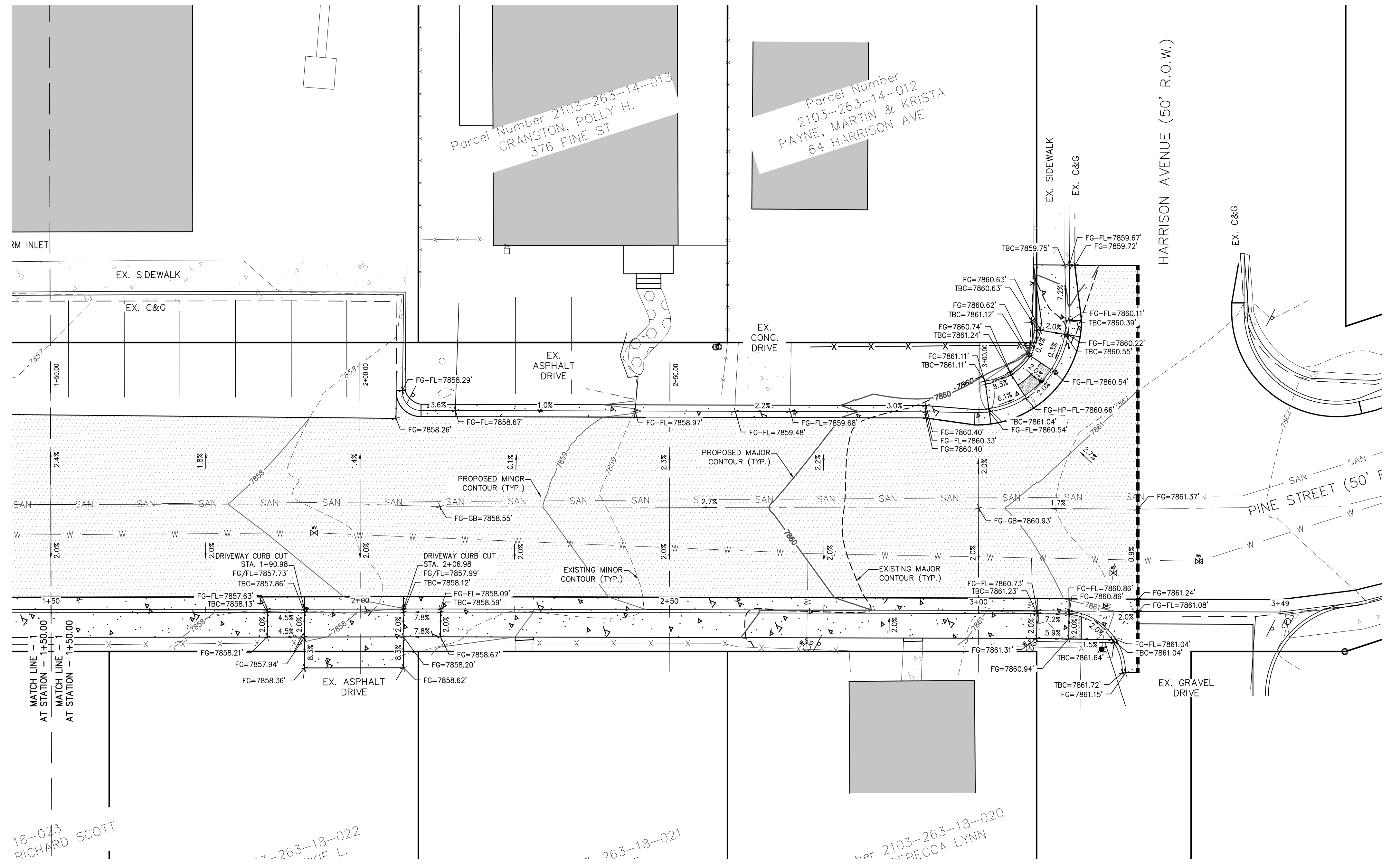
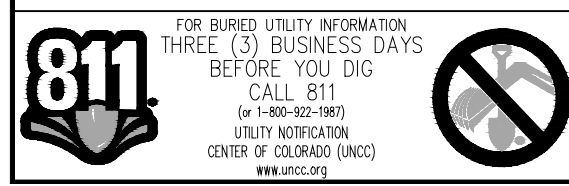
Inter-Mountain
ENGINEERS
Civil Engineers & Surveyors
3001 E. WYOMING ST. SUITE 100 DENVER, CO 80202
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C-5 SITE PLAN-2
PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

DESIGNED BY:	ELS
DRAWN BY:	ELS
CHECKED BY:	BPS
DATE ISSUED:	4-15-2022
PROJECT NO.	200068
SHEET NO.	C-5



1	3-2-22	ISSUED FOR BID
2	4-15-22	ISSUED FOR CONSTRUCTION
NO.	DATE	REVISION
BY		

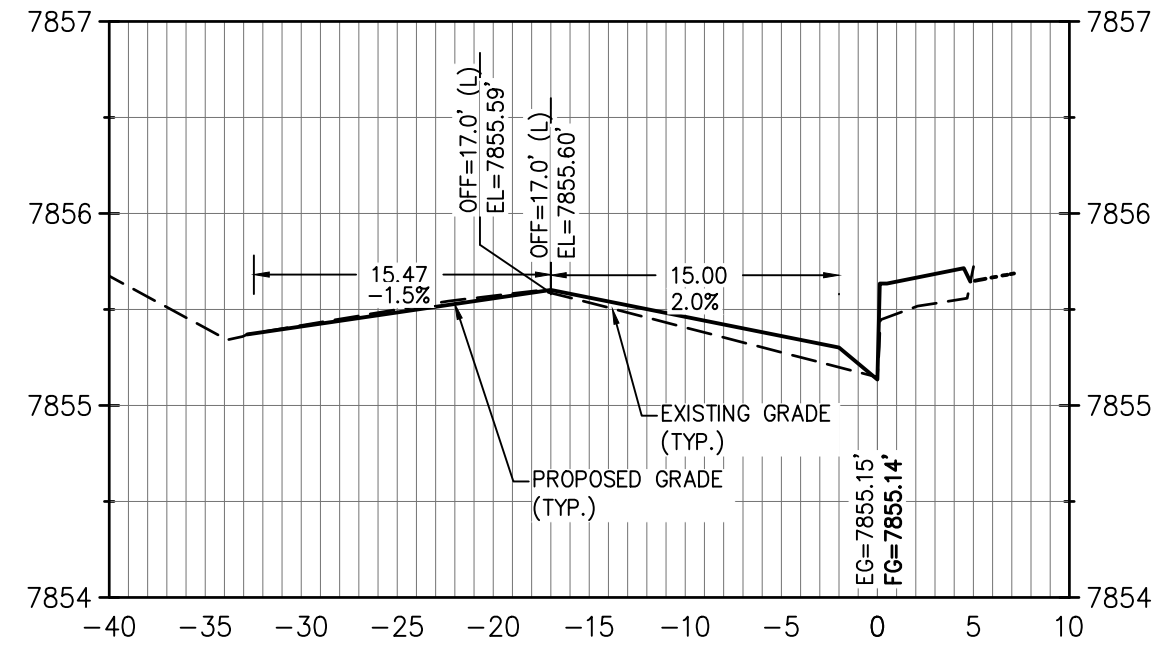
Inter-Mountain
ENGINEERS & Surveyors
Civil Engineers & Surveyors
3001 (P) 950-7271 (M) 950-7271 (F) 950-7271 (R) 950-7271 (C)

CLIENT: TOWN OF MINTURN

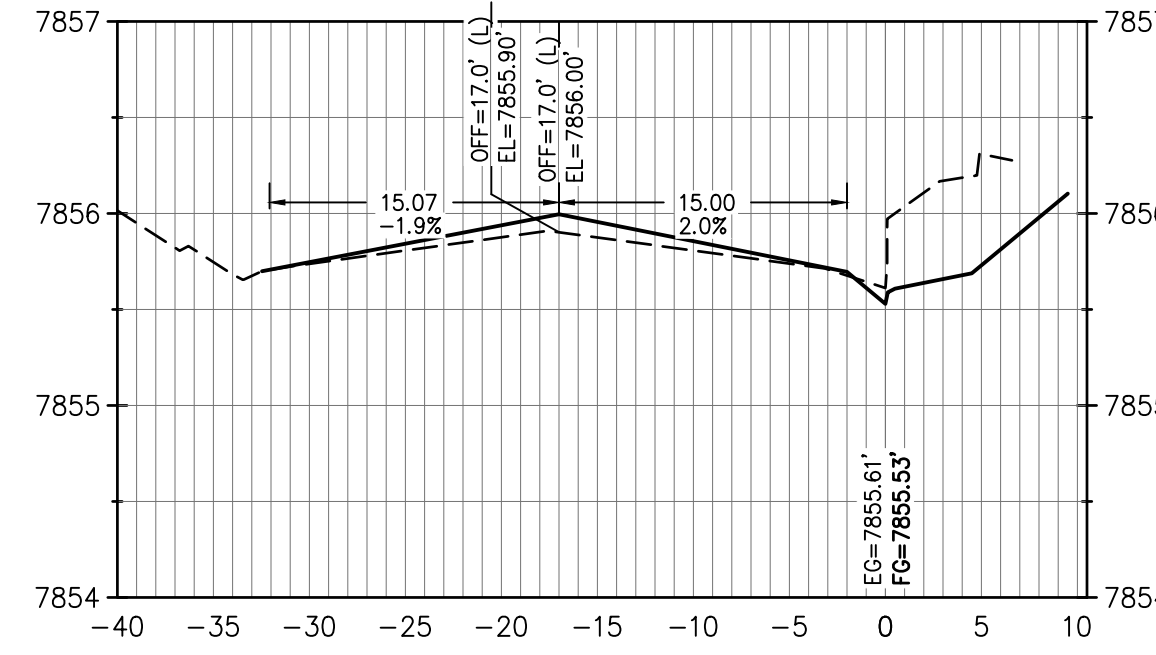
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C-7 GRADING PLAN AND PROFILE-2
PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

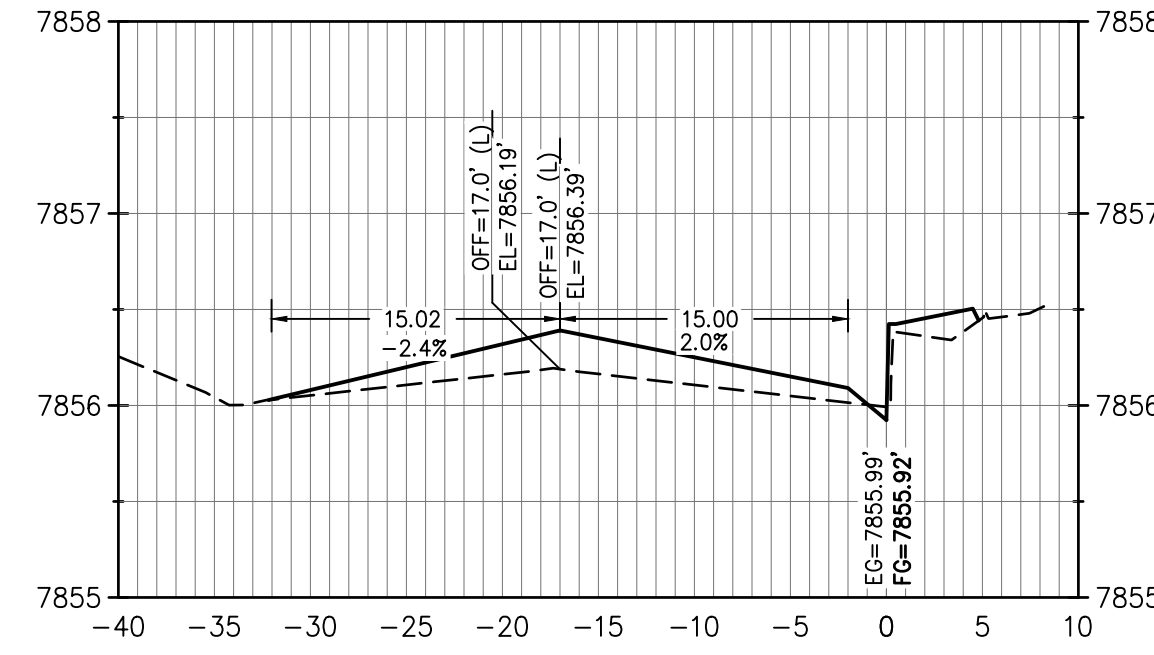
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CHECKED BY:	BPS
DATE ISSUED:	4-15-2022
PROJECT NO.	200068
SHEET NO.	C-7



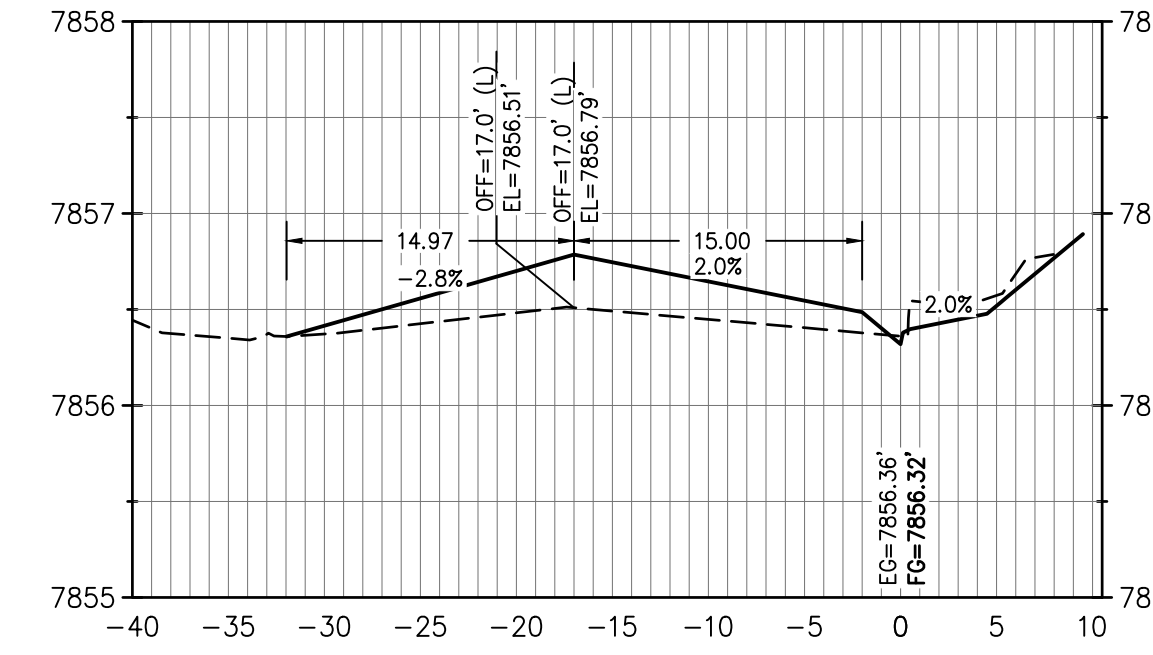
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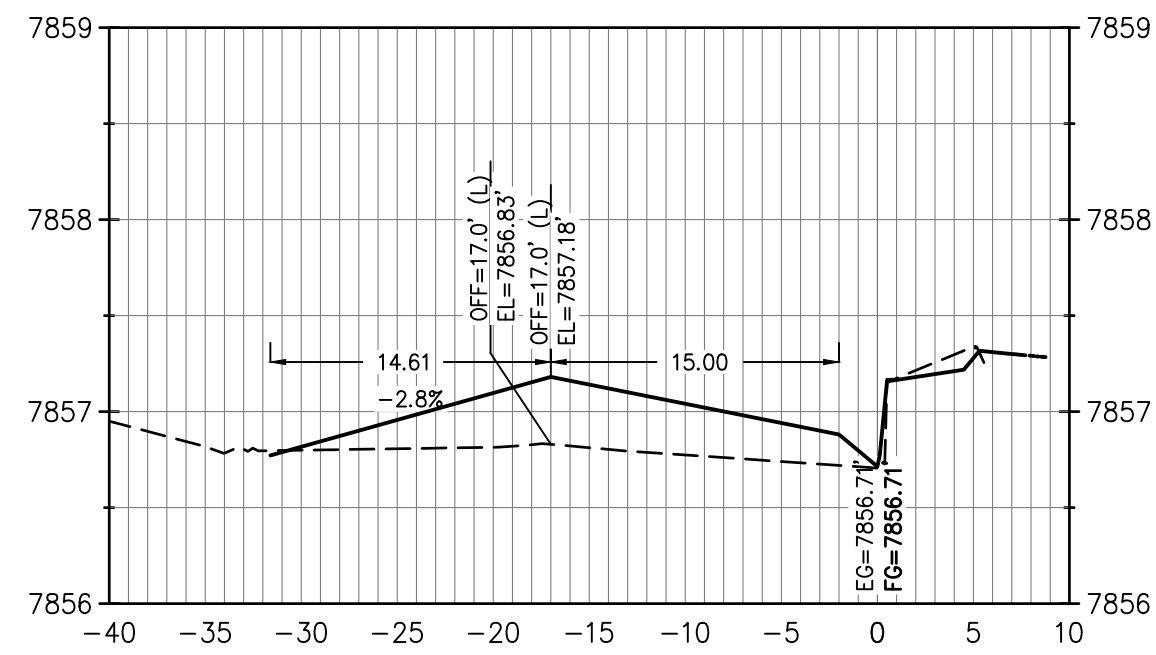
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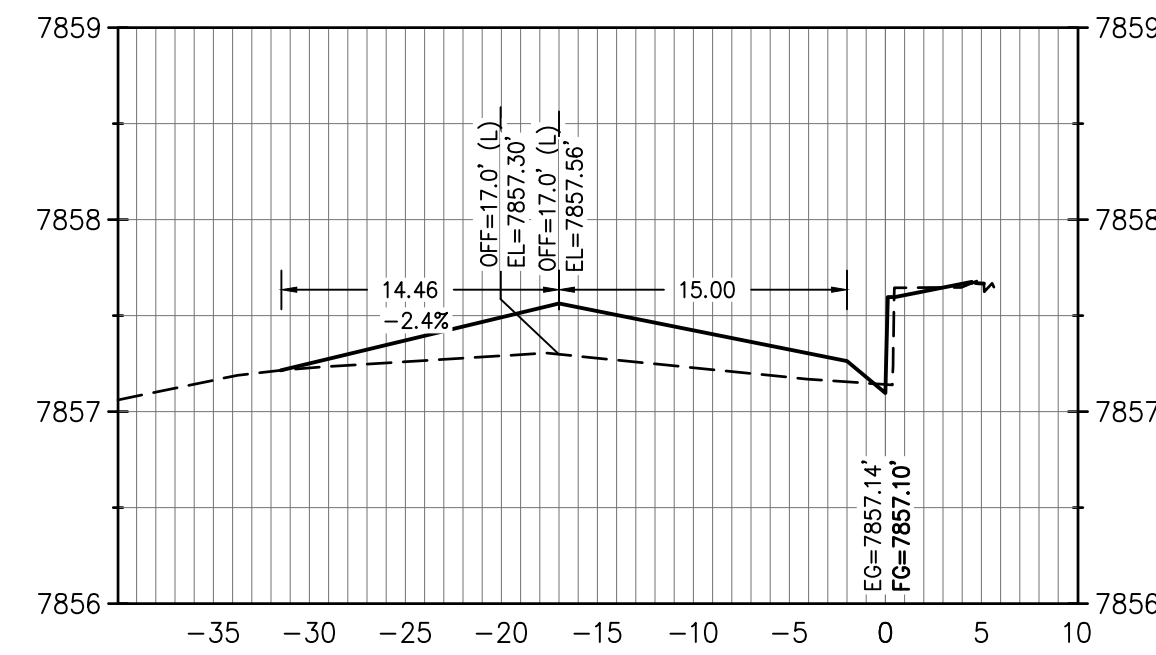
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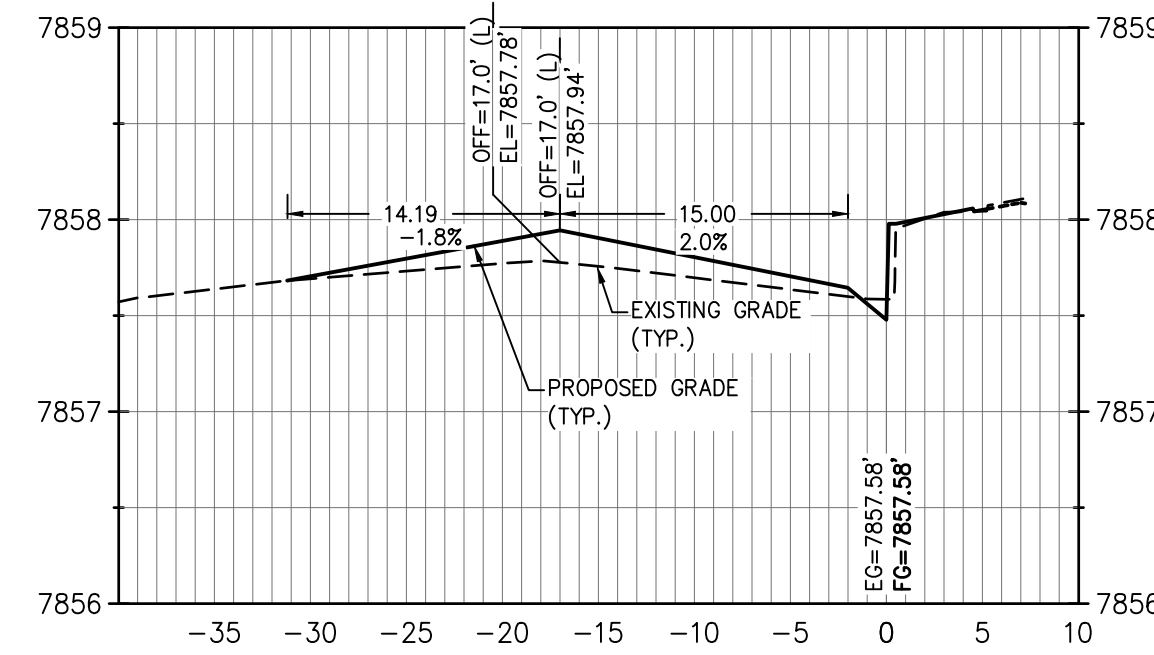
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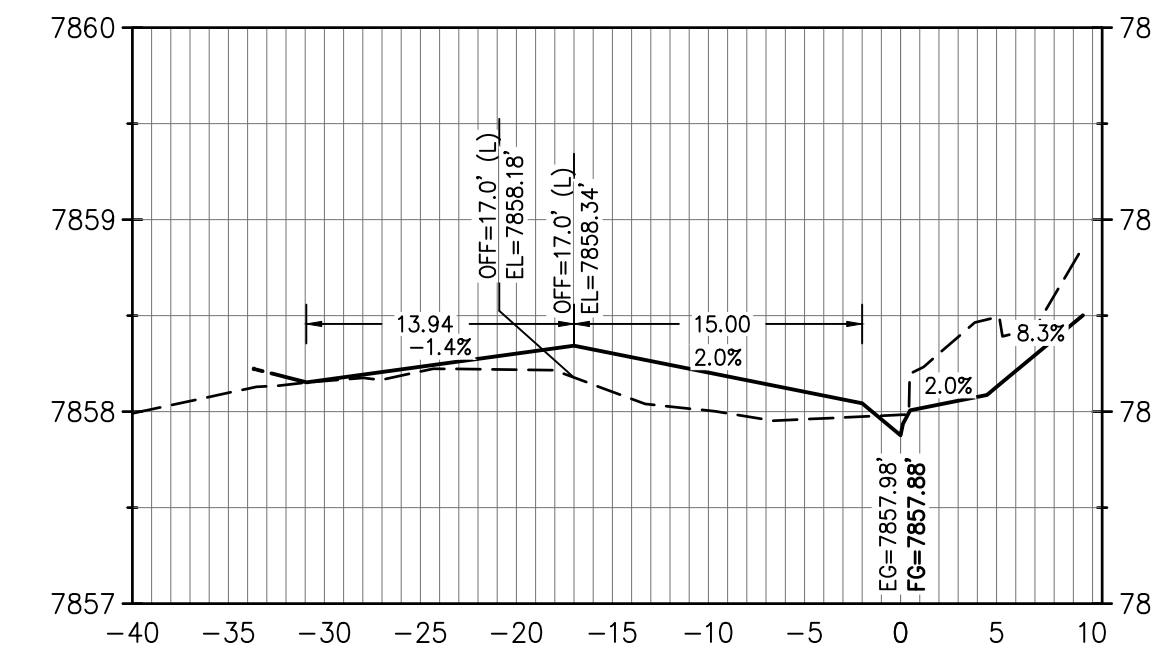
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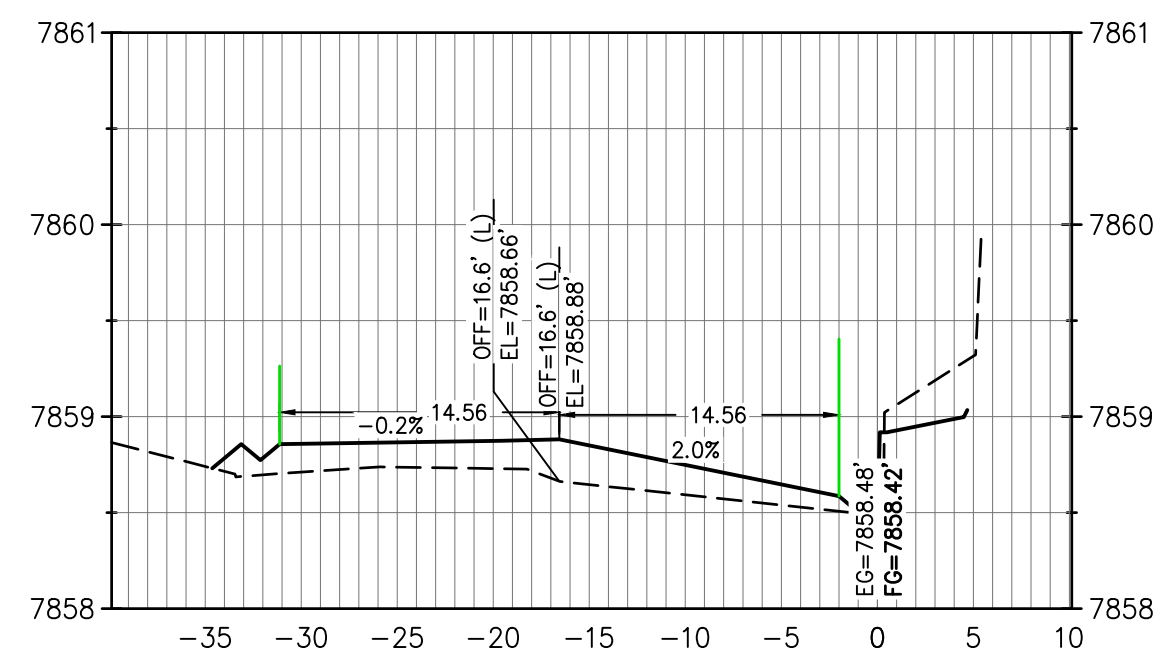
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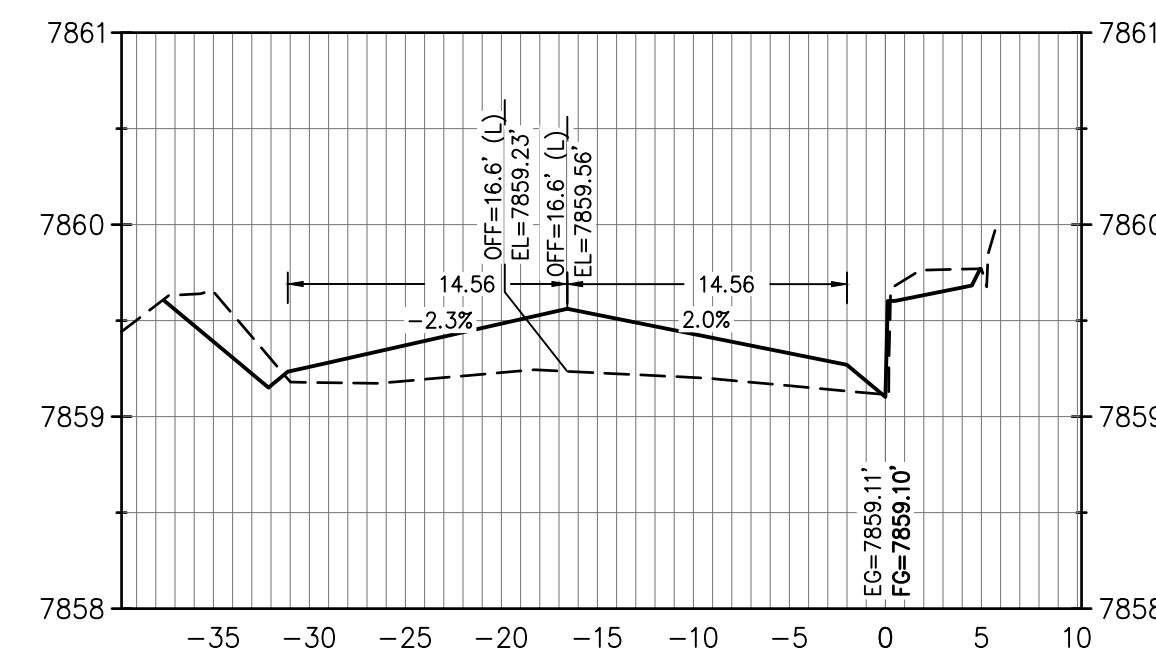
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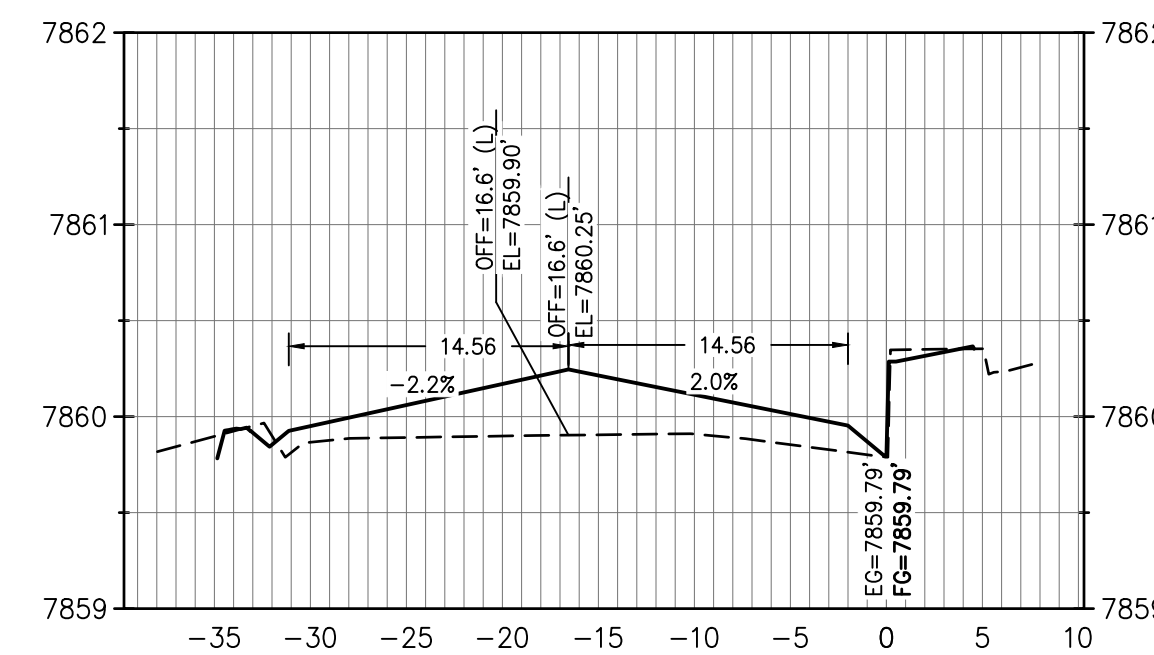
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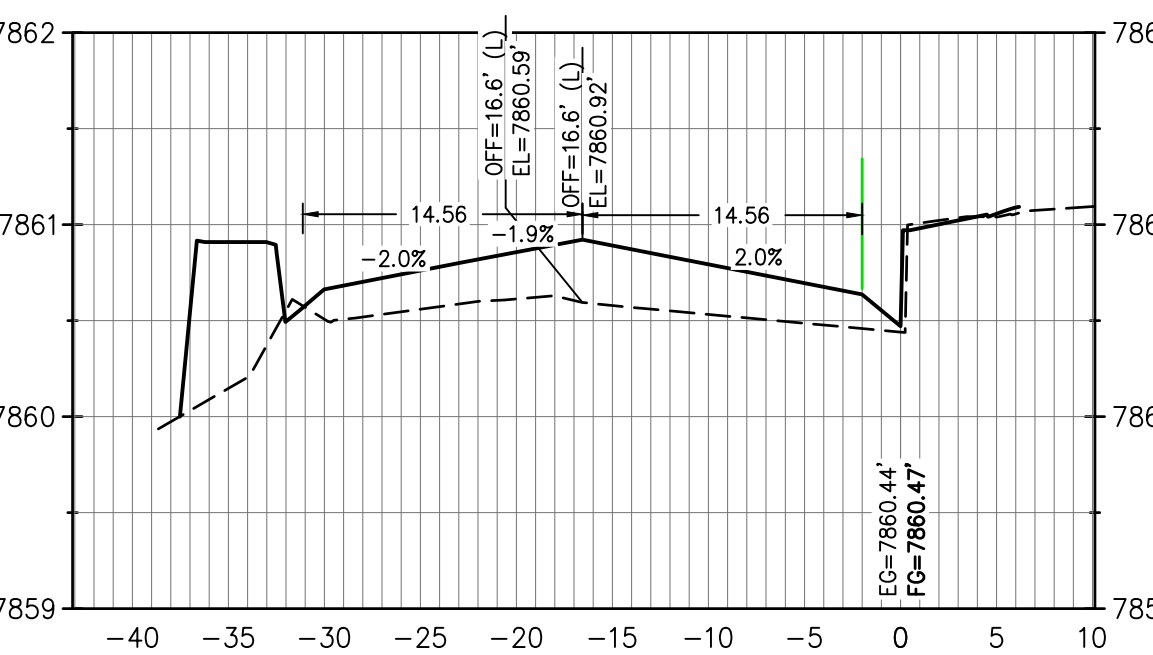
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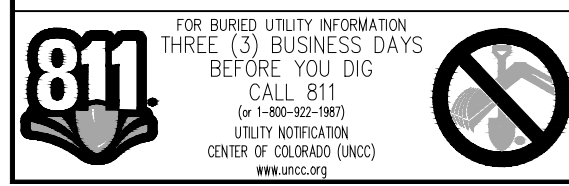


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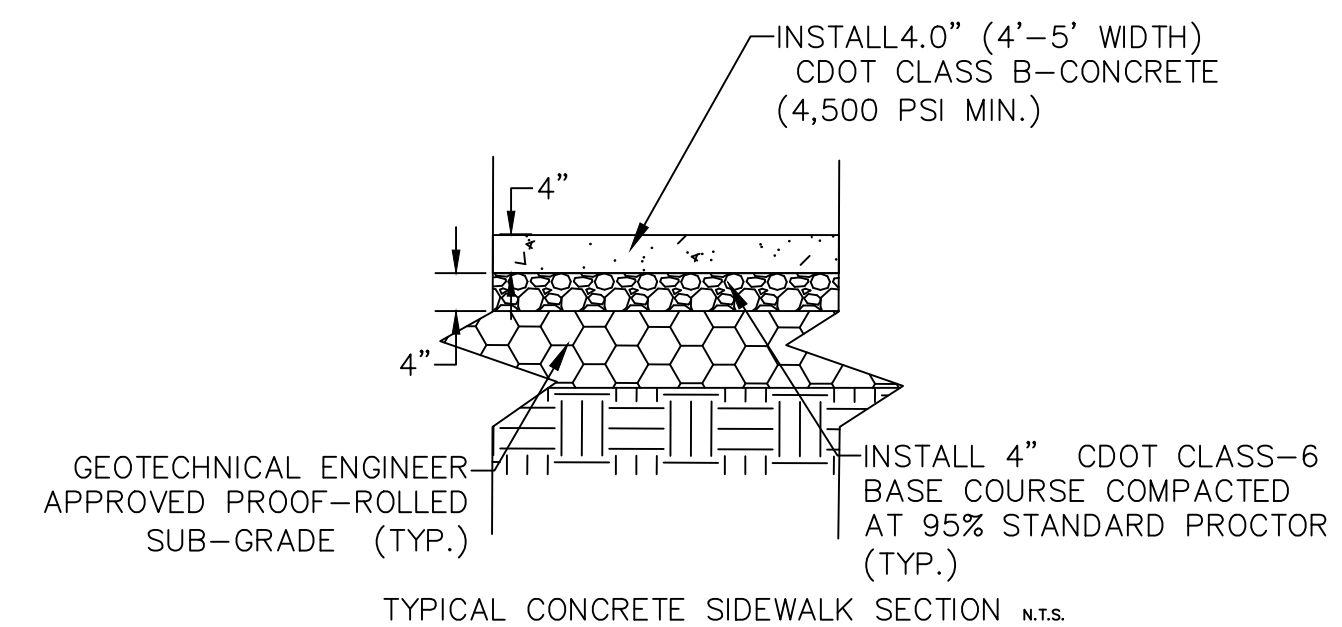
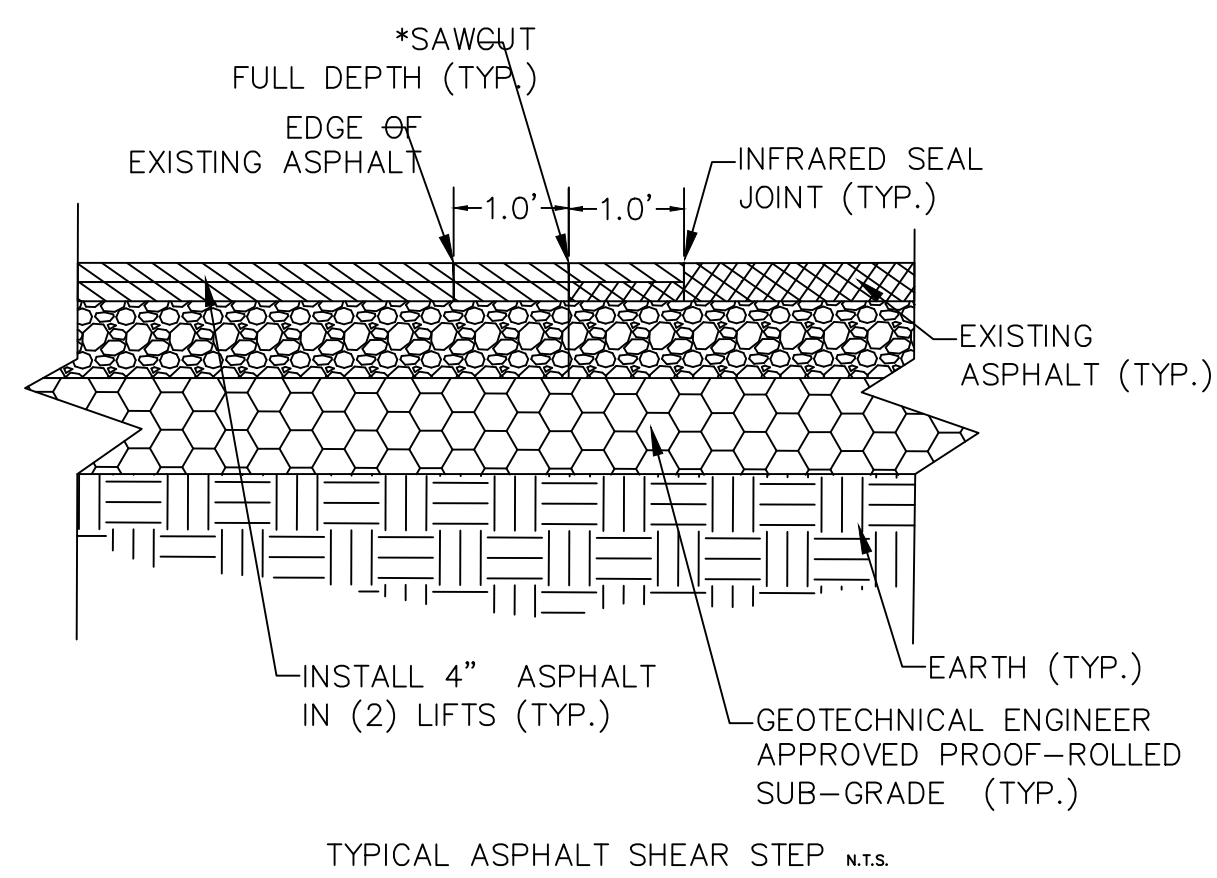
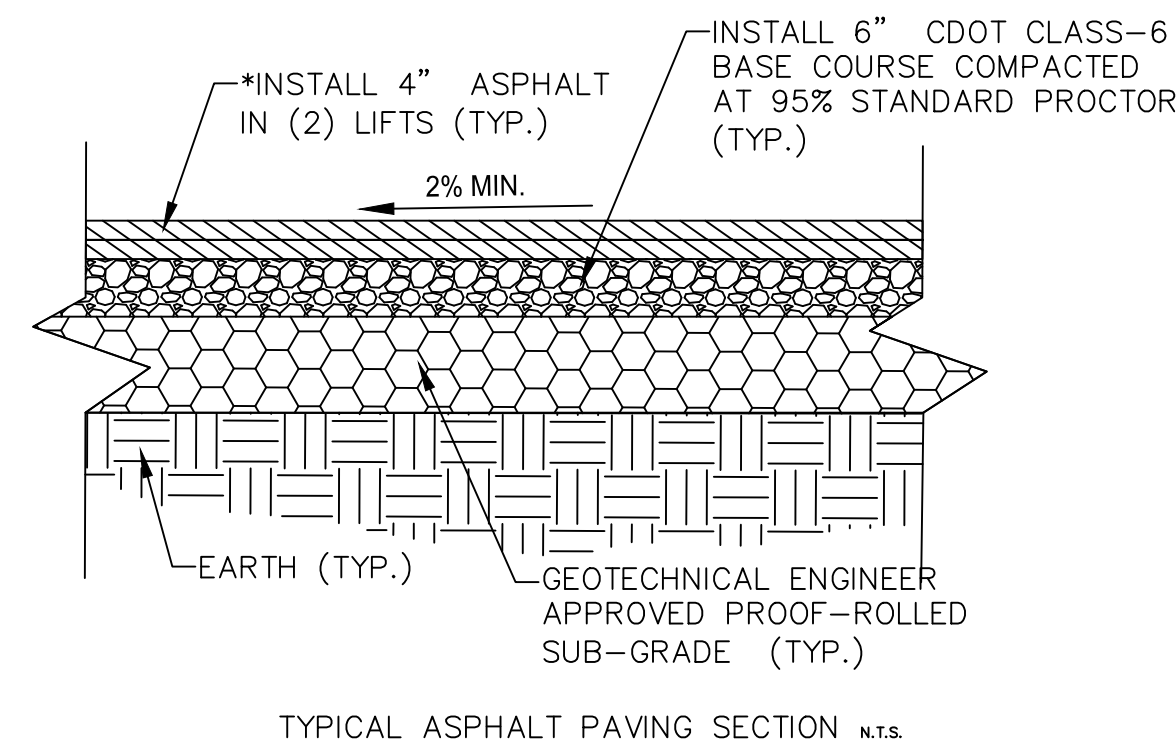
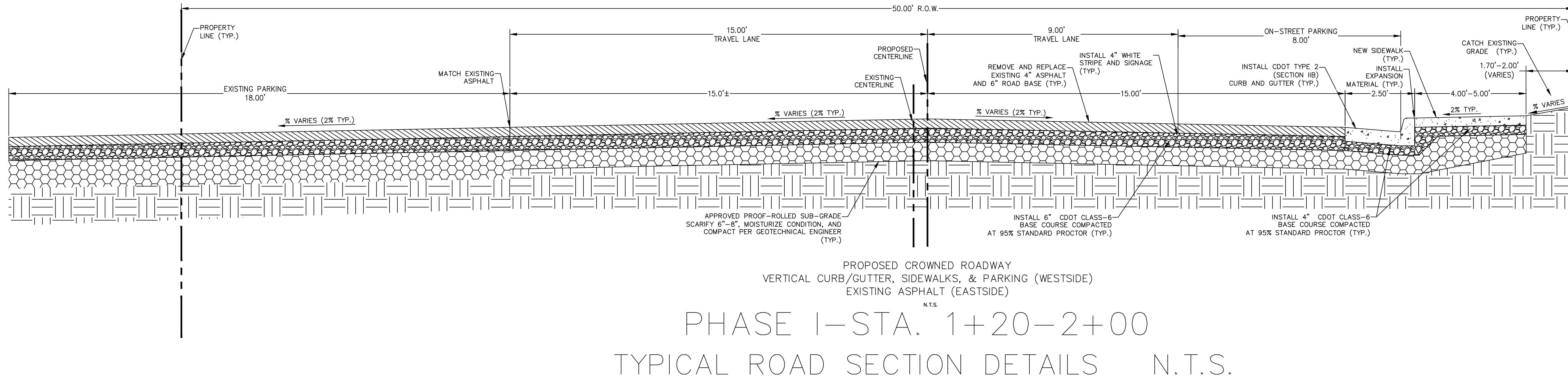
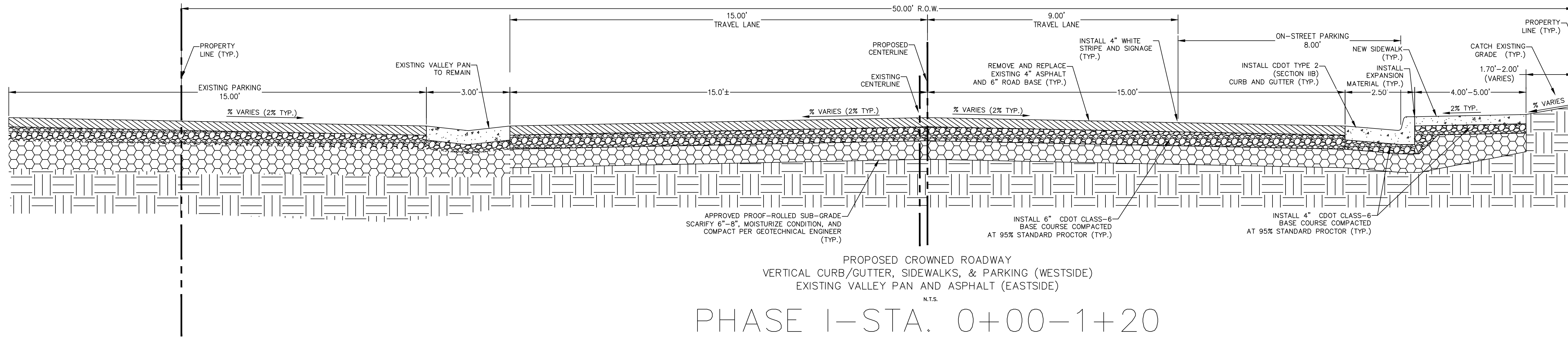
ISSUED FOR BID		NO.	DATE	REVISION
1	3-2-22			
2	4-15-22			

Inter-Mountain ENGINEERS & Surveyors
Civil Engineers & Surveyors
3030 W. PUEBLO AVE., SUITE 100, DENVER, CO 80202
TEL: (303) 733-7000 FAX: (303) 733-7001

CLIENT: TOWN OF MINTURN
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C-8 CROSS SECTIONS
PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

DESIGNED BY:	ELS
DRAWN BY:	ELS
CHECKED BY:	BPS
DATE ISSUED:	4-15-2022
PROJECT NO.	200068
SHEET NO.	C-8



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NO.	DATE
1	
2	
	REVISION
	BY

Inter-Mountain
ENGINEERS & SURVEYORS
Civil Engineers & Surveyors
3000 W. SPRING ST. SUITE 100, DENVER, CO 80202

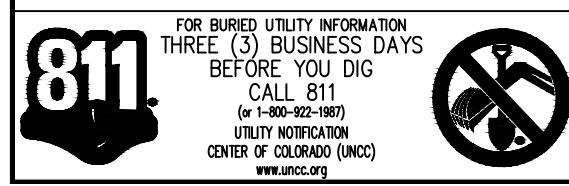
CLIENT: TOWN OF MINTURN

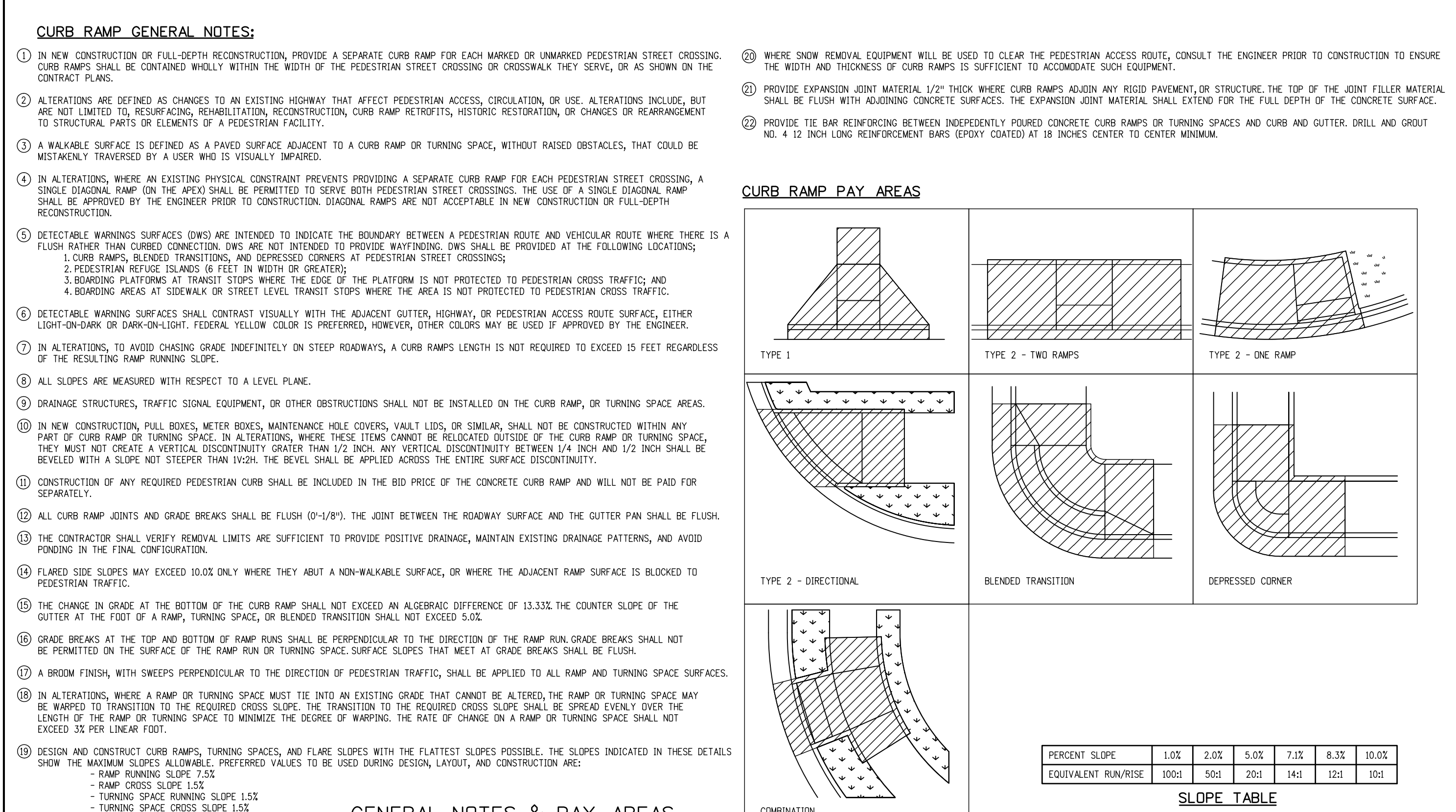
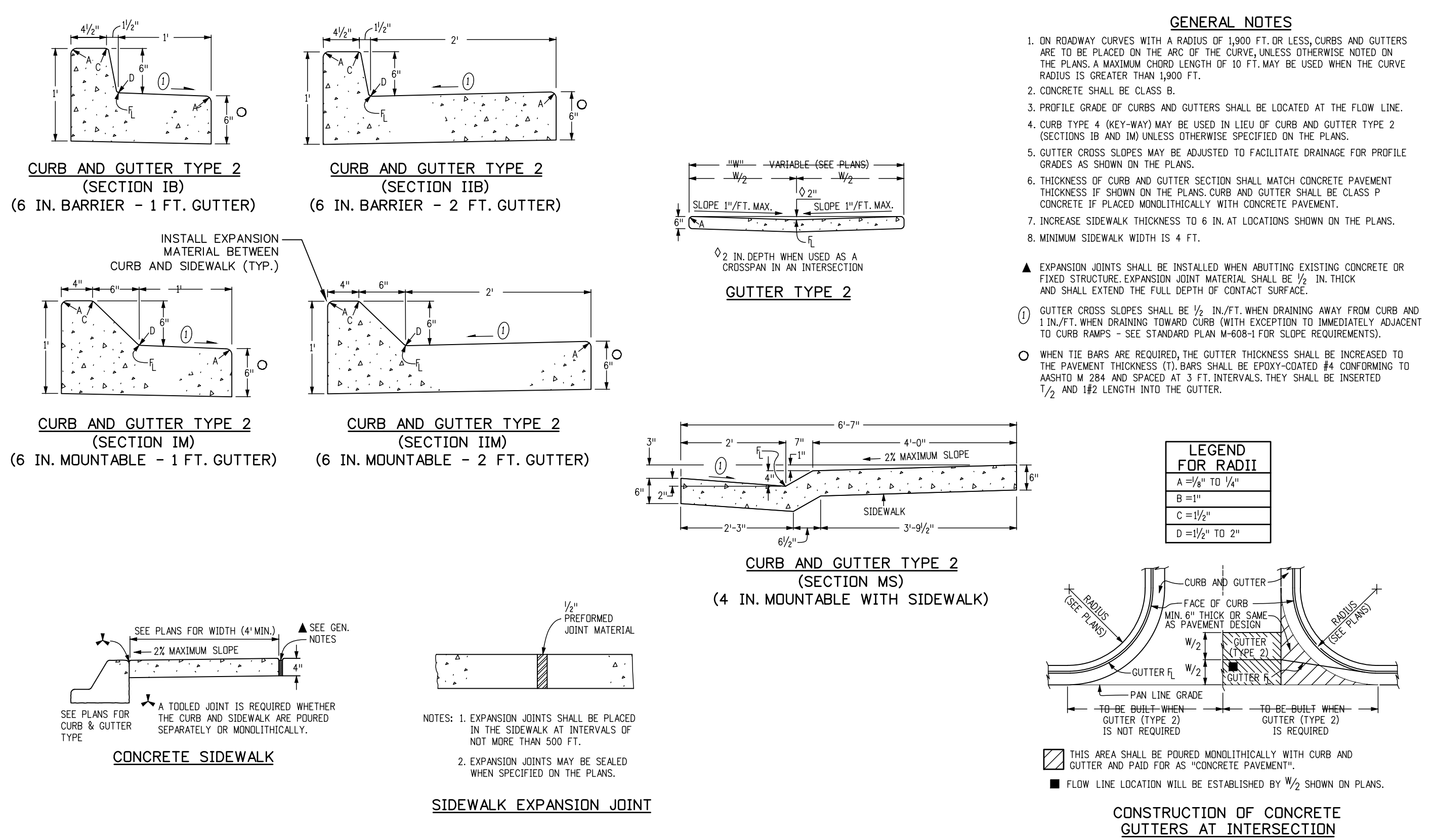
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C-9 DETAIL SHEET 1
PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

DESIGNED BY:	ELS
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CHECKED BY:	BPS
DATE ISSUED:	4-15-2022
PROJECT NO.:	200068
SHEET NO.:	C-9

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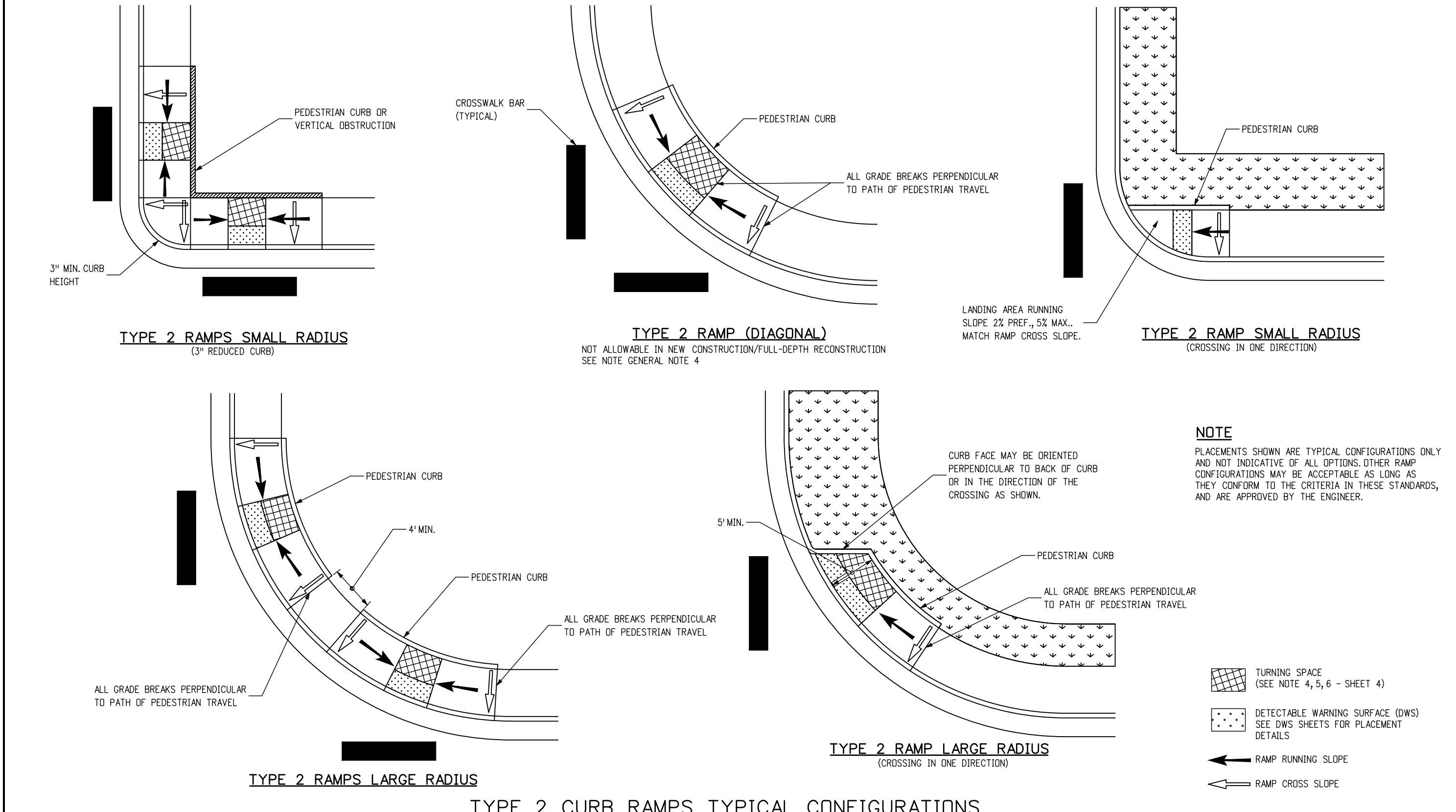
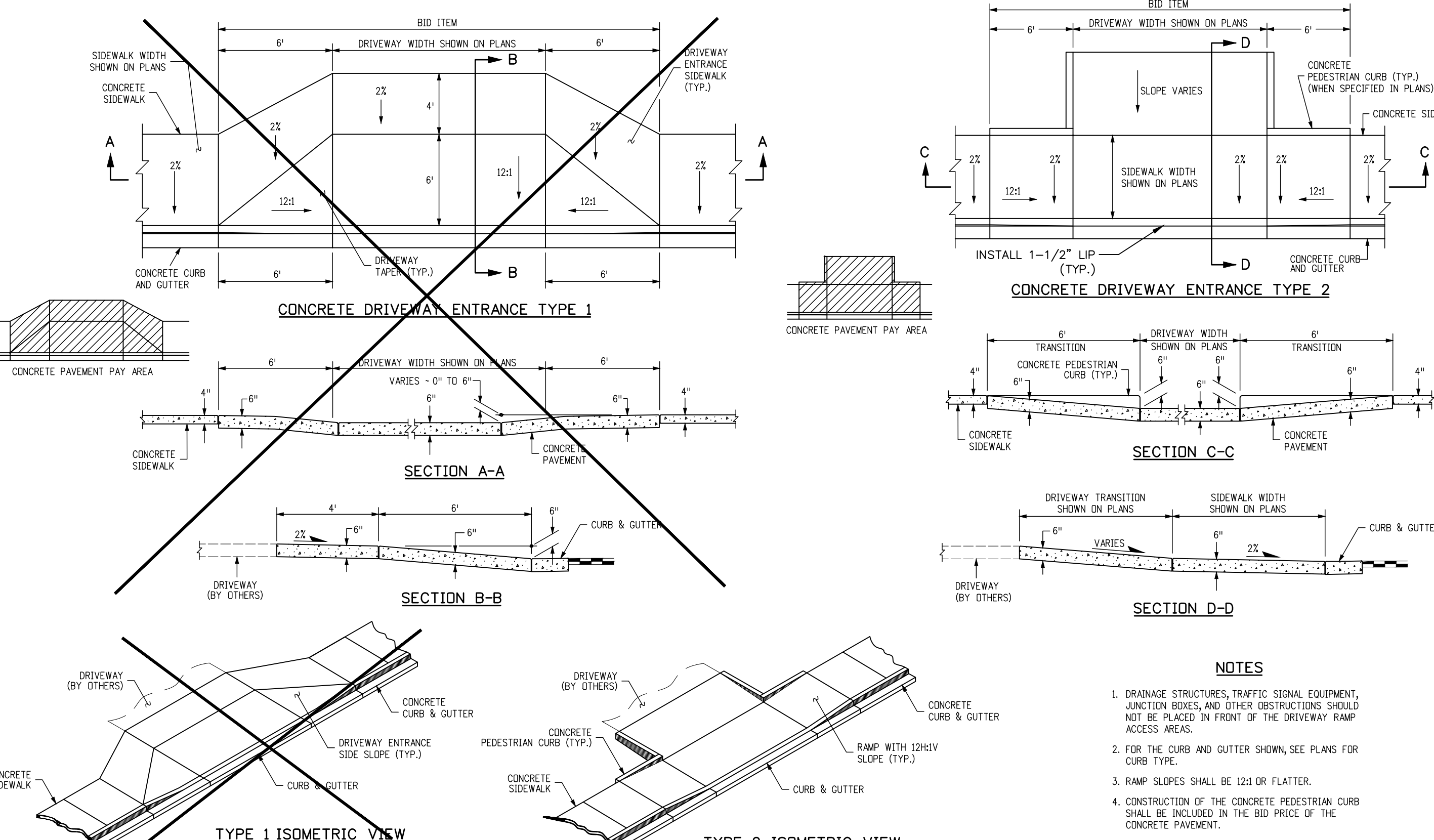




ISSUED FOR BID	3-2-22							
ISSUED FOR CONSTRUCTION	4-15-22							
NO.								
DATE								
REVISION								
BY								

Inter-Mountain ENGINEERS & Surveyors
 Civil Engineers & Surveyors
 3011 PINE STREET, FORT COLLINS, CO 80501
 PHONE: 970.226.1111 FAX: 970.226.1112

Computer File Information Creation Date: 07/31/19 Designer: JBK Last Modification: 07/31/19 Detailer: LTA CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	Sheet Revisions Date: _____ Comments: _____	Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB, GUTTERS, AND SIDEWALKS STANDARD PLAN NO. M-609-1 Standard Sheet No. 1 of 4 Issued by the Project Development Branch July 31, 2019	Computer File Information Creation Date: 07/04/12 Last Modification: 05/03/19 Full Path: www.codot.gov/business/designsupport Drawing File Name: 6080105010.dgn CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	Sheet Revisions Date: 05/03/19 Comments: Completely revised every sheet.	Colorado Department of Transportation CDOT 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Division of Project Support JBK/LTA	CURB RAMPS STANDARD PLAN NO. M-608-1 Standard Sheet No. 1 of 10 Issued By: Project Development Branch July 4, 2012
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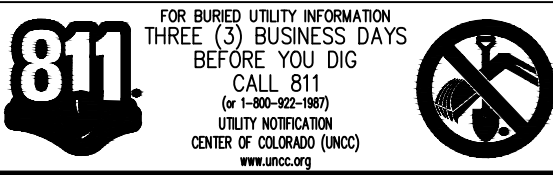


TOWN OF MINTURN
 CLIENT: TOWN OF MINTURN
 PROJECT: PINE STREET ROADWAY IMPROVEMENTS - PHASE 1
 TOWN OF MINTURN
 EAGLE COUNTY, COLORADO

Computer File Information Creation Date: 07/31/19 Designer: JBK Last Modification: 07/31/19 Detailer: LTA CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	Sheet Revisions Date: _____ Comments: _____	Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB, GUTTERS, AND SIDEWALKS STANDARD PLAN NO. M-609-1 Standard Sheet No. 3 of 4 Issued by the Project Development Branch July 31, 2019	Computer File Information Creation Date: 07/04/12 Last Modification: 05/03/19 Full Path: www.codot.gov/business/designsupport Drawing File Name: 6080105010.dgn CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	Sheet Revisions Date: 05/03/19 Comments: Completely revised every sheet.	Colorado Department of Transportation CDOT 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Division of Project Support JBK/LTA	CURB RAMPS STANDARD PLAN NO. M-608-1 Standard Sheet No. 5 of 10 Issued By: Project Development Branch July 4, 2012
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DESIGNED BY: ELS DRAWN BY: ELS CHECKED BY: BPS DATE ISSUED: 4-15-2022	PROJECT NO.: 200068 SHEET NO.: C-10
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ADDENDUM to CONTRACT

This Addendum is intended to amend and supplement that agreement for the Pine Street Phase 1 Improvements Project by and between the Town of Minturn (“the Town”) and _____ (“Contractor”) (together, the “Parties”), and dated _____, 2022.

In the event of conflict between the provisions of the Agreement and this Addendum the provisions of this Addendum shall prevail. The Agreement as amended by this Addendum shall comprise the entire Agreement between the parties, and shall be considered to be the Agreement only after both the Agreement and this Addendum are executed by both parties.

1. **Waiver of Governmental Immunity Act or other Protections for a Governmental Entity.** The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., C.R.S. § 24-10-101 *et seq.* as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws or otherwise available to the Town, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.
2. **Non-Appropriation of Funds.** The Town’s financial obligation under the Agreement shall be contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are appropriated and made available for the Agreement by the Town Council.
3. **Attorneys’ Fees.** Should the Agreement become the subject of litigation between the Town and Contractor and the Town prevails, the Town shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.
4. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be proper in the County of Eagle, State of Colorado.
5. **Workers’ Compensation and Other Insurance.** During the term of this Agreement, Contractor shall procure and keep in force workers’ compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers’ compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption from Statutory Workers’ Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit A** and incorporated herein by this reference.
6. **Workers without Authorization.**

- a. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.
- b. Prohibited Acts. Contractor shall not knowingly employ or contract with an worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an worker without authorization to perform work under this Agreement.
- c. Verification.
 - i. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - ii. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - iii. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an worker without authorization who is performing work under this Agreement.
 - iv. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-

17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

ACKNOWLEDGED BY CONTRACTOR

By: _____

Name: _____

Title: _____

Jay Brunvand
 Clerk/Treasurer
 301 Pine St #309 ♦ 302 Pine St
 Minturn, CO 81645
 970-827-5645 x1
treasurer@minturn.org
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Town Council
 Mayor – Earle Bidez
 Mayor Pro Tem – Terry Armistead
 Council Members:
 George Brodin
 Lynn Feiger
 Gusty Kanakis
 Kate Schifani
 Tom Sullivan

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

REGULAR TOWN COUNCIL MEETINGS
May 4, 2022
Council Retreat 11am – 8pm (actual time and location to be determined)
Council Ethics Training – Mike Sawyer
Ordinance 7 – Series 2022 (First Reading) an Ordinance for Belden Place consideration of rescind – Metteer/Sawyer
Ordinance 08 – Series 2022 (First Reading) an Ordinance for Belden Place consideration of rescind – Metteer/Sawyer
May 5, 2022 – SPECIAL MEETING
Minturn North Preliminary Plan Review – Hunn/Harris
May 18, 2022
Regional Transit Authority Discussion
Joint Council/Planning Commission meeting – 100 Block Review
Ord 06 - Series 2022 (Second Reading) An Ordinance amending the outdoor water requirements for the Town of Minturn.
Ord ___ - Series 2022 (First Reading) An Ordinance amending Article 19, Chapter 16, Sign Code – Madison
Ordinance 7 – Series 2022 (First Reading) an Ordinance for Belden Place consideration of rescind – Metteer/Sawyer
Ordinance 08 – Series 2022 (First Reading) an Ordinance for Belden Place consideration of rescind – Metteer/Sawyer
June 1, 2022
Ord ___ - Series 2022 (First Reading) An Ordinance amending Article 19, Chapter 16 – Madison
Ord ___ - Series 2022 (First Reading) Historic Preservation policy creation
Resolution ___ - Series 2022 A Resolution to appoint a Planning Commission Member
June 15, 2022
FY 2021 acceptance of Annual Audit – Brunvand
DATE TO BE DETERMINED
2021-23 Strategic Plan Amendment – Building Code Updates
Potential legislation regarding Mobile homes
Car Idling